

# RULES AND REGULATIONS

North Point Marina LLC d/b/a Alibi Marina  
and  
North Point Associates Limited Partnership a/k/a North Point Associates Limited Partnership of  
Wisconsin d/b/a Harbor Guest House Marina  
Fish Creek, Wisconsin

Revised, August 2018

Dear Boater:

The rules and regulations (“Rules”) listed below are designed to assure the mutual enjoyment of the marina facilities for yourself and your fellow boaters. We thank you in advance for abiding by them.

North Point Marina LLC d/b/a/ Alibi Marina and North Point Associates Limited Partnership a/k/a North Point Associates Limited Partnership of Wisconsin d/b/a Harbor Guest House Marina, (collectively, “North Point”) reserves the right in its sole discretion to impose new Rules at any time and/or delete any existing Rules as it deems necessary to properly maintain a safe and environmentally clean marina. Failure to abide by the Rules specified herein may result in the termination of the seasonal boat mooring license granted by North Point to the boat owner named therein, to which these rules shall apply.

## General Rules

- 1. All boat owners are responsible for maintaining their boats in a safe and seaworthy manner. Each boat must have effective dock lines and are responsible for securing the boat to the pier. Dock hands will assist the captain and take instructions during the docking of the boat, but final securing of mooring lines to the pier is solely the responsibility of the captain or boat owner. The marina reserves the right to take any corrective action at the boat owner’s expense if an unsafe or an injurious situation should occur.**
2. The posting of “For Sale” signs on boats in the marina is prohibited. An appropriate space in the marina office will be provided for listing of boats for sale.
- 3. Except as allowed in the designated areas on shore, the use of charcoal or gas grills is prohibited on the decks of boats while on North Point Property, including, but not limited to, the marina property and on all docks.**
- 4. Storage of fuel and fueling of any boats in the marina is prohibited. Changing oil, transmission oil, or any other fluids that could contaminate the water while the boat is moored in the marina is prohibited.**
5. No boat shall be moored anywhere in the marina except in an assigned slip.
6. No sailboat shall be operated under sail in the marina.

7. **Swimming *anywhere* within the marina is prohibited. Boaters are responsible for any damage to persons or property resulting from electrical shock emitted from their individual boat or associated electrical system components. Boat owners who want the electrical systems in their boats inspected shall hire a qualified independent inspector of their choice to perform an inspection.**
8. Sailboards, skateboards and roller blades are prohibited on North Point property including the marina.
9. Personal watercraft must be fueled outside the marina. Personal watercraft must be wholly contained in the owner's slip when moored.
10. Bicycles shall not to be ridden on any dock or sidewalk of North Point. Bicycles shall be stored in the bicycle racks provided.
11. Push carts for groceries and boating equipment will be provided and located near each of the four piers. Please return them when you are finished for use by the next boater.
12. A "no wake" rule is in effect throughout the marina and within the designated markers outside the marina.
13. A quiet time after the hour of 10:00 p.m. and before the hour of 8:00 a.m. will be maintained each day. Noisy halyards and rigging must be secured and quiet.
14. No trailers, boats or other type of recreational vehicles shall be allowed in the parking lot. Parking of vehicles is not allowed in the loading zones or in the handicap zones except for the purpose intended. Cars and/or trailers found to be in violation of these rules will be removed at the owner's expense.
15. **Dogs must be on a leash or under their owner's direct control at all times.** All leavings must be removed and properly disposed of by the dog's owner at once.
16. Port-a-potties are not to be emptied in the bathhouse. Port-a-potties must be properly pumped out.
17. No laundry or washing of dishes is to be done in the bathhouse.
18. All costs associated with the repair of damage or abuse of the bath house or marina facilities caused by any slip owner, renter, transient, or by any sibling or guest of said slip owner, renter or transient will be charged to the said slip owner, renter or transient.
19. Employees of North Point shall not board a boat except as follows: (a) in case of an emergency; (b) to perform a pump-out; or (c) if invited by the owner, captain or person in charge.
20. No North Point employee is permitted below deck on any boat unless invited by the captain or boat owner and, if so permitted, shall only do so if accompanied by another North Point employee. If no other employee is available: (a) the employee will politely deny any request to board the boat until another employee is available; or (b) all persons on board the boat will be asked to remain on deck and in full view when the employee is below deck or inside the boat. If

the person (s) on board the boat choose(s) not to remain on deck and in full view when the employee is below deck or inside the boat, the employee must leave the boat and will politely advise the person(s) that the employee will return when he/she is accompanied by another North Point employee.

### **Environmental Regulations**

We ask that all boaters be environmentally sensitive. Please do not pollute the water with any debris or contaminants. Do not allow bilge pumps to discharge water into the marina proper if the water contains any contaminants. Any and all spills into the water shall be cleaned up immediately. The Harbor Master shall be notified immediately if further action is required. See also Par. 4 above.

1. No petroleum products of any kind may be sold or dispensed on the marina property, or within the marina boundaries. This includes the fueling of boats from trucks on shore.
2. No hazardous substances, hazardous materials, toxic substances, hazardous waste or solid waste as defined by law shall be used, stored, disposed of on the property or within the marina boundaries, in violation of any applicable law, ordinance or regulation.
3. Only non-polluting detergents and cleaning supplies may be used within the marina area. Specifically, detergents or cleaning materials that include phosphorous, which promote weed and algae growth, are prohibited.
4. All trash and garbage must be placed in separate plastic bags and be properly disposed of in designated containers.
5. Refuse will be recycled. If you wish to separate your refuse on-board before storing it in the proper shore container, free plastic bags are available in the marina office.
6. Fish cleaning on the docks and walkways is prohibited. Please do it on board your boat or off premise.
7. Bilges shall not be flushed within the marina area.

### **Docking Procedures**

1. All finger piers are floating and will rise and fall with the water level. Please do not modify or attach any permanent bumpers or mooring whips to the dock facilities.
2. Rafting or putting two boats in one mooring slip is not permitted without permission of the Harbor Master.
3. Subleasing or other unauthorized use of a marina slip is prohibited.
4. Dinghies and tenders may be kept adjacent to your boat so long as they do not interfere with the adjacent slip. If such boats are left in the water, they must be kept clean and neat in appearance, and free from standing water inside.

5. No boat shall hang over any portion of any dock or sidewalk at any time.
6. A boat owner, if present, or the Captain or operator of the boat, if the boat owner is not present (“Person in Charge”), shall be in charge of, and shall be responsible for, the safe approach, departure and docking of the boat. The person in charge and the boat owner agree to indemnify and hold North Point, including, but not limited to, its employees, agents, and affiliates, harmless from and against any personal injuries, property damage, or death of any person(s) caused by the negligence of the person in charge or people assisting the person in charge. The indemnification shall include, but not be limited to, reimbursement to North Point for all costs incurred by North Point as a result of the foregoing, including, but not limited to, reasonable attorney’s fees necessary to defend any claim against North Point or enforcing the terms of this document.

### **Noise Abatement and Prohibition of Use of Alcohol by Minors and Use of any Illegal Drugs or Narcotics**

1. Onboard generators shall not be operated in the harbor. Shore power is supplied for each slip.
2. **Noise from parties, television or other sources on board any boat which, in the sole discretion of the Harbor Master, is disturbing to the adjacent boaters is prohibited. Continued violations of these Rules and any other Rules will be grounds for removal from the marina, termination of the mooring agreement, and forfeiture of all fees paid to the date of termination.**
3. The consumption of alcohol by minors or use of any illegal drug or narcotic on North Point property is strictly prohibited and could result in the immediate removal of the boat from the marina, cancellation of the mooring agreement and forfeiture of all fees paid prior to the removal.
4. The village park east of the marina office may not be used for picnicking or cooking food. Other locations are provided for these activities on property owned by North Point.

### **Fire Pit Use and Hours**

1. The fire pit is fueled with propane gas. **DO NOT PUT ANY FLAMABLE MATERIALS IN THE FIRE PIT.** The propane gas will turn off **AUTOMATICALLY** at 10:00 PM daily.
2. The use of the fire pit for cooking, warming or any other use than the intended purpose is prohibited. Grills nearby should be used for all cooking or warming of food.
3. Please shut off the gas when leaving the fire pit, if no one else is utilizing it.
4. The chairs around the fire pit are not to be moved elsewhere on the property.
5. The fire pit area will be open to the visitors of the Harbor Guest House.

## **Washroom Facilities**

Private showers and washrooms for men and women are provided in the marina building. Please help us to keep them clean by wiping down the counter with the paper towels provided, after your use. If the facilities are not clean before your use, please advise the marina attendant immediately.

## **Pump-out Facilities**

Pump-outs are available. Contact the staff to make the necessary arrangements. When possible, pump-outs for seasonal boaters will be done during the week or other non-peak times at a nominal cost. Currently the cost is \$10.00 per pump-out per tank.

## **Wireless Internet (Wi-Fi)**

Wireless Internet is available at no charge throughout the marina. Please contact the office for the necessary access code. Please do not give out the access code to anyone, as it will only slow down the connectivity if the system becomes overloaded.

**THE USE OF THE INTERNET SERVICE PROVIDED BY CHARTER COMMUNICATIONS, (“CHARTER”) TO DOWNLOAD OR EXCHANGE UNAUTHORIZED COPIES OF COPYRIGHTED MATERIAL SUCH AS MUSIC, MOVIES, OR SOFTWARE, IS STRICTLY PROHIBITED. ANY VIOLATIONS OF THIS RULE WILL BE SUBJECT TO PROSECUTION UNDER THE LAW.**

## **Float Plans and use of slips by Transient Boaters**

Transient boaters will be permitted to use your slip when you are cruising overnight. Boaters are required to notify and file a FLOAT PLAN when cruising and will be gone overnight from the marina. Plans should be filed with the marina office at least 24 hours prior to departure. FLOAT PLANS are available in the office. They may be dropped off in the mail slot at the marina office any time. You may also call the marina office by marine radio or cell telephone if your cruising plans change or are last minute decisions.

If you return prior to your scheduled date and your slip is rented, you will be relocated to another slip until such time as the transient boater can be moved to another location. Your re-location may include rafting to another boat on a temporary basis. A call to the marina office in advance of your early return will be helpful and perhaps avoid any confusion.

## **Visitors**

The Alibi Marina is a private facility. However, the DNR in granting us our permit required that visitors be allowed to walk on the main docks during daylight hours (dawn to dusk) to view the waters of Green Bay. Non-invited visitors are not allowed on the finger piers at any time. Appropriate signs are posted. **All visitors and boaters shall keep off the rocks along the sea wall which may be slippery and therefore dangerous.**

### **Boat Washing and other Services**

A boat owner, the captain or the person in charge of the boat may hire the North Point dockhands (“marina dockhands”) or other independent contractors to wash their boat while moored in the marina. Marina dockhands will only be available to wash boats on their days off. All boat washers (including marina dockhands on their days off) are the responsibility of the boat owner, the captain or the person in charge of the boat who hires boat washers. The boat owner, the captain or the person in charge of the boat who hires the boat washers agrees to hold North Point, including its employees and affiliates, harmless for any personal injuries or property damage caused by the negligence of: (a) the boat owner, the captain or the person in charge of the boat who hires the boat washers; and (b) the boat washers. In addition, the boat owner, the captain or the person in charge of the boat who hires boat washers, agrees to indemnify North Point, including its employees and affiliates, for personal injuries or property damage caused by the negligence of: (a) the boat owner, the captain or the person in charge of the boat who hires the boat washers; and (b) the boat washers. Indemnification shall include reimbursement to North Point for all costs incurred by the North Point, including reasonable attorney’s fees, in defending any claim against North Point for enforcing this agreement.

### **Courtesy Bikes (Trikes)**

Three wheeled bikes with a large basket in the rear are available, without charge, for use when shopping in town. They are only to be used in Downtown Fish Creek, and not for touring or sightseeing. Their use is limited to 1 hour. Please check them in and out at the office. A lock is provided when leaving the bike outside while shopping. Users are responsible for the bikes and any damage to them.

### **Early Departure**

The Alibi Marina and Harbor Guest House Marina do not refund any money back to boaters for early departures. During upcoming weather-related events, where there is a small craft advisory, the Harbormaster may grant a refund for an early departure at his discretion.

### **Parking**

Parking stickers will be distributed to all permanent boaters for one automobile. Trailers and boats are not to be parked in the parking lots. Spaces are not reserved. Cars without stickers may be removed at owner’s expense.

We thank you for your cooperation and hope you enjoy the facilities and have a great Boating Season.

NORTH POINT MARINA LLC

NORTH POINT ASSOCIATES LIMITED PARTNERSHIP a/k/a NORTH POINT ASSOCIATES  
LIMITED PARTNERSHIP OF WISCONSIN