

DUNEDIN MARINA
Rules and Regulations
(EFFECTIVE August 1, 2022)

Contents

A. Revocable Use Agreements	1
B. Vessel Information and Requirements.....	2
C. Commercial Slip Information and Requirements	3
D. Vessel Condition and Maintenance	3
E. Liveaboards	4
F. Sale of Vessel.....	4
G. General Safety and Liability Information	5
H. Waiting and Transfer Lists	6
I. General Facility Use	7
J. Boating Rules	9
K. Boat Ramp Usage	9
L. Violations	9
M. Day Docks and Fishing Pier	10
N. Rules and Regulations.....	10

The City of Dunedin Marina provides these facilities for your comfort and convenience. For the safety and enjoyment of the marina, it is required that all boat owners, family members, crew and guests abide by the following rules and regulations set forth herein. Your cooperation and observance of the following authoritative direction for conduct and procedure is expected and appreciated.

A. Revocable Use Agreements

1. A Revocable Use Agreement is required for slip usage. Any person who shall accept assignment of a slip shall by such act fully accept all of the provisions of this article (reference: Code of Ordinances, Chapter 86), including all provisions of confiscation or forfeiture for violations thereof and shall hold the City harmless for any act of the City, its officers or employees in pursuance thereof.
2. All slips will be assigned by the Harbormaster and no changes will be made without his/her approval. Slip assignment is determined by boat size at the discretion of the Harbormaster.
3. Slip users are responsible for notifying the Harbormaster's Office or the City Finance Office of any change in their user status.
4. The transfer of boats between occupied slips within the marina may be accomplished only upon prior written approval from the Harbormaster.
5. Recreational slips will first be assigned to residents of Dunedin, Dunedin property owners, and persons owning businesses physically located in Dunedin with a Dunedin Business

Tax Receipt. If a waiting list does not exist for a particular size slip, and a slip is available, the slip may be assigned to a non-resident, however, the amount of the slip fees shall be double that of the resident rate.

6. No more than one (1) recreational slip shall be used per person, family unit (spouse or children) or home address if a waiting list exists for slips at the time of request. Appeals may be submitted to the City Manager or his/her designee. No more than two (2) commercial slips shall be assigned to one person or business if a waiting list exists for the commercial slips and no more than three (3) commercial slips if there is not a waiting list.
7. No additional names or parties can be added to the Revocable Use Agreement for Recreational users after the date of an executed Revocable Use Agreement, except for the spouse of a person on the agreement.
8. Slips users may not assign or transfer the use of the slip to another, nor shall the boater allow any other boat not solely owned by him/her to occupy the slip, except that the Harbormaster may assign on a daily basis vacant slips to transient vessels. Any slip user who plans on being out of slip for over 72 hours (3 days) is responsible for informing marina staff of the slip's availability.
9. If a slip user shall fail to keep a vessel solely owned by him/her in a slip assigned for a period of ninety (90) days, the assignment of the slip shall be forfeited, shall revert back to the City and may be considered vacant and subject to reassignment unless written permission has been received from the Harbormaster after presenting a satisfactory and valid reason for an extended absence.
10. All slip fee rates, deposits, ramp fees, etc. are subject to change or increase as necessary; and amounts on deposit shall equal two (2) month's slip fee, including taxes (first and last month slip fee).

B. Vessel Information and Requirements

1. Ownership of vessels must be proven by a bill of sale, registration certificate, Coast Guard certificate of Documentation, or other means satisfactory to the Harbormaster.
2. All vessels will be titled in the name of the person or entity with whom a Revocable Use Agreement has been executed. Users of recreational slips are required to be individuals, although multiple individuals may have title to a vessel and be reflected on the Revocable Use Agreement.
3. Commercial vessels may be owned by corporations or partnerships as long as the Revocable Use Agreement has been executed by the same entity(ies). Corporate Use Agreements will be guaranteed as to payment by an authorized officer of the corporation.
4. All vessels coming into the marina for berthing shall be subject to inspection by the Harbormaster or his/her representatives at his/her discretion and at any time for general condition, safety requirements, or any other extenuating circumstances that may arise during the stay of the vessel in the marina regardless if temporary or permanent user. Further information regarding inspections is contained within.

C. Commercial Slip Information and Requirements

1. Commercial slips, by definition are those slips located on the North seawall of the marina. Commercial operators are those slip users who pay to use a slip in order to conduct business on a regular basis in said slip.
2. All Commercial slip users will be licensed as required by the U.S. Coast Guard for the particular type commercial boating activity conducted by that vessel and will carry safety equipment prescribed by the U.S. Coast Guard. The following uses are approved for commercial slips:
 - a. Fishing Charter
 - b. Sailing Charter
 - c. Commercial Fishing
 - d. Tour Boats (i.e. Sunsets Tours, Dolphin Tours, Sightseeing, etc.)
 - e. Ferry Service
3. Commercial slip users will maintain the Harbormaster with a current copy of:
 - a. Vessel's Captain's license,
 - b. Dunedin Business Tax Receipts
 - c. Liability Insurance, and
 - d. Vessel Registration/ USCG Documentation
4. Slip users must comply with requests for inspection of the vessel by the Dunedin Fire Department, U.S. Coast Guard or the Harbormaster.
5. Commercial fishing vessels operating in Florida waters must adhere to the regulations as set forth by the Florida Department of Environmental Protection. Commercial fishing vessels operating in federal waters must adhere to the regulations set by the National Marine Fisheries.

D. Vessel Condition and Maintenance

1. Watercraft berthed in the marina shall be kept in a safe, operable, seaworthy, well-maintained, and presentable condition at all times (including but not limited to free from barnacle growth, mildew, torn upholstery, chipped paint, etc.). All mooring lines shall be kept in good condition. All owners of vessels with auxiliary engine power shall keep the power supply in operational conditions at all times or have on hand some other means of power in case of emergency. Reasonable down time due to maintenance and repairs is accepted.
2. All watercraft berthed in the marina shall have an effective means of propulsion as detailed in section 327.4107(2)(e), Florida Statutes, and the rule(s) promulgated thereunder as may be amended. Vessel owners may be required to demonstrate such propulsion and safe navigation as outlined by the Pinellas County Sheriff's Office.
3. Any major repair work on vessels while in the marina confines shall be approved by the Harbormaster prior to work starting. Docks shall be kept clear of materials at all times. Any outside vendor or contractor coming into the marina to do work on a vessel shall check in with the marina staff. All vendors and contractors working in the City of Dunedin shall have either Business Tax Receipts or Registration and liability insurance. This is for your

protection.

4. The marina will, at the sole discretion of the Harbormaster, retain the right to refuse dockage to any vessel for any reason deemed sufficient in the Harbormaster's sole discretion; or if circumstances arise during a vessel's stay, the boater may be notified to remove said vessel from the marina as per #1 under Violations.
5. Every vessel with a head must be equipped with a permanently installed and properly functioning US Coast Guard-approved marine sanitation device and the marina shall have the right upon reasonable notice to inspect the interior of the Vessel to verify compliance with this condition. Portable toilets are not considered installed devices and are unacceptable as a sewage disposal system. Waste may only be discharged at an approved sewage disposal facility.

E. Liveboards

1. No more than ten (10) vessels in the marina shall be used as liveboards and will be restricted to Recreational Slips only. (Current liveboards in Commercial Slips may remain, however, future liveboards in the Commercial Slips will not be permitted.)
2. Liveboards must be authorized by the Harbormaster and will pay an additional Liveboard fee established by Resolution of the City Commission.
3. Owners must be current slip users in the Dunedin Marina for a minimum of twelve (12) months and in good standing to be considered for liveboard status.
4. Owners of vessels may not assign or sublet their vessels for liveboard purposes.
5. The minimum length of vessels for which liveboard status will be granted is twenty-five (25) feet on deck.
6. Any slip user not having liveboard status shall not stay aboard a vessel for more than three (3) days per week. Liveboards shall reside on their vessel not less than four (4) days per week, except for vacations in order to maintain their liveboard status. Special circumstances may be accepted after getting permission from the Harbormaster.
7. Small pets are accepted on liveboard vessels; however, the slip user is fully responsible their pet, including clean up. Failure to comply will result in termination of liveboard status.
8. The marina shall have the right to require a user with liveboard status to demonstrate regular use of a sewage disposal facility. Liveboards must select and utilize one of the following pump-out options: A. Contract with an outside vendor. B. Use the pump-out at Dock A or C. Use a pump-out at another facility. Regardless of the option, proof of disposal must be supplied to the Harbormaster's Office on a monthly basis. Proof may be in the form of a receipt, time-stamped photo, or visual documentation by marina staff if available.

F. Sale of Vessel

1. In the event of the sale of the vessel, the new owner of said vessel shall have a period of up to ten (10) days in which to remove the vessel from the slip and shall pay a transient fee for that period of time not already paid for by the former boat owner.

The person(s) to whom the slip had been assigned shall have a period of five (5) days thereafter within which to present satisfactory proof to the Harbormaster that he/she is in the process of purchasing another vessel to be berthed in that said slip. The new vessel must be of an appropriate size for the slip which is at the sole discretion of the Harbormaster. Upon the purchase of the new vessel, a new Revocable Use Agreement must be completed.

2. Recreational users may not transfer any right of use or assign a Revocable Use Agreement as to a slip upon the sale or other transfer of a vessel. Upon transfer or sale of a vessel, slips will revert back to the City and be assigned to the next person on the waiting list pursuant to waiting list policies. Changes in ownership with multiple owners will not be used to effectively assign slips in violation of this non-assignment rule.
3. Commercial Users who use their boat in lawful business and who sell their boat and business will be permitted to transfer their slip at the time of sale to the buyer of the boat and business, however the buyer will be required to initiate a new Revocable Use Agreement with the City and pay all required fees at the current rate at the time of sale.

G. General Safety and Liability Information

1. Boat owners and crews will be held responsible for proper security of their vessels and equipment. The marina will not be responsible for any damage or loss.
2. Liability insurance must be maintained on the vessel specifically covering damage that the vessel may cause to City property and the property of others while the vessel is physically in the marina. The amount of insurance to be specified in the Revocable Use Agreement. The Certificate of Insurance must be provided to the Harbormaster at the time of the initial Revocable Use Agreement and again at the renewal date of the insurance policy or if any change is made to the policy.
3. Slip users are responsible for the actions and behavior of their guests while present in the marina. Vessels will not be occupied by persons other than the vessel owner after normal marina office hours or for overnight stay without the physical presence of the owner.
4. The Harbormaster shall have the right to move vessels to a different slip for safety reasons or in case of an emergency or other necessary or reasonable reasons that may present themselves.
5. Any vessel which, in the opinion of the Harbormaster, represents a fire hazard or other safety hazard shall, within three (3) days of written notice being provided to the vessel owner, or posted on the vessel, whichever first occurs, be repaired to a safe condition or removed from the marina. Failure of the owner to repair or remove the vessel will be grounds for immediate termination of the Revocable Use Agreement and removal of the vessel from the marina or any other necessary or appropriate action to alleviate the fire or other safety hazard.
6. In emergency circumstances, or under conditions in which there is an immediate threat of explosion, fire or other hazard, the Harbormaster is authorized to take whatever actions are necessary to eliminate the fire or safety hazard, or to remove the vessel from the marina.

7. The Harbormaster or the City of Dunedin shall have no obligation of inspection to determine whether or not any vessel constitutes a fire or safety hazard. The maintenance of the vessel in a safe condition is the sole responsibility of the vessel owner.
8. Any person involved in any accident within the marina which results in personal injury or property damage to vessels, docks or seawalls or any other property, shall immediately report such accident to the Harbormaster or his/her designee.
9. Should a slip user's vessel be judged by the Harbormaster to be in immediate danger of damaging other vessel(s), marina infrastructure or causing environmental damage, for whatever reason, the Harbormaster will make a reasonable effort to contact the owner. The Harbormaster may use whatever reasonable means necessary to prevent, mitigate or constrain such damage in owner's absence. All costs incurred by the marina in this operation shall be the sole liability of the vessel owner. If the vessel owner fails to comply within ten (10) days of notification, vessel and all contents will be confiscated for salvage. The owner further agrees to hold the City, its officers, marina employees, and Harbormaster harmless and indemnify all from any and all liabilities that may arise from the above action. However, nothing contained herein shall be construed as a waiver of any defense or immunity of the City as to any third-party claim, including those based on sovereign immunity or 768.28, Florida Statutes.

H. Waiting and Transfer Lists

1. When slips at the marina are not available, prospective slip users can request to be placed on a waiting list. The Harbormaster will maintain a waiting list for each size slip in the marina that does not have a vacancy. Separate waiting lists shall be maintained for recreational, commercial slips, as well as for ADA accessible slips.
2. Prospective applicants wanting to be placed on a waiting list are subject to the following requirements:
 - a. Only residents of Dunedin, Dunedin property owners, and persons owning businesses physically located in Dunedin with a Dunedin Business Tax Receipt may be placed on a recreational slip waiting list.
 - b. Applicants are responsible for submitting two months deposit, including taxes, for the size slip they desire.
 - c. Applicants can only maintain a place on one waiting list.
 - d. A prospective slip user who declines an available slip that meets the minimum standards for that slip category for the second time will be moved to the last place on the waiting list. After declining an available slip the third time, the deposit will be refunded and the name removed from the waiting list.
3. Existing slip users who desire to move to a different size slip shall be placed on a waiting list if there is not an available vacancy. An additional deposit is not required. However, the following requirements apply:
 - a. A slip user can only maintain a place on one waiting list at a time.
 - b. A slip user cannot place their name on a waiting list within twelve months of using the current slip size they are in.
 - c. Those who have used a slip for more than ten (10) consecutive years can exercise a one-time "Legacy" transfer option. This option allows them to be placed on the waiting list (except for the ADA list) ahead of all other non-legacy option applicants. A Legacy

applicant must be on the waiting list for a minimum of 90 days before becoming eligible for a slip that becomes available.

4. When applicants are amongst the top three places on the waiting list, they will be notified by the Harbormaster when their position on the waiting list changes.
5. As they become available, slips will be assigned to those on the waiting list based on the order they were placed on it except in the case of "Legacy" option applicants. The Harbormaster will notify those on a waiting list by telephone, email and or certified mail when their position is amongst the top three and has improved or a slip is available for them. If an applicant cannot be contacted after a reasonable effort has been made by the Harbormaster, they will be considered to have refused the slip.
6. A transfer list shall be maintained by the Harbormaster. A slip user who desires a different slip of the same size currently being used will be placed on the transfer list. Transfers will be made as slips become available in the order that slip users are placed on the transfer list. Slip users on the transfer list have priority over the waiting list. Recreational slip users cannot transfer to commercial slips.

I. General Facility Use

1. Water and electricity are to be conserved. Each owner or operator shall furnish his/her own hose with a positive shut-off at the outboard end. Additional charges will be added to the slip fees if lessee uses abnormal amounts of electricity or water. Except for a three-hour pre-cooling time, air conditioners shall be turned off on unoccupied vessels. Boaters shall utilize only approved marine power cords (type ST, STO, or STOO). All electrical connections must be compliant with current electrical codes. Electrical cords shall not cross decks and catwalks.
2. Docks, catwalks, and adjacent ramps shall be kept clean, free and clear of stored materials, vehicles and dinghies. No bicycles, tricycles, scooters or other motorized or non-motorized vehicles of any type are permitted on docks at any time.
3. Dock boxes, if used, shall not exceed 27 inches in height, 26 inches in depth, or 48 inches in width. Such boxes shall be solid white and neatly maintained. Larger boxes may be considered on a case-by-case basis depending upon the specific site configuration constraints and if there exists sufficient space so as not to create an obstruction to access. All boxes must be pre-approved and installed by marina staff.
4. Alterations, repairs or additions to slips, docks or piers including fender boards will be accomplished by the City of Dunedin only.
5. Trash receptacles are provided throughout the marina for small items only. Bagged trash or large items shall be placed in the dumpster located across from the Harbormaster's office. No items shall be placed outside of or next to the trash receptacles at any time.
6. No garbage, trash, fuel, oil, fish carcasses, or any matter shall be deposited in the waters within the marina. The cleaning of fish is permitted only aboard vessels or at designated cleaning tables at the North end of the marina. Cleaning of fish shall be done in a neat, sanitary manner and waste must be disposed of in proper containers. This rule applies to commercial as well as recreational boaters. Any oil from engine or transmission changes

shall be removed from the marina by boat owner, not placed in garbage containers. Individuals refueling their vessels in the marina are responsible for all liability that may result from fuel spillage or fire.

7. No hazardous or flammable liquids, materials or equipment shall be stored on any docks within the marina. Gasoline or other volatile fuels carried upon the docks, walks or boats shall be in Department of Transportation (DOT), Underwriters Laboratories (UL) or Factory Mutual (FM) approved container plainly marked to indicate the nature of the contents. Fuel or oil spills shall be reported to the National Response Center at 1-800-424-8802 and to the Harbormaster or his/her designee.
8. Vessels shall remain in compliance with State of Florida Marine Sanitation Statutes at all times. Boaters shall use toilets provided in Edgewater Park restroom facilities unless they have a holding tank. Toilets or holding tanks shall not be discharged into the waters of the marina basin. Marina restrooms are available 24 hours per day to slip users and their guests. Restrooms are kept locked for your protection. The combination is available from marina staff.
9. No alcoholic beverages may be consumed on City property, other than on moored watercraft, without the written approval of the City Manager or his designee.
10. Public intoxication and improper conduct by any person or persons will not be tolerated at the marina. Unreasonable or disturbing loud noise, conversation, or playing musical instruments between the hours of 10:00 pm and 6:00 am is prohibited.
11. "FOR SALE" signs, not to exceed 18" x 18", are permissible when properly secured on the vessel. Vessel owners shall notify the Harbormaster's Office when a vessel is for sale. Yacht Brokers shall check in with marina staff prior to showing a vessel to potential customers.
12. No person shall have more than one (1) watercraft in a single slip, except however a tender or dinghy may be kept in the same slip with another boat if properly moored within the slip occupied by the master boat. Dinghies or tenders may not be kept on or stored on docks or finger piers. A dinghy or tender shall be one of proper size and type normally used for that purpose.
13. No pets are allowed in the marina area or on the docks except on a temporary basis and then only if on a leash or in a carrying case and under the control of the owner at all times. Any feces or mess made by any pet in the marina shall be cleaned up immediately by the owners. Owners are directly responsible for any damage or excessive noise caused by pets. If a slip user fails to comply with the above pet controls, the slip user will be requested to remove the pet from the marina immediately.
14. Children under sixteen (16) years of age are not permitted on the docks, finger piers or ramp areas without immediate control, supervision and presence of their parents or other responsible adults. Any accidents, injuries or damage caused by children will be the responsibility of the parents.
15. Marina Parking Decals and Boat Ramp Decals are issued by the Harbormaster. Fees are subject to change by direction of the City Commission. Both decals will be physically

attached to the vehicle on either the rear window or rear bumper of the vehicle on the passenger side. Marina parking decals may only be issued to slip users and their immediate family residing in the same household.

J. Boating Rules

1. The marina basin is a no wake zone and all vessels operating in the marina shall be operated accordingly.
2. Watercraft shall not anchor in the entrance channel or fairways of the marina.
3. All vessel activities within the marina shall be conducted in compliance with the current applicable U.S. Coast Guard Navigation Rules, City of Dunedin ordinances, federal, and county and state laws and regulations. No person shall operate vessels in a careless manner or in disregard of the rights and safety of others. Everyone using the marina shall be held liable for any property damage caused by the carelessness or negligence of vessel movements within the marina.

K. Boat Ramp Usage

1. Fees will be charged for boat ramp usage.
2. Paying ramp fee is for use of the ramp and in no way guarantees a parking place. These are available on a first come, first served basis only.
3. Scheduled ramp fees are approved by the City Commission and are posted at the Harbormaster's Office and at the boat ramp.
4. Using a slip in the marina does not grant permission for continual use of the boat ramp. Occasional launching and retrieval of the vessel permanently moored in a slip is authorized, however any other use of the ramp by slip users requires the payment of boat ramp fees.

L. Violations

1. In the event a vessel kept in a slip is in violation of the applicable provisions of the City Code, the rules and regulations herein set forth, or as set forth in the Revocable Use Agreement, the Harbormaster is hereby authorized and directed to take possession and custody of the vessel for a period of two (2) weeks before confiscating the same. During that period of time, the Harbormaster shall use reasonable diligence in an effort to contact the owner of said vessel.
2. The owner shall be given thirty (30) days' notice requesting that he/she bring the vessel into compliance. Extensions may be granted if the request for an extension is made in writing by the owner of the vessel and significant progress has been demonstrated. Failure to bring the vessel back into acceptable standing may result in fines, fees, removal of vessel, and/or the revocation of the Revocable Use Agreement.
3. If in arrears, an owner shall be given five (5) days' notice requesting that owner provide payment of slip fees or other fees. Owner has that same five (5) day period to pay all charges, fees, fines, damages and expenses due to the City, if any, or shall then remove

said vessel from said slip and marina. Upon failure to pay same, any owner rights under a Revocable Use Agreement shall be revoked and said vessel shall be forthwith confiscated by the Harbormaster and shall be sold or disposed of in any manner prescribed by law.

M. Day Docks and Fishing Pier

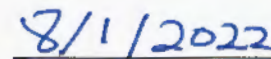
1. The Marina Pier and Day Docks are open from 6:00 am to 11:00 pm daily. Docking is not permitted outside of these hours unless authorized by the Harbormaster.
2. Slips designated for Day Dock usage are available on a first-come, first-served basis for a maximum of four (4) hours. Day dockage is not permitted anywhere in the marina not specifically designated for such use.
3. Canoe, kayaks, paddleboards or other similar devices are not permitted on nor permitted to launch from the Day Docks.
4. Certain slips may be designated for permitted use only by a franchise or license agreement granted by the City. Dockage in these areas by other vessels is strictly prohibited.
5. Dinghies may only use the slip designated for such purpose and in such a manner keeping the entire vessel within the slip.

N. Rules and Regulations

1. Boat owners and crews are to comply with all Rules and Regulations contained herein.
2. Waiver of any rules or failure to enforce regulations by the City shall only be valid if set forth in writing and signed by the City Manager and shall not be deemed to be a continuing waiver or consent to any further or future breaches of these rules and regulations.
3. All Rules and Regulations are supplemental to those established in Chapter 86, City of Dunedin, Code of Ordinances.
4. These Dunedin Marina Rules and Regulations take precedence over all former Rules and Regulations or any agreements made before these took effect. If there is any conflict between these Rules and Regulations and the Revocable Use Agreement, the Revocable Use Agreement will prevail to the extent of such a conflict.

These Rules and Regulations have been promulgated by the City Manager pursuant to Section 86-109 of the Code of Ordinances of the City of Dunedin.


City Manager


Date