

PLEASANT HARBOR MARINA

RULES AND REGULATIONS

June 2009 Edition

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DEFINITIONS

Access Walkway

The floating linear dock that connects the Marina Village to the PHM Launch Ramp

Advance Registration

Notification by Member, a minimum of 2 hours prior to guest arrival, of any guest invited by Member to enter upon any restricted area of PHM and the provision of all information about guest that is then required by PHM

Amenities

All of the structures and products made available to Members to improve their comfort and enjoyment while recreating at PHM

Attenuate

To reduce in force, intensity, effect, quantity, or value; to weaken or decrease.

Breakwater

The structure that surrounds PHM designed to attenuate wave and wake action that is approaching PHM

Check-In

The declaration and proof of identity by Members and Guests when they enter the restricted areas of PHM

Check – Out

The notification to PHM by Guest, at the time of their departure from PHM, and the return to PHM of any temporary Guest Access Card in their possession

Proper Conduct

The standard of personal behavior, appearance, dress and speech necessary to avoid offense or discomfort to others

Dress Code

The minimum standards of coverage, established by PHM Membership to avoid offense or discomfort to others

Eligibility for PHM Membership

Anyone is eligible to apply to become an Occupant Member or Friend Member of PHM. However acceptance as a Member is entirely at the discretion of PHM ownership.

Excluded Guests

Any individual who is not in good standing with PHM, such as past Members with substantial outstanding balances owed, impounded Members and individuals banned due to improper conduct or violent or abusive behavior.

Friend

An individual who does not store a boat at PHM but has purchased a Friend Membership that entitles them to all the same privileges and discounts afforded to Occupant Members.

Infraction

Any incident or action that is a breach of contract and PHM Rules and Regulations

Launch Ramp

The concrete ramp north of the marina that is used for launch and retrieval of dry stored boats

Marina Village

The floating structures that include the Waterfront Grill, The Village Market, Azul Boutique, the Marina Offices, the Security & Surveillance Center and the Village Square.

Member

ANY Friend or Occupant (in any storage category) and members of their immediate family.

Marina Club Member

Any Occupant or Friend Member of Pleasant Harbor Marina or Roosevelt Lake Marina is a Marina Club Member

Marina Club Member Privileges

A Marina Club Member has reciprocal discounts and privileges at PHM and RLM

Marina Premises

The area encompassing all floating Marina structures and the waterways within, including all access and interior walkways, all wet slips, and the entire Marina Village.

Member Discounts

The reduced pricing on all products that is a privilege of PHM Membership

Member Privileges

The FREE access to and use of all amenities and services in ANY area of PHM and eligibility for ALL price discounts. (Unless disqualified for abuse of discount privilege)

Member Privilege of Guest Free Access

The right of a Member to obtain free entry of guests onto the Marina. Membership categories carry different rights as to number of free access guests. Guest Free Access privileges are STRICTLY dependant upon Member assuring that all guests either

- Check in on arrival, or
- Have been registered in advance.

Non Regional Park Occupant

An individual who does NOT keep a boat slipped or stored in any marina wet slip or dry storage space within Lake Pleasant Regional Park is categorized as a Non Regional Park Occupant (NRPO)

No Wake Speed

A speed that results in absolutely no visible wake and causes no movement or disturbance of any watercraft or dock

Occupant

A boat or person who rents boat storage space at Roosevelt Lake Marina

Overnight Slip

Any slip that is not leased and is made available for overnight rental

Public Access

The provision of access by the public to the Marina Village on payment of a daily parking and / or entry fee

Pump out Station

The equipment located on the Fuel Dock used to evacuate effluent tanks

Quiet Enjoyment

A right granted to all the Members of PHM to the uninterrupted peaceful use of their rental space and meaning that each Member must respect every other Member's right to enjoy the Marina free of nuisances and disturbances.

Regional Park Occupant

An individual who keeps a boat slipped or stored in any marina wet slip or dry storage space within Lake Pleasant Regional Park is categorized as a Regional Park Occupant (RPO)

Restricted areas of PHM

Any area south of the Marina Village entry gate, encompassing the entire Marina Village, all of the private Member docks and all of the water space within the Marina breakwater

Unprivileged Member

A Member who has forfeited some or all of their privileges due to a breach of their agreement with PHM

FEES, PENALTIES & REWARDS:**Access Card Replacement Fee**

A fee charged to Member to replace access cards lost or damaged by Member or not returned Guests.

Document Fee

A non-refundable charge levied against Member's account for each month Occupant fails to provide proof of valid insurance and registration. For the initial three months, Occupant shall be charged \$50 per month, for the following three months Occupant shall be charged \$100 per month, and thereafter Occupant shall be charged \$150 per month

Guest Access Penalty Fee

A \$10 charge levied against Member account for each guest whom Member has forfeited the privilege to obtain Guest Free Access.

Forfeiture of Overnight Fee

Any person who rents an overnight slip and is required to leave the PHM premises due to failure to comply with all the terms and conditions of their agreement with PHM and the PHM Rules and Regulations will forfeit their overnight fee.

Improper Slip Occupancy Charge (ISO)

A charge levied against Member's account as a result of Member's boat occupying a storage space other than his contractually assigned wet or dry storage space without prior notification to PHM and execution of required documentation and payment of associated deposits and charges. For each offense Member will be charged \$1 (or then current rate) multiplied by the greater of the length of the boat or slip for each and every 24 hour period, or part thereof, however minimal.

Member Conspiracy for Illegal Free Occupancy

A non-refundable penalty of \$250 (or then current rate) levied to a Member's account for each and every 24 hour period or part thereof, however minimal, that a Member has conspired with ANY person to take Illegal Free Occupancy of ANY slip.

Occupancy Without Notification Charge (OWN)

A charge for occupying ANY slip or ANY other area of the Marina for boat parking, including tying behind a slipped boat without prior notification to PHM. Occupancy by ANY boat of ANY area of the Marina requires advance notification to PHM, execution of required documentation and payment of required deposits and occupancy charges. For each offense the OWN Charge is \$250 (or the then current rate) for each and every 24 hour period, however minimal.

Penalty for Obtaining Discounts for persons other than Member's Guests

Any Member who intentionally attempts to obtain or obtains a discount for any person who is not Members Guest, will have a non-refundable penalty fee of \$500 levied against their account AND will be subject to having their discount privileges permanently revoked

Rewards to Members

Any Member who notifies PHM of ANY event of Illegal Free Occupancy or Unauthorized Use of any part of the marina and its amenities will be paid a reward of \$250, or the amount collected from the offending party, whichever is greater.

RPO Daily Guest Access Fee

The \$50 (or then required) entry fee required to be paid by Member for each Regional Park Occupant guest per day. Guest Free Access does not apply to RPO Guests.

RPO Occupancy Fee

In order for an RPO to become an Occupancy Member of PHM the fee of three times the current slip rate must be paid.

Unauthorized Use Fee

A fee charged to any person who is not a Member or Member’s Guest and is therefore not entitled to use of any PHM amenity or facility. The minimum charge for any unauthorized use is \$250 per person. Members are request to IMMEDIATELY report to PHM personnel any person they suspect are guilty of unauthorized use.

**PLEASANT HARBOR MARINA
(PHM)**

Rules and Regulations

These Rules and Regulations are a compilation of the many comments and requests of PHM Members and have been carefully structured to create, to the maximum extent possible, an equal availability of services and amenities and to promote harmony. By your gracious agreement to abide by them you become one of our considerate, understanding and mutually supportive Membership and entitled to all Member privileges.

These Rules and Regulations are subject to change at any time without notice.

MEMBERSHIPS CATEGORIES

1. Non Regional Park Occupant Friend

A Friend Member who does NOT keep a watercraft slipped or stored in any marina wet slip or dry storage space within Lake Pleasant Regional Park is categorized as a Non Regional Park Occupant (NRPO) Friend and is charged a specific monthly fee.

2. Regional Park Occupant Friend

A Friend Member who keeps a watercraft slipped or stored in any marina wet slip or dry storage space within Lake Pleasant Regional Park is categorized as a Regional Park Occupant (RPO) Friend and is charged a fee based upon the length of their watercraft. It is Friend Member’s obligation to declare that they are an RPO at the time of application for membership.

3. RPO Occupancy Member

A Regional Park Occupant may become a PHM Occupancy Member at the full discretion of PHM ownership at the present RPO Occupancy fee of three times the current slip rate.

4. Member Categories entitled to Member Privileges

Wet Slip Occupancy Members, Full Service or Economy Dry Storage / Stack Occupancy Members and Friend Members are ALL afforded ALL Member Privileges.

HEALTH AND SAFETY

5. Health & Safety Standards

Member shall comply with ALL safety, health, and fire standards. Member will at ALL TIMES comply with No Wake zones, buoy markers and speed limits as posted in the Marina. Member shall comply with all Arizona State Laws including Environmental Laws. Vessels with bathroom facilities must have a Black & Grey Water holding tank. Black or Grey water discharge into the lake is prohibited. A pump out station is provided by PHM.

6. Trash & Boat Condition

Member shall remove ALL garbage, trash and waste in the proper and healthful fashion and keep their watercraft clean and free of unsightly debris at all times.

7. Exposed flames

Fire pits and open barbeques are STRICTLY PROHIBITED anywhere on the docks and aboard Member's watercraft.

8. Members personal property

- a. Personal property of any kind may not be placed or stored anywhere on slips, docks or any other area of the marina. PHM reserves the right to remove such personal property at Member's expense.
- b. Upon termination of this contract for any reason Occupant is responsible for removing all personal property from dock boxes, patios and slips. Any items not removed at time of termination shall be deemed abandoned and shall become property of PHM. PHM is not responsible for damage caused in moving personal property that remains in a slip after termination of this contract.

9. Wet Slip Patios

Any wet slip patio built for Member by PHM at Member's request and paid for by Member shall become, on completion, and at all times thereafter the sole possession of PHM. Member has no right to sell, assign move or remove any patio.

10. Alteration to Marina Structure

Member is prohibited from making any additions, improvements or modifications of any kind to slips, docks or patios without the express prior written permission of PHM.

11. Swimming in the marina

There shall be **NO** swimming or water sports allowed ANYWHERE inside the area defined by the PHM breakwater unless specifically permitted by signage.

12. Fishing in the marina

There shall be **NO** fishing allowed ANYWHERE inside the Marina Premises or within 100 feet of the Marina Premises unless specifically permitted by signage.

MEMBER ENFORCEMENT OF PROPER BEHAVIOR

13. Member Responsibilities

Member is responsible, at all times, for the conduct of the children and guests of Member and compliance with all marina rules, regulations and protocol. Member must ensure that their children and guests do not offend other people on the marina premises or damage any Marina facilities. Member hereby agrees to co-operate with PHM in enforcement of proper behavior on the marina and at the request of PHM to require their guests or members of their family to leave Member's boat and the PHM premises in the event of any inappropriate behavior. Any attempt by a Member to hide the identity of, or assist in the escape from PHM premises, of ANY person involved in a crime or ANY incident of improper conduct will have their Occupancy Contract immediately terminated and forfeit all deposits

14. Quiet Enjoyment

No Member, family member of Member or any guest of Member shall conduct themselves improperly and in such a manner as to interfere with the quiet enjoyment of PHM by others.

15. Improper Conduct

Improper conduct shall include but NOT be limited to:

- a. Overly boisterous and / or offensive behavior
- b. Offensive, loud, threatening or abusive language
- c. Inadequate clothing coverage and lewd conduct
- d. Sexual or profane words on clothing
- e. ANY NOISE, from whatever source and however faint, that can be heard outside a boat.
- f. The use of bright lights on the exterior of boats
- g. Emission of unpleasant odors from boat
- h. Threatening, intimidating, violent, dishonest or any other unpleasant behavior toward Marina employees or other Marina Members and their guests
- i. Littering or the display or storage of non-approved items anywhere on the Marina premises.

16. Physical Attack or Threats of Physical Attack

A perpetrator of ANY kind of physical attack or ANY threat of ANY kind of physical attack to ANY person on the PHM premises will result, in addition to other remedies available at law to PHM and victim, in IMMEDIATE expulsion from PHM and, if perpetrator is a Member, in termination of all agreements with PHM, and forfeiture of all deposits.

MEMBERS PETS

17. Requirements for pets to be on the docks

Pets must wear a current license tag at all times. Owners of pets will be asked to remove their animals from the premises if they are not wearing a license tag, if they are not being fully controlled, if they are not leashed, if they exhibit any signs of aggressiveness toward others, if they create messes on the docks, or if they are interfering with the quiet enjoyment of the Marina by others.

BOAT STORAGE OCCUPANCY

18. Storage Limitation

- a) Storage is limited to one boat per slip or space, and is only for the storage of the boat identified in the Member's rental contract. A change of boat being stored and/or change in boat ownership requires IMMEDIATE notification of PHM and execution of any new documentation required by PHM.
- b) Wet Slip Members may be permitted, at PHM's sole discretion, to store more than one vessel in their slip provided that the vessels do not extend beyond the length of the slip and provided that:
 - i. The Member provides advance written notice to PHM,
 - ii. The second vessel is registered to the paying Member of the wet slip and Member has provided all necessary registration and insurance on all vessels to PHM, and,
 - iii. Member acknowledges that PHM reserves the right to withhold this privilege if PHM decides it cannot reasonably and safely accommodate multiple vessels in the slip for any reason
- c) Member shall be charged the current overnight fee for a second or third vessel that projects beyond the length of the slip.

19. Entitlement to Wet Slip or Dry & Stack Storage Occupancy

- a) Long term Members, who have executed a rental agreement, have agreed to be bound by all terms and conditions of the rental agreement and these Rules and Regulations and who are current with their payments, charges and deposit as required by PHM,
- b) Short term or Overnight Renters who have executed a rental agreement, have agreed to be bound by all terms and conditions of the rental agreement and these Rules and Regulations and who are current with their payments, charges and deposit as required by PHM.

20. Pre-Authorization of Boat Access

Upon execution of a rental agreement Member shall provide PHM with a set of keys to their Boat and Member agrees that PHM may, without prior notification to Member, enter upon Member's boat and if necessary move Member's boat in cases of emergency, threat to property or public safety, nuisance or contractual defaults.

21. Delinquent Accounts

When an Account becomes more than 30 days past due, Member's watercraft may be secured, impounded, seized, removed or transferred from its assigned space and/or Member's account status may be considered "Transient Month-to-Month", holding-over at the then posted Transient Rate which shall be equal to the current overnight slip rate. It is mutually agreed that such action shall not constitute a waiver of any provisions of this Agreement and Member remains responsible for all charges on account. If payment is not received within the requested time period PHM may pursue all available legal remedies in order to obtain payment.

22. Requirements and Restrictions of Occupancy

- a) Delivery of Insurance and Registration – Before occupancy is afforded and thereafter immediately on demand all Members MUST furnish PHM with:
 - A current copy of Applicant's boat registration and proof of a minimum of \$300,000.00 of third party liability insurance with Pleasant Harbor Marina listed as

an “additional insured” is required at all times. **A non-refundable document fee shall be levied against Occupant’s account for each month Occupant fails to provide proof of insurance and registration.** For the initial three months, Occupant shall be charged \$50 per month, for the following three months Occupant shall be charged \$100 per month, and thereafter Occupant shall be charged \$150 per month.

- A non-refundable penalty fee shall be levied against Occupant’s account for expired boat registration or insurance.
 - Keys to Member’s boat to allow access in case of emergency.
- b) Improper Slip Occupancy (ISO) Charge. - Member’s boat **MUST** occupy Member’s contractually assigned wet slip or dry storage space **AT ALL TIMES**. Member **IS NOT ENTITLED** to place **THAT SAME BOAT** in **ANY OTHER** wet slip or dry storage space without informing PHM in advance, executing the required documentation and agreeing to pay all associated deposits and required charges. For each offense Member will be charged an “Improper Slip Occupancy (ISO) Fee” of \$1 (or then current rate) times the length of the boat or slip, whichever is the greater, for each and every 24 hour period or part thereof, however minimal.
- c) Occupancy Without Notification (OWN) Charge – No Member, Guest or any of the boating public is entitled to take occupancy of ANY unoccupied slip or ANY other area of the Marina for boat parking, including behind a slipped boat, for however brief a period without the express permission of PHM. Occupancy by ANY boat of ANY area of the Marina requires advance notification to PHM, execution of required documentation and payment of required deposits and occupancy charges. For each offense the OWN Charge is \$250 (or the then current rate) for each and every 24 hour period or part thereof, however minimal.

23. Maricopa Water District Pass

It is a condition of the PHM Storage Agreement that each Occupant must purchase and maintain for their term of occupancy a Lake Pleasant Regional Park pass from Maricopa County and Maricopa County Municipal Water District No. 1,

24. Overnight Slip Occupancy

ANY unoccupied slip in the marina **MAY** be made available, in the absolute discretion of PHM, for Overnight occupancy. Overnight Occupancy runs from 11AM to 11AM. Members are ALWAYS given priority for Overnight rental. Overnight charges and deposits vary according to slip type, size and location.

25. Overnight Slip Reservations

Reservation should be made as early as possible. For holiday weekends it is advised that reservations are made at least four weeks in advance. ANY Overnight Occupancy taken without prior notification, registration, and provision of proper documentation and advance payment of all fees is charged at premium rates (*See ISO Charge – para’ 18c and OWN Charge para’ 18d.* Overnight Occupants must notify PHM of check out to avoid continued charges.

26. Overnight Occupant Compliance with PHM Rules and Regulations

Any person who rents a slip for Overnight Occupancy **MUST** comply with all PHM Rules and Regulations.

27. Forfeiture of Overnight Fees

- Any individual who does not comply absolutely with the PHM Rules and Regulations and is required to leave the PHM premises is NOT entitled to recovery of ANY overnight occupancy payments.
- Cancellations are required a minimum of 24 hours in advance of the reserved date to avoid forfeiture of Overnight Occupancy Charges

28. Member Penalty for allowing Illegal Free Occupancy for others

In addition to any other remedies available under the contract for rental any Member who knowingly allows illegal free occupancy of any vacant slip by any person will, on the demand of PHM, pay a fine of \$250 PER INCIDENT multiplied by the number of days of the illegal use.

29. Reward to Members for notification of illegal free occupancy

Any Member who is aware of and notifies PHM of any event of illegal free occupancy of any part of the marina, as described above, will be paid \$250 for each incident reported multiplied by the number of days of the illegal occupancy (limited to the amount collected from the offending party or \$250 whichever is the greater).

30. Member's must properly secure and attend to Watercraft

- a. Rope used to secure watercraft must be ½” or larger and of no less quality than double gold braid. The Marina, at their option, may replace substandard ropes at the Member's expense.
- b. In order to prevent water line leaks all fresh water lines must be turned off while the watercraft is unoccupied. In the event of a leak Occupant may be charged for the water loss.

NOTE >>

- PHM may choose to but is NOT responsible to secure Member's watercraft under ANY circumstance.
- It is the responsibility of Member to properly secure their watercraft at all times
- When storms are expected Member should thoroughly secure their watercraft, with spring lines, at a minimum distance of six feet back from the walkway.
- Member should assure that their automatic bilge pump is ON at ALL times.
- PHM has NO responsibility to inform Member of impending storms
- Watercraft are allowed to project into the waterways during storm conditions
- Member shall be responsible for damage arising from Member's use of Marina Premises, including but not limited to watercraft fire & explosion, improperly securing Member's boat, collision with other watercraft or PHM docks, sinking, or any other negligent, accidental, or intentional damage to docks or other property.

For additional guidance on securing a boat see attached Coast Guard Recommendations and Directions

31. Function and Limitation of Breakwater

The breakwater structure is designed to attenuate wave and wake action. During normal weather conditions the breakwater will reduce disturbance to watercraft and docks. During severe weather conditions high winds can cause wave action inside the breakwater to be as

energetic as outside the breakwater. The breakwater does NOT have ANY impact upon wind forces.

The breakwater is NOT designed to and CANNOT protect watercraft against severe weather conditions. Member is responsible to:

- a) Properly secure their watercraft at ALL times with lines of proper quality and strength to sustain against the tensile forces imposed by Member's boat.
- b) Assure that all hatches or other areas where water can enter watercraft hull are properly sealed and tightly closed
- c) Assure that watercraft is equipped with automatic bilge pumps which are properly functioning
- d) Assure that automatic bilge pumps are left ON at ALL times.

Marina accepts no responsibility for breaches or breaks in the breakwater during ANY weather conditions. All Watercraft should be seaworthy, properly equipped and in a condition to survive all weather conditions, however severe, without the existence of a breakwater.

MEMBER PRIVILEGES

32. Privileged Members

The following Members are entitled to ALL Member Privileges:

- Wet Slip Occupant Members
- Full Service Dry and Stack Storage Members
- Economy Storage Members
- Friend Members

33. Unprivileged Members

Members who are in default of any of the terms and conditions of their agreement with PHM and have been notified that their privileges have been suspended

34. Amenity and Service Privileges

All free amenities and services (such as the private bathrooms, BBQ areas, shuttle service, baggage delivery service and children's entertainment room) are STRICLY and ONLY for the privilege of Members and their pre-registered guests.

35. Price Discount Privileges

- a. Restrictions on Discount Privileges Discount pricing is STRICTLY and ONLY for the privilege of PHM Members (Occupants or Friends), their immediate families and Member's Guests. Member's night meals are provided ONLY for the benefit of the Members listed on the rental contract and their immediate children.
- b. Obtaining Member Discounts Member's discounts can only be obtained by charging purchases to Member's account.

36. Penalty for Obtaining Discounts for persons other than Member's Guests

Any Member who intentionally attempts to or does obtain a discount for ANY person other than their Guests

WILL BE CHARGED A FINE OF \$500 PER INCIDENT

AND will be subject to having their discount privileges permanently revoked in addition to any other remedies available under the rental contract.

37. PHM Employee improper provision of items and services to Members

Unless with the express knowledge, documentation and approval of PHM Management, PHM staff are NOT permitted to provide ANY item or ANY service at ANY time to a Member unless the Member is being charged the proper amount required by PHM for that item or service. Examples of items and services are alcoholic beverages, food, supplies, boat parts, wet or dry boat storage spaces, dock boxes and any PHM employee time spent doing any work to a boat at Member's request. The provision of items and services free to Members at the expense of PHM, whether for larger gratuities or otherwise, are effectively stealing.

MEMBERS GUESTS

38. Member's Guest Entitlements and Limitations

a) Member Privilege of Guest Free Access is **STRICTLY dependant upon Member assuring that before entering ANY restricted area of PHM all of their guests either:-**

- 'CHECK IN' with PHM on arrival, or
- Are registered in ADVANCE of arrival with PHM

At check in guests MUST present a valid drivers license. Members can register their guests IN ADVANCE by using the Guest Registration form (**which requires a valid driver's license number**) on the PHM website. If Guests are registered IN ADVANCE they may enter PHM restricted areas without checking in. However, Guest MUST, at all times during their stay at PHM, have a valid driver's license in their possession or on Members boat. On request of Member wrist bands will be delivered to Member's boat for all Member's Guests. A Guest NOT accompanied by Member will NOT be allowed to use the Free Member Shuttle UNLESS Member has registered Guest IN ADVANCE.

- b) A Restricted area of PHM – means any area south of the Marina Village entry gate and encompassing the entire Village and all of the private Member docks and all of the water space within the Marina breakwater.
- c) Member Forfeiture of Guest Free Access - Members who fail to assure that their guests register PRIOR to entering ANY area of PHM will forfeit their Guest Free Access Privileges until such time as PHM decides, in its absolute discretion, to reinstate such privileges.
- d) Guest Access Penalty Fees - Member will be required to pay a \$10 (or the then current) Guest Access Penalty Fee for each guest for whom Member has forfeited the privilege to obtain free access. Any such charges will be made to Member's Charge Account.
- e) RPO Daily Guest Access Fee – The Member Free Guest Access Privileges do not include any RPO (please see paragraph 3 for definition). Member is required to pay \$50 for each RPO Guest per day (or the then current RPO Daily Guest Access Fee. Member is responsible to register all RPO Guests 24 hours in advance.
- f) Guest entitlement to discounts – Guests are afforded Member discount privileges, with the exception of fuel and Member's Night Meals, but ONLY when Guest purchases are charged by Member to the Member's account.
- g) Wet and Full Service Dry Storage Free Guest Access Entitlement - Subject to a, b & c above Wet Slip and Full Service Dry Storage Occupancy Members are entitled to free access for the number of guests that can be reasonably accommodated on their boat.

- h) Individual Friend Membership Free Guest Access Entitlement - Subject to a, b & c above, each Individual Friend Membership is entitled to free access for one (1) guest. Each additional guest requires a \$5 per guest per day fee.
- i) Family Friend Membership Free Guest Access Entitlement Subject to a, b & c above, each Family Friend Membership is entitled to free access for two (2) guests. Each additional guest requires a \$5 per guest per day fee.
- j) Children – under the age of four (4) years are admitted free.
- k) Excluded Guests – Any individual who is not in good standing with PHM such as past Members with substantial outstanding balances, impounded Members and individuals banned due to violent or abusive behavior will NOT be allowed access by PHM. Members should NOT knowingly arrange or request the access of excluded guests

39. Guest Registration Requirement

Guests MUST register with PHM before they are afforded access to PHM and enjoyment of all Member amenities and services.

40. Guest Registration Process

To be assured access to PHM any guest MUST provide:

- A valid Drivers License (or other valid Photo ID)
- The name and slip number of the Member of whom they are a guest
- The intended length of stay.

Guests of Members will be provided with a wristband to wear which will allow them to circulate freely throughout the Marina for the duration of their visit.

41. Guest Registration with a Drivers License

To assure a quick and trouble free process PLEASE ask your guests to bring their DRIVERS LICENSE with them to the marina. Their license will be scanned and they will be provided with a wristband to wear. The process will take only a few seconds for each guest.

42. Guest Registration without a Drivers License

- a) Guest access without a Driver's License or other form of government issued photo ID is not guaranteed.
- b) The entire Marina Village is defined in the PHM liquor license and a valid Driver's License is frequently a legal requirement for service of alcohol.
- c) Unaccompanied guests who are not pre-registered with PHM will be denied access
- d) Guests without a Driver's License or other form of government issued photo ID will be afforded the lowest priority in dealing with Marina entry.
- e) Guests without a Driver's License or other form of government issued photo ID will be required to complete and sign a form with their name, address, telephone number and the name of the Member who has invited them. They may also be issued a wristband prohibiting them from being served alcohol by all PHM employees in the Waterfront Grille and Store.

PUBLIC ACCESS to PHM

43. Public entry fee

- a) PHM allows access to and use of the Marina Village amenities by the public on payment of the then current Daily Access Fee.

- b) Any person who stores a boat in any marina wet slip or dry storage space within the Lake Pleasant Regional Park will be required to pay a \$50 (or then current rate) Regional Park Occupant ('RPO') Daily Access Fee.

44. Public Privilege Limitation

The public are NOT allowed access to or use of any amenities or services other than those in the Marina Village NOR are they entitled to any discounts or subsidies. The public is NOT afforded use of the Free Member Shuttle Service.

FREE MEMBER SHUTTLE SERVICE

45. Shuttle Exclusivity

PHM provides a FREE Shuttle Service which is STRICTLY for the convenience of Members and their immediate family and Guests.

46. Shuttle Priority

To assure that each Member is provided service in the proper priority of arrival a new protocol has been implemented. Members should be sure to follow the current protocol as soon as they arrive at any pick up location.

47. Guest Entitlement to Free Member Shuttle Service

NO guest who is NOT accompanied by the Member of whom they are a guest is allowed to use the Shuttle unless:

- a) Member has previously notified PHM at least two (2) hours before arrival of Member's Guest requesting that the name/s of Member's Guest/s be placed on the Guest Log or
- b) Guest is able to:
 - Present a valid Drivers License
 - Provide the name of the Member they are visiting,
 - Provide the slip number of the Member's boat and
 - Confirm that the Member is present at PHM

48. Guest charge for use of Shuttle

In the event that PHM is NOT satisfied that an individual is a bonafide guest of a Member PHM will, in its absolute discretion, charge such individual a fee for the use of the Free Member Shuttle. On receipt from Member of confirmation that such individual is their guest PHM will reimburse the fee charged.

49. Shuttle Route and Stops

The Shuttle runs on a circuit route from the Marina Village along the Access Walkway to the Dry Storage Holding Dock and then along the ramp parking area to the Upper Parking Lot. The Shuttle is required to stop at any point along the circuit route, when hailed by a Member, to pick up or let off Members (assuming capacity).

50. Shuttle Circuit Route Purpose

The Shuttle Circuit Route is STRICTLY_observed for the purpose of assuring that all Members are equally served and that wait times are kept to a minimum. Members are NOT allowed to require a Shuttle Driver to deviate from the set scheduled circuit route under ANY circumstance.

51. Shuttle Circuit Route Schedule

On normal weekdays (Monday to Thursday) no scheduled service is provided due to minimal demand. Shuttles are available ON DEMAND however and can be called from any one of the three radio call boxes located >

- a. At the land end of the Dry Storage Holding Docks
- b. At the upper end of the Access Walkway
- c. In the Upper Parking Lot

On Fridays, Saturdays and Sundays the schedule is designed to provide a Shuttle at the Upper Parking Area and at the Marina Village every 10 minutes. If demand for the service starts to exceed capacity Shuttle Drivers should be aware of the fact and call their supervisors to increase service to the extent allowed by equipment and staff availability.. However, if no improvement appears forthcoming please use a radio call box to alert other PHM staff to the problem.

52. Personal Possessions Allowance

So that all Members can be equally accommodated Members are NOT allowed to load overly large and / or heavy items or large quantities of personal items onto Shuttles. A 'per couple' maximum expected load is one small cooler and two small bags (maximum of 2 cubic feet each or 6 cubic feet) – Double this for a family of four. Members who exceed this requirement will be inconveniencing other Members. Please be considerate.

NOTE > 2 cubic feet is the approximate maximum carry on size for airplane travel.

53. Excess Personal Possessions and Boat Furnishings

Members who have luggage and personal possessions in excess of the expected maximum are requested to call Concierge Services who, at the published rates, will be pleased to arrange for a 'Private Pay Shuttle or Water Taxi' or to have their possessions delivered to their boat by PHM staff .

54. Furniture and Equipment

The Free Shuttle Service is not intended as a free furniture delivery or boat supplies service. Tables, chairs, BBQ's, gas tanks of any size, refrigerators, generators or any other item beyond short term clothing and food supplies are NOT allowed on Shuttles. Concierge Services will be please to provide whatever moving assistance you need at the published rates.

FREE HANDICAPPED MEMBERS SHUTTLE SERVICE

55. FREE Handicapped Members Shuttle Service to and from Slips

If you are handicapped PHM staff will, on request, provide a special FREE Shuttle service to take you and your personal possessions from the Marina Village to your boat. It will be necessary for you to dismount from the Scheduled Shuttle and mount another Shuttle beyond the Member Access Gates. A short wait may occur while staff are located to provide this service.

FREE MEMBERS LUGGAGE DELIVERY SERVICE

56. FREE Luggage Delivery Service to and from the Marina Village

There is no need to struggle to your boat with heavy items. On request PHM provides a FREE pick up and delivery service to or from the Marina Village to or from ANY slip. The service is restricted to one blue cart load per arrival and departure. For assistance with greater loads please contact Concierge Services.

BBQ AREA

57. Limitations on Members Use

To assure that the BBQ area is available to ALL Members at ALL times it CANNOT be reserved for private parties.

58. Members Parties

Members who invite guests to the BBQ area are expected to keep parties to a size that will allow other Members access and enjoyment of the facility to the maximum extent possible.

59. PHM Accommodation of Member Parties

Members who wish to invite large numbers of guests to a BBQ can request reservation of an area of the Waterfront Grill. Subject to availability the Waterfront Grill will, for a minimal accommodation cost, be pleased to provide a divided area, help with transporting prepared food from the BBQ area to the Waterfront Grill and any other services Member requests. Members should contact the PHM Food & Beverage Manager to request such services.

60. PHM Cleaning of BBQ Area

PHM staff clean the BBQ room thoroughly on a weekly basis and as necessary during the weekends. Members should contact PHM Management for extraordinary cleaning services when needed.

61. Courtesy to your fellow Members

Members are expected to leave the area in the same condition that they found it. After use remember to turn the BBQ off. The grill grid surface should be scraped or brushed to remove all grease and particulates. Sinks should be rinsed thoroughly and any food residue removed from the drain guard. Tables and chairs should be wiped down and left free of any debris. No trash or food should be left on the floor. All trash should be deposited in the containers provided. If they become overfilled notify PHM staff who will take immediate action.

MEMBER PRIVATE BATHROOMS

62. Exclusive Use

The Member Private Bathrooms are for the EXCLUSIVE use of Members, Member's guests and paying overnight slip renters.

63. Unauthorized Use

Members should NOT provide access to any individual who requests access but does not have an Access Card. Members are requested to immediately report to PHM staff any instance where it is believed that unauthorized persons have improperly gained access and use. ANY

unauthorized person who uses the Private Bathrooms will be charged the then current 'Unauthorized Use Fee'.

MEMBER EVENTS

64. Member and Guest Pricing

Member Events are generally heavily subsidized and are STRICTY for the enjoyment of Members and their families and their invited guests. Guests are generally lesser subsidized and therefore will be charged a higher price. Event description, hours and charges for Members and Guests are posted on the PHM website in advance of each event. Member Event food specials will be served ONLY during the posted hours.

65. RSVP Requirement

All Members and their guests must RSVP to PHM at least 24 hours in advance in order to qualify for Member Event food specials.

FULL SERVICE DRY STORAGE

66. Dry Storage Free Service

- a. Full Service Dry and Stack Storage payments provide Members with Occupancy and unlimited launch and retrieval. Any other services required by Member (battery charge/replacement, tire inflation repair/replacement, washes, mechanical repair etc) are available from Concierge Services.
- b. Requests for launch and retrieval should be made by visiting www.azmarinas.com or by telephone to the Dry Storage Office at 602-977-7369.
- c. Launches must be requested 24 hours in advance to assure service. A Member who requests a launch or retrieval and fails to show up will incur a \$25 fee penalty fee, or then current rate, placed to their account. "Walk in" or late launch requests will receive lowest priority and, if accommodated, will incur a \$25 surcharge, or the then current rate, placed to their account.
- d. Any Failure by PHM to have Member's boat available at the Dry Storage Holding Dock at the requested time entitles Member's to receive compensation of \$25, or the then current rate, from PHM which will be credited to Member's account.
- e. Dry and Stack Storage personnel are not responsible for removing or replacing boat covers or drain plugs nor is PHM responsible for damage resulting from presence or absence of boat covers or drain plugs. It is the Member's sole responsibility to remove and replace boat covers and drain plugs.

67. Stack Storage Requirements

Prior to being placed in the Indoor Stack Storage building all boats must have fuel tanks filled equal to or less than ¼ of a tank to comply with Fire Code and to avoid the risk of spillage. Battery disconnects are also required. If Occupant does not meet the above conditions PHM has the right to provide these services as Occupant's expense.

68. Trailer Storage

Boat trailers must not be parked at will upon the Premises, but instead are stored in assigned trailer storage lot, at current posted rates, and retrieved by Marina with 24-hr advance notice on weekdays only. Trailers are not stored & retrieved on weekends or holidays. Abandoned

trailers, vehicles, or other property will be towed at Member's expense and stored at prevailing rate. PHM is not responsible for missing or stolen trailers

CONCIERGE SERVICES

69. Concierge Services

Concierge Services will provide, within its ability to do so, any reasonable service requested. Some examples are battery charge, tire repair, boat cover removal and replacement, washing, detailing, interior cleaning, trailer repairs, provisioning (food and beverage items, linens, personal care products, cleaning supplies, light bulb replacement spare parts, etc) fiberglass work, mechanical repairs, trailer repairs and boat transportation.

OUTSIDE VENDORS

70. Environmental Compliance

Members may choose to have any Outside Vendor do repair and maintenance work on their boat while it is in a wet slip (if such work is permitted by environmental laws). If work cannot be properly carried out on the water PHM will provide land based work bays with reasonable notice and at the then current daily rate.

71. Registration of Outside Vendors

To qualify to perform work at PHM Outside Vendors MUST register in ADVANCE with PHM by:

- a. Providing proper insurance documentation
- b. Setting up an account with PHM.

72. Member Responsibility for Notification of PHM

It is the responsibility of each Member to:

- a. Notify Outside Vendor of their choice of registration requirement
- b. Notify PHM in advance of each Outside Vendor visit.

NOTE – To protect the interests of all Members, if Member does not notify PHM in ADVANCE of an Outside Vendor visit, PHM will NOT provide access to Outside Vendor. To notify PHM of Outside Vendor visits Members should visit www.azmarinas.com – select '*Pleasant Harbor Marina*', - select '*Concierge Dept*' - select '*click to email*'. Outside Vendors should be instructed to check in with the Concierge Department.

73. Outside Vendor Required Daily Check In

Outside Vendors MUST check in each day with PHM and check out when leaving. They will be required to provide:

- A personal identity document with photograph
 - The name and PHM account number of the company they work for
 - The name of the Member
 - Member's slip number.

74. Member's Boat Keys

At the request of Member, PHM will provide Member's boat keys to Outside Vendors. Outside Vendor will be required to pay a fee for this service and also to place a deposit with PHM which can be recovered when the Member's keys are returned.

75. Outside Vendor Fees

Outside Vendors may be required to pay

- i. A 'Daily Access Fee' to cover the cost of check in/out and oversight
- ii. When asked to release keys to an Outside Vendor a 'Key Release Fee'.

COMMUNICATIONS FROM PHM

76. Multiple Participant Slip Members

Each account is limited to one 'Member Primary Contact' email address or efax number for receipt of ALL communications from PHM. It is the responsibility of the Member Primary Contact to relay ANY communication from PHM to ALL other account participants.

77. Electronic Communication Only

PHM does not accept responsibility to and will not send ANY communication to Members by ANY other than electronic means. Members without an email address can obtain current information in paper format by visiting www.azmarinas.com or visit the Member Services Counter at The Village Market.

78. Member Electronic Receipt Information

It is entirely the responsibility of Members to inform PHM of any change in their contact information. Members who fail to do so can obtain all current information by visiting www.azmarinas.com.

79. Member's Mail Service

For Member's who choose to receive mail at the Marina PHM will provide mail slots located in the Waterfront Grille. A minimal mail sorting fee may apply. PHM is NOT responsible, under ANY circumstance to forward mail upon termination of Member occupancy contract.

BOAT BROKERAGE

80. Member's Right to Sell Boat

Occupant is permitted to sell his own boat, but the posting of solicitation signage, or "For Sale" signs, and/or appointing of a third party broker is strictly prohibited with the exception that PHM or its approved licensees may enter into a brokerage agreement with Occupant to perform sale services. Occupant gives PHM permission to board boat to remove any unauthorized signage. Occupant agrees to notify PHM of any sale and agrees not to represent to any seller that the slip is being assigned in the sale of the boat.

DRESS CODE

81. On Your Boat

Members and their guests should maintain proper coverage at all times while in sight of others.

82. Men on the Docks and in the Village

Men are REQUESTED, at a minimum, to wear loose fitting shorts and, even in the hottest weather, a light weight short sleeved shirt (T shirt or tailored). Shirts without sleeves are tolerable but not preferred.

83. Women on the Docks and in the Village

Women are REQUESTED, at a minimum, to wear a skirt or shorts or alternatively a skirt type wrap over a swimsuit.

84. Men In the Waterfront Grille

Men MUST wear, at a minimum, foot wear (slip on shoes, sandals or flip flops) clean and presentable shorts and a short sleeved shirt (T shirt or tailored). Sleeveless shirts are not acceptable.

And Gentlemen, PLEASE consider removing your hats once inside the Waterfront Grille (meaning headgear of any kind) – Even today it is considered impolite to wear a hat in the presence of a lady. See attached ‘Hat Etiquette’.

“In an early episode of The Sopranos, Tony takes offence at a fellow diner wearing a baseball cap in a restaurant. The restaurant owner is embarrassed but powerless so Tony walks over to the table and “persuades” the (initially reluctant) young man to remove his cap.”

85. Women in the Waterfront Grille

Women MUST wear, at a minimum, foot wear (slip on shoes, sandals or flip flops) a skirt or shorts or alternatively a skirt type wrap over a swimsuit.

Thank you for being considerate to all by demonstrating proper decorum, and many thanks to those gentlemen who remove their hats out of respect for the ladies present.

A violation of ANY of these Rules or Regulations shall entitle Pleasant Harbor Marina, in addition to any other remedies provided for under the contract for rental, to immediately, and in its absolute discretion, expel the offending party from the Marina and terminate their occupancy contract. PHM reserves the right to require ANY offending party to vacate a private boat in order to be escorted from the marina premises by PHM personnel.
