



The Dock on the Bay Association, Inc.

### **Marina Rules and Regulations**

July 2025 Rev.

- 1. EMERGENCY:** Only recreational vessels in good and seaworthy condition and under their own power shall be permitted to enter and remain in the slip/space. In the event of an emergency during the OWNER's absence, DOTB reserves the right but not the responsibility to take such action it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessels, or the property of DOTB. The OWNER agrees to reimburse DOTB for all costs it incurs on behalf of the OWNER's vessel in emergency situations.
- 2. FIRES AND DANGEROUS CONDITIONS:** NO permanently attached propane grills on the vessel may be used within the marina for outdoor cooking. Gas, charcoal, wood, or any other type of fire on the docks, in the immediate areas of any vessel and DOTB property, is prohibited. If directed by DOTB or as called out by other vessel owners, violators must immediately correct any dangerous or hazardous condition. **NO gas or diesel fueling is allowed in the marina.**
- 3. STORAGE ON DOCKS:** OWNERS shall not affix, store, or place supplies, bikes, equipment, dinghies, skiffs, accessories, decorative items, materials, or debris of any kind on piers, docks, pilings, or seawall. OWNERS shall not construct or place any lockers, chests, storage cabinets or similar structures on piers, docks, or seawall. **No loose items of any kind may be stored anywhere other than on the OWNER's vessel.** DOTB reserves the right to remove any item to preserve the safety of the property and the people on the property. With prior written approval by DOTB, items may be attached to the pilings and other parts of docks, such as grab rails, safety lights, and cord or hose holders.
- 4. CORDS:** Only marine power cords are acceptable for shore to vessel connections and must be maintained in safe working order. No modified or household power cords may be connected to the shore power. All water hoses and excess power cords must be stored away on the OWNER's vessel. Storage of these items on piers, the seawall, docks, grass, or sidewalks is prohibited. **Power cords and hoses may not be run or connected across docks or piers.**
- 5. NOISE:** Noise levels shall be kept to a minimum, always. OWNERS, and OWNER's family, guests, invitees, and vendors, shall use discretion when operating engines, generators, and entertainment devices so as not to create a nuisance or unreasonable disturbance to others. Socializing aboard the vessels or in the community area of the Marina must not cause an unreasonable disturbance to other marina users at any time.
- 6. SWIMMING:** Swimming in the marina waters is prohibited.
- 7. PETS:** No pets are allowed ashore from vessels except for access to and from a parked vehicle. Longboat Key dog regulations must be followed including being on a maximum 8ft leash when on DOTB property and the immediate removal and proper disposal of animal waste. Excessive or continuous audible pet noise from a vessel is prohibited.
- 8. PARKING:** OWNERS may use one parking space, if available, per boat slip for access to the marina while using or servicing their vessel. **No commercial vehicles of any kind are permitted.** Any parked vehicle must be in operating condition. Vehicles left in parking spaces following the departure date of a leased boat slip must be removed on the departure date and are subject to removal and towing ten (10) calendar days after the departure date. Costs for removal, towing and storage will be the responsibility of the OWNER. DOTB reserves the right to control use of the parking areas and to make parking changes as it sees fit. **Trailers with/without boats may not be parked on DOTB grounds.** OWNERS may not keep their vehicle at the DOTB parking lot while not aboard their vessel without expressed written permission from DOTB management.

Owner's Initials \_\_\_\_\_

Co-Owner's Initials \_\_\_\_\_



**9. GARBAGE AND WASTES:** Garbage or waste may not be disposed into the Marina's water. All waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel, solvents, or inflammable liquids into the marina waters. It is the OWNER's responsibility to ensure that bilges are kept free of fuel traces to prevent contamination of the waters. Bilges shall not be pumped while within the Marina waters. **DOTB does not provide waste tank pump out.** DOTB complies with local and state regulations intended to keep the environment clean. OWNER shall comply with all applicable federal, state, county, and municipal laws, and regulations. OWNER shall be responsible for all costs, damage, and expenses caused by pollution from such OWNER's vessel including civil penalties, administrative costs, attorney fees, and damages incurred by DOTB in mitigating a pollution event or responding to an inquiry or investigation by a governmental agency.

**10. MARINA BATHROOMS AND BIKE RACKS:** No personal items may be affixed to any DOTB property. Personal items left in community areas and buildings will be removed. The Marine Bathrooms and Bike Rack areas are for the use of dockage customers; standards of cleanliness of surroundings and courteous behavior is expected. Dockage customers are responsible for the behavior of their guests.

**11. LIVEABOARDS AND OVERNIGHT STAYS:** **Without exception, liveabards and overnight stays aboard vessels are prohibited. Neither OWNERS or OWNER'S GUESTS may stay overnight on OWNER'S VESSEL.** The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period.

**12. MAIL DROPS: OWNERS MAY NOT USE DOTB AS A MAILING ADDRESS.** The local post office and other mail drop options can provide convenient options.

**13. SIGNS AND ADVERTISING:** "For Sale" signs or other signs must not be placed on the vessel or vessel slip/space without permission of DOTB. DOTB reserves the right to remove any non-approved sign from the vessel or slip/space without notice to the OWNER. Similarly, the OWNER shall not affix or attach by screw, nails, bolts, or any other means any article, fixture, or equipment to the piers, docks, seawall, or structures without prior permission of DOTB.

**14. ELECTRICAL OUTAGES:** DOTB shall not be held responsible for electrical interruptions or outages or the results or damages therefrom.

**15. USE OF DOTB AMENITIES:** Not all DOTB amenities are available for use by OWNERS or OWNER's family, guests or invitees. The amenities available for use by OWNERS and OWNER's guests are the marina docks and the Marina Bathrooms. The amenities NOT available include the south deck, the pools, the tennis courts and the spa.

**16. CLEANLINESS OF VESSELS:** Topsides of vessels must be always kept in ship-shape condition. No laundry, towels, bathing suits, or other such items shall be hung on boats, piers, or docks at any time.

**17. WEATHER SAFETY:** The OWNER of each vessel accepts all responsibility for the proper positioning, tie-up and checking of the vessel under all circumstances. In the event of forecasted foul weather approaching, DOTB reserves the right to remove any item from the piers, docks, seawall, and community areas to provide for the safety of its property and that of others. Loose items belonging to the OWNER will be stowed on the OWNER's vessel.

**18. CHECKING OUT:** OWNERS checking out of the Marina shall report to the DOTB office and settle their account prior to departure. OWNERS shall notify the DOTB office and pay all balances owed prior to removing their vessel permanently from DOTB.

**19. SUBLEASING:** No OWNER shall allow any vessel other than their own registered vessel to occupy the slip/space



granted under the terms of such OWNER's Slip/Space Lease Agreement with DOTB, nor shall any OWNER use or occupy any other slip/space without the express consent of DOTB.

**20. EXTENDED CRUISES:** OWNERS of vessels leaving for an extended cruise (60 days or longer) are required to notify the DOTB office. The slip may be held until return by paying monthly rental in advance. DOTB Management reserves the right to use/rent all slips/spaces when vacant. Transient vessels occupying an absent OWNER's slip/space are required to move said transient vessel to another open slip/space immediately upon notice by DOTB. Before returning to DOTB, extended cruisers must notify DOTB 36 hours before their return.

**21. DELINQUENT ACCOUNTS:** In the event the slip/space fees or other DOTB charges have not been paid within thirty (30) days after the same shall become due, the DOTB shall, at its sole option, have the right to change the slip rate from the monthly rate to the daily rate. All storage charges thereafter shall bear interest at the highest legal rate. After ninety (90) days of non-payment of amounts due, DOTB will take necessary steps to collect said amounts due plus reasonable collection and legal expenses.

**22. CHANGE OF RULES AND REGULATIONS:** DOTB reserves the right to amend these Marina Rules and Regulations from time to time and at any time it deems necessary. Notice of changes hand-delivered or mailed to the OWNER at their mailing address provided on the Slip/Space Application shall constitute sufficient notice.

**23. REPAIRS & MAINTENANCE.** Repairs and maintenance of OWNER's vessel shall be the sole responsibility and liability of OWNER. DOTB is relieved of any liability or responsibility, and shall be held harmless, should such work or maintenance result in any damage. No major boat repairs are permitted in the Marina. In the event that OWNER hires a contractor, mechanic or other repair person or service to perform work on their vessel, the company or individual hired must provide proof of liability insurance in amount of not less than \$300,000 coverage, name DOTB as an Additional Insured and receive approval from the DOTB Dock Master or DOTB Management **in advance** of the commencement of the work.

**24. DOCK LINES.** OWNERS docked in standard slips must use at least six dock lines, two forward, two aft and two spring lines. Dock lines must be in good condition, must be appropriately sized and must be replaced when they begin to show wear. The Dock Master may require additional lines for safety. When leaving, dock lines are to be placed on the dock safely. No lines are to be left lying across walkways to docks. **During hurricane season all dock lines must be doubled.**

**25. ONLY THE OWNER'S VESSEL ALLOWED IN SLIP.** Only ONE vessel of any type is permitted in any boat slip. No jet skis, dinghies, skiffs, rafts, kayaks, paddle boards, etc. are permitted in the water or stored on finger piers, docks or otherwise stored in the Marina. Dinghies and Tenders may not occupy an additional slip.

**26. VESSEL REGISTRATION.** All vessels must have up-to-date and valid state registration or Federal documentation and comply with Florida law. Per Florida law, if the vessel has been in Florida waters for a period longer than 90 days, then a valid Florida registration is required. This includes Federally documented vessels and state-titled vessels. ALL vessels at the marina that have been in Florida waters for longer than 90 days must display a valid Florida registration sticker on their port bow for a state titled vessel or on a port-side window if federally documented.

**27. OWNERS, and OWNER's FAMILY, GUESTS AND INVITEES.** OWNER is responsible for the actions of their family, guests, and invitees. OWNER will be considered responsible for any damages or disturbances caused by their family, guests, or invitees. The OWNER must be present when a guest or invitee is aboard their vessel. **Under no circumstances shall an OWNER allow a family member, guest, or invitee to stay overnight on or live aboard their vessel.**



**28. VESSEL CONDITION AND MAINTENANCE.** OWNER will, at OWNER's expense, (a) maintain the vessel in a clean, seaworthy, sanitary, and fully operational condition, and that it will be regularly repaired and maintained. **The vessel shall be able to get underway under her own power with her crew**, and shall not create a fire hazard, eyesore, or sinking hazard, and (b) always keep the vessel properly moored and dry within.

Owner acknowledges receipt of these Marina Rules and Regulation and agrees to abide by them. All signatures collected on this document, whether handwritten or electronic, are valid and enforceable.

Owner's Name \_\_\_\_\_ Owner's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Co-Owner's Name \_\_\_\_\_ Co-Owner's Signature \_\_\_\_\_

Date: \_\_\_\_\_