

QUILLEN'S POINT MARINA - RULES & REGULATIONS

Revised March 2024

General Conditions

- The marina is open to lessees for boat storage from April 1 through November 30, conditions permitting. Dock water will be made available seasonally as weather conditions permit.
- Except as otherwise provided herein, primary lessees from the previous rental season will have the first opportunity to lease the same slip in the current season, subject to guidelines and any slip sharing policy established by the Harbormaster and the Marina Advisory Committee from time to time. The Slip Sharing Policy for 2024 may be found at the end of this document.
- Lessee must be an Owner of a property within Quillen's Point and must also be in good standing with the Quillen's Point Homeowners Association (QPHA) in order to secure and keep a slip.
- The Slip Rental Fee will be \$550 for 2024. For secondary slip lessees, as identified in the slip sharing policy, the Fee will be as determined by the Harbormaster based upon the rental rate of \$5.50 per day, not to exceed \$550 for the year. In no case will any rental fees be refundable.

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

- Except as provided herein, 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 Harbormaster or designee.
- 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 November 30) 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 Harbormaster.
- 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 any reason whatsoever including but not limited to improper or inadequate mooring, and by 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. The Lessee's

policy must include the QPHA as an additional named insured party. The policy must be current throughout the time that the boat is moored in the marina. Penalties apply for failure to maintain insurance and to provide required documentation to the OP Harbormaster.

- Every boat moored in the OP marina is required to have a current registration with Delaware throughout the time that the boat is moored in the marina. Penalties apply for failure to maintain registration and to provide required documentation to the QP Harbormaster.

Violations

- Lessees who repeatedly violate any rules and regulations may lose their marina leasing preference rights and be moved to the bottom of the waitlist.

QPHA Slip Sharing Policy for 2024

1. The following Slip Sharing Policy replaces any previously published Slip Sharing Procedure.
2. Slip holders will be required to indicate in their annual marina application the period of time in which they will utilize their slip (the “Slip Holder Exclusive Period”). This will be an exclusive period for the primary lessee. The slip will then be available as a shared slip any days outside the Slip Holder Exclusive Period (the “Shared Period”). During the Shared Period, the slip will be made available to a secondary lessee from the pool of owners that are on the marina waitlist. For instance, if a primary lessee indicates that they will use their slip from June 1 through August 31, the Shared Period will be from marina opening through May 31 and from September 1 through marina closing.
3. In order to further encourage full utilization, primary lessees are encouraged to notify the Harbormaster in advance if their boat will be out of the marina for an extended period of time during the Slip Holder Exclusive Period.
4. Absent extenuating circumstances, a primary lessee may not have a period exceeding 14 consecutive days in which their boat is out of their slip during the Slip Holder Exclusive Period. In the case of extenuating

circumstances that will prevent satisfaction of this requirement, the primary lessee is required to contact the Harbormaster to obtain an extension. Extenuating circumstances may include, but are not limited to, dangerous weather, mechanical issues with the primary lessee's boat, illness or serious family issues.

5. The primary lessee will forfeit their slip privileges and all fees paid during the current marina season if the primary lessee does not satisfy these requirements or obtain an extension from the Harbormaster. However, this will not affect the primary lessee's first opportunity option to lease their slip in the subsequent season.
6. Owners on the waitlist will be offered the opportunity to apply as a secondary lessee for a shared slip. A secondary lessee will not be afforded any rights in future marina seasons, but they will retain their spot on the waitlist. An owner that is currently on the waitlist that is requesting a shared slip shall be required to complete the same full application that current slip holders complete. The Harbormaster will maintain a calendar of available slip openings and offer the available slips to those owners on the waitlist but no availability is guaranteed.
7. Primary and secondary lessees are not permitted to sublease their slip on their own. Any and all leases must go through the Harbormaster.
8. A primary lessee is not permitted to use their slip during the Shared Period, and a secondary lessee is not permitted to use a slip during a Slip Holder Exclusive Period. Violators of this rule will be given a warning to remove their vessel at once. Absent extenuating circumstances, the owner who continues in violation may risk loss of the slip and all fees paid for the remainder of the boating season and/or the loss of the first opportunity option to lease their slip in subsequent seasons.