

## **THE MARINA RULES & REGULATIONS**

### **(updated September 2018)**

1. The Lessee agrees to exercise due care in the use of the premises used under this Use Agreement and to exercise due care in the operation of any vessel in the Marina area. The Lessor recommends inspection of vessels by the US Coast Guard Auxiliary.
2. To be admitted to Marina and to continue to be moored at this marina, a vessel must be registered, have registration identified and current year, marked, and with safety equipment as mandated by Colorado Parks & Wildlife most recent Colorado Boating Statutes and Regulations, as well as the US Coast Guard Auxiliary; equipped and maintained as required by law, shall at all times be capable of moving from its slip under its own power, and shall at all times present a clean, well-maintained appearance. The Lessor shall have the right to inspect the vessel to determine whether these requirements are being observed.
3. Vessels shall be secured in their slips in a manner acceptable to the Lessor, or the Lessor, after notice to the Lessee, will properly secure the vessel for the Lessee, without liability, and will charge the Lessee for the labor and materials for this work.
4. Lessees will provide the Lessor with keys or lock combinations for the main hatches and engine hatches of their vessels. Lessor will store said keys in locked cabinets accessible only to responsible the Marina personnel. Lessor will give the keys to no persons other than the Lessee or to the Marina personnel only upon specific prior authorization by the Lessee. Trailers will NEVER BE LOCKED in the parking lot. If Marina must cut a lock off there will be a \$100 removal charge.
5. In the event of heavy storm, the Marina personnel will attempt, if practical and possible, to provide preparation and damage prevention service. Lessee agrees to pay for these services as billed. However, the Lessor does not assume responsibility for said protection or for any damages to Lessee's Vessel.
6. Lessees are welcome to perform service work on their own vessels provided however:
  - a. That the work is performed by the owner, members of his family, or friends who are not working for pay. Please see item 7 below.
  - b. That the Vessel is moved to a designated work area, available only upon prior scheduling and upon payment of the posted fee, for work involving the use of power tools, paint, paint remover, solvent or the like on any exterior part of the vessel.
  - c. That absolutely no paints, thinners, solvents, oils or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged into the waters of the Marina. Tenants should note that serious damage to other vessels has been caused by accidental spills. In the event of an accidental spill, the offending parties will be held completely responsible for repair of these damages.
  - d. That the repairs or service shall not involve prolonged or high-speed operation of a vessel's engines.
  - e. The Marina prohibits unattended open containers of paints and other maintenance supplies on docks.
7. **No "outside" contractor or service organizations or individuals will be permitted to undertake any work on vessels in the Marina until they have:**
  - a. Provided written authorization from the owner to enter the vessel and to perform the indicated work.
  - b. Obtained permission from the Marina Manager to perform such work.
  - c. Scheduled and paid for use of a designated work slip.
  - d. Arranged with the Marina to have the vessel moved to the designated work slip.
  - e. All contractors are required to submit proof of liability insurance. Contractor personnel violating this rule will be prosecuted as trespassers.
8. Advertising or soliciting shall not be conducted in the Marina.
9. The Marina reserves the right to place other vessels in a Lessee's slip, and to charge therefore, when the slip is not being used by the Lessee.

10. The laws of the State of Colorado, and the Clean Water Act of the U.S. Government specifically prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, lake, pond, or tidal waters. The Marina supports these regulations and will aid the enforcement agencies to assure compliance within the Marina. Tenants, tenant's family and guests will cooperate by using the Marina's shore side toilets and placing all garbage and refuse in the receptacles provided by the Marina.

11. Dumping of portable toilets into our shore side toilets can cause failure of our sewer system. Please dump portable toilets into receptacles specifically provided and marked for this purpose.

12. Tenants shall not place supplies, materials, accessories or debris on the walkways, and shall not construct thereon any lockers, chests, cabinets or similar structures. Water hoses and electric cords shall be removed when not in use or shall be neatly coiled and stowed. The Marina reserves the right to confiscate hoses and electric cords which are not so stowed.

13. Tenants are expected to conduct themselves, and to see that children and guests for whom they are responsible also conduct themselves, to create no annoyance, hazard or nuisance to the Marina or to the other Tenants. In addition to the good housekeeping practices listed above, this rule specifically includes the following:

- a. Swimming, diving or fishing from the Marina piers is not permitted.
- b. No charcoal or open fires will be allowed on the Marina premises except in designated picnic areas.
- c. Dogs will always be kept on a leash. Owners are expected to clean up after their pets promptly.
- d. Children shall not be unsupervised at any time on the Marina grounds.

14. All boats wishing to utilize the Marina's shore power system must meet the American Boat and Yacht Council's Standards for Electrical Systems. The Marina reserves the right to inspect boats for adherence to these standards, and to refuse service to any boat not so equipped. The most current Electrical Code applies, and Tenant must have purchased and installed a 5 milliamp GFCI Breaker if electricity is used. See Marina Manager for details.

15. The Marina Manager may limit overnight camping if Marina or Lake conditions, in the sole discretion of the Marina Manager, so warrant.

16. All inboard and stern drive boats shall have oil absorbent materials located in bilge area.

17. Quiet hours shall be in effect from 10:00 p.m. until 8:00 a.m. daily in the marina. After 7:00 p.m. the outer security gate will be locked and only slip holders are allowed entrance. Please do not let anyone in that you do not know!

The Marina is open ONLY to Slipholders and their Guests and Paid Transient boats from 7PM to 8AM Daily. For clarification – non-slipholders or non-paid transient boats are not allowed in the marina from 7pm to 8am daily or on Special Event days, 5pm-8am.

On event nights, there will be no free Courtesy dockage available from 5PM to 8AM. Only paid transient boats who have filled out a Temporary Mooring Agreement are allowed into the Marina. This is to allow for a safe mooring field and control of number of vessels in the marina area.

Special Event Boaters who are inside the marina (breakwater area) (not slipholders nor their guest's sir) are welcome to come enjoy the concert (from the water) after they have checked in and paid at the dock shop. They will be reminded that the State Park rules required and enforce 3.2% alcohol only.

Those sections of the Main Dock that accommodate boats either med-moored (preferred) or side-to need to be pre-reserved, even if you are a slipholder. If they are transient boats the charge is \$35 per night or \$99 per weekend. On Event Nights, it is \$30 per slip or mooring ball.

NO personal anchoring inside of the breakwater will be allowed due to Safety Concerns.

18. Fishing or swimming from the docks is NOT allowed.

19. Dogs must always be on a leash.
20. State law allows only 3.2% alcohol in the park. The only exception is in a properly licensed area.
21. No drilling or cutting of the docks' steel or wood is allowed. All fenders and lines must be properly tied in a nautical fashion. Please see the Marina Manager for assistance in proper technique. If your boat is not tied or fendered properly, we will tie it for you and a charge will be applied to your account. Please help us help you!
22. Use of the Crane – Only marina slipholders who have paid the Crane Fee may use the crane, and then only after being trained as a Certified Operator by the Crane Company or Marina Manager. The Crane Fee pays for the annual maintenance, repair and upkeep of the Crane. Please contact Community Sailing of Colorado for proper certification information.
23. Park Closure -The State may close the Park when deemed necessary and has established limits of visitation at the Park, based on public safety, the number of parking spaces available, and the Reservoir capacity available at any given time. Any enforcement by the State of these limitations shall not be considered a breach of Contract nor shall it limit obligations under this Contract. The State may temporarily close the Concession Area, or otherwise suspend operations in the Park if conditions at the Park, whether natural, budgetary, or man-made, create an unreasonable risk to the public as determined by the State in its sole discretion. The State shall provide immediate notice of such closure if the State exercise its rights
24. Rule and Regulation Enforcement - The State shall not grant special treatment to Marina Patrons in the enforcement of rules, regulations, or policies of the Park.
25. State Access - The State shall have full right and authority to enter any area, building, or property in the Marina Area for inspection purposes and to enforce all laws and regulations of the State, or for any other lawful purpose.
26. Special Events -The State or Vencore shall provide notice of special events held by the State, Vencore or a third party within the Park that, at the Park's determination, has the potential to impact the operation of the Marina. Such special events are permitted and shall not be considered an interference at the Marina. This includes Live! AT The Lake.
27. Water Levels - The State and Corps of Engineers may regulate water levels and allow fluctuation of the Reservoir according to their operational plans for the Park. Marina Tenant acknowledges that the Marina Area is within the flood storage area and is subject to fluctuation of water levels, including decrease during drought. The State nor VMG is not responsible in any manner for any damage or lost revenues tenant may suffer as result of fluctuating water levels and associated conditions. Further, if your vessel has a draft more than 2', you may have to pull the boat early in the fall as lake levels drop and the West Ramp becomes unusable.
28. Glass Prohibition - Tenant shall ensure that no items dispensed within the Marina Area or on the lake are in glass containers.
29. The marina reserves the right to refuse service to anyone.
30. These rules may be updated from time to time during the season. Please refer to the copy on the website for the latest version. It is crucial that slipholders signup for, read and maintain a subscription to our newsletter. You can sign up on the website home page.

**Thank You! We really appreciate your business and continued Great Attitudes!**

THESE RULES & REGULATIONS MAY BE UPDATED FROM TIME TO TIME.  
THE LATEST VERSION WILL BE ON THE WEBSITE: [www.pbcherrycreek.com](http://www.pbcherrycreek.com).