

Quillen's Point Homeowner's Association 2023 Marina Lease Agreement

I have read, understand, and agree to abide by the current Quillen's Point Marina Rules & Regulations which are incorporated herein by reference. I agree to ensure that all of my family members and guests will also abide by such rules and regulations. I understand that I will be held liable and accountable for any violations or negligence. I understand that breaking any rule makes me subject to forfeiture of the boat slip, marina access, any unused slip rental fee and that I may forfeit my preferred leasing privileges in the succeeding season, all at the discretion of the Recreation Chair.

The slip fee for 2023 is \$550 for the season, and \$300 for each shared slip lessee for a total of \$600. The Quillen's Point Homeowners Association ("QPHA") reserves the right to change these fees in future years.

For each registered boat, I have provided to the Recreation Chair copies of my Certificate of Liability insurance in effect which names the QPHA as an additional named insured party, and our boat's current state registration. I recognize that failure to provide these documents and their renewal documents during the current boating season will result in financial penalty and loss of use of the marina for the current year. Unless I provide the Marina Committee Chair with the current (that is, in effect throughout the term of the slip lease) insurance and registration documentation, as is provided in the QP Marina Rules and Regulations, I risk penalties as provided herein.

If the insurance or registration expires during the term of the lease then renewal documentation must be provided to the Marina Committee Chair at least 15 days before the expiration. Failure to comply with this requirement may result in the following penalties:

I must immediately remove my boat from the marina for the remainder of the boating season.

Any slip leasing fee paid to QP with respect to the current boating season will be forfeited to QP with no right to refund.

I will lose my entitlement to renew my slip for the subsequent season.

I will be placed on the waiting list for a slip for any subsequent season. I understand that my name will be placed at the end of the waiting list as it is comprised at the time of my forfeiture.

I attest that I am the owner or co-owner of the boat described below. I recognize the requirements for documentation to be provided to the QP Marina Committee Chair in connection with my lease of a slip in the marina, and I agree to the penalties provided herein if I fail to provide such documentation.

Owner Name _____ Co-Owner Name _____
(Please Print) (Please Print)

Signatures: _____

Phones: _____

Emergency Contact Name/number: _____

Alternate Emergency Contact Name/number _____

Boat Manufacturer, model and length: _____

Color of Boat: _____

HIN Number _____

Engine(s) Manufacturer _____ HP _____

Outboard () Inboard () I/O ()

State registration number: _____

Do not write below this line

- 1) Approval good standing ()
- 2) Slip fee received and cleared ()
- 3) Certificate of Insurance Provided ()
- 4) Application complete ()
- 5) Slip number assigned:

- 6) Date assigned:

QUILLEN'S POINT MARINA - RULES & REGULATIONS

Revised March 2023

General Conditions

- The marina is open to lessees for boat storage from April 1 through December 15, conditions permitting.
- Except as otherwise provided herein, lessees from the previous rental season will have the first opportunity to lease the same slip in the current season, subject to guidelines established by the Recreation Committee Chair.
- Lessee must be in good standing with the Quillen's Point Homeowners Association (QPHA) in order to secure and keep a slip.

Mooring

- Because of the exposed location of our marina, the following mooring line sizes and mooring requirements are mandatory:
- Boats up to 20 feet in length — Mooring lines must be minimum of 3/8 inch diameter.
- Boats 20 feet or more in length - Mooring lines must be a minimum 1/2 inch diameter.
- All lines must be nylon (cotton lines are absolutely forbidden) and should be whipped and/or spliced. All boats must be moored with spring lines to keep boats properly positioned in the slip.

Sanitation

- All marina sanitation devices with overboard discharge with "Y" outlets must be secured in the closed/holding tank position by using a padlock, non-releasable wire-tie, or by removal of the valve handle. Discharge of raw sewage from a vessel anywhere within U.S. territorial waters, including the Quillen's Point Marina, is illegal and will be reported to authorities.

Maintenance Activities

- Maintenance activities in the marina are limited to appearance enhancements only, such as polishing and cleaning.
- There will be no other maintenance of any boat or boat systems in the marina. This includes major activities such as bottom scraping, painting, hull painting or repairs, engine overhauls, etc., and minor activities such as oil change, sanding, varnishing, or oiling.

Housekeeping and Activities

- End-of-Season Clean Up: Apart from lines that cannot be reached from the dock (such as pull-in lines and permanently installed docking devices), all docks and moorings shall be cleared of hoses, mooring lines, bait storage containers, traps, fenders, and other personal gear by end-of-season. Any items left after the end-of-season will be removed and disposed of at the owner's expense.

Fuel and Other Spills

- No fueling, oil changes, or service is to be done in the marina. Boats must be pulled for service.
- Marina slip lessees are hereby advised that when fuel is carried on board it must be in an approved container or portable tank as provided for outboard engines and must be safely stored outside the engine and living compartments.
- For safety reasons, fuel tanks should never be completely filled; a minimum of 2% of tank space must be allowed for fuel expansion in hot weather.
- Prompt cleanup of spills occurring on a boat is necessary to keep spilled material from reaching the water. Dilute cleaning agents so the minimum strength is used for the job at hand. Use non-phosphate detergents and the least toxic cleaning agents available for the particular job. Recycle and reuse cleaning agents whenever possible. A DNREC-required spill kit is enclosed in the white box attached to the beginning of the pier for boater's convenience and use in case of a spill. The combination is available on our website.

- Any spill must be wiped up with rags or fuel absorbent, and rags and waste must be disposed of carefully off marina and Quillen's Point property. Fuel waste is extremely flammable and hazardous.
- Any slip lessee who causes or contributes to a spill of fuel, oil, sewage, or other substance must take immediate steps to locate and stop the cause of the spill and contain it to the maximum extent possible.
- All fuel spills must be immediately reported to the President, a member of the Board of Directors of Quillen's Point Homeowners Association, or to the Recreation Committee Chair.
- In the event of a large spill, DNREC must be notified. A QPHA representative may board a boat at any time to investigate a spill.
- Clean-up costs incurred by the QPHA will be billed to the boat owner.
- Marina slip lessees are encouraged to use oil absorbent sponges in boat bilges at all times. These are readily available at most marine stores. Use wisely and dispose properly, off the marina and off Quillen's Point property.

Other

- All vessels are required to maintain and keep aboard all required US Coast Guard safety equipment.
- All trash, garbage, and fish waste must be removed from the marina and Quillen's Point property.
- No cleaning of fish—including shellfish—is permitted on the marina site at any time.
- Pets at the marina, as throughout Quillen's Point, are required to be kept on a short leash at all times. Walk pets away from the marina. All pet waste must be collected by the pet owner and disposed of responsibly. At no time should pet waste be disposed of in the lagoon water, wetland, or other owner's lots or trash cans surrounding the marina.
- Except for launch and return, all personal watercraft, paddle craft, dinghy, and sailing vessel activity shall be away from the marina and slips.

- All mooring of personal watercraft, dinghies, and sailing vessels in the Quillen's Point marina or lagoon must be in a leased slip (no mooring without a lease).
- Overnight sleeping is not allowed in the marina.
- After-season dock: Any boat remaining in the marina beyond the boating season (after Dec 15) will be billed a per diem penalty as determined by the Marina Committee and approved by the QPHA Board of Directors.
- NO PARKING is permitted in the cul-de-sac adjacent to the marina, as indicated by yellow striping. Temporarily stopping to load and unload gear is acceptable (15 minutes or less). After unloading, marina slip lessees and their guests must park on the boat owner's property or in the designated Recreational Parking Area around the corner on Bayfront Drive.
- NO WAKE is permitted in the marina lagoon or when entering channels in the cove area, as required by law.
- NO SWIMMING is permitted in the marina lagoon or basin, or from the marina walkways.
- CRAB POTS or traps of any type may be placed in the water off the dock or walkway ONLY in areas marked in white. Crab pots and traps must have the name and phone number of the owner on traps and pots, as required by law. These items will be removed and discarded if they are not in the proper location or are incorrectly identified.
- No material may be attached to walkways or pilings, such as carpet, ladders, etc.
- Approved rubber rub rails are acceptable, with permission from the Recreation Chair.
- No children under the age of 13 are permitted on docks or the marina without adult supervision. All children under the age of 13 must wear a USCG-approved floatation vest at all times while on the dock or marina property.
- No storage is allowed on the marina dock of surfboards, standup boards, kayaks, canoes, or similar items.
- No alcoholic beverages are allowed on docks or walkways.

- No fireworks are permitted from, or on, docks or walkways. Fireworks possession and use are prohibited by Delaware law.
- Operation of wheeled vehicles of any type (bicycles, skateboards, scooters, etc.) is strictly forbidden on the decking of the marina.
- Running and horseplay are not permitted anywhere on the marina.

Severe Weather

- In severe weather, all marina slip lessees are responsible for the following:
 - The preferred hurricane/nor'easter weather practice will be to remove boats from the water to higher ground as soon as possible in order to avoid damage to the marina facility and to other boats.
 - If a boat cannot be removed, all portable fuel tanks from grills, stoves and engines, portable potties, and other loose gear must be removed from the vessel.
 - Any vessel remaining in the marina must be properly secured using extra lines and fenders.

Liability

- Boats are moored in QP marina slips at the owner's/lessee's risk. The boat owner/lessee is financially responsible to reimburse QPHA for damage to the slip, access walkways, and pilings resulting from impacts from the boat, caused by improper or inadequate mooring, and by an improper or careless operation.

Insurance and Registration

- The Owner of every boat moored in the QPHA marina is required to carry a minimum of \$300,000 Liability insurance which includes coverage of the ownership and operation of your vessel. Your policy must include the QPHA as an additional named insured party. Your policy must be current throughout the time that your boat is moored in the marina. Penalties apply for failure to maintain insurance and to provide required documentation to the OP Marina Committee Chair.
- Every boat moored in the OP marina is required to have a current registration with Delaware throughout the time that your boat is moored

in the marina. Penalties apply for failure to maintain registration and to provide required documentation to the QP Marina Committee Chair.