



HIGHPORT MARINA RULES AND REGULATIONS

1. Before occupancy is afforded or renewed and thereafter immediately on demand all Members MUST furnish Highport Marina with: A completed and signed Slip Lease Agreement, a current copy of applicant's boat registration, and proof of a minimum of \$500,000.00 of third party liability insurance with Highport marina listed as an "additional insured". Licensee shall also maintain a Hull and Machinery policy covering at least 100% of the present actual cash value of the Boat, with endorsements for extended perils, damage by fire, electrolysis or stray current corrosion, pollution and fuel spills, salvage and wreckage removal, vandalism and burglary.. A non-refundable document fee shall be levied against Member's account for each month Member fails to provide a completed and signed Slip Lease Agreement, and proof of insurance and registration for their boat. For the initial three months, Member shall be charged \$50.00 per month, and thereafter, Member shall be charged \$100.00 per month.
2. In the interests of protecting our environment, there will be no refueling of any vessel in the Marina, except at the fuel dock where proper dispensing and containment is available.
3. Any major repair or refurbishment to any vessel moored in a Highport Marina boathouse must be conducted outside of the Marina or in our Service Center. Minor cosmetic maintenance may be conducted in the slip with the proper containment of any and all pollutants. Please consult with Highport Marina management if you have questions.
4. Slip Member agrees that Highport Marina personnel may question individuals upon or near your boat to ascertain whether they are authorized to be on Highport Marina property. Slip Member is to contact the Highport Marina Service Center in advance if they anticipate any visitor or worker to be aboard their vessel during their absence.
5. All vendors must sign in and secure work permit from the Highport Marina Service Center. It is the responsibility of the slip Member to use only those individual contractors that are authorized to work at or on that Marina. Unauthorized vendors working on Highport Marina property will be required to leave the property immediately upon discovery.
6. It is a violation of Federal law to discharge your holding tank (black water) into Federal waters. Any discharge/dumping of holding tanks in the Marina will result in an automatic termination of the Slip Lease Agreement and may lead to fines and/or prosecution.
7. All batteries, oil containers, and unused paints and solvents are to be removed from Marina. At no time may any of the above be left on the docks, head of the walkways or anywhere on the property. No toxic chemicals, batteries, petroleum, etc., may be placed in trash receptacles. Abandonment of hazardous or toxic material on Highport Marina property is a Federal offense.
8. Highport Marina Members are expected to enjoy their time in and around the Marina in such a manner as not to disrupt other slip Members. Noise should be kept at a reasonable level at all times. The quiet hour shall begin after 10:00 pm Sunday through Thursday. On Friday, Saturday and all US government recognized holidays, the quiet hour will be extended to 2:00 am Saturday and Sunday morning, respectively. The reasonable level of noise includes the volume of talking, radios, stereos, CD players and other similar equipment to the point that the sound does not overtly extend beyond the Member's slip. Failure to comply with the Marina's Rules on reasonable level of noise/the quiet hour at any time can be a determined cause for automatic termination of the Slip Lease Agreement without refund of any amounts paid to Highport Marina and may lead to fines and/or the contacting of local authorities.
9. Bands or live entertainment of any kind are not allowed on the docks or in the Marina unless advanced approval has been obtained from the Highport Marina management. Failure to obtain approval may result in eviction.
10. **Pets must be kept on a leash at ALL TIMES** on Highport Marina property. Pet behavior must not be nuisance to others or pose threat to other pets or people. **No aggressive breeds will be allowed on Highport Marina grounds.** Pet owners are responsible for picking up, packaging, sealing and disposing of pet's solid waste.
11. Swimming in the Marina or diving into the water is prohibited for the safety of our Members or their guests.
12. All construction/remodeling of any kind must have prior approval by the Highport Marina management in writing. Approval will required proposed plans and specifications (including electrical and/or plumbing plans) in writing. Any approved construction must comply with Federal, state and location requirements and codes. Work must be performed by Highport Marina personnel or vendors approved by Highport Marina management.
13. Slip Members have the responsibility of removing personal trash and refuse at all times. After a visit to your slip, please make certain that all trash is removed and disposed of every time. Highport Marina trash receptacles are for Members' marina trash only.

Highport Resort & Marina, 120 Texoma Harbor Drive, Pottsboro, Texas, 75076
Tel: 903.786.7000, Fax: 903.786.7659

14. It is a Federal law that on Lake Texoma no person shall live aboard any vessel/dock and utilize as a primary residence.
15. Slip Members and their guests are responsible for compliance with all Highport Marina Rules and Regulations, as well as local laws and ordinances. Violation of Federal, state or local laws or regulations, failure to comply with Highport Marina rules, disorderly conduct, over intoxication, the use of foul or abusive language to other slip Members or Highport Marina staff, and like behavior will be cause for automatic termination of the Slip Lease Agreement without refund of any amounts paid to Highport Marina and may lead to fines and/or prosecution.
16. All persons causing injury or damage to other persons, dock or other boats, shall be held liable. Disorder, depredation or indecorous conduct by a patron, his crew or guest that might injure a person, cause damage to property or harm the reputation of the Marina is cause for automatic termination of the Slip Lease Agreement without refund of any amounts paid to Highport Marina and may lead to fines and/or prosecution.
17. Open flame devices are prohibited on any portion of dock, boathouse or adjoining structures. Wood burning stoves, charcoal or propane BBQ grills, Tiki torches, smokers, propane heaters and other open flame devices will be removed, without notice, from Highport Marina structures.
18. Parking areas in front of boathouses and along roadway are to be kept free from trailers and "storage" vehicles. All trailers need to be parked in trailer parking areas at launch ramp or in grassy area adjacent to launch ramp.
19. Rubbermaid dock box / utility box products are not permissible on the docks. Only Dock boxes constructed of fiberglass or higher grade material is allowed
20. The boathouses' main center walk is to be kept clear of any obstructions at all times. The boathouses fingers are to be shared equally by neighboring tenants. The boathouse fingers are not to have any obstructions blocking the ends of fingers as well as the fingers themselves.
21. **Pre-Approval from Management** is required prior to any installations by the customer. (Example: spider netting, screening, lighting, etc...)
22. **Pre-Approval from Management** is required prior to any modifications or alterations considered to be made to any slip. All NEW Construction / Improvements will be self-sustaining & not reliant upon the integrity of the boathouse structure itself for support. All new construction / improvements will be required to be floated in and supported by its own substructure & flotation.
23. **BOAT HEATERS** Unattended operation of unapproved electrical devices, fixtures, or appliances to provide freeze protection is **NOT ALLOWED**. This includes light bulbs (permanent or temporary) in an engine compartment. This includes ALL space heaters and portable heaters. This includes heaters equipped with safety tip-over switches, oil filled heaters, ceramic heaters, etc. Any type of heater utilizing a flame (commonly propane) should never be used on a boat.

APPROVED HEATERS
(Safe for Unattended Operation)

- a. **Engine Compartment** – Only Coast Guard Approved Marine Bilge Heaters may operate unattended. Two companies who make approved marine bilge heaters are Boat Safe and Xtreme Heaters.
- b. **Boat Cabin** – Permanent, professionally installed, Boat Cabin Heaters may operate unattended provided they are "Approved for Marine Use" and have been hardwired into the boat's electrical system.

24. **OTHER REPAIRMEN:** Tenant shall not employ an artisan or mechanic without first obtaining approval from and reporting to Highport Marina such employment. The repairman must register at the Highport Service Center and provide proof of a \$1,000,000.00 liability insurance policy naming Highport Marina as additional insured and also provide proof of Workman's Compensation Insurance before commencing any repairs. Repairman will be issued an identification badge that must be visible while on Highport Marina property. The badge must be checked in upon departure.

All or any portion of these Highport Marina Rules and Regulations may be amended or changed by Highport Marina management at any time.

We appreciate the opportunity to be of service to you. Our staff is available to answer any of your questions, please feel free to contact the Highport Marina office at (903) 786-7000.

Lessee Signature	Date
Slip #	Account #

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