



# *Pirates Bay Marina*

## **Rules & Regulations (Short Term Rentals)**

(Updated January 20, 2014)

ALL BOAT SLIP OWNERS, THEIR LESSEES, INVITEES AND GUESTS SHALL COMPLY WITH THE FOLLOWING REGULATIONS AND ANY OTHER REGULATIONS AS MAY BE PROMULGATED BY PIRATES BAY COMMUNITY ASSOCIATION, INC. FROM TIME TO TIME.

1. **RULES OF THE ROAD** - The rules of the road and the navigational laws of the United States shall apply to all boats approaching or leaving boat slips and docks. When a boat enters the boat slip and marina area, it shall come under the jurisdiction of Pirates Bay Community Association (PBCA) and its agents. All boats, and their Owners and Captains shall comply with all federal, state, county, and municipal laws, ordinances, and regulations and shall strictly adhere to all United States Coast Guard and Florida Department of Environmental Protection (DEP) pollution standards.
2. **INSURANCE** - Boat owners must provide proof of a liability/comprehensive boat insurance policy in the minimum amount of \$300,000 for each boat. The PBCA Manager will approve all exceptions to this requirement. The Association will not be responsible or liable for any loss or damage to boats (including tools, accessories, personal property, and equipment) by theft, fire, tornadoes, floods, hurricanes, windstorms, high or low water, or any other cause beyond the reasonable control of the Association.
3. **RESTRICTIONS** - Use of the marina area is restricted to boats which have acceptable capable crew, able to appropriately secure the boat by themselves. There will be no commercial operations conducted in the dock area and there will be no launching or haul out facilities in the dock area.
4. **PORTABILITY** - The boat shall move in 48 hours under its own power when requested by the Pirate's Bay Association Representative.
5. **POWER PEDESTALS** - Power pedestals are the property of Pirate's Bay Association. No modifications shall be done to the pedestals. Electrical attachments are permitted after a dock modification is submitted to the Marina Committee and subject to Pirate's Bay Association approval. An approved electrical modification shall be installed by a licensed electrician. The Pirate's Bay Association's CAM shall be informed of the nature of the work and time frame of the work before starting.
6. **DETACHABLE POWER CORDSETS** - Cord sets for any use shall be marine grade corrosion resistant material and all cords must be properly grounded. Extension cords other than for temporary tasks are strictly forbidden and will be immediately removed by the Association Representative and will be discarded.
7. **PUMP-OUT STATION** - A pump-out station located at the end of "A" dock is available for use by slip owners, lessees, and condo renters. Use by the general public is forbidden.
8. **WASTE DISPOSAL** - NO boat slip owner, lessee, invitee, or guest shall illegally discharge any waste from any boat's holding tanks, toilets, nor pump any bilge oil, flammable or inflammable liquids into the waters around the marina. Refuse and garbage shall not be thrown overboard. Boat slip owners, their lessees, invitees, and guests shall be responsible for disposal of their own refuse and garbage in a sanitary manner by placing in a plastic bag and depositing in the waste containers provided by the Association.



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9. **OIL & CHEMICALS** - Used oil or caustic chemicals will be removed to an off premise proper container by the boat slip owners, their lessees, invitees, and guests. **DO NOT PUT IN THE CONTAINERS IN DOCK AREA PROVIDED BY THE ASSOCIATION.**
10. **FISHING & FISH CLEANING STATIONS** - PBCA welcomes authorized individuals to fish from the marina docks. If fish are to be cleaned at the marina, the fish cleaning station should be used. Any fish carcass or by-product resulting from processing your catch should be removed to a proper off-premise container. **DO NOT PUT FISH CARCASS IN CONTAINERS PROVIDED BY THE ASSOCIATION IN THE MARINA AREA.**
11. **LODGING** - No boat may be utilized for permanent lodging. Boat owners, Lessees, or Guests may stay aboard their boats as long as their length of stay does not constitute a "live-aboard" status as defined by the state of Florida. The State of Florida currently allows either 1) up to five consecutive days or 2) a maximum of thirty days of sleeping aboard a boat within our submerged land lease.
12. **CHILDREN** - Parents are responsible for the actions and safety of their children in the marina area. Children who behave improperly while in these areas or whose actions endanger themselves or others, may be excluded from these areas by the Association unless they are accompanied by a parent or responsible adult designated by the parent.
13. **PETS** - All pets shall be kept under the owner's immediate control at all times. Pets shall be immediately removed from the dock area, at the request of the Association, if they disturb other users at the marina. **NO PET WASTE SHOULD BE DISPOSED OF ON THE DOCKS OR IN THE WATER.**
14. **NOISE** - Noise shall be kept at a minimum at all times. All users of the marina shall use discretion in operating engines, generators, radios, amplifiers and televisions so as not to create a nuisance or disturbance. **NO FIRWORKS ARE PERMITTED ON THE DOCKS AT ANY TIME.**
15. **FIRE** - No charcoal barbecue or other cooking fires shall be allowed on the docks or finger piers. All boat barbecue grills must be secured to the boat while in use.