

**CITY OF MENTOR
MENTOR MARINA
DOCKAGE/STORAGE CONTRACT
2023**

This Agreement is made at Mentor, Ohio as of the date set forth herein below by and between:

- (i) City of Mentor, an Ohio municipal corporation (hereinafter, "Mentor") whose address is:
8500 Civic Center Blvd.
Mentor, Ohio 44060

and

- (ii) _____ (hereinafter, "Lessee")

whose address is:

WITNESSETH:

In consideration of the mutual covenants and promises made herein and for other valuable consideration Mentor and Lessee hereby agree as follows:

1. **TERM:** For purposes of the Agreement, the summer dockage season (herein called the "Summer Season") shall commence on May 1, 2023, and end on October 31, 2023. The winter storage season (herein called the "Winter Season") shall commence on November 1, 2023, and end on April 30, 2024.
2. **SUMMER DOCKAGE AND WINTER STORAGE.**
 - 2.1 In consideration for Lessee's continued performance of Lessee's covenants and obligations hereunder, Mentor shall provide summer dockage and winter storage, if desired, within the Mentor Marina for Lessee's watercraft (herein called "Boat") during the Agreement Term. Lessee acknowledges that Mentor shall have sole discretion to designate, and may periodically change from year to year, the dockage and storage space allocated to Lessee and Lessee's Boat and its fees and charges, and, regardless of any improvements made by Lessee to the dock area. Subject to the provisions hereof, privileges include dockage (with utilities if applicable) during the Summer Season, storage during the Winter Season if desired, lift out and launch, and such other services and privileges for a fee.
 - 2.2 All dockers and storage customers must provide Mentor Marina with proof of boat ownership (title and current registration), **driver's license** and liability and property damage insurance as specified in Section 4.7 of this agreement before a contract can be executed.
 - 2.3 Mentor is authorized, but not obligated, and without risk of liability, to lift and store any Boat using summer dockage at Lessee's expense if arrangements for the removal of the boat have not been made by October 1 of the Summer Season. Such arrangements shall be made at the initiative of the Lessee and notice of such arrangements shall be given to Mentor and its office no later than October 1 of the Summer Season.
 - 2.4 Failure of Lessee to launch or remove his boat from the storage yard by the end of the Storage Season shall be deemed to be an authorization for Mentor to have the boat or trailer removed and dry stored elsewhere at Lessee's expense and risk. Mentor expressly disclaims any responsibility for Lessee's Boat and/or trailer/cradle after removal.
 - 2.5 Winter stored boats shall be launched at Lessee's request beginning May 1st of the calendar year. When additional handling is necessary, Lessee must pay additional charges for same. Lessee must make arrangements with Mentor Marina prior to the end of the winter storage season to have their indoor boat storage out of the building by no later than May 11th.
 - 2.6 All Boat trailers stored at Mentor Marina must have a current Mentor Marina Trailer storage sticker affixed to the tongue of the trailer. Trailers without a sticker will be moved offsite at the owner's own risk and may be impounded by the Mentor Police Department.
 - 2.7 No winter or rack storage of wooden boats is permitted.
 - 2.8 Mentor Marina limits boat and or trailer storage to one season. At the end of one season, if a new contract is not signed the boat must either be launched into the water or removed from the Marina property. All unauthorized boats left more than one season will be considered abandoned and legal action may be taken to remove or dispose of the boat.
 - 2.9 All trailers, boats, jet skis, golf carts etc. will be kept only in designated areas allowed by the Marina manager. Anything left in non-designated area will be moved at the marinas discretion and put into a designated area (see attached map). Any necessary removal will be charged a fee of \$100.00 per item moved and there after a charge of \$20.00 per day will be assessed for temporary storage.

_____ **Initials**

3. **FEES AND CHARGES.** Lessee shall pay Mentor fees and other charges for dockage in accordance with the current fee schedule. If Lessee does not pay fees and charges when due, Mentor shall also have the right and option to terminate this Agreement. Upon such termination, that portion of fees and other charges previously paid will be retained by Mentor as liquidated damages. **If the dockage deposit is not paid by February 15, 2023, the dock will then be placed on the dockage available list for rental. If the total dockage fee is not paid in full by April 15, 2023, the deposit is forfeited, and the dock will be placed on the dockage available list for rental. NO EXCEPTIONS.**
4. **COVENANTS.** Lessee hereby covenants and agrees that:
 - 4.1 No solicitors, brokers, salesmen, or workmen are permitted on or about the Boat while it is in the anchorage or storage yard unless previously approved by Mentor and accompanied by the Lessee or any authorized agent of Mentor. The commercial use of boats, docks or any areas of the Marina (inclusive of the waterways) by Lessee (for example, but not limited to, fishing charters, dive boats, tow boats, etc.) is prohibited.
 - 4.2 Mentor has sole discretion to determine which summer dockage space and which winter storage space shall be allocated to Lessee and for Lessee's boat. During the appropriate Summer or Winter Season, Mentor may periodically assign different dockage or storage space to Lessee for Lessee's Boat as determined by Mentor (at its sole discretion).
 - 4.3 Any rights and privileges granted under the terms and provisions of this Agreement for dockage or storage are personal and not assignable by the Lessee to any party for any reason whatsoever. Any attempt by Lessee to assign rights under this Agreement shall cause Agreement to become null and void. In such event, Lessee shall receive no refund of money paid through the date of the attempted assignments.
 - 4.4 Lessee's Boat shall not be released from summer dockage or from winter storage unless and until Lessee pays Mentor any and all fees and charges required hereunder.
 - 4.5 Lessee hereby accepts and shall abide by Mentor Rules and Regulations attached hereto and incorporated by reference herein, as periodically amended by Mentor (at its sole discretion), and all other Mentor rules, regulations, and policies.
 - 4.6 Notwithstanding any contrary provisions herein, Lessee shall not be deemed a bailor, nor shall Lessee assert or institute any actions, causes of actions, demands, or claims that Mentor is a bailee of Lessee's Boat or other property. Lessee hereby expressly assumes full responsibility for any and all loss, accident or damage to the boat and Lessee's personal property.
 - 4.7 Lessee shall obtain and maintain continuously such personal liability insurance in an amount of at least \$500,000.00 per accident or occurrence and property damage insurance as are sufficient to cover any loss or damage to the Boat and to protect Lessee and hold Mentor harmless against any loss or damage by reason of injury or death to person or damage to property resulting to or caused by Lessee's Boat or other property or persons using same regardless of cause or reason.
 - 4.8 Dockage deposits in the amount of \$400.00/dock for the **2023** boating season are due by **February 15, 2023**. Failure to pay the dockage deposit by the due date will result in the dock being placed on the dockage available list for rental.
5. **RELEASES AND INDEMNIFICATION.** Lessee hereby releases, forever discharges, indemnifies, and saves Mentor harmless from and against any and all liabilities, damages, injuries, actions, causes of action, claims, demands, costs (including, but not limited to, court costs and attorney's fees) and expenses directly or indirectly arising from or related to occupation of the premises.
6. **TERMINATION.**
 - 6.1 Mentor may terminate this Agreement upon five days written notice to Lessee at Lessee's last known address if Lessee violates or permits violation of or fails to perform any of Lessee's covenants, duties, or obligations hereunder. In the event of termination under this Section 6.1 if Lessee fails to remove his property from Mentor's premises, Mentor is authorized to dry store such property at any off-premises location selected by Mentor and at Lessee's expense and risk. Lessee shall not be entitled to any refund of fees or charges paid if Mentor terminates the Agreement under this Section 6.1.
 - 6.2 Notwithstanding any contrary provision herein, Mentor may terminate this Agreement for any reason (with or without cause) after mailing to Lessee (by ordinary United States mail) written notice at least twenty (20) days prior to the termination date; provided, however, that if Mentor terminates the Agreement under this Section 6.2, Mentor shall refund to Lessee a pro rata portion of all fees charged hereunder.
7. **MISCELLANEOUS.**
 - 7.1 Where appropriate, words used in this Agreement in the singular shall include the plural (and vice-versa) and words used in the masculine, feminine and neuter shall include each other.
 - 7.2 This Agreement is executed in the City of Mentor, State of Ohio and all disputes, controversies and interpretative matters hereunder shall be governed by Ohio law.
 - 7.3 This Agreement constitutes the entire Agreement between Mentor and Lessee regarding the subject matter hereof and all other written or oral agreements, arrangements, representations, statements, and warranties regarding the subject matter hereof are merged into and superseded by this Agreement. This Agreement may not be amended unless in writing signed by both parties, except as provided in Section 7.4 herein.
 - 7.4 The Rules and Regulations, attached hereto, may be amended by Mentor from time to time at Mentor's sole discretion, for the safety, health and welfare of persons using dockage or storage space. Notice of any such amendment shall be made by sending an email or placing a copy of such amendment on or about the assigned dock, or on Lessee's Boat, as well as in a

public place in the Mentor Marina Office and shall be deemed to amend this Agreement automatically without further action by the parties.

- 7.5 All provisions of this Agreement are severable, and no provision hereof shall be affected by the invalidity of any other such provision.
- 7.6 Failure of Mentor to exercise any right hereunder to enforce compliance with the terms of this Agreement shall not constitute a waiver of any provisions herein with respect to any subsequent breach, actions, or omissions hereunder.
- 7.7 NOTE: MENTOR MAKES NO GUARANTEE AS TO ADEQUATE WATER LEVELS WITHIN THE MARINA DUE TO NATURAL FLUCTUATIONS.
- 7.8 Penalties – Any boat, jet ski, golf cart, trailer, etc. stored during or after the season without authorization will result in Mentor charging a penalty. The Marina office will contact the owner and the owner will be given a required date of removal. If the owner fails to timely meet the required removal, the item will be impounded and either stored within the Marina or an independent storage facility. If removed and placed in temporary storage at the Marina the charge will be provided as in section 2.9. If at the marina's discretion the removal is conducted by a third party to an offsite storage facility. The owner will be responsible for the removal (\$150.00 to the city) and the impound fee and associated fees designed by the outside company.

CITY OF MENTOR MARINA RULES AND REGULATIONS

Lessee, Guests and Dock Activities

1. Lessee is responsible for family members and guests. Lessees, their family members, and guests shall not violate any applicable local, state, City of **Mentor Marina Rules and Regulations** or federal law or regulation in or about the Marina premises. Violation will cause Lessee to lose privileges up to and including termination of this Agreement.
2. **Key fobs** used or permitted to be used by anyone other than Lessee may result in termination of the contract. **Two (2) key fobs are supplied to each dock owner at the initial time of rental and will be reactivated free of charge with the renewal of their dockage. Dock owners are permitted to purchase a maximum of three (3) additional key fobs for a fee of \$50.00 each. A fee of \$25.00 will be charged at the start of each new contract season for the reactivation of each previously purchased additional key fob. If a key fob is lost or stolen, a \$50.00 fee will be charged for each replacement.**
3. In the interest of the general welfare of the public and Marina Lessees, excessive drinking, noise, profanity, or any other disorderly conduct is not permitted. Quiet hours shall be from 11:00 p.m. to 9:00 a.m. Playing an amplified sound system is prohibited during quiet hours; otherwise, systems may be played if the sound does not disturb anyone outside Lessee's dock/boat area. The facilities are intended for family enjoyment, and it is required that Lessees, their family members, and guests conduct themselves in a manner suitable for this intended use. Family members and guests are the responsibility of Lessee. Violation will cause Lessees to lose privileges up to, including, termination of this agreement. Consumption of alcohol outside the fenced gated areas within the Marina, which include the Mentor Lagoons Nature Preserve, is prohibited.
4. Performance by a live band during non-quiet hours requires pre-approval and a signed permit by the Marina Manager or a designee. The hours in which the band may perform will be determined by the Marina Manager and written on the permit. No live music may be played outside of the permitted hours.
5. NO swimming is permitted in the Lagoons or Marina waterways.
6. NO camping tents, pop-up trailers, tractor trailer cabs, motorhomes, box truck/trailer etc.
7. NO removal of grass areas to create parking spaces or other uses unless authorized by Marina Manager.
8. NO overnight parking of recreational vehicles in the Nature Preserve or Marina.
9. NO pools.
10. Lessees and guests must park vehicles in an orderly fashion so that drives are not blocked. At the sole discretion of the Marina Manager, guest(s) may be asked to park in the designated parking areas outside the fenced perimeter.
11. Dogs are permitted on the grounds, but they must always be on a leash and attended by their owners. Should Mentor receive two complaints, such animal shall not be permitted thereafter on grounds. Animal waste may not be thrown in the water and must be disposed of like human waste.
12. Guests: No guests or children of Lessee may utilize any of the facilities unless with a Lessee. Mentor reserves the right to limit dockside entertainment or number of guests.
13. Lessee agrees to mow and maintain the grass and grounds in and around Lessee's dock area. Failure to do so will result in City of Mentor doing the work and assessing the Lessee a \$50.00 charge for each mowing.
14. If dock lessee is getting any items delivered (kayaks, floating docks, Portajons, fill dirt, golf carts, etc.) to their dock, the lessee is required to be present in order to give access to the marina. The city will not be responsible for any delivery.

Docks Structures and Utilities

15. Decks and structures at the dock area must meet safety standards including but not limited to no open holes in decks, rotten planks must be replaced and no trip hazards. Deck areas must be kept neat and orderly, no garbage, old batteries, gas cans, etc. After notification of violation dock owner will have 7 days to correct the hazard.
16. Docks may not be altered in any way by Lessee unless approved by Marina Manager.
17. No new wood constructed pavilions or sheds.
18. No construction of concrete pads for any reason.
19. No installation of sinks or other plumbing within the dock area or structures (the Marina has no means available for sanitary disposal of wastewater).

20. No privately installed underground drainage systems.
21. The Mentor dockside electrical system is a grounded, three-wire 110-volt system with 30-amp fuses at each electrical box. You may blow these fuses if the system is overloaded. You may not tamper, alter, or work on this system. Blown fuses may only be changed by personnel authorized by the City of Mentor. Caution must always be exercised when water and electricity are both present...ground fault equipment may be necessary. No lights attached to dock are to be left on while Lessee is not present at the Boat. Electric use is defined as one 30-amp receptacle per dock. Any electrical needs past the City owned station are the responsibility of the dock lessee and all electrical requirements are needed to be followed according to 2020 National Electric Code standards.
22. All dockside modifications to the electrical systems and service are required to have an electrical permit. All electrical systems must include an exterior readily accessible disconnect switch and ground fault protection. There is a 30-amp limit for each dock holder's leased area where electricity is available.
23. Electrical modifications will also require a City of Mentor Building Permit. Applications can be secured at the Building & Engineering Department, 8500 Civic Center Boulevard.
24. Dockside water connections must be turned off at the faucet when Lessee is not aboard his Boat. Although dockside water is provided by Aqua Ohio, Inc., it is recommended that Lessees not use it as potable water.
25. The use of vehicle tires as bumpers against the dock is not permitted. Standard marine bumpers only.
26. Any Lessees that do not plan to renew their dockage for the dockage season must remove any non-permanent dock material by October 31 of the current contract year. Existing concrete docks are considered permanent and shall not be removed. All dock material or structures left after October 31 will be considered abandoned and become the property of Mentor to use or dispose of at the discretion of Mentor. Any sale of deck material must be completed and removed from the dock by October 31 of the current contract year. The sale of deck and dock space together is prohibited. Removal of deck material and equipment used must be approved by the Marina Manager before removal. Any damage to the Marina or grounds or clean-up is the responsibility of the dock tenant.
27. As of January 1, 2022, all dock locations that are part of the Bulkhead Replacement Project and future construction will be required to conform to "Personal Space" requirements. Personal space is defined as an area of 32' by 16' (for a 40' leased dock) and 26' by 16' (for a 30' leased dock) off set approximately two feet from the concrete walkway. This area will be where any of the lessee's possessions are permitted. Examples include, but not limited to, wooden dock structure, canopy, dock boxes, furniture, fire pits, decorations, etc.
28. Lessees scheduled for future Bulkhead Replacement construction will have the responsibility of removing the dock structures and all amenities from the construction site prior to October 31st of the calendar year. Any items left on site prior to the construction date will be removed and disposed of by the City of Mentor.
29. Lessees are required to submit to the Marina Manager in writing, plans for any dock improvement or modification (i.e., dock, deck, fences, landscaping, and electrical). Dock holders are required to have written approval prior to delivery of materials, construction and/or installation of any of the above-mentioned proposed improvements. The lessee remains responsible for any damage done to utilities, appurtenances, or other city property caused by lessee's dock improvement or modification. Lessee will be charged time and materials to fix said damage.
30. Docks and supported wood decks are to conform to standard building construction practices and materials. Pressure treated wood lumber shall be used for construction. Concrete docks, decks and pads are prohibited. Decks shall be attached and adjacent to dock structure. Docks and decks shall be built at grade level with a maximum size (combined) of 512 square feet. This total square footage is considered "Personal Space". Material sizing charts for typical dock and deck construction guidelines are available from the City of Mentor Department of Engineering and Building and at the Marina Office.
31. Dock area fences must be constructed of wood or vinyl and may not exceed four feet (4') in height. Fencing shall be constructed to provide minimum 50% opening. Lattice type fencing is recommended. Paint, stain or sealing of railing/fencing will be a white or neutral gray or beige or a semi-transparent stain. Board-on-board, chain link and metal fences are prohibited. Fence may encircle dock holder's dock and deck only.
32. As of March 1, 2002, an existing open sided wood constructed pavilion can be maintained by the original dock holder in its current condition only. The existing pavilion cannot be transferred or sold to a new dock holder. The dock holder must remove the existing pavilion if the contract is not renewed. Existing pavilions will be evaluated on an individual basis from season to season and will be subject to removal at the City of Mentor's discretion. Pavilion may be screened. Expansion of the pavilion, installation of storm windows, downspouts, gutters, or a concrete pad is prohibited.
33. As of March 1, 2002, for docks where there is not an existing open sided wood pavilion, a maximum of one (1) fabric or canvas canopy structure is allowed, however, a 2nd canopy may be allowed with approval from the Marina manager. The fabric or canvas canopy must be securely anchored to dock or deck and constructed of a natural shade (Acceptable colors are white or neutral gray or beige) (i.e., no canopy that is overly bright, striped, or patterned) durable material on a pre-engineered pipe frame structure. The canopy cannot exceed an overall area of 12'-0" x 20'-0" with 8'-0" high corner posts. Fabric must be flame retardant treated. Poly tarpaulin is not allowed. The canopy shall be located adjacent to or attached to the dock of the dock holder's leased area. Canopies must be in good condition and maintained throughout the season.
34. As of May 1, 2002, a maximum of one (1) existing wooded storage shed can be maintained by the original dock holder in its current condition only. The existing wooden shed cannot be transferred or sold to a new dock holder. The dock holder must remove the existing wooden shed if the contract is not renewed. Removal by the City of Mentor will be at the Lessee's expense. Existing sheds will be evaluated on an individual basis from season to season and will be subject to removal at the City of Mentor's discretion.

35. A maximum of two (2) dock boxes or 2 – 7 x 7 sheds will be allowed per dock holders' leased area. Only Gray or beige Rubbermaid type dock boxes are acceptable (or approved equal by another manufacturer). Wooden or metal sheds are forbidden. These dock boxes or sheds should be kept in good condition. The dock box/shed footprint may not exceed 98 square feet.
36. The addition of landscaping plants and materials are allowed within the dock holder's leased area/personal space by permit. A site plan showing type, size, quantity, and layout shall be submitted with a maximum coverage not exceeding 10% of the dock holder's leased area. Maximum full mature height for plants and shrubs shall not exceed 4' above ground level. Gardens for growing and harvesting food are prohibited.
37. TV antennas shall be dish type no larger than 25" in diameter and are to be mounted on masts less than 8'-0" high that shall be installed adjacent to the dock.
38. Intermittent security lighting on a motion detector is permitted.
39. Deck and landscape lighting will be low voltage and cannot be light trespassing in nature, and traditional lighting cannot be light trespassing.

Lessee's Boat and Boat Maintenance

40. A Lessee may work on his own Boat if such work does not interfere with the rights, privileges and safety to other persons or property. Mentor shall reserve the right to require any outside mechanic, craftsman or any other persons performing any work on Lessee's Boat, while in or on the premises of Mentor, to first provide Mentor a standard Certificate of Workman's Compensation and liability insurance coverage and must fill out a data sheet provided at the Marina office outlining the scope of work being performed, to protect the health, safety, welfare and property of other Lessees. Failure to meet these requirements will require that Lessee's Boat be removed from the premises of Mentor for repairs. All repairs performed on Lessee's boat must meet current E.P.A. Best Management Practices as not to cause any pollution of grounds or water. Sandblasting and all hazardous materials must be contained and disposed of properly. The Marina Office must be notified, and approval granted before any repairs can begin. Access by contractors, vendors and or owners to any storage buildings must be pre-approved by the Marina Manager.
41. In case of emergency, as determined by Marina Manager, it shall be authorized to move the subject Boat, if possible and practical, to a safer area to protect the Boat, Marina property or general welfare of the marina users if the Boat is unattended and Lessee cannot be reached. However, under no circumstances is Mentor under any obligation to provide this service. Any costs incurred by Mentor shall be billed at the yard rate or as posted in the office. Lessee agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject Boat which may arise out of failure of the Lessee to move the Boat, the inability of Mentor. In general, the Lessee shall be solely responsible for any emergency measures.
42. One approved/certified gasoline container no larger than 5 (five) gallons for lawn mowing and for an outboard powered boat designed without an internal fuel tank. Under no circumstance may a boat with an internal fuel tank be refueled from a gasoline container.
43. Only EPA approved antifreeze may be used for winterizing. The Ohio Revised Code (6111.04) states that it is illegal to dispose of any non-EPA approved antifreeze into Ohio waters.
44. Oil drained from boats must be properly disposed. For docker convenience a used oil tank is available for disposal. Under no circumstances should used oil be placed in garbage dumpsters.
45. Boats shall never be driven in the channels and waterways at more than five (5) miles per hour and shall not create a wake of more than 3 inches. The vehicle speed on Marina roadways shall not exceed five (5) miles per hour.
46. No storage of trailered boats, jet skis, etc. is permitted at the dock or common area.
47. No rafting of boats is permitted without prior approval from the Marina office.
48. Lessee must use adequate tie lines on lessees Boat so that it will be confined to the assigned dockage slip. Mentor is authorized, but not obligated, to put new tie lines on Lessee's Boat and charge Lessee the fair market value and installation fee therefore, as determined by Mentor.

Boats, Cradles and Trailers

49. Lessee must clearly place his name on any cradle which is stored on the premises during the winter storage season. No utility trailer storage permitted. Any cradle unused for a season shall be deemed abandoned and disposed of in a manner determined solely by Mentor. Mentor disclaims all responsibility for damage done in handling cradles or trailers, and assumes no responsibility for stolen trailers, trailer parts, and other personal property.
50. All boats stored indoors during the winter should be covered. Mentor Marina accepts no responsibility for damage to boats stored inside.
51. Storage of winter tarps and/or frames during the Summer Season is the sole responsibility of Lessee. Any frames or tarps unmarked shall be deemed abandoned and disposed of in a manner determined by the Marina Manager or designee.
52. No unauthorized trailers are permitted to be parked overnight at the Marina except for properly permitted boat trailers parked in designated areas.
53. Sailboats – Marina will not store sailboats unless the owner provided cradle is deemed safe by the marina staff. We will not store sailboats on stands.

Boat Sinking

54. In the event Lessee's Boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying Marina waters, Mentor may, if Lessee cannot be contacted immediately, and if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat. All costs shall be at Lessee's expense.

Additional Watercraft

55. All personal watercraft (including but not limited to) jet skis, dinghies, jet ski docks (floating or land-based), davits, winches, hydro-hoists, or any devices for lifting or launching of watercraft, must have their location within the Marina pre-approved by Mentor before installation or launching. Generally, the location will be limited to the dock area leased and will not be permitted to encroach into any other dock space or be in an area that would create a hazard to navigation.

Additional Lessee's and Guest Responsibilities

56. The unlawful possession and/or use of firearms or any other type of weapons as well as fireworks of any type on Mentor property will result in immediate termination of Dockage/Storage Agreement.
57. **Key fobs** used or permitted to be used by anyone other than Lessee may result in termination of the contract. A fee will be charged for lost or stolen **Key fobs**.
58. Window stickers must be affixed to the lower driver's section of the windshield of all Lessees' vehicles in order to pass through the entry gates to the Marina.
59. Mentor shall provide garbage containers for Marina-generated waste only. Those depositing non-Marina generated waste in the containers will be billed for the cost of disposal and may result in loss of dock privileges. Waste building materials or demolition debris is not allowed for disposal. Any remains from the cleaning of fish must be put in a separate sealed plastic bag prior to disposal.

Golf Cart Use

60. In the interest of safety, any person operating a golf cart at the Marina must have a valid driver's license. All golf carts must have dock numbers affixed to the cart on both sides in 3" letters and numbers in a contrasting color.
61. All golf carts must follow the laws of motor vehicles (including possession of a valid driver's license).
62. No golf carts shall exceed 5 miles per hour.
63. No privately-owned golf carts are permitted in the Nature Preserve under any circumstances.
64. Should Mentor receive two complaints, the owner of the golf cart shall be required to remove the golf cart from the Marina immediately.
65. Gas golf carts are permitted if approved by Marina Manager.
66. Persons operating golf carts under the influence of alcohol and/or drugs will be subject to arrest.
67. Golf carts operated after dark must have lights (a battery-operated boat anchor light is permissible).
68. At the end of the summer season, **October 31** all golf carts must be removed from lessee's dock and either stored off site or stored inside the marina facilities **for the winter storage season – Winter inside storage is a flat rate of \$170.00 for residents and \$200.00 for non-residents.**

Cooking Fire/Campfire Regulations:

69. Only seasoned hardwood is to be used, not over three inches in diameter and which should be stored neatly and in an orderly fashion.
70. Firewatch to stand guard until fire and all coals are totally extinguished.
71. Campfires must be in a fully enclosed wood burning outdoor fireplace (metal or ceramic) or in an at grade fire pit (below grade pits are not permitted). Fire rings can be no larger than three feet in diameter or three feet by three feet square. Rings must be constructed of bricks or paver stones a minimum of 12 inches high (truck or car rims, metal rings, etc. are not permitted).
72. Either a charged hose line (garden hose) or portable fire extinguisher shall be provided.
73. No fire shall be lit when wind conditions cause flames or ash to be blown into surrounding dock area.
74. No fires, including alcohol stoves or charcoal broilers are permitted on boats or docks or within 20 feet of the bulkhead edge of the anchorage basin, and structure or boat.
75. At least one-person 18 years or older shall always be present.
76. Disposal of grass, leaves, brush, and trash etc. by burning is prohibited.
77. No fires shall be lit during an Ozone Action Days as declared by the Northeastern Ohio Areawide Coordinating Agency or such other times as determined by the Marina Manager.

Dockage Partnerships

78. Dockage partnerships are no longer being accepted at the marina. Current partnerships will be honored until such time one or both partners choose to dissolve the relationship.

Lessee's Season Ending Responsibilities

- 79. By October 31, all dock areas must be left neat, clean and in an orderly fashion for the winter season. Failure to do so may result in a maintenance upkeep charge (See Rules and Regulations #13 for mowing charge) to Lessee. All watercraft of any size must be removed from the water and stored off site or at the marina by October 31.
 - a. Canvas or fabric canopy must be removed from frame.
 - b. Lighting and other appliances will be disconnected for power source.
 - c. Refrigerator will be cleaned out.
 - d. Lawn furniture and grills will be stored and covered. All tarps will be green, tan or brown in color.
 - e. All trash will be disposed of properly. No trash will be left on-site.
 - f. Batteries or fuel containers will be stored inside dock boxes or shed.
 - g. All dock boxes/shed will be locked and secured with either shrink wrap or appropriate strapping apparatus.
 - h. Firewood will neatly be stacked.
 - i. Lawn will have 1 final mowing.
 - j. No golf carts will be left on dock site.
 - k. No jet ski's will be left on dock site. Jet skis should be stored outside in the boat storage lot or inside the marina facilities.
 - l. Kayaks, Canoes, Stand Up Paddle Boards, dingy' s, row boats etc. should be locked and secured on dock site.
 - m. The Marina will not be responsible to store any blocking, stands, cradles, etc. during the summer months. Lessee will be responsible to remove items at the time of summer boat launch.

Dock Refrigerator Requirements

- 80. One household refrigerator per dock
- 81. Maximum size-24 cubic feet
- 82. Refrigerators must be enclosed within a dock box/shed.
- 83. Must be plugged into a GFI protected receptacle.
- 84. Must be locked when docker is not at the dock.
- 85. Must be in good operating order, i.e., door seals close tightly, reaches temperature, and shuts off. Note: If you would not use it at home, do not bring it to the Marina.
- 86. Broken refrigerators must be removed from the Marina by the owner. DO NOT PUT THEM IN THE MARINA DUMPSTERS. Refrigerators are the docker's responsibility.
- 87. Failure to abide by these rules could result in refrigerators being banned from the Marina. Periodic inspections will be performed.

Dockers violating the terms of this agreement will be notified in writing by the Marina Office or its agents. A copy of the violation will be placed in the Dockers file. Violations will be subject to sanctions up to and including termination of the Dockage/Storage contract.

THE CITY OF MENTOR IS THE SOLE INTERPRETER OF THESE RULES AND REGULATIONS.

Owner

Address

Home Phone

Cell Phone

Email Address

Date

City of Mentor
By:
