

**MARINA RULES AND REGULATIONS OF
THE LODGE AT CARLIN BAY, INC.
1324 N LIBERTY LAKE ROAD, #3711
LIBERTY LAKE WA 99019
Date of Last Revision: April 22, 2022**

Marina Location: 33917 S Highway 97, Harrison, ID 83816.

The following are the rules and regulations that govern the use of the marina facilities located at 33917 S Highway 97, Harrison, ID 83816 (the “Marina”). The Marina’s owner is The Lodge at Carlin Bay, Inc., a Delaware Corporation (the “Marina Owner”). All persons and entities leasing a boat slip in the Marina from the Marina Owner (hereinafter referred to generically as the “Lessee”) shall be strictly bound and be governed by all of the following rules and regulations.

The Marina Owner reserves the right to modify, amend or otherwise supplement these rules and regulations at anytime and for any reason. Upon the Marina Owner’s written notification to the Lessee of any modifications, amendments, changes and/or supplements to the foregoing rules and regulations, such modifications, amendments, changes and/or supplements shall thereafter be immediately binding upon the Marina’s Lessee.

1. **Compliance with Laws.** Lessee shall comply with all applicable rules, regulations and instructions of the U.S. Coast Guard, and all laws, ordinances, rules and regulations of any federal, state, city, local or other governmental agency with jurisdiction regarding the boat or docking in the Marina. At all times that the Lessee’s vessel (sometimes also referred to herein as “boat” and/or as “watercraft”) is moored at the Marina, the vessel shall be used solely for pleasure and shall not be used in any commercial activity or chartering without written authorization of the Marina Owner.
2. **Boat Condition.** Only boats in good condition and under their own power shall be admitted within the Marina. In the event of an emergency during the owner’s absence, e.g. breakdown of the bilge pump, leak or bad lines, the Marina Owner is authorized to make necessary repairs which will be charged to Lessee. Shrink-wrapping on all boats must be removed by May 1st of each year.
3. **Lessee Responsible for Lessee’s Boat and Slip.** Lessee agrees to maintain and assume full responsibility for keeping mooring lines in full repair, to prevent excessive wear and tear on the fender material and to ensure that the boat is secured properly to its mooring space. Lessee agrees that only one vessel will be in the slip at any time and that the vessel in the slip shall match the vessel specified on the lease unless Lessee obtains in writing the express written authorization from the Marina Owner.
4. **Personal Watercraft, Dinghies and Accessories.** The slip is for moorage of the Lessee’s registered boat only as specifically identified in the Lessee’s Lease Agreement. Dinghies and other accessories must be stored aboard the Lessee’s boat or in designated storage areas. Jet skis, paddleboards, kayaks, and other personal watercraft are required to have either their own leased boat slip or be completely stored on the Lessee’s boat, within the Lessee’ dock box or

other storage area and may not be tied to the back or front of the Lessee's boat while the boat is in the slip. No such items shall be left in the boat slip while the Lessee's boat is not in the boat slip. Tow tubes, inflatables, float pads and similar accessories must be stored on Lessee's boat.

5. **Prohibition on Detailing of Watercraft.** Due to Federal and State directives, there shall be no detailing or waxing of any watercraft allowed anywhere within the Marina, whether by the Lessee or any third-parties engaged by or for Lessee. All watercraft detailing must take place off premises and upland of Lake Coeur d'Alene. Any Lessee who violates this Rule shall be responsible for the payment of any fines or penalties levied by any governmental agency.
6. **Dock Carts.** Dock carts are for the use of the Marina's Lessees only. When a Lessee is done unloading supplies from the cart, the Lessee is to return the cart to the Marina's storage location for the dock carts so other Lessees may use them.
7. **Boat Garbage/Trash.** Boat garbage/trash shall be deposited in the large dumpster provided by the Marina Owner. Garbage cans, located near the Marina dock gate, are intended for small incidental garbage only. Garbage disposal in restrooms is forbidden. Lessees that dispose of large amounts of trash (including disposal of shrink wrap) will be subject to termination of Lessee's Lease Agreement.
8. **Dock Clutter.** All docks, gangways, fingers and all other portions of the dock structure are to be kept free of clutter. No refrigerators, garbage cans, containers, or similar items are permitted to be kept on any portion of the Marina's dock system. Dock furniture, umbrellas or stands, inflatable rafts, tubes, etc. must be stored aboard vessels when not in use. Nothing is permitted to be attached to the boat slip tarp frames. This includes clotheslines, flags, satellite dishes, and any decorative items. If any item of Lessee's personal property is red tagged as a result of a violation of this rule, the Lessee is to remove the red tagged item within 48 hours or Marina staff will do so at the Lessee's expense. Red tagged items removed by Marina staff will be held for a maximum of 30 days before being disposed of. There will be no reimbursement for removed and unclaimed items.
9. **Storage-Dock Boxes.** Supplies, accessories or gear of any kind shall not be stored on the docks, gangways, fingers nor within any other portions of the Marina except in approved dock boxes. The Marina Owner is authorized to enter the dock boxes in order to effect repairs thereon, or if, at the sole discretion of the Marina Owner, such entry is necessary for the safety of the Marina or vessels therein. Lessee is responsible for dock box cleanliness. Nothing is to be secured or attached to the dock boxes. Lessee shall be responsible for all damage to the storage box outside of normal wear and tear.
10. **Attachments, Overhangs.** No portion of any watercraft (e.g. bow sprit, plank, bow pulpit, swim step, etc.) shall overhang any portion of the dock, gangways, fingers or any other portion of the dock structure nor extend into the waterway beyond the end of the slip without written authorization of the Marina Owner. Modifications on docks and fingers are only allowed to be done by Marina personnel. In order to reduce decay of docks, carpeting is prohibited on or around any slips. Satellite dishes may not be attached to any part of the dock system or canopy.

They may only be attached to the Lessee's watercraft.

11. **Dock Lines.** Dock lines shall be maintained in a safe and non-chafed manner and be of adequate size for the vessel. All vessels shall be moored securely. Vessels deemed insufficiently or unsafely moored, using either the incorrect, damaged, or insufficient dock lines may be re-tied by Marina personnel. Any additional dock lines used in this process will be billed to Lessee. Fenders must be of adequate size.
12. **Barbecues.** No barbecues, grills, firepits, heaters, or other heating or cooking devices are allowed on the docks at any time. Barbecues or grills used on the boat shall be approved for marine use and meet the American Boat and Yacht Council Standards, including stainless steel construction, and only 16 oz. LPG gas cylinders.
13. **Pets.** Animals and pets are not allowed in the Marina unless on leash, and shall not be left unattended at any time while on the Marina premises. Lessees are responsible for cleaning up after their pets. Lessees are responsible for guest's pets. The Marina Owner may require that pets be removed from the Marina premises for excessive barking, defecation or other activities which the Marina Owner deems disruptive to the operation of the Marina or use and enjoyment of other tenants or guests. Once a pet has been removed by the Marina, it will not be allowed back for the remainder of the lease term. Pets are not allowed in the Marina restrooms, shower rooms or laundry facilities and violation may lead to immediate termination of your lease. Maximum of two pets per leased slip at any time.
14. **No Fishing.** Fishing within the Marina is strictly prohibited, as is cleaning fish on docks or any surrounding Marina areas.
15. **No Swimming.** Swimming, water skiing, scuba diving, floating on inflatable or other devices, and any similar activity is strictly prohibited within the Marina. Lessee shall be responsible for advising all of Lessee's allowed guests and invitees of this restriction. As a condition of the Lease, Lessee, both individually and on behalf of any of Lessee's guests and invitees, agrees to indemnify, defend, and hold the Marina Owner and it's agents harmless from any injury, damage, or claim arising from or by virtue of any violation of this rule.
16. **Disposal of Waste.** Lessee shall not throw, discharge or deposit from any vessel or float any refuse, sewage, oily bilges or flammable liquid (waste materials) into the water or on the Marina. Any sanitation devices aboard vessels must be Coast Guard approved. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water. All waste materials shall be deposited in the appropriate containers. Sanitation devices shall be emptied into pump out facilities provided by the Marina. Disposal of waste in Marina toilets or lavatory facilities is prohibited.
17. **Electrical Connections, Water Hoses.** In accordance with fire codes and regulations, all connections made to the Marina electrical receptacles shall be the approved, weatherproof, three-wire grounded type. Wiring must be of sufficient amperage as required by the National Electrical Code. Undersized and inadequate cords will be disconnected by Marina Personnel. Cords are not allowed to cross main walkways. Unattended water hoses must be turned off and

stored.

18. **Operation of Engines.** Except for entering or leaving slips, main engines, power generating equipment and other noise making machinery may not be operated between the hours of 5:00 PM and 9:00 AM. Engines may not be operated in gear while the boat is secured to the dock. Unnecessary operation of engines in slips will not be permitted. The speed limit within the Marina is wakeless speed.
19. **Fueling.** No fueling or transferring of fuel from the docks other than the fuel dock shall be permitted. Use of gas cans or other transferring of fuel to the boat other than at the fuel dock may result in the immediate termination of the Lease Agreement.
20. **Parking.** Handicapped parking, loading, and unloading spaces can be used in the load and unload only parking lot as required. RVs and boat trailers are NOT allowed in the Marina's parking lot. All vehicles are required to have the current year' parking permit. Cars not displaying a permit are subject to towing at the owner's expense. Parking permits must be displayed in a readily visible location.
 - a. All parking for the Marina shall be limited to the Marina's parking lot located to the south of Highway 97. The Marina's parking area lying to the north of Highway 97 is for the sole reserved use of the customers of the commercial food service trailer located, or to be located, within the Marina's parking area lying to the north of Highway 97.
 - b. There shall be no overnight camping or occupation in any area of the Marina, including but not limited to overnight occupation of any boat, automobile or other vehicle located within the Marina.
21. **Registration of Contractors.** Contractors or persons working on any vessel must register in the Marina store prior to admittance to the docks. Lessee shall notify the Marina Owner in advance that these people will be arriving at the Marina. All contractors must produce insurance satisfactory to the Marina Owner prior to performing work in the Marina.
22. **Construction and Repairs.** Only minor repairs and maintenance shall be performed while the boat is in the slip, and only if in compliance with the terms and conditions of the Marina lease. Except in the case of an emergency, all maintenance and repairs shall be done during regular business hours, not on weekends or holidays, and in a manner which is not disruptive to other Marina tenants or guests.
23. **Signs.** Advertising signs such as "For Sale" shall not be displayed in the Marina or on any boat unless authorized by the Marina Owner in writing. The Marina reserves the right to remove any such signs placed on the boat. No commercial ventures may be operated out of the Marina without prior written consent.
24. **Spotlights and Horns.** Spotlights, horns, sirens, captain's calls and hailers must be turned off while moored or entering the Marina.

25. **Children, Life Jackets.** Children under twelve (12) years of age are not permitted on the docks at any time without parents and/or responsible adults. Non-swimmers and toddlers must wear life jackets when on the docks and boat decks.
26. **Skateboards, Rollerblades and Bicycles.** Skateboards, rollerblades, bicycles, motorcycles and similar recreational wheeled devices are not permitted on any of the Marina's docks or on walkways.
27. **Security Gates.** Security gates are intended to be in the closed and locked position at all times. Security gates are not to be propped open for any purpose.
28. **Guests.** Guests must be escorted by Lessee through security gates, parking, ramps, etc. Lessee is responsible for guest' conduct at all times. Guests are subject to these Rules and Regulations and to all terms and conditions included in the Lease Agreement. Violation of these rules or the Lease Agreement by guests of Lessee may result in the immediate termination of the Lease Agreement.
29. **Notice of Dangerous Conditions, Conduct.** Lessee must immediately notify the Marina Owner of any unsafe or hazardous conditions that come to Lessee's attention. Disorderly or indecorous conduct by any Lessee or Lessee's visitors that might cause harm to any other person or damage property or harm the reputation of the Marina is prohibited. Quiet time in the Marina is between 10:00 PM and 9:00 AM.
30. **Jet Ski and Loading.** Jet Skis may only be accessed in the Marina, no passenger/driver loading or unloading is to be done at or near the beachfront or from the Event Dock.
31. **Personal Contact Information.** Personal contact information, including up to date phone number, email address, and mailing address must be kept current and on file. The Marina must have current and up to date contact information in case of emergency.

Marina Owner:

The Lodge at Carlin Bay, Inc., a Delaware corporation

By: _____
 Chason Walsh, Authorized Agent
 Dated:

Lessee/Boat Owner:

 Dated:

Lessee/Boat Owner:

 Dated:

