



## Cedar Creek Marina

100 Marina Lane  
Milford, DE. 19963  
(302) 422-2040

Please read,  
sign the back,  
and return signed  
copy

### RULES AND REGULATIONS

Marina facilities are provided for your comfort and convenience. For your safety and enjoyment, All boat owners, their crew and guest are required to abide by the following rules and regulations:

1. NO person is permitted in the Storage building or Mechanic's shop without prior permission and accompaniment of an employee.
2. No work or repairs of any nature whatsoever may be performed in the storage building at any time. If desired, your boat will be placed on an outside rack for such purposes. The extent of boat repairs and maintenance at dockside is at the discretion of the marina management. Repair projects must be authorized by the Marina management prior to starting the work. No person, owner or crew member of any boat may hire or cause to be hired any contract labor to perform maintenance, repair, or any other type of work upon a vessel without specific permission of the management of the marina. When permission is granted, the contractor must have on file at the marina proof of liability and workmen's compensation insurance and all applicable, city, county, and state licenses. **If you would like Cedar Creek Marina to perform the work, you must go to the office to have a work order written.**
3. BOAT OWNER agrees to display his rack number (provided by the Marina) on the transom of his boat.
4. Boat length is defined as the overall length of the boat hull. Pulpits, outboard motors, swim platforms or any other projections will be included in to the length of the vessel. Boat height is measured by the lowest point of the hull/ keel to the highest projection of the vessel. All tops, antennas, outriggers and other projections must be lowered by the boat owner. An additional charge will be applicable if boat height exceeds standard storage height.
5. All vessels must be equipped with a battery disconnect switch readily visible from dockside while the boat is in the water. **Boat owner shall be responsible for turning battery switch in the off position before boat is returned to storage.**
6. All inboard ( I/O) powered vessels must be outfitted with a fully approved and operational HALON fire control system.
7. BOAT OWNER must display current Federal documentation or state registration and be listed as a legal owner on such papers.
8. **It is the boat owner's responsibility to make sure antennas, motor, canvas, is down and Trim tabs in the up position.** The Marina takes no responsibility for trim tabs, transducers, thru hull fittings, boarding ladders or platforms, offset trolling motors, antennas, canvas or anything else protruding beyond the normal conformation of the hull.
9. **Closing times are prompt; the last boat will be pulled 15 minutes before closing time.**
10. Please have respect for the dock attendants; they are there to help you dock. They are **NOT** there to clean your boat or get your bait, ice or oil from the store.
11. All launch requests must originate from MARINA OFFICE/STORE. Not the forklift driver. Marina reserves the right to require identification of any person requesting the launch of a boat.
12. BOAT OWNERS are responsible for having 2 lines on the port side of the boat one on the front and one on the back, each equal to the length of the boat.
13. **Pets** are permitted only if they do not disturb others. **Pets** are not permitted in office, store or bathrooms and **must be on leashed** and under control at all times.
14. Fish are to be cleaned only at designated cleaning areas and all fish carcasses are to be disposed of in the proper fish container. Please do not put any trash in the fish containers.
15. The Marina is not responsible for any Minnow buckets, etc. left at the dock. Please make sure you have your name on your items.
16. You are **REQUIRED** to have an appointment to have your boat placed on your trailer. We do need a couple days' notice. Your boat will be placed on/off your trailer twice a year with no charge. After twice you will be charged.
17. No boat trailers may be stored on the Marina premises at any time without prior permission of the Marina staff.
18. Under no condition does the Marina or its staff lend our tools, ladders or Electrical cords.
19. **Please do not get off your vessel until the dock attendant has your vessel tied securely to the dock.**
20. All boats operating in the Marina waters shall proceed at an idle, **NO WAKE** speed, so as to prevent injury or damage to persons or property and observe all "Rules of the Road". **NO WAKE** is defined as reducing engine speed to an idle so that the stern of the vessel rises to normal at-rest height and no waves are created. Once at the dock and Dock Attendant has a line please put boat in Neutral and let the Dock Attendant secure the boat to the dock.
21. Dock service ladders are for employees only. Customers are to use the dock ramp.
22. We **WILL NOT** put gas in a vessel that will be returning to the storage building. Gas will only be put in a boat if the owner will be taking the boat out on the water. If gas is put in a boat and you decide not to go out, the boat will not be returned to the building until you do take the vessel out to use the gas. No fuel will be pumped/transferred between the boat and containers on the Marina grounds.

- 23. BOAT OWNER acknowledges that neither the initial or any subsequent assignment of a rack entitles BOAT OWNER to use a specific rack or space. The agreement entitles BOAT OWNER only to space of shall cause the boat to be removed to the different space immediately upon notice of such assignment.
- 24. The Marina reserves the right to use any storage rack during temporary absence of a boat.
- 25. **Do not go in the area on the dock that states "Authorized Personnel Only". Please do not attempt to help Dock Attendants put the boats on the dock lift.**
- 26. The Marina may board any vessel at any time while in the rack system or Marina waters to move vessel to/from launching apparatus.
- 27. BOAT OWNER agrees not to smoke within fifty (50) feet of any fuel pump or hose.
- 28. The Marina reserves the right to limit and govern parking spaces in the parking areas. No vehicles are permitted within operational areas without approval from Marina staff.
- 29. Trash and garbage shall be placed in a dumpster or proper receptacle. Hoses should be turned off and rolled up neatly.
- 30. In the event of severe weather forecast, such as a hurricane, no vessel will be handled less than twenty-four (24) hours before the predicted arrival of extreme conditions. The Marina Management has the option to shut down and close.
- 31. Bubbles and blistering in the gel coat serve exist in the majority of boats being manufactured. When in contact with the forklift or with the rack on which the boat rests, these bubbles are popped. These defects in the gel coat are not dings and nicks as a result of careless handling by the Marina personnel. The Marina does not assume responsibility for nicks or bubbles on the bottom.
- 32. Only those persons identified in the storage contract shall be entitled to have a boat launched, all such persons must be at least 18 years of age.
- 33. The Marina reserves the right to refuse to launch a boat in the event any monies are due and remain unpaid from the owner.
- 34. OWNER agrees that he will keep the boat fully insured with complete marina insurance including hull coverage and third party protection and/or liability insurance.
- 35. Swimming, fishing, diving or crabbing is not permitted from the docks.
- 36. In the event an OWNER'S boat, for any reason, sinks at dockside the Marina may take appropriate actions to raise and remove said boat. All cost shall be at OWNER'S expense.
- 37. The OWNER assumes full liability and responsibility for the vessel withstanding the stresses involved in hauling, racking, setting on a trailer and launching the vessel with the Marina's equipment. Owner shall fully indemnify the Marina against any losses the Marina may incur including attorney fees, arising out of the structural failure of the vessel caused by such stresses.
- 38. Children must be accompanied by an adult at all time. Employees are not babysitters.
- 39. OWNERS are liable for any damage done to docks or another vessel caused by their boat.
- 40. Intentional neglect, wanton, or reckless operation of a boat in the Marina areas, intoxication, profanity or any act which embarrasses or interferes with the pleasure or safety of others will result in the immediate revocation of the rack holders contract.
- 41. The Marina will not be responsible for any injuries or property damage resulting, caused by or growing out of the use of dock, work rack, harbor or channel facilities; that the OWNER and OWNER'S guest release and discharge the Marina from any and all liability from loss, injury ( including death ), or damage to persons or property sustained while in the water or on the facilities of the Marina, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, snow, collision or accident, or any act of god. OWNER assumes full responsibility for any and all damage sustained by reasons of weather, condition of boat and preparation of the same for launch and/or storage and is also responsible for securely tying vessel to the dock while vessel remains in the water. OWNER assumes responsibility for any damage caused to OWNERS boat and/or other vessels due to oil or gasoline spillage while vessel is stored in a rack.
- 42. **As of January 1, 2018: The Marina now requires a 2-hour notice to remove any boat from the building any time after 10 a.m. on weekdays only.** Please contact the marina office if you need clarification 302-422-2040
- 43. The rules and regulations above are subject to change without notice at the discretion of the Marina Management.

RACKHOLDER(S) CERTIFY THAT THE PRINTED MATTER OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD.

I, (we) acknowledge receipt of a copy of this agreement.

_____ Signature	_____ print name	_____ Date
_____ Signature	_____ print name	_____ Date