

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 July 2021

Dear Boater:

The Rules and Regulations listed below are designed to assure the mutual enjoyment of the mooring facilities for all boaters. Your adherence to the Rules and Regulations will make your time in Fish Creek safe and enjoyable and is required in order to use the mooring facilities owned by North Point.

Boat means a watercraft of any size which is authorized to use a Mooring Space in either of the Marinas. “Boat” includes without limitation dinghies, tenders, jet skis or personal watercraft of any type.

Boating Season is the period from May 15 to October 15 of each year when the Marinas are open to the public for mooring.

Guest means an invitee of a Seasonal or Transient Boater who is invited to share the use of the Boat in the Mooring Space. Guests pay no compensation or fee for the use of the Boat or the Mooring Space.

Harbor Master means the employee of North Point who is in charge of the Marinas. This person has authority to enforce the Rules, supervise North Point staff, and provide for the safe and lawful operation of the mooring facilities in the Marinas.

Marinas means collectively the Alibi Marina and the Harbor Guest House Marina in Fish Creek, Town of Gibraltar, Door County, Wisconsin.

Mooring Space means an assigned place in the Marinas for the mooring of a Boat by a Seasonal or Transient Boater.

North Point means collectively 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 in Fish Creek, Town of Gibraltar, Door County, Wisconsin.

Person means an individual or entity who is either a Seasonal or Transient Boater at one or both of the Marinas.

Person in Charge means the individual who has authority to navigate and operate the Boat while it is in the Marinas. This individual is usually the Captain but may also be the Person renting the Mooring Space or someone else charged with the navigational and operational safety of the Boat. The responsibilities of this individual include safe arrival and departure from the Marinas as well as safe placement of the Boat in the Mooring Space.

Rules means a current version of these Rules and Regulations.

Seasonal Boater means a Person who holds a seasonal boat mooring license from North Point to use a Mooring Space in either or both of the Marinas for the entire Boating Season. A Seasonal Boater must comply with all the terms of the seasonal boat mooring license in addition to the terms of these Rules.

Transient Boater means a Person who holds a transient rental agreement from North Point to use a Mooring Space in one or both of the Marinas for a period of time less than the entire Boating Season. A Person may hold one or more transient rental agreements during the Boating Season. Transient Boaters must comply with all the terms of the transient rental agreement in addition to the terms of these Rules.

GENERAL RULES

1. Mooring Spaces and/or the Boats authorized to use the Mooring Space cannot be rented or otherwise conveyed for any type of compensation by the Person authorized to use the Mooring Space to any third party while the Boat is kept in the Marinas. This prohibition applies to all or a portion of the Mooring Space or Boat and is expressly applicable to both Seasonal and Transient Boaters.

2. All Persons are responsible for maintaining the Boat using a Mooring Space in a safe and seaworthy manner.

3. All Jet Skis (PWCs) must be registered whether stored on a larger boat or moored separately in the slip. PWCs that are stored on the larger boat in the same mooring space must be kept on the larger boat when moored overnight.

4. Boats may not display “For Sale” signs while in the Marinas or their Mooring Space unless approval in writing is given by the Harbor Master. Persons will be afforded the opportunity to post information regarding boats being offered for sale in the Marina Office.

5. The use of charcoal or gas grills is prohibited on the Boat while it is in the Mooring Space or anywhere in the Marinas. This prohibition also applies to buildings that are part of the Marinas’ facilities as well as any mooring structures in the Marinas. Persons may use gas grills provided by North Point on shore.

6. No Boat shall be operated under sail in the Marinas.

7. Swimming *anywhere* within the Marinas is prohibited.

8. Persons using the Mooring Space or Marinas’ waters are responsible for any injury or damage to persons or property resulting from electrical shock emitted from their Boat. North Point staff are not authorized to inspect or repair electrical systems or their components on any Boat.

9. Use of sailboards, skateboards and roller blades is prohibited anywhere on North Point property, including anywhere in the Marinas or on the mooring structures in the Marinas.

10. Personal watercraft including but not limited to jet skis, must be fueled outside the Marinas.

11. Use of a bicycle is prohibited anywhere on North Point property including any of the mooring structures in the Marinas. Bicycles shall be stored on the Boat or in the bicycle racks provided on shore by North Point.

12. Push carts for hauling groceries and boating equipment are provided by North Point and are located near each of the four main mooring structures. Please return them promptly when you have finished your use so that they can be available for use by others.

13. Be aware that all the waters of the Marinas are a “No Wake Zone” at all times. Also, please comply with the designated navigational markers outside of the Marinas when entering or exiting the Marinas.

14. Dogs must be on a leash and under their owner’s direct control anytime a dog is on North Point property. All animal waste must be promptly removed and properly disposed of by the dog’s owner. Note that there may be restrictions on where dogs may be walked or where animal waste can be deposited on North Point property as designated by signage.

15. The Person renting the Mooring Space will be responsible for the costs of all repairs of any of the buildings, structures, or other facilities of the Marinas due to damage caused by anyone authorized to use the Boat. This includes family members and guests.

16. Employees of North Point are not authorized to board a Boat unless there is an emergency which requires boarding, to perform a scheduled pump-out, or if invited by the Person in Charge who is also present on the Boat.

17. Employees of North Point are not permitted to go below deck on any Boat unless invited by the Person in Charge who is also present on the Boat. Even when authorized to go below, North Point employees must be accompanied by another North Point employee. There are no exceptions except in case of an emergency.

18. The Town of Gibraltar operates a town park directly east of the Marinas. The park area is quite small and should not be used by boaters mooring at either of the Marinas for cooking food, picnicking, etc. North Point provides other areas on its property for these activities.

19. No Boat shall be kept anywhere in the Marinas except in the assigned Mooring Space without the knowledge and permission of the Harbor Master. Rafting of any boat to another boat is prohibited unless authorized by the Harbor Master.

ENVIRONMENTAL REGULATIONS

We ask that all boaters be environmentally sensitive. Please do not discard anything into the water. Any and all spills shall be promptly reported to the Harbor Master and steps to contain or clean up the spill shall be taken immediately.

1. No petroleum products of any kind may be sold or dispensed on North Point’s property. This includes the fueling of boats from trucks on shore.

2. No hazardous substances, hazardous materials, toxic substances, or hazardous waste as defined by law shall be used, stored, or disposed of on North Point's property or within the Marinas' boundaries in violation of any applicable law, ordinance or regulation.

3. Only non-polluting detergents and cleaning supplies may be used on North Point property. 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 on shore

5. North Point encourages recycling of all refuse such as plastic, glass, aluminum, etc. Procedures for separation and bagging of recyclables are posted in the Marina Office. If you wish to separate your refuse on-board before storing it in the proper on shore container, you can get free plastic bags at the Marina Office.

6. Fish cleaning is prohibited on North Point property, including any mooring facilities. You may clean fish on the Boat, but the resulting garbage may not be placed in the water.

7. Bilges shall not be flushed within the boundaries of the Marinas.

8. Storage of fuel on and fueling of any boat in the Marinas is prohibited. Changing engine oil, transmission oil, or any other engine fluid that could get into the water while the Boat is moored or operated in the Marinas is prohibited.

DOCKING PROCEDURES

1. Each Boat must have a Person in Charge who is responsible for safe moorings of the Boat in the Mooring Space. The Person in Charge of the Boat is responsible for securing the Boat in the Mooring Space. North Point staff will assist and take instructions from the Person in Charge to help dock the Boat, but the final responsibility for securing of mooring lines to the Mooring Space lies with the Person in Charge. North Point reserves the right to take any action to secure the Boat to prevent or remedy an unsafe or injurious situation, but North Point does not have the duty to inspect mooring lines and take corrective action. Financial responsibility for any injury or damage caused by lack of secure mooring is the sole responsibility of the Person who has rented the Mooring Space.

2. All finger piers are floating and will rise and fall with the water level. Please do not modify or attach anything, including bumpers or mooring whips, to the finger piers.

3. Rafting of boats is not permitted.

4. Only the Boat authorized to use the Mooring Space may be kept in the Mooring Space. Dinghies, tenders, personal watercraft, including registered jet skis, which belong to the owner of the Boat renting the Mooring Space may be kept in the Mooring Space so long as they do not reduce the Mooring Space available at adjacent Mooring Spaces.

5. No Boat shall extend beyond the length of the Mooring Space or hang over any portion of any dock or sidewalk at any time.

INDEMNIFICATION

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

1. Onboard electrical generators shall not be operated in the Marinas. Electrical power is available in the Marinas at each Mooring Space.

2. Excessive noise from social gatherings, televisions, speakers or other equipment or activities on a Boat or on any of the Marinas' structures that disturbs other Marina users is prohibited. The Harbor Master or the employee of North Point in charge of the Marinas in his/her absence has sole discretion to determine whether the noise level is excessive. Failure to reduce the noise level upon request from the Harbor Master is a violation of these Rules and will be grounds for enforcement under the terms of these Rules.

3. The Marinas maintain a quiet time each day from 10:00 pm until 8:00 am the next day. Please secure halyards or other boat rigging that may be noisy. There should be no loud music, noisy gatherings, or other activities during this time that potentially disturb the peace and quiet of other in the Marinas.

USE OF ALCOHOLIC BEVERAGES AND ILLEGAL DRUGS

1. All consumption of alcoholic beverages by minors is prohibited on North Point property, in the Marinas, or on a Boat.

2. Excessive use of alcoholic beverages by any individual on North Point property, in the Marinas, or on a Boat which results in a disturbance or complaint by other boaters is a violation of these Rules.

3. The presence or use of illegal substances such as narcotics by anyone is prohibited on North Point property, in the Marinas, or on the Boat.

4. Boaters violating the prohibition on illegal substance or alcohol use may be reported to law enforcement.

5. Violation of any of these Rules regarding alcoholic beverage or illegal substances in the Marinas is a violation of these Rules which will be grounds for enforcement under the terms of these Rules.

FIRE PIT USE AND HOURS

1. The fire pit provided for use by boaters mooring in the Marinas is fueled with propane gas which is automatically turned off each day at 10:00 pm. Please follow all posted safety instructions. **DO NOT PUT ANY FLAMABLE MATERIAL IN THE FIRE PIT.**
2. The fire pit cannot be used for cooking, warming food or any other use than the enjoyment of the light and heat provided by the fire pit. North Point provides gas grills on its property for cooking and warming food.
3. When you leave the fire pit, please shut off the gas unless others are using the area.
4. The chairs around the fire pit are not to be moved elsewhere on North Point's property. The fire pit area may be used by guests of the Harbor Guest House as well as boaters mooring in the Marinas.

BATHHOUSE FACILITIES

1. Private showers and washrooms for men and women are provided in the bathhouse section of the Marina Office. These are for use only by boaters and their guests.
2. Please help us to keep the bathhouse clean by wiping down the counter after your use with the paper towels provided.
3. If you feel the bathhouse needs tidying or attention, please notify the Harbor Master or North Point staff.
4. Port-a-potties are not to be emptied in the Marinas' bathhouse. You are required to use authorized pump out procedures for port-a-potties.
5. Doing laundry, by hand or otherwise, or washing of dishes or equipment is prohibited in the Marinas' bathhouse.

PUMP-OUT FACILITIES

1. Pump-outs are available at most Mooring Spaces in the Marinas. Contact North Point staff to make the necessary arrangements for a pump out.
2. It is helpful to North Point staff if pump outs can be scheduled during non-peak times during the week.
3. Please schedule a pump out as soon as you know you will need one. Last minute pump outs will be accommodated when possible, but create a hardship for North Point staff and other boaters who may have to be rescheduled.

WIRELESS INTERNET (WI-FI)

Wireless Internet is available at no additional charge throughout the Marinas. Please contact the Marina Office for the necessary access code. This code should be treated as confidential information available only to boaters mooring boats in the Marinas. Unauthorized sharing of the code may result in an overload of the system which means connectivity will be slowed down.

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 in the Marinas. Violations may be reported to law enforcement and are subject to enforcement under these rules.

FLOAT PLANS REQUIRED

1. A written float plan should be provided to the Harbor Master each time the Boat will be absent from the Mooring Space overnight. Forms for this purpose are available at the Marina Office. Float plans should be filed 24 hours in advance of the Boat leaving the Marinas. If plans change while the Boat is not in the Marinas, please contact the Marina Office by cell phone or marine radio to inform the Harbor Master. These plans are important so that boaters can be contacted in case of emergency.

2. Transient Boaters may be permitted to use the Mooring Space when the Boat is absent from the Marinas overnight. This practice lowers costs and helps to keep mooring fees down.

3. If you return to the Marinas prior to your scheduled date and your Mooring Space is occupied, the Boat will be relocated to another Mooring Space on a temporary basis. Under certain circumstances, the Boat may be rafted to another Boat on a temporary basis. Notifying the Marina Office as soon as you know you will return earlier than indicated in the float plan will greatly assist North Point staff in getting the Boat back into its Mooring Space as soon as possible.

ACCESS TO CERTAIN STRUCTURES IN THE MARINAS BY MEMBERS OF THE PUBLIC

The main docks of the Marinas are open to members of the public during daylight hours (dawn to dusk) to enjoy the water views from the Marinas. This access is limited to the main docks and the public does not have legal access to the finger piers. You will see signs informing people of this access and warning them to stay off the rocks as they are dangerous. All boaters should also stay off the rocks to avoid injury.

BOAT WASHING AND OTHER SERVICES

Boaters may hire persons or entities to wash their boats or provide other services while the Boat is in the Marinas. Note the limitation on the type of detergents that may be used for boat washing. Individuals employed by North Point may be available to do boat washing on days when they have no assigned duties for North Point. Any of these arrangements for boat washing or other services do not involve North Point and are not part of the operation of the Marinas. These are independent contractual arrangements and the responsibility and potential liability for any injury or damage lies with the

contracting parties and does not include North Point. The Seasonal or Transient Boater who contracts for these services agrees to hold North Point, including its employees and affiliates, harmless for any personal injuries or property damage caused by the negligence of the person who hires the contractor and/or the persons or entities providing the services. In addition, the Seasonal or Transient Boater who contracts for the services agrees to indemnify North Point, including its employees and affiliates, for personal injuries or property damage caused by the negligence of the person who hired the contractor s and/or the persons or entities providing the services. Indemnification shall include reimbursement to North Point for all costs incurred by North Point, including reasonable attorney's fees, in defending any claim against North Point for injury or damage caused by boat washing activities.

COURTESY BIKES (TRIKES)

Three wheeled bikes with a large basket in the rear are available, without additional charge, for use by boaters when shopping in Fish Creek. There is a check in and check out form at the Marina Office for these bikes. They are only to be used by boaters in Downtown Fish Creek, and not for touring or sightseeing. Please limit your use to one hour at a time. A lock is provided for your use to secure the bike while shopping. Boaters using the bikes are responsible for the safe use of the bikes and any injury or damage that results from the use of the bikes.

PARKING OF MOTOR VEHICLES

Parking stickers will be distributed to all Seasonal Boaters for one automobile. Spaces are not reserved for individual boaters. Motor vehicles without stickers, including vehicles used by family or guests visiting the Boat, may be removed at the expense of the Seasonal Boater or the owner of the vehicle.

No trailers, boats or other type of recreational vehicles such as campers shall be permitted in the parking lot. Parking of vehicles is not allowed in the marked loading zones or in the handicap zones without proper authorization. Vehicles, trailers, or boats in violation of this restriction will be removed at the owner's expense. North Point is not required to attempt to contact the owner or operator of the offending vehicle, trailer, or boat prior to removal.

ENFORCEMENT OF THESE RULES

Rule violations by boaters may be reported to the Harbor Master. We ask that violations be reported directly to the Harbor Master and not to other North Point staff.

If the Harbor Master has received a complaint of a Rule violation or otherwise becomes aware of a violation, he/she will report the alleged violation to the Transient or Seasonal Boater or Person in Charge and ask that it be corrected.

The Harbor Master may take any of the following actions in his/her sole discretion in regard to a Rule violation; assess a fee for the payment of costs related to the violation, issue a written citation to the Transient or Seasonal Boater or Person in Charge, order immediate correction of the violation, inform law enforcement if the violation is also a violation of any applicable law, take any emergency action necessary as a result of the violation to ensure the safety of boaters and Boats in the Marinas, and/or order the immediate removal of the Boat from the Marinas.

Violations may be the basis for denial of the opportunity to rent a Mooring Space in the Marinas in the future or changing the priority of the Person on the Marinas' waiting list for Seasonal Boaters. It is our goal to resolve alleged violations amicably.

We thank you in advance for your cooperation and in keeping and the Alibi and Harbor Guest House Marinas enjoyable and safe for you and all other boaters in the Marinas.

NORTH POINT MARINA LLC

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