

**TERN HARBOR MARINA  
RULES AND REGULATIONS**

11/11

Welcome to our Marina! We are pleased to have you here, and are committed to providing a setting that will make your time here relaxing and memorable. To ensure that experience, please review the following information and feel free to talk to us about any special circumstances that you have. Reasonable & practical precautions will be taken by the Marina to ensure a safe and enjoyable experience. However, the Marina assumes no responsibility for, nor does it guarantee the safety of any vessel or person in the Marina. The Marina will not be liable for any personal injury, nor will it in any event be responsible for property damage or loss resulting from ice, wind, storm, fire, theft, sinking or any other causes. It is understood between the parties that no refunds will be made after the license has been executed.

1. **DOCK ELECTRICITY AND WATER SERVICES:** All shore power/electrical cords are required to be in good condition. Any shore power cord set exhibiting frayed or cracked insulation, or other hazardous condition, will be disconnected. Water hookups are available on all docks. To help us conserve water, please fit all water hoses with self-closing nozzles, and address all leaks at hose connections.
2. **AUTOMOBILE PARKING FACILITIES:** Parking is available for vessel owners and their guests in designated areas while conducting marina business only. All vehicles must display a parking permit. Two parking permits per slip will be issued, and temporary parking permits for guests are available at the Marina Office. Please do not park in such a way as to block handicap areas, entrances, exits or ice chests. The Marina reserves the right to have vehicles violating these rules towed at the owner's expense. The marina will not be liable for damage incurred to customer's vehicles while parked on Marina property.
3. **REST ROOMS AND SHOWERS:** Secured rest rooms and showers are available for vessel owners and their guests. Please see the Marina staff for appropriate entrance code.
4. **REFUSE AND SEWAGE DISPOSAL FACILITIES:** Dumpsters or covered trash receptacles are available for use by Marina recreational customers for household-type garbage generated on board or in the yard. The Marina and surrounding waters are a "No Discharge Zone". Pump out service is available at Tern Harbors' pump out facility, Hingham Shipyard Marina or from the Hingham Harbor Master.
5. **OIL AND ANTIFREEZE DISPOSAL:** Waste oil or antifreeze generated on-site and stored in a closed container may be disposed of within one of the containment areas designated for this purpose located at McCann's Marine. The proper handling and disposal of all paint-related and service-related materials used on a vessel or taken off a vessel by the owner or a contractor is the responsibility of the vessel owner. No person shall discharge oil, hazardous materials, flammable liquids or oily bilge into the water, on the ground, or onto any other portion of the Marina.
6. **BATTERY RECYCLING:** Intact lead/acid batteries from vessels on-site may be disposed of at an area designated for this purpose located at McCann's Marine Upper Service.
7. **FISHING:** For the safety of our customers fishing on or around the docks is not allowed. Gutting or cleaning of fish on the docks is also strictly prohibited.
8. **WATER QUALITY:** The Marina is first and foremost committed to maintaining a pleasant setting for you, your guests, and other vessels. To this end, we ask that you help minimize the impact on the marine environment by: securing oil-absorbing pads in the bilge to collect leaks, maintaining your vessels engine(s) at peak operating efficiency, cleaning up the bilge after servicing, and using the minimal amount of specialty soap for vessel washing.
9. **APPEARANCES:** We recognize that the appearance of the vessels in the Marina can enhance your experience. Your vessel must be kept in such condition as to reflect favorably on the appearance standards maintained by the Marina. The vessel deck needs to be kept free of debris, bottles, papers, trash or unsightly materials at all times.
10. **SAFETY OF CHILDREN:** A responsible adult must accompany children aged 12 and under on the Marina premises at all times. It is strongly recommended that parents have young children and non-swimmers wear personal flotation devices on vessels and around docks. The Marina has no recreational facilities for children. Parents are expected to know the whereabouts of their children at all times.
11. **CONDUCT:** We value the community atmosphere of the Marina, and ask that you conduct yourself accordingly. Disorderly or indecorous conduct by a vessel owner, operator, crew or guests that infringes on the quiet enjoyment of other vessel owners and or operation of the Marina or which may injure a person, cause damage to property, or harm the reputation of the Marina, shall constitute grounds for immediate license cancellation and removal of the individual(s) or vessel in question from the Marina.
12. **NOISE:** Please use mature judgement in operating engines, generators, radios, CD players and televisions so as not to create a nuisance or disturbance. All engine exhausts shall be effectively muffled by a muffler or underwater exhaust as required by Massachusetts State Boating Laws, Chapter 90B, Sec. 6. Halyards shall be secure so as to prevent slapping.
13. **PETS:** Pets must be leashed at all times, and controlled so that they do not disturb others. Pets may not be allowed to relieve themselves on the docks, walkways, or parking areas. Check with the Marina office on approved locations to toilet your pets. Pet owners are responsible for cleaning up after their pets.
14. **SOLICITING:** To assure the privacy of others, advertising or soliciting is not permitted anywhere on Marina proper
15. **FIRE SAFETY:** The use of charcoal burners, hibachis, grills and any open flame producing equipment, other than installed galley stoves, is prohibited. **Unattended use of electrical equipment aboard a stored vessel (in water or on land) is strictly prohibited and will be removed by the Marina.**
16. **SWIMMING:** Swimming is not permitted from the docks or from the vessels docked at the Marina.
17. **DOCK SAFETY & ACCESS:** No supplies, materials, accessories or debris shall be left on the walkways, nor shall anyone install or construct any lockers, chests, or similar structures on the docks. The Marina office must approve all dock steps stored on the piers. Dock lines shall not be tied across walkways or fingers, nor shall bow pulpits or any overhang obstruct walkways.
18. **DOCKING LINES & FENDERS:** Vessels in slips shall be secured with bow, stern, and spring lines in a safe & secure manner and must have fenders attached to the vessel; not the dock, to protect them from rubbing against the dock. The Marina strongly advises that dock line be made of nylon, not polypropylene. Vessels moored to buoys must have proper chafing gear installed to

prevent wear of all lines. If a vessel is improperly secured the Marina may, but is not obligated to secure or retie the vessel. If you have any questions about how to properly secure the vessel, we will be happy to demonstrate the proper method.

19. **TENDERS & SKIFFS:** Tenders and skiffs (under 10' in length) may be stored alongside the vessel at certain slips/locations where there is space available **with the approval of the Marina and at the Marina's sole discretion**. Tenders & skiffs may not be placed on the docks or in slips without Marina approval. A second vessel over 10', stored in your slip, while still needing Marina approval, is required to be under a **separate slip license agreement** and will be charged at the slip rate.
20. **DINGHY DOCK:** Tern Harbor Marina mooring customers are allowed one dinghy of up to 10' of length per mooring licensed. Access to and from customers moorings shall be from the dinghy dock only. **Pick up and drop off of passengers will be allowed on the Marina docks with the prior permission of the Marina.**
21. **BOAT MAINTENANCE ON THE WATER:** Customers may work on their vessels between the hours of 8:00 a.m. and 8:00 p.m.. Work performed on vessels at the slip will only be permitted if it does not: (a) interfere with other boaters' peaceful enjoyment of their vessel and slip; (b) create an unsightly or dangerous condition; (c) create a condition that will discharge any pollutant into the water or onto the surrounding vessels or docks; (d) produce an open flame or arc. For more extensive repairs & maintenance, which includes but is not limited to power sanding, major painting or scraping, arrangements must be made with the Marina office for approval to haul the vessel.
22. **CONTRACTOR/VENDOR SERVICES:** Outside vendors or contractors are not permitted on the Marina premises without permission of the Marina management. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements and administrative surcharges, established by the Marina to protect the Marina and its customers. These terms, which include checking in and out with the Marina office on a daily basis, are available in the Marina office and should be consulted by Owner/Charters prior to scheduling such work. Contractors' must have insurance in an amount equal to twice the value of the vessel being worked on, together with its contents, and liability insurance coverage no less than \$2,000,000-, before being allowed access to any boat within the Marina. Any outside contractor or vendor not complying with these conditions will be required to leave the premises immediately. Contractors may work on customer's vessels during the Marina's posted hours of operation. No outside contractors are allowed to shrinkwrap on the Marina property.
23. **OPERATION OF VESSEL:** When at or in the vicinity of the Marina, please operate the vessel with due care to avoid any injury to any person, damage to other vessels, and or damage to the Marina facilities. The Marina and the surrounding waters are designated as "No Wake" zones. By law, operators are responsible for injury and other damage caused by the wake of their vessel to other vessels, or to the structure or facilities of the Marina.
24. **COMPLIANCE WITH LAWS:** You need to comply with all applicable laws, ordinances, Nautical Rules of the Road, and other rules and regulations in the operation of your vessel when in the vicinity of, or at the Marina including but not limited to those issued by the U.S. Coast Guard, U.S.E.P.A., Massachusetts D.E.P. and the town of Weymouth. You will be required to promptly reimburse the Marina should it incur any cost, penalties or legal expenses because of failure to comply with such laws, ordinances or regulations.
25. **HEAVY WEATHER:** You are solely responsible for your vessel under all weather conditions, and shall take all appropriate emergency and/or precautionary measures. In the event of the forecast or the actual onset of severe weather, the Marina will attempt, if practical and possible, to provide general preparation and damage prevention services, the costs of which may be pro-rated over all vessels. However, the Marina does not assume any responsibility for protection, nor does it guarantee it will be able to adequately provide general services to all vessels in the Marina, including but not limited to removing any vessels from their slips or moorings to dry storage areas, due to the number of vessels and limitations of the Marina staff. Further, mooring customers acknowledge that their mooring is not designed to provide protection to customer's property in the event of the occurrence of winds in excess of fifty knots. At any time when the possibility of winds in excess of fifty knots has been forecast, mooring customers bear the full responsibility to protect their property and prevent damage or injury to same. Marina does not warrant or represent that mooring customer's vessels will or can be protected from damage by the Marina in the event of the occurrence of winds in excess of fifty knots.
26. **LOA:** For the safety of your vessel and fellow vessel owners around you, the Marina reserves the right to confirm the measurement of your vessel. If a vessels LOA exceeds the limit for the assigned slip, the Marina reserves the right to relocate said vessel to a larger slip, if available. The vessel owner will be responsible for any additional fees charged for said larger slip or any increase in slip fees that may occur from a vessels measurement confirming that the vessel is larger than previously noted. If a larger slip is not available, the vessels owners' license agreement will be terminated and vessel must be removed from the Marina. Slips are assigned according to vessel length overall (LOA) as defined in the Dockage/Mooring License.
27. **VESSEL CHARTERING:** At the Marina's discretion, upon prior approval, Marina will allow customers to charter their vessel so long as they adhere to the following rules and regulations: 1) Marina customer owning charter vessel must be insured to cover any and all chartering activities at terms and limits set by the Marina. 2) For the convenience of all marina customers, charter customers may arrive in no more than one vehicle IN ADDITION TO the marina customer who is chartering the vessel 3) All charter customers must park away from the bulkhead in the East side parking lot adjacent to the Weymouthport Condominiums, allowing the rest of the marina customers closer proximity to the docks and their vessels.
28. **TERN HARBOR MARINA DOCK BOX POLICY:** Dock Boxes are allowed on the following docks:

A, B, & C Dock	Maximum dock box dimension	40"W x 20"D x 22" H
D Dock (finger side)	Maximum dock box dimension	40"W x 20"D x 22" H
D Dock (face side)	Maximum dock box dimension	72"W x 20"D x 22" H
E Dock (50' fingers only)	Maximum dock box dimension	72"W x 20"D x 22" H
F Dock	Maximum dock box dimension	40"W x 20"D x 22" H

No dock box will be allowed without prior Marina approval. The Marina reserves the right to approve or disapprove of make or model of dock box. Only white or black dock boxes will be allowed. Not everyone will be entitled to a dock box. Dock boxes will be allowed on a first come, first serve basis. At any time, in its sole discretion and for any reason, the Marina may permit or

not permit the use of a dock box. Storage of gasoline, diesel, or any hazardous materials shall not be permitted within dock boxes. Those found storing such materials will lose their privilege of having a dock box and risk the possibility of being removed from the Marina. Dock boxes must be emptied every fall and left unlocked for inspection by the Marina. Any items not removed shall be disposed of at the slip Licensee's expense.