

HINGHAM SHIPYARD MARINAS RULES AND REGULATIONS

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. 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.

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, ice chests or Marina fuel tank filling areas, since 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. **FUEL:** Diesel and gas are available at the fuel dock during the posted hours of operation. The fuel dock is a no smoking area, and the posted rules in the fuel dock must be followed. Please note that refueling is prohibited in the berthing area. As an additional service, vessel owners can contact the Marina office to have their vessels fueled during off-peak times by Marina staff so that the vessel is ready for departure.
4. **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.
5. **LAUNDRY:** A coin-operated laundry is available at Landfall Marina facilities
6. **REFUSE AND SEWAGE DISPOSAL FACILITIES:** Dumpsters and 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 is a "No Discharge Zone". Pump out service for marine sanitation devices and dumping for portable heads is available at the service dock next to the vessel lift area. See the Marina staff for service assistance.
7. **OIL AND ANTIFREEZE DISPOSAL:** Waste oil or antifreeze generated on-site may be disposed of at a designated area (please contact the office for more information). The oil or anti-freeze must be in a closed container, and must be placed within one of the containment areas designated for this purpose. 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.
8. **BATTERY RECYCLING:** Lead/acid batteries from vessels on-site may be disposed of at a designated area (please contact the office for more information). The battery must be intact, and must be placed within the containment area designated for this purpose.
9. **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.
10. **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.
11. **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.
12. **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.
13. **CONDUCT:** We value the community atmosphere of the Marina, and we 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 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.
14. **NOISE:** Please use mature judgment 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.
15. **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.
16. **SOLICITING:** To assure the privacy of others, advertising or soliciting is not permitted anywhere on Marina property.
17. **CAMPING:** Camping is not permitted anywhere on Marina property.
18. **FIRE SAFETY:** The use of charcoal burners, hibachis, grills and any open flame producing equipment, other than installed galley stoves, is prohibited within the Marina premises unless a fire permit is obtained from the Marina office. The use of charcoal grills/hibachis may be permitted in designated areas near the head of the gangway; check with the Marina office. **Unattended use of electrical equipment aboard a stored vessel (in water or on land) is strictly prohibited and will be removed by the Marina.**

HINGHAM SHIPYARD MARINAS
RULES AND REGULATIONS continued

19. SWIMMING: Swimming is not permitted from the docks or from the vessels docked at the Marina.
20. 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.
21. 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. We also require the use of chafing gear. Vessels moored to buoys shall be secured with a stout rope to the buoy in a safe and secure manner and shall use proper chafing gear 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.
22. TENDERS & SKIFFS (10' or under): Tenders and skiffs may be stored alongside the vessel at certain slips/locations where there is space available (**with the approval of the Marina**). 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**.
23. BOAT MAINTENANCE ON THE WATER: Customers may work on their vessels between the hours of 8:00 a.m. and 8:00 p.m. For your safety and protection of your vessel please check into the office prior to working on you vessel. Prior approval of the Marina management is required to work on vessels from 8:00 p.m. to 8:00 a.m. Work performed on vessels at the slip will only be permitted if it does not: (a) interfere with other boater's 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 to haul the vessel.
24. VESSEL MAINTENANCE ON LAND: When working on the hull of a vessel, the area under the vessel must be covered with tarps to prevent contamination of the ground. All sanding must be done using dustless sanders, which are available at the Marina office for rent. Wet sanding, grinding and stripping of vessel bottoms are prohibited (contact service office for this work). Upon completion of the work or at the end of the day, the tarps must be picked up and any waste materials must be properly disposed. No storage of hazardous materials under or around the vessel is permitted. If you are not sure of the proper disposal method, please stop in the Marina office for help. Any vessels found with discoloration on the ground around the vessel will not be released until the source of discoloration has been determined, and the appropriate action taken at the customers sole cost and expense, including, without limitation, legal fees.
25. 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. For the protection of our customers, all contractors **must** have a work order signed by the boat owner and 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). **Vessel owners are ultimately responsible to pay for their subcontractor's access fees in the event of a failure to pay by their subcontractors**.
26. 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.
27. 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 towns of Hingham and 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.
28. 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 to dry storage areas, due to the number of vessels and limitations of the Marina staff.
29. 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 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. 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.