



Marina Rules and Regulations

All users of Port Superior Marina Association (PSMA) Slips and Facilities agree to use the Marina and the associated facilities at his/her sole risk and assume such risk. PSMA does not assume liability for the care, protection, and security of any vessel, equipment, or personal property. User agrees to make no claim against the Marina for any loss of property by theft or burglary or any accidental damage or injury to person or property at the Marina caused by acts of God or by the Marina, excepting gross negligence or willful misconduct, during the term of stay. User shall indemnify and hold harmless PSMA from any claims, suits, actions, damages, liability, or expense (including attorneys' fees) in connection with any injury or damage (unless due to the willful misconduct or gross negligence of PSMA).

All users of the Marina keeping a boat at the Marina for any length of time agree to maintain a minimum of \$500,000 liability insurance and hull insurance to the value of the vessel and its appurtenances while at the Marina, showing the Marina as additional insured on the vessel liability insurance. An active Certificate of Insurance must be on file with the Marina.

1. **ENTERING MARINA:** When a vessel enters the Marina, the vessel, crew, and guests must comply with the Marina Rules and Regulations. Vessels entering and moving throughout the harbor shall be under power and respect the “no wake” zone.
2. **CONDUCT:** Members, renters, and their guests must conduct themselves with consideration for and courtesy toward other members, renters, and guests and give their full cooperation to all security efforts of Port Superior Marina and the Marina Staff. Members and renters are responsible for controlling their guests' conduct and behavior.
3. **RENTAL FEES FOR DOCKAGE:** All slips inside the marina basin are subject to rental fees: annual, monthly, weekly, and/or daily as posted. Dockage day starts at 6 AM. Any vessel docked before 6 AM will be charged dockage from the previous night. Check-out time shall be noon. Any vessel that occupies a berth after 1 PM will be charged dockage for the following night. All secured vessels must check in with marina staff upon arrival or at the earliest time of opening the following day in the Marina Ship Store.
4. **SUBCONTRACTOR POLICY:** Owner agrees that no outside contractor shall work on the vessel while it is at the Marina without obtaining prior approval. Such contractors or vendors may obtain permission to work on vessels in the Marina, subject to certain conditions, regulations, insurance requirements, and administrative surcharges established by the Marina to protect the Marina and its customers. Owners and subcontractors may be disallowed from performing work on vessels in the marina for violation of any Marina Rules and Regulations and/or the Marina's Environmental Best Management Practices.
5. **SECURING VESSEL IN SLIP:** Vessels shall be secured in a slip properly and safely. The Marina is under no obligation and assumes no responsibility to assure this is the case. Any vessel discovered by the Marina to be improperly moored may be properly secured by the Marina, and the Owner will be charged for any labor, lines, supplies, or equipment necessary to properly secure the vessel. Bowsprits, boomkins, davits, or any part of the Vessel may not protrude over any portion of the piers. Boat length may extend beyond the finger by 12 feet and must have a beam 12 inches less than the width of the slip in use. Any boat length or width that does not fit these restrictions must have a variance on record with the general manager.

6. **Fuel Dock:** Due to limited space, the gas dock is provided for refueling, pump outs, and other services by Marina employees. Cleaning, loading, etc., are to be accomplished at your assigned slips. No smoking is permitted within 50 feet of the fuel dock or while onboard any vessel at said pier. Smoking includes all smoking materials and vaping products. The fuel dock equipment is not self-service under any circumstances.
7. **PROVIDING ACCESS TO VESSEL:** The Owner shall provide the Marina with a combination, keys, etc., to enter the vessel. Vessel may be accessed and/or moved in the event of an emergency or for requested service work, or if the vessel presents a hazard to the Marina or other vessels.
7. **NOISE:** Noise should be kept to a minimum at all times. Owners shall use discretion when operating engines, generators, radios, television, and other equipment so as not to create a nuisance or disturbance. Between the hours of 11 pm and 8 am is considered "quiet time." Repeated violation of this rule and/or disorderly conduct will constitute grounds for eviction without refund.
8. **COMMERCIAL USE:** Use of a slip for commercial purposes is prohibited unless the Marina gives written authorization. The bareboat chartering of vessels and Airbnb or VRBO by individual boat owners at Port Superior Marina is strictly prohibited.
9. **CONDITION OF VESSEL:** Owner shall, at all times, maintain the Vessel in a safe, seaworthy condition and shall not allow it to constitute a safety hazard. If, in the Marina's sole opinion, the condition of the Vessel at any time creates a safety hazard, the Marina may, but shall have no duty or obligation to, take any actions necessary to abate the hazard, including without limitation, moving the Vessel to another slip in the Marina or removing the Vessel from the Marina. Should the Marina take any action, the Owner shall, upon receipt of the invoice, pay the Marina for the services provided and shall reimburse the Marina for any costs and expenses incurred. This includes but is not limited to battery charger and charged batteries, automatic switch for bilge pump, proper boat wiring and shore connection, through-hull and scupper hoses and connections, fuel lines and fittings, dock lines.
10. **OWNER PERFORMED MAINTENANCE:** Owner is permitted to perform routine maintenance on his/her vessel. All work must comply with the Marina's Environmental Best Management Practices, a copy of which is available at the Marina or via request.
11. **ITEMS ON PIERS/WALKWAYS AND AT SLIP:** No equipment, storage boxes, steps, grills, or other items shall be placed on piers and/or walkways, temporarily or permanently, without written approval from the Marina. The owner shall maintain the Slip and immediately adjacent areas in neat and clean condition. Items stored inside approved storage containers shall not be hazardous or explosive.
12. **SECURING ITEMS TO PIERS AND SLIPS:** Owner shall not secure or place any storage locker, fender material, steps, or any other fixture to piers or slips without the Marina's permission. The owner shall not decorate, change, or make any alterations to the piers or slips. Permanent carpeting, mats, or other covering materials are not permitted on main piers or finger piers.
13. **SHORE POWER CORDS:** Shore power cords, which are plugged into the Marina's electrical service and the vessel, must be properly secured to prevent draping into the water and must not cause excessive tugging or stress on the utility pedestal. Shore power cords deemed inadequate or unsafe by the Marina will be disconnected from service. Owners will be advised of the need to replace. Shore power cords are not to be left on the pier while the vessel is not in the slip. Those left behind will be removed by the Marina and will be returned at the Marina's convenience.
14. **COURTESY DOCK CARTS:** Carts are provided to the Marina's customers as a courtesy, and the prompt return to the head of your main pier is expected. For safety reasons, the Marina prohibits any person from riding in a cart.
15. **SWIMMING:** Swimming in the marina basin is prohibited due to the dangers that stray currents present in a marina environment. Swimming pool rules and hours are posted at each end of the pool. No running, rough play, diving, glassware, smoking, or pets are allowed in the pool area. Children under 14 years old must be accompanied by an adult. An emergency phone is located near the pool entrance on the clubhouse wall. In case of an emergency, dial 911. We do not have a lifeguard on duty at any time.
16. **PETS:** Pets shall be leashed at all times when off vessels. Pet owners are responsible for clean-up, and pet waste must be collected and properly disposed. Pet clean-up stations have been established throughout the marina. Pets are not allowed to be tied up to any marina structure (fence, dock, table, chair, etc) or left unattended at any time. Please be mindful that other members, renters, and guests may not love your pet as much as you do! Violations of the pet policy will cause a pet to be banned from the Marina.
17. **USE OF CLUBHOUSE:** Respect for the facilities and cleaning up after individual use is expected. Marina staff are not responsible for cleaning up individual messes. After each use, take out the garbage, put dishes away, wipe down counters & tables, push in chairs, and turn the lights off. The refrigerator is only for keeping your items cold while cooking. **Do not**

store food in the refrigerator overnight. No overnight sleeping is permitted in the Clubhouse. Any misuse of the facilities will be grounds for excluding individuals or groups from the privilege.

18. **UTILITY OUTAGES:** The Marina shall not be responsible for utility interruptions or outages or the results or damages caused by such events. Utilities include but are not limited to electric, water, WiFi, fueling station, and pump-out. The Marina does not supply utilities after October 15 or before May 1 of each year.
19. **FIRES AND DANGEROUS CONDITIONS:** No open flames on the docks. Gas grills are acceptable if there is no risk of open flames. Please be considerate of the smoke going into your neighbor's boat. Grill stations are provided by the Marina in a designated area on the property for use when needed. Fires of any type, in any form, are strictly prohibited on shore.
20. **RECYCLING AND ENVIRONMENTAL COMPLIANCE:** PSMA is a WI Clean Marina and, thereby, an environmentally proactive facility. Owners and their guests are asked to recycle all waste materials in the provided containers. Oil absorbent material is required in the bilge.
21. **DISCHARGE, SPILLS AND WASTE:** No waste material, discharge waste, or other foreign material is allowed in the Marina's Harbor. The Owner must immediately notify the Marina and the appropriate governing authority of any discharge or spill, and the Owner will be responsible for all fines and costs resulting from such activity. Improper discharge includes but is not limited to garbage, oil, fuel, sewage, fish guts, and pet waste.
22. **VIOLATIONS:** Violations of the above rules and regulations, or disorder, depredations, or inappropriate conduct by an Owner, crew, agents, or guests that might injure or annoy other persons, or cause property damage shall be cause for immediate removal of the owner, renter, or guest in question and termination of the slip Agreement at the discretion of the Marina. Violation of any city, county, state, or federal ordinance, statute, or regulation shall be cause for the Marina to terminate any and all agreements immediately and exclude the Owner and Vessel from the Marina.
22. **CHANGES TO RULES AND REGULATIONS:** The Marina reserves the right to amend or make additions to or deletions from the Rules and Regulations from time to time. Posting on premise, mailing, or emailing of one copy to the Owner at the address given on the Agreement shall constitute sufficient notice of said changes.