



RESORT AND MARINA • ELEUTHERA • THE BAHAMAS

CAPE ELEUTHERA MARINA RULES AND REGULATIONS

The management and staff at Cape Eleuthera Marina would like to welcome you and wish you a most pleasant and enjoyable stay. For your safety and enjoyment during your visit, we respectfully request that all Owners, Owner's agents, their crew, guests, and employees abide by the following Rules and Regulations. If we may assist you in any way to make your stay more comfortable and enjoyable, please contact us.

SECTION 1 REGULATIONS REGARDING DOCKING/MOORING VESSELS

1.1 LAWS AND REGULATIONS. Owner shall fully comply with all applicable governmental laws, ordinances or regulations that apply to the Marina. Violation of any governmental laws or regulations shall be cause for Cape Eleuthera Resort Limited ("CERL"), owner of the Marina, to cause the immediate removal of Owner's vessel from the Marina. Boats shall conform to all governmental laws or regulations concerning boat safety and equipment. Owners must verify their current documentation or registration for all boats berthed in the Marina to the satisfaction of the management of the Marina. Owner shall comply with all additional rules and regulations adopted from time to time by Marina management.

1.2 SLIP ASSIGNMENTS. In the event the Marina is involved in or sponsors special events, including, without limitation, yachting events or other events of civic, community, national, or international significance, the Marina reserves the right to relocate Owner's boat on a temporary basis during such event. Owners shall notify the management of the Marina three (3) days in advance of any period where Owner's assigned slip shall remain vacant for two (2) or more consecutive days. The Marina shall have the right during any period where the slip is vacant for one (1) or more consecutive days to temporarily use, reassign, and/or lease the slip. The Marina shall make every effort to have the slip vacated and available for Owner's use prior to the date and time that Owner notifies the Marina that Owner's boat will return, or if not available, to provide Owner with temporary substitute dockage. Transient dockage may be relocated by the Marina at any time. Boats found in unassigned slips may be moved at Owner's expense or may be charged the per diem rate for the slip.

1.3 MOORING. The Marina assumes no responsibility for improperly moored boats or improperly tied lines. Owners shall properly moor and secure their vessels at all times so that no damage occurs to Owner's boat, other boats or the Marina. The Marina reserves the right to replace defective lines or correct defective mooring when necessary and to charge Owner for the cost of such replacement or correction.

1.4 SINKING, LEAKAGE, UNSAFE CONDITIONS. Should Owner's boat sink in the Marina, Owner agrees to remove such boat within twenty-four (24) hours of its sinking. The Marina may move or have the vessel removed at Owner's cost. Any vessel experiencing more than normal bilge discharge must be repaired or removed from the Marina. Owners are responsible for pumping out their vessels, as necessary. However, should an emergency develop whereby the Marina uses its equipment and/or manpower to pump out a vessel, a charge will be assessed. In the event of an emergency or if an unsafe condition is observed during Owner's absence, such as the breakdown of a bilge pump, leads, bad lines or other cause, the management of the Marina is authorized to make necessary repairs that will then be charged to Owner. Nothing herein gives rise to any cause of action, claim, or other right for failure of the Marina and its employees and agents from taking any action under this Paragraph or for any right, cause, or claim arising from the method of action taken by the Marina, its employees, or agents.

1.5 EXTENDING OBJECTS. All boats shall be docked so that no object extends over the top of docks. Owner shall be responsible for all damage to docks, slips, power posts, or other Marina property while docking

vessels. Boats with bow pulpits or other extending objects from the bow or the stern of the boat must be tied back so that such objects do not extend over the top of docks or beyond the end of the pier into the waterway. Boats with swim platforms, outboard motors, rudders, and other extending objects from the stern must not extend into the fairway. Any overage from the slip will result in reassignment to a larger slip.

1.6 TRANSIENT DOCKING. All transient boats must register with the Marina office to be assigned a slip. Check out time for all transient boats is 11:00 a.m. EST. Any boats remaining in the Marina after the specified time will be charged an extra day's slip rental unless prior arrangements have been made with the Marina office.

1.7 WASTE DISCHARGE. DISCHARGE OF HEADS, BOAT TOILETS, HOLDING TANKS, OIL, GAS, OR FUEL INTO THE MARINA IS A VIOLATION OF GOVERNMENTAL LAWS AND REGULATIONS AND THESE RULES. Emptying of portable toilets in restrooms or the Marina is prohibited. The toilets and other waste and sewer apparatus at the Marina shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other improper articles should be thrown therein. Should a boat require waste pump-out, there is a \$30 fee. Waste oil must be disposed of in approved waste oil tanks, and disposal is subject to a \$20 waste oil removal fee.

1.8 BOAT CONDITION. Boats docked in the Marina must be seaworthy and capable of moving under their own power. No boat shall create a fire hazard, a sinking hazard, or an unsightly condition.

1.9 AUXILIARY CRAFT. Owner covenants and agrees that all additional boats or crafts, including, without limitation, runabouts, rowboats, dinghies, and life rafts, must be placed on davits or physically upon Owner's boat so as not to extend beyond Owner's boat, and Owner hereby covenants and agrees that if such craft are not capable of being stowed or stored in accordance with this covenant, a slip fee maybe be charged by the Marina.

1.10 EMERGENCY MOVES. The Marina shall not be responsible to move Owner's boat at any time. However, Owner authorizes the Marina to move Owner's boat (at Owner's sole expense) as may be required in the event of an emergency or to avoid loss or damage to Marina property, as determined in the Marina's sole discretion. Owner further agrees that the Marina shall not be liable for any damage to the boat caused by such moving of the boat.

1.11 SEVERE WEATHER. Owners shall be responsible for properly securing their vessels in the event of severe weather so that no damage occurs to Owner's boat, other boats or the Marina. If, in the sole opinion of the management of the Marina, Owner has not taken necessary and appropriate precautions, Marina personnel may, but shall not be obligated to, appropriately secure vessels or prepare vessels for foul weather at the cost and expense of Owner. Owner shall be responsible for all damages to other boats and the Marina for failure to appropriately secure their vessels. In the event of a hurricane or tropical storm, the Marina, in its sole discretion, reserves the right to demand that Owner remove its boat from the Marina to safe anchorage and further reserves the right to move or evacuate any unattended vessels at Owner's sole risk and expense. Owner shall be responsible for any losses, damages, or expenses incurred by the Marina as a result of Owner's failure to comply with any such request. The Marina is not to be assumed to be a SAFE HARBOR.

SECTION 2 REGULATION REGARDING OPERATIONS WITHIN THE MARINA

2.1 DOCK MASTER JURISDICTION. Any boat that enters the Marina immediately comes under the jurisdiction of the Cape Eleuthera Dock Master and management of the Marina. Accordingly, Owner must follow the instructions of such Dock Master or such management of the Marina for the safety and well being of all persons and boats using the Marina.

2.2 ACCIDENT PROCEDURE. A responsible representative of each vessel shall immediately report to the Dock Master or management of the Marina the time, place, cause, and circumstances of any accident or injury to a passenger or other person, or damage to any property in which a vessel or Marina property is

involved and within twenty-four (24) hours shall submit such information in writing to the management of the Marina.

2.3 NO WAKE SPEED. All vessels operating in the Marina waters must proceed at idle and no wake speed so as to cause no damage or injury to person or property. ***OWNERS ARE LIABLE FOR ANY AND ALL DAMAGE OR INJURY CAUSED TO ANY PROPERTY OR PERSON BY A VESSEL'S WAKE.***

2.4 SUBMERGED OBJECTS. The Marina shall in no event be deemed to be responsible for submerged objects such as mooring cables and other devices or objects. Owner shall be responsible for the operation of Owner's boat within the Marina area. Knowledge of the Marina and submerged objects shall be the sole responsibility of Owner, and the Marina assumes no duty to notify or warn Owner in connection therewith.

2.5 LAWS, RULES, AND REGULATIONS. Owner agrees to comply with all laws, rules, and regulations pertaining to Marina operations, all safety rules and provisions, speed limits, warning signs, and any and all other rules and regulations relating to public or private safety. No slip or dock shall be used for any unlawful purpose, and no Owner shall do or permit any unlawful act on or upon his boat, slip, or dock.

2.6 AUXILIARY CRAFT OPERATION. Operation of auxiliary craft including, without limitation, jet skis, wet bikes, wind surfers, and wave runners within the Marina is prohibited.

SECTION 3 GENERAL REGULATIONS OF THE MARINA

3.1 DAMAGE TO MARINA PROPERTY. Owners and operators of vessels shall immediately reimburse the Marina for any damage or defacement that they, their vessel, guests, employees, or agents may cause to Marina property. Any dockage agreement will not be renewed with Owners who have not satisfied such outstanding obligations within thirty (30) days of the occurrence of such damage or defacement.

3.2 OPEN FIRES AND GRILLING. Open fires are not permitted on docks or piers. The use of charcoal burners, barbecues, and grills is not permitted on boats or anywhere within the Marina, its grounds, or other common areas, unless specific permission is given by the Marina office.

3.3 FUELING. Fueling may be done only at designated fueling locations.

3.4 UTILITIES, HOSES, ELECTRICAL LINES, AND WATER USAGE. Owner is responsible for payment of all utility charges incurred and not included in the posted dockage fee, which may include charges for water, electric, cable television, wireless internet, and telephone. Owner shall not use electric, water, cable television, or telephone lines or outlets on any power post other than at Owner's assigned slip. Owner shall be responsible for securing his power post from use by others. Owner is responsible to run lines as required so as to cause no damage or injury to person or property. Use of electrical and other utility lines within the Marina is solely at the risk of Owner, his guests, employees, and agents. Water supply hoses of unattended vessels shall be disconnected at the dock and stowed aboard. Only manufactured marine electrical cords and adapters may be used in the Marina.

3.5 CONSEQUENTIAL LOSSES; UTILITY SERVICE INTERRUPTION. The Marina is not responsible for any loss to food or any other personal property stored upon a vessel resulting from interruption or discontinuance of electrical service or for any other reason whatsoever. The Marina is not responsible for any losses resulting from interruption or discontinuance of electricity, telephone, television, internet, or water service. Any electrical, mechanical, or structural failures related to Marina infrastructure must be reported to Marina management immediately so that such failures may be addressed.

3.6 COMMON AREA STORAGE AND DOCK BOXES. All common areas, including, without limitation, buildings, drives, recreational areas and facilities, grounds walkways, parking areas, and all docks and finger piers shall be kept free and clear of obstructions, and no materials or personal property of any kind shall be stored or left thereon. Dock boxes may be rented from the Marina, subject to availability as well as a

\$20 per month charge. The use and security of dock boxes shall be Owner's sole responsibility. No part of the common areas, docks, and finger piers shall be decorated or furnished by Owner in any manner. All personal property must be kept on Owner's vessel. All personal property placed in any portion of the common areas, docks, or piers shall be at the sole risk of Owner, and the Marina shall in no event be liable for the loss, destruction, or damage to any such property.

3.7 REPAIRS AND MAINTENANCE. Repair, maintenance, alterations, or additions to dock facilities may be performed only by Marina personnel or their agents. Owners may not remove any fixture, addition, or improvement from the Marina, common areas, docks, or piers, or place any additions, improvements, or fixtures thereon, or make any modification thereto without prior written permission from the management of the Marina. Painting, scraping, or repairing of boats or gear shall not be permitted in slips, on the docks, the finger piers, or any common area of the Marina unless approved in writing by Marina management. Routine maintenance and minor repairs necessary for the preservation and seaworthiness of the vessel at individual slips is restricted to activities that can be performed without materials entering the waterway or causing any damage to common areas, docks, or piers. Routine maintenance and minor repairs are generally considered to be those that do not disturb the public peace and tranquility of any person aboard any boat within the jurisdiction of the Marina. ***NO OTHER REPAIRS OR MAINTENANCE MAY BE PERFORMED IN THE MARINA WITHOUT THE MARINA'S PRIOR WRITTEN CONSENT.*** The Marina will not loan tools, equipment, or supplies to Owners for any maintenance or repairs. No outside labor craftsmen may work on any boat in the Marina without the prior written consent of Management. All such routine maintenance and minor repairs by Owners or permitted outsiders may be performed only between 8:00 a.m. and 6:00 p.m., except in the case of emergency.

3.8 PARKING. All Owners are expected to be considerate of other boaters with respect to parking spaces. If your boating party consists of more than one vehicle, the other vehicles must be parked in less crowded areas. Parking, except in permitted parking areas designated by appropriate markings, shall not be permitted. If any vehicle owned or operated by an Owner or any member of his family, guests, invitees, licensees, or sub-owners shall be illegally or improperly parked or abandoned in the Marina or parking areas, the Marina shall have the right to remove said vehicle at Owner's cost and expense, and the Marina, its employees, agents, and affiliates shall be held harmless by such Owner for any and all damages or losses that may ensue. Owner shall defend and indemnify the Marina, its employees, agents, and affiliates as a result of such illegal or improper parking or abandonment and any consequences thereof. Boat trailers are to be parked only in the designated area, upon receiving authorization from Marina management. The parking area may not be used for any purpose other than parking automobiles. Parking may, at the Marina's election, be regulated and/or limited.

3.9 LAUNDRY, REFUSE, AND MISCELLANEOUS. Laundry shall not be hung on boats, docks, or finger piers in the Marina. Refuse and garbage must not be thrown overboard. Refuse and garbage shall be securely tied in plastic bags and shall be deposited in trash receptacles supplied for that purpose. Notify Marina personnel for anything that will not fit in these dumpsters. ***NO PERSON SHALL DISCHARGE OIL, SPIRITS, FLAMMABLE LIQUID, PAINT OR OILY BILGES INTO THE MARINA OR TRASH RECEPTACLES UNDER ANY CIRCUMSTANCES WHATSOEVER.*** Disposal of all batteries must be registered at the Marina office and a \$20 battery disposal fee paid. Oversized and excessive amounts of trash are subject to a disposal fee.

3.10 DISORDERLY CONDUCT. Disorderly conduct by an Owner or its employees, visitors, guests, family, or others will cause the immediate removal from the Marina of the vessel in question. Public intoxication, profanity, or abusive language directed at anyone will not be tolerated. The Owner of any vessel who causes or threatens harm to the person or property of any other Owner, Marina employee, or member of the public will be subject to immediate removal from the Marina. Noise shall be kept to a minimum at all times, and no Owner shall operate or permit to be operated any sound-producing devices on the exterior of his boat between the hours of 6:00 p.m. and 8:00 a.m. the following morning. All persons using the Marina shall use discretion at all times in operating engines, generators, radios, and television sets so as not to create a nuisance or disturbance. The use of such mechanical tools as buffers, sanders, rug cleaners, or compressors is restricted so as not to cause a disturbance or nuisance to other Owners or guests of the Marina.

3.11 PETS. Pets, when on Marina property, MUST be controlled and accompanied by Owner at all times. Pets must be on a leash and in or on Owner's boat at all times. Pets are not to be chained or tied to any common area, dock, or pier. If a pet soils Marina property, Owner must clean it up immediately. Pets are restricted to normal domestic animals. Owners shall promptly reimburse the Marina for the cost of cleaning or repairing any damage to Marina property caused by pets. The Owner of each pet shall ensure that his pet does not interfere with the rights, comforts, or convenience of other Owners or Marina guests. Failure to comply with these provisions may result in removal of such pet from the Marina.

3.12 COMMERCIAL ACTIVITIES. Solicitations or advertising for any purpose on the water or land areas of the Marina is prohibited, except as specifically authorized in writing by the Marina. Your boat and slip may not be used for any commercial purpose, including rental, the carrying of passengers for hire, or the operation of any fishing charter or service unless you provide a cruising permit and obtain written authorization from the management of the Marina. Owner shall not permit any solicitors, brokers, salespeople, or workers on or about the boat while it is in the Marina unless previously approved by the Marina and accompanied by Owner or an authorized agent of the Marina. Owner warrants that the boat is used for pleasure or business entertainment only and that Owner is not in the business of selling boats or any other type of marine equipment.

3.13 SWIMMING, FISHING, AND MISCELLANEOUS ACTIVITIES. *SWIMMING, DIVING, AND FISHING ARE PROHIBITED WITHIN THE MARINA.* Fish cleaning is prohibited within the Marina and common areas, except in designated areas. The discharging of firearms or fireworks is prohibited within the Marina and common areas. The flying of kites, remote controlled airplanes, boats, and cars is also prohibited. No running is allowed on the Marina grounds, docks, or piers. No motorcycles or mopeds are permitted on the docks but must be confined to the driveway and parking areas. Bicycle riding, skateboarding, and roller skating are prohibited on the docks. The Marina is to be accessed through the formal entrance and/or a pedestrian access gate. No one is permitted to climb over a fence to access the Marina.

3.14 CRIME DETERRENCE. *VESSELS SHOULD BE SECURED AT ALL TIMES.* The Marina is not responsible for failure of any party including, without limitation, Marina personnel, Owners and guests, invitees, and agents of Owners to lock or secure their vessel.

3.15 BOAT EQUIPMENT. Only manufactured boat fenders are approved by the Marina. Homemade fenders and tires are prohibited. Any fender or similar equipment to be attached to a dock must be approved by the management of the Marina.

3.16 SAILBOATS. All sailboats must have halyards tied or secured away from the mast. Sailboats must be operated under power within the Marina.

3.17 SIGNAGE. No sign, notices, "For Sale," "For Rent," or "For Lease" signs or other display or advertising or other lettering shall be maintained, exhibited, inscribed, painted, or fixed on any part of the Marina, a vessel in any slip, or on any dock, pier, or common area without the prior written consent of the management of the Marina.

3.18 MARINA PERSONNEL. Employees and agents of the Marina and its affiliated companies are not authorized to accept packages, keys, money, or articles of any kind or description from or for the benefit of Owner. If packages, keys, money, or articles of any description are left with any employee or agent of the Marina, Owner assumes the sole risk therefore and Owner, not the Marina or its affiliates, shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith. The Marina and its affiliates do not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to an Owner's slip will not be accepted without the prior permission of Owner, and the Marina assumes no liability in connection with such deliveries. Should an employee of the Marina or its affiliates at the request of an Owner move, handle, or store any articles of personal property belonging to an Owner or handle, move, park, or drive any automobile on behalf of any Owner or its guests, then in every such case, such employee shall be deemed the agent of Owner or Owner's guests. Neither the Marina nor its affiliates shall be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith.

3.19 ENDANGERED SPECIES. Any person that harms or attempts to harm plants or animals identified by any governmental agency as an endangered species is subject to immediate expulsion from the Marina and prosecution to the fullest extent of the law.

SECTION 4 MISCELLANEOUS COVENANTS AND REGULATIONS

4.1 OWNER. Owner is herein defined to include Owner's agents, their family, crew, guests, invitees, licensees, sub-owners, servants, agents, and employees.

4.2 COMPLAINTS. Complaints regarding the management of the Marina shall be made in writing to the Marina Management. No Owner shall direct, supervise, or in any manner attempt to assert control over any employee of the Marina.

4.3 CANCELLATION POLICY. The Marina has a twenty-four (24) hour cancellation policy for all vessels holding a reservation for a slip. Failure to cancel a reservation by 4:00 p.m. EST the day before your scheduled arrival date will result in the vessel being charged for one (1) day's slip rental.

4.4 ACCESS. Owner hereby grants access to his slip and/or boat to the management of the Marina or persons so authorized for the purpose of correcting any conditions originating in his slip, threatening another slip or the common areas, piers, or docks, or for the purpose of performing installations, alterations, or repairs to the common areas, piers, or docks adjacent to Owner's slip or in emergency situations.

4.5 MODIFICATIONS. The Marina reserves the right to alter, amend, modify, repeal, or revoke these Marina Rules and Regulations at any time.

4.6 CLAIMS. No Owner shall make any claim against the Marina, its affiliates, servants, agents, or employees for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any use of any of the recreational or service facilities. Each Owner shall defend, indemnify, and hold the Marina, its affiliates, employees, agents, and servants harmless from any and all liabilities, actions, losses, or damages arising out of the use of the Marina, common areas, piers, docks, and facilities by Owner, its servants, guests, licensees, invitees, or sub-owners, except where such loss, injury, or damage clearly can be proved to have resulted from and been caused by the sole negligence of the Marina, in which case any such claims shall be limited to the applicable limits of the Marina's insurance policy.

4.7 INDEMNIFICATION. Owner, sub-owners, and all servants, employees, agents, visitors, guests, and licensees of Owner shall be bound by these Rules and Regulations. To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the Marina, its employees, agents, and affiliates from and against all losses, damages, and expenses resulting from or arising out of a breach of these Rules and Regulations or any action or inaction of Owner or his sub-owners, servants, employees, agents, visitors, and licensees.