

NESTEGG MARINE RULES AND REGULATIONS

REV. 12/25

“Operator” is used herein to indicate any person authorized to represent Nestegg Marine/Manitowoc Marina, LLC. “Tenant (s)” is used herein to indicate the owner, or his authorized representative of any boat in the Marina.

GENERAL RULES

- Tenant agrees to provide the Operator a current copy of Certificate of Insurance and carry coverage on boat with a minimum of \$500,000 liability coverage per occurrence, and list Nestegg Marine as “Additionally Insured”.
- Tenant agrees to release, defend, indemnify, and Hold Harmless the Operator, its owners, employees, and agents from any and all claims, damages, losses, or expenses arising out of or related to the use of the marina/boatyard facilities or services, including damage to the vessel, personal injury, or property damage, except to the extent caused by the Operators gross negligence or willful misconduct.
- Tenants are liable for the repair or replacement of Marina facilities damaged by their boat whether the boat was under the control of the Tenant or not. Tenants will be held responsible for damage he/she may cause to other boats in the Marina or to Marina structures or facilities.
- Alterations to docks, slips, or other facilities must have approval of the Operator..
- Swimming and diving is not permitted in the Marina.
- Fishing is not permitted off the dock facilities without permission.
- Advertising, marketing, selling or soliciting is not permitted in the Marina without written authorization by the Operator.
- Fires are not permitted anywhere within the Marina except in designated picnic areas. Open flame equipment or barbecue grills are not permitted on docks.
- Chartering for hire is prohibited without exclusive written permission from the operator.
- No equipment, carpeting, painting, bumpers, boxes or additional material of any kind may be installed or stored on docks except marina approved dock boxes.
- Dockside services including water, electric and wifi may be terminated at any time as determined necessary by the Operator.
- Self-fueling of Boats on Marina premises is STRICTLY prohibited. Boats must be fueled at fuel dock by Marina staff ONLY.
- Tenants must comply with all environmental laws and may not discharge, spill, or improperly dispose of fuel, oil, sewage, chemicals, or waste; any actual or suspected spill must be reported immediately. Tenants are fully responsible for all cleanup, remediation, fines, and costs related to spills, environmental damage, or hazardous conditions caused by their vessel or activities, and the Operator may take immediate corrective action at Tenant expense.

VESSEL CONDITION & MAINTENANCE

- To be admitted and to continue as a Tenant of the Marina, a boat must be: Registered, identified, equipped and maintained as required by law and safe boating practices and is subject to inspection by the Operator to determine the maintenance of proper safety conditions as required by the Coast Guard, Marina personnel and law enforcement authorities.
- All vessels kept in the Marina must be capable of meeting all Coast Guard requirements for vessels of the type. Operator reserves the right to remove any vessel deemed not safe or hazardous to other boats, boaters or property, at the Tenant’s expense. While at the Marina, Tenant vessels must be maintained, orderly and in seaworthy condition, capable of operation under their own power. Vessels may not be left unsafe, leaking, derelict, or abandoned, and the Operator may secure, remove, sell, or dispose of any such vessel at Tenant risk and cost, with violations subject to termination of marina privileges.
- All halyards and standing rigging shall be secured so as to prevent noise disturbances. If deemed necessary, marina personnel shall secure rigging at the Tenant’s expense.
- The extent of boat repairs and maintenance permitted at dockside or in storage, is at the discretion of the Operator. Generally, light work is acceptable but major repairs are not allowed.
- Operator assumes no responsibility for damages that may result from the normal handling of Tenant's boat.

OUTSIDE SERVICE CONTRACTORS REGULATIONS

- No Outside Contractors are permitted to perform work at the Marina. Any and all Outside Contractor work is to be conducted, processed and paid through the Marina (Operator). Outside Contractors must receive pre-approval and express authorization from the Marina (Operator) and complete the Outside Contractors Regulation form prior to any work performed. Approved Outside Contractors or Boat Dealers working on any Tenant’s boat must comply with all Marina Rules and Regulations. Any Outside Contractor not observing this policy will be asked to leave the Marina property.

SLIP RENTAL

- Operator reserves the right to utilize any open slip for Marina purposes.
- Tenants may not sublet, sell, assign, transfer, or permit anyone else to use the Tenant’s slip.
- Only one vessel may be registered to a specific slip on a seasonal basis.
- If a tenant sells his vessel and purchases a different vessel, the tenant may continue to lease the slip, provided the new vessel meets all other applicable requirements for occupancy.
- All tenants shall be registered with Marina and classified as an individual, a partnership, or a corporation.
- No vessel’s length overall (LOA) may be longer than the slip it occupies unless authorized by the Operator.
- Tenants MUST submit a completed Dockage Lease Agreement to the Operator to occupy slip.

- Tenants shall make every effort to notify the Operator when their slip will be vacant overnight, and/or when vacated. The Operator reserves the right to rent Tenant's slip to visitors during periods of Tenant's absence. Such use shall be without payment to the Tenant.
- As of November 1st, any boats remaining in slips may be hauled out and winterized at Marina discretion and billed at Tenant's expense. All applicable storage and service fees apply.

PARKING

- Parking of vehicles and/or trailers is at the risk of the tenant. The Operator shall be liable for any damage, misuse, theft, or any other loss sustained while parked at the Marina.
- No overnight camping will be permitted on the marina property. Motorhomes, campers, and related vehicles are not allowed overnight.

CONDUCT

- Boat movement within the Marina basin must be on a "no wake" basis. Marina Quiet Hours are from 10pm- 8am.
- Tenant shall conduct himself so as not to unreasonably harass, bother, or to interfere with the rights and privileges of the other Tenants. Tenants are responsible for the conduct of their guests.
- While at Nestegg Marine, Tenant, his agents, or invitees agree to abide by all boating regulations of the United States, State of Wisconsin and City of Marinette, Wisconsin, and such Rules and Regulations of Nestegg Marine, as may be established hereafter.

STORAGE

- Tenant access to boats in storage is permitted during marina business hours ONLY.
- Batteries must be disabled while boats are in storage.
- No Boats may be plugged in to shore power overnight.
- Tenant use of aerosol paints, spray paints, solvents, varnishes and thinners is prohibited. Tenants are prohibited from power sanding, grinding or generating any airborne particles affecting neighboring boats. Bottom sanding and grinding is prohibited. Hot work and/or open flame of any kind is prohibited. Tenants are restricted to light maintenance and hand-sanding. Tenants risk losing reservation privileges if such tasks are performed.
- Gas or Diesel fuel systems work of any kind is prohibited in storage buildings.
- No one is allowed to stay overnight in Marina buildings.
- Tenant recognizes that outdoor spaces and yards are not fenced, and that Operator does not provide security guard services. Operator will provide periodic observation boat exteriors, cradles and/or stands. Operator does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or other damages from any cause including weather, theft, and/or vandalism.
- Operator is not responsible for any damage to Tenant boats, equipment and/or personal property while in storage. Operator is not liable for damage to boats caused by flood, wind, snow, storms, fire, malicious actions, theft, or Acts of God. All vessels shall be handled at the Tenant's risk subject to reasonable care and handling and Operator assumes no liability for the condition of Tenant vessels.
- Boat covers cannot be tied to boat stands. Any boat cover found tied to stands will be retied by Operator and charged to Tenant at standard marina rates. If the condition of boat covers, frames, or related components of Tenant's boat becomes hazardous while in storage, Operator may take necessary action to correct & Tenant will be charged at standard marina rates.
- Storage contract is not transferable in the event a boat has been sold. Any new owner must register with the Operator, execute a new agreement, and updated proof of insurance must be submitted. Until that time the original signer of this contract is liable for charges incurred and the boat's insurance coverage. There are no refunds on storage charges in the event the boat is removed from the building before the end of the term of this contract.
- Operator must be notified at least one week in advance for anyone to gain access to the building during winter months.
- Operator has full discretion to reposition, place or move boats in the storage facility for best space utilization and access. Boats may overlap bow to stern and rub-rail over rub-rail. An additional foot of space all the way around the boat can be purchased at the regular per square foot rates.
- Tenants are responsible for cleanup around their areas and will be charged if this is not done to Operator's satisfaction. No boat will be launched until work areas are cleaned up satisfactory to Operators discretion..
- As of June 15th, boats remaining in Storage will be charged for summer storage rates as posted on Marina Rate Sheet.
- Winter Storage includes cradle and trailer storage during boating season. Boat trailers or cradles not being winter stored at marina require an agreement from the Operator and applicable fees apply.
- Cradles or trailers left behind by Tenant are assumed to be abandoned if they remain unused for 12 months. The Operator has the right to dispose of abandoned cradle or trailer and bill the Tenant for disposal costs.
- Storage charges must be paid in full by Nov.1 or before the boat is stored. There will be a monthly service charge of 1-1/2% on all outstanding charges. Operator is hereby given a lien on the boat for all unpaid charges, services or storage fees.
- A completed Storage Lease Agreement MUST be received prior to entering into storage.
- A completed Haul Out and Decommissioning form MUST be received prior to Haul Out.
- A completed Launch/Recommissioning form MUST be received prior to Launch.
- **Boats will NOT be launched until ALL account charges are paid in full.**