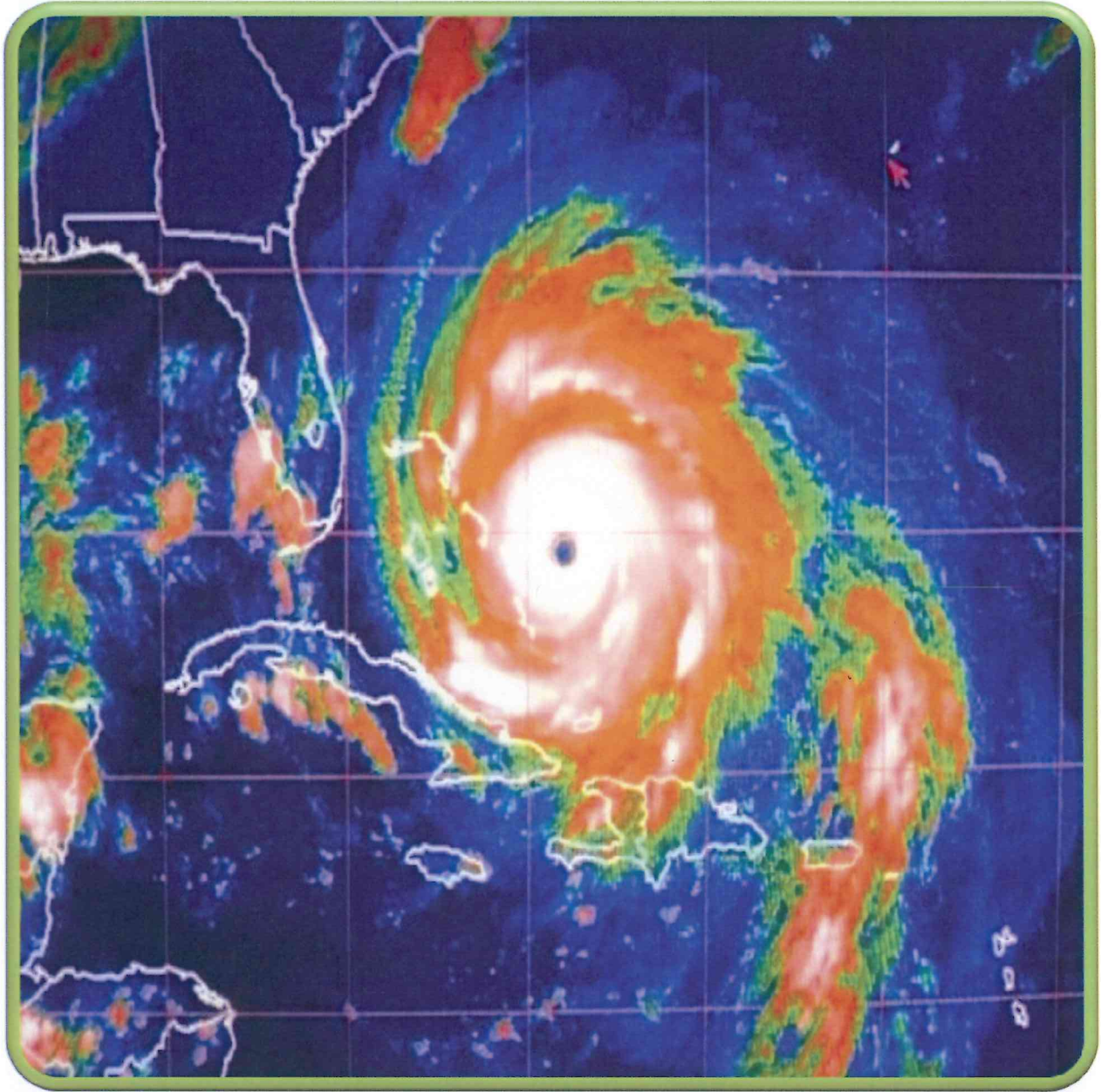


HALIFAX HARBOR MARINA HURRICANE PREPAREDNESS PLAN



HALIFAX HARBOR MARINA HURRICANE PREPAREDNESS PLAN

Definition: Hurricanes are semi-predictable storms characterized by highly dangerous and destructive winds, rain, and tidal surge. Hurricane Season runs from June 1st through November 30th each year. This is the period when tropical storms and hurricane threats are the highest.

Statement of Purpose: The purpose of the Plan is to use what is known about hurricane forecasting and preparation and about prudent behavior during a hurricane to minimize the effects of these storms on City property, boat owners and their boats, and the Marina Staff.

Insurance and Loss: The Marina policy is established in Paragraph 13 of Exhibit “A” (Rules and Regulations) to the Halifax Harbor Marina Master Slip/Space Rental Agreement.

Staff Responsibilities: The Harbormaster, at the direction of the Marina Manager is responsible for coordinating staff activities in preparing for and reacting to the threat of a hurricane. Specific duties of the Harbormaster and principal staff members are outlined below.

Preparations and Actions

Phase I: Prior to Hurricane Season

a. The Harbormaster shall:

- (1) Review this plan with marina staff members and update as required.
- (2) Schedule a staff briefing prior to June 1 for new employees.
- (3) Seek to recruit and instruct one or more Volunteer Hurricane Dock Watch Captains for each dock prior to June 1, as outlined in Appendix “C”.

b. The Harbormaster will coordinate the acquisition, storage, and maintenance of materials required to protect City property and accomplish the other tasks listed in Appendix “B.”

c. The Assistant Marina Manager will accomplish the preparatory actions listed in Appendix “B” and will email and make available in the marina office for boat owners, Appendix “A” prior to June 1. New tenants arriving after June 1 will be provided the information upon completion of the Application for Dockage.

Phase II: 72 Hours Prior to Predicted Storm

a. The Harbormaster shall:

- (1) Place all staff on Hurricane Alert, schedule a review of the Hurricane Plan, and develop and promulgate a watch schedule for personnel for the next 48 hours.
- (2) Coordinate a check of all boats in the marina to verify slip occupancy and the status of preparations. Findings will be recorded on the Dock Check List, which will be delivered to the Assistant Marina Manager following each dock check.

- b. The Assistant Marina Manager will coordinate a review of and report to the Harbormaster on the status and preparation of materials.
- c. The Assistant Marina Manager shall:
 - (1) Attempt to notify Owners of the predicted storm and request that Owners review Appendix "A" and Exhibit 1 to Appendix "A." The Assistant Marina Manager will seek to learn the Owners tentative plans for moving/not moving their vessels.
 - (2) Review and update slip availability based on Owners tentative plans, and provide the Harbormaster an updated Dock Check List showing actual and tentative dockage assignments. This list will be updated continuously to reflect changes in slip assignments and availability. The slip status board in the Harbormaster Building shall be updated to reflect the current status of slip assignments and reservations.

Phase III: 48 Hours Prior to Predicted Strike of the Storm

- a. The Harbormaster shall:
 - (1) Coordinate a check of all docks and grounds for hurricane preparedness and direct staff to complete preparations of the marina.
 - (2) Place Volunteer Dock Captains on alert and schedule them as necessary based on their availability.
 - (3) Notify the Assistant Marina Manager of any discrepancies noted in the dock check.
 - (4) Ensure that marina equipment is secured in sheds or is properly tied down.
- b. The Assistant Marina Manager shall attempt to notify boat owners of any problems noted during the dock check. North Basin boat owners that voluntarily move their boats to the South Basin must make the move prior to the issuance of a Hurricane Warning. The slip status board shall continue to be updated with any boat movement.

Phase IV: 24 Hours Prior to Predicted Strike of the Storm (Hurricane Warning Issued)

- a. The Harbormaster shall:
 - (1) Place all staff on full duty.
 - (2) Coordinate a final staff review of completed preparations.
 - (3) Coordinate a final check of docks and Marina property and submit an updated dock check to the Assistant Marina Manager.
 - (4) Turn off unnecessary electrical feeds.

Phase V: 12 Hours Prior to Predicted Strike of the Storm until Evacuation or All Clear

- (1) Turn off all potable water to the docks and buildings.
- (2) Turn off all fuel systems, draining the system if possible.
- (3) Advise boaters to evacuate their boat and marina to a safer area on higher ground.
- (4) Secure power to docks and any other areas not yet secure.

After the Storm

When conditions permit, the Marina Manager and Harbormaster shall return to the Marina and recall necessary staff members. Coordinate with the marina staff and Volunteer Dock Captains to identify potentially hazardous conditions. Commence damage assessment of the facilities and boats. Prepare damage reports for the City Risk Management Division.

APPENDIX “A”

POLICIES AND PROCEDURES FOR VESSEL OWNERS

Halifax Harbor Marina has established a set of procedures intended to minimize damage to persons and property in the event of a hurricane or severe tropical storm. These procedures should not be considered proof against loss or damage and they should not be considered a substitute for the actions of a prudent boat owner. You, as a boat owner, must make your own plans and preparations for hurricanes. Preparing the boat for heavy weather, deciding IF you want to keep the boat in the marina, or take it to another location prior to the anticipated strike of the storm, obtaining adequate insurance to cover the loss or damage of the boat and any destruction it may cause to the property of others, are among the many decisions you must make. You may find Exhibit 1 to Appendix “A,” Summary List of Precautionary Actions useful.

The marina staff will assist you, to the extent time, facilities, and materials permit in making preparations. We hope to be aided by volunteers and Volunteer Dock Captains among your fellow boaters and would welcome your participation in this program of boaters helping boaters. Please contact the Assistant Marina Manager, Harbormaster, or Marina Manager if you are interested in becoming a volunteer.

Owners of vessels in the North Basin who choose to remain in the marina may request a temporary slip in the South Basin. Such assignment will be based on the availability of slips at the time the vessel is ready to move. Boats will not be moved from the North to the South Basin after a Hurricane Warning is issued.

If you are considering removing your vessel from the marina, please remember that once the official decision is made to evacuate the peninsula, all bridges will be locked in the down position, eliminating passage to the north for many boats. Abnormally high tides will create clearance problems for many boats that may clear the bridges under normal conditions.

Evacuate your person from the Marina at your discretion, but immediately when ordered by the authorities.

EXHIBIT 1 TO APPENDIX “A”

Summary List of Precautionary Actions

The following list of possible precautionary actions is summarized from information published by Boat U. S. and similar sources. It is furnished for your information and should not be considered a complete list or one which will assure the safety of your vessel in hurricane conditions.

72 to 24 Hours Prior to Hurricane Landfall

- ✓ Secure vessels with line at least ½' in diameter.
- ✓ If deck cleats are not bolted through, consider securing lines to the base of a mast, winches, etc.
- ✓ Double lines on bow and stern, single springs, use a six point attachment.
- ✓ North Basin Only – anchors may be set, but must have a marking buoy. Leave plenty of scope.
- ✓ Boats on the seawall should spring off with at least two anchors.
- ✓ All canopies and bimini tops should be removed and stowed.
- ✓ All sails and covers removed and stowed; sheets and halyards secured.
- ✓ Lash boom(s).
- ✓ Secure rudders.
- ✓ Dog all hatches.
- ✓ Check and or clean scuppers in cockpit areas.
- ✓ Fill potable water tank.
- ✓ Ensure batteries are fully charged.
- ✓ Check the engine to ensure that it will start and run.
- ✓ Prepare for dockside power to be removed.
- ✓ Stow all loose gear including bikes, inflatable rafts and dinghies, etc.
- ✓ Continue to check lines and boat until you feel it's prudent for you to be elsewhere.
- ✓ Ensure the marina staff has an emergency phone number for you.
- ✓ Hire an insured contractor from the marina's Contractor List to attend to your boat.

APPENDIX “B”

Office Staff Procedures for Hurricane Preparation

The Assistant Marina Manager is responsible for maintaining and disseminating the Hurricane Plan, for securing all records and office equipment, and for assisting in other ways as requested by the Marina Manager.

Phase I: Prior to Hurricane Season (June 1)

- a. Identify a source for storage containers for office records, equipment and resale items.
- b. Define priorities for office materials and equipment to be boxed and stored while maintaining office operations until evacuation is ordered.
- c. Schedule staff training to prepare them for dock duties if needed in an emergency.
- d. Update recall list as necessary.

Phase II: 72 Hours Prior to Predicted Storm Strike

- a. Secure containers for storage of office records, equipment, and resale items.
- b. Review the Hurricane Plan and be prepared to disseminate information to boaters and public seeking information.
- c. Review and update staff recall list.

Phase III: 48 Hours Prior to Predicted Storm Strike

- a. Pack, move, and store resale items on the second floor, Harbormaster Building.
- b. Remove one computer to the second floor, Harbormaster Building.
- c. Assist as directed.

Phase IV: 24 Hours Prior to Predicted Storm Strike

- a. Pack, move, and store remaining records and items.
- b. Remove second computer to the second floor.
- c. Assist as directed.

Phase V: 12 Hours Prior to Predicted Storm Strike until Evacuation/All Clear

- a. Maintain a telephone watch and keep status reports.
- b. Assist as directed until all clear or evacuation is ordered.
- c. When directed by the Marina Manager, execute a recall of staff and inform Volunteer Watch Captains that they may return to the Marina.

APPENDIX “C”

Volunteer Dock Watch Captains

Prior to May 31st each year, the Harbormaster will attempt to identify one or more boaters from each dock to serve as a Volunteer Watch Captain to assist the marina staff in preparing the marina for a hurricane.

The Harbormaster will schedule instruction for Volunteers prior to May 31st, at the time new Volunteers are added during the Hurricane Season, and whenever a condition of Hurricane Watch is set.

Volunteers are asked to supply their own foul weather gear, a flashlight or lantern, and a Personal Flotation Device (PFD).

Volunteers will perform their duties under the supervision of the Harbormaster. Duties include, but are not limited to: Check for preparedness of boats and docks, checking for items such as chaffed lines, improperly tied vessels, loose dock equipment and the like. Report any findings to the Harbormaster, or vessel owner if they are onboard.

Assist in the final preparations as requested by the Harbormaster, Assistant Marina Manager, or the Marina Manager.

Remain in an alert status until, 1) ordered to evacuate, 2) advised to stand down, or 3) personal decision to relinquish duties as a Volunteer.

Phase I: 72 Hours Prior to Predicted Storm Strike

a. Confirm to the Harbormaster your availability to perform services as a Volunteer Dock Watch Captain.

Phase II: 48 Hours Prior to Predicted Storm Strike

- a. Secure own vessel and make all personal preparations.
- b. Assist in Dock Check as requested.
- c. Assist other boaters and marina staff as directed.
- d. Monitor VHF FM channel 16 or 71.

Phases III and IV: 24 Hours Prior to Predicted Storm Strike

- a. Continue to observe and report.
- b. Assist in preparations as directed.
- c. Assist with evacuation.

STORM/HURRICANE PREPAREDNESS LIST

Day/Date	Employee

Confirm inventory of:

- 800 wire ties
- Duct Tape
- Lantern and flashlight batters (D) Batteries (Purchase additional)
- Office Depot Stretch Wrap Film to wrap fuel dispensers, office equipment and HHM sign.

GENERAL

- ✓ Wire tie dock box lids and secure power box covers with bend wires.
- ✓ Remove toters from docks – secure with 5/16” line at dock entrance or secure in N. Basin.
- ✓ Secure toter at trailer was down area and extras in North Basin.
- ✓ Place wire tie around each pet clean-up bag roll at each gate.
- ✓ Remove & stow liners to trash receptacles throughout property (park, sidewalks, etc.)
- ✓ Stow breezeway trash receptacles (renew bags as required) and possibly newspaper boxes.
- ✓ Film wrap front and back doors of oil igloo- North Basin. Don’t tape over lettering.
- ✓ Wire tie accesses on the 3 gray oil recycle units.
- ✓ Secure solid oily waste toters to above units with 5/16” line.
- ✓ Secure “NO PARKING” barricade at entrance to North C parking lot in North C electrical room.
- ✓ Secure grounds trash receptacles in lawn equipment building.
- ✓ Secure lawn mower covers to mowers with line underneath and over top, or remove and store.
- ✓ Raise pump out boat as high as possible – secure all loose gear in North Basin, or haul on trailer.
- ✓ Film wrap portable toilet dump station lid.
- ✓ Tie dock carts in place with 5/16” line, or secure indoors if conditions dictate. Customers will want to use them until the last moment.
- ✓ Fuel all vehicles and extra fuel containers for possible generator usage.
- ✓ Cover electronic equipment with plastic.
- **May need to -**
 - Remove big ladder from North Basin laundry roof and secure.
 - Secure power – particularly in the North Basin. Assign Dock Captains, provide keys.
 - Secure water to prevent loss in case of water break.
 - Film-wrap HHM entrance sign.
 - Lag loose transformers.

Day/Date	Employee

FUEL DOCK & FUEL SYSTEM

- ✓ May need to fill fuel tanks to keep from floating out of ground.
- ✓ Check to insure fuel fill caps are “snapped” on tight.
- ✓ Place wire tie around pet clean-up bag rolls at each end of fuel dock.
- ✓ Remove boat hooks and net – store in oil room.
- ✓ Remove courtesy boarding steps and tie to fence at entrance to the fuel dock.
- ✓ Remove diffusers from fuel dock light posts – store in maintenance.
- ✓ Check skiff bilge pumps for automatic operation.
- ✓ Fuel the skiffs.
- ✓ Hook up automatic water sensing AC electric pump to white skiff, or haul out on trailer.
- ✓ Film wrap fuel dock trash receptacles and fuel spill kit lids.
- ✓ Film wrap electronic credit card equipment in Carolina cockpit.
- ✓ Film wrap dispensers with plastic and duct tape securely.
- ✓ Cable tie fuel nozzles to hose reels – make certain hoses are completely reeled.

**May need to remove oval mirror from concrete piling.

**May need to remove signs from fuel dock whalers.

H: hurricane preparad

The Florida Senate

2013 Florida Statutes

<u>Title XXIV</u> VESSELS	<u>Chapter 327</u> VESSEL SAFETY	SECTION 59 Marina evacuations.
	<u>Entire Chapter</u>	

327.59 Marina evacuations.—

(1) After June 1, 1994, marinas may not adopt, maintain, or enforce policies pertaining to evacuation of vessels which require vessels to be removed from marinas following the issuance of a hurricane watch or warning, in order to ensure that protecting the lives and safety of vessel owners is placed before interests of protecting property.

(2) Nothing in this section may be construed to restrict the ability of an owner of a vessel or the owner's authorized representative to remove a vessel voluntarily from a marina at any time or to restrict a marina owner from dictating the kind of cleats, ropes, fenders, and other measures that must be used on vessels as a condition of use of a marina. After a tropical storm or hurricane watch has been issued, a marina owner or operator, or an employee or agent of such owner or operator, may take reasonable actions to further secure any vessel within the marina to minimize damage to a vessel and to protect marina property, private property, and the environment and may charge a reasonable fee for such services.

(3) Notwithstanding any other provisions of this section, in order to minimize damage to a vessel and to protect marina property, private property, and the environment, a marina owner may provide by contract that in the event a vessel owner fails to promptly remove a vessel from a marina after a tropical storm or hurricane watch has been issued, the marina owner, operator, employee, or agent may remove the vessel, if reasonable, from its slip or take whatever reasonable actions are deemed necessary to properly secure a vessel to minimize damage to a vessel and to protect marina property, private property, and the environment and may charge the vessel owner a reasonable fee for any such services rendered. In order to add such a provision to a contract, the marina owner must provide notice to the vessel owner in any such contract in a font size of at least 10 points and in substantially the following form:

NOTICE TO VESSEL OWNER

The undersigned hereby informs you that in the event you fail to remove your vessel from the marina promptly (timeframe to be determined between the marina owner or operator and the vessel owner) after the issuance of a tropical storm or hurricane watch for (insert geographic area), Florida, under Florida law, the undersigned or his or her employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action.

(4) A marina owner, operator, employee, or agent shall not be held liable for any damage incurred to a vessel from storms or hurricanes and is held harmless as a result of such actions. Nothing in this section may be construed to provide immunity to a marina operator, employee, or agent for any damage caused by intentional acts or negligence when removing or securing a vessel as permitted under this section.

History.—s. 22, ch. 93-211; s. 11, ch. 95-146; s. 464, ch. 95-148; s. 2, ch. 95-150; s. 2, ch. 2006-309.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

ArcGIS Shelters, Storm Surge & Evacuation Routes

Details

Basemap

About

Content

Legend

Legend

Emergency Management Data

Shelter

Special Needs Pet Friendly

Public

Public Pet Friendly

Shelter Info Point

Planning for the Storm Information

Evacuation Routes

Storm_Surge_Depth_Analysis

Category 1

Dry

0.0 - 0.5ft

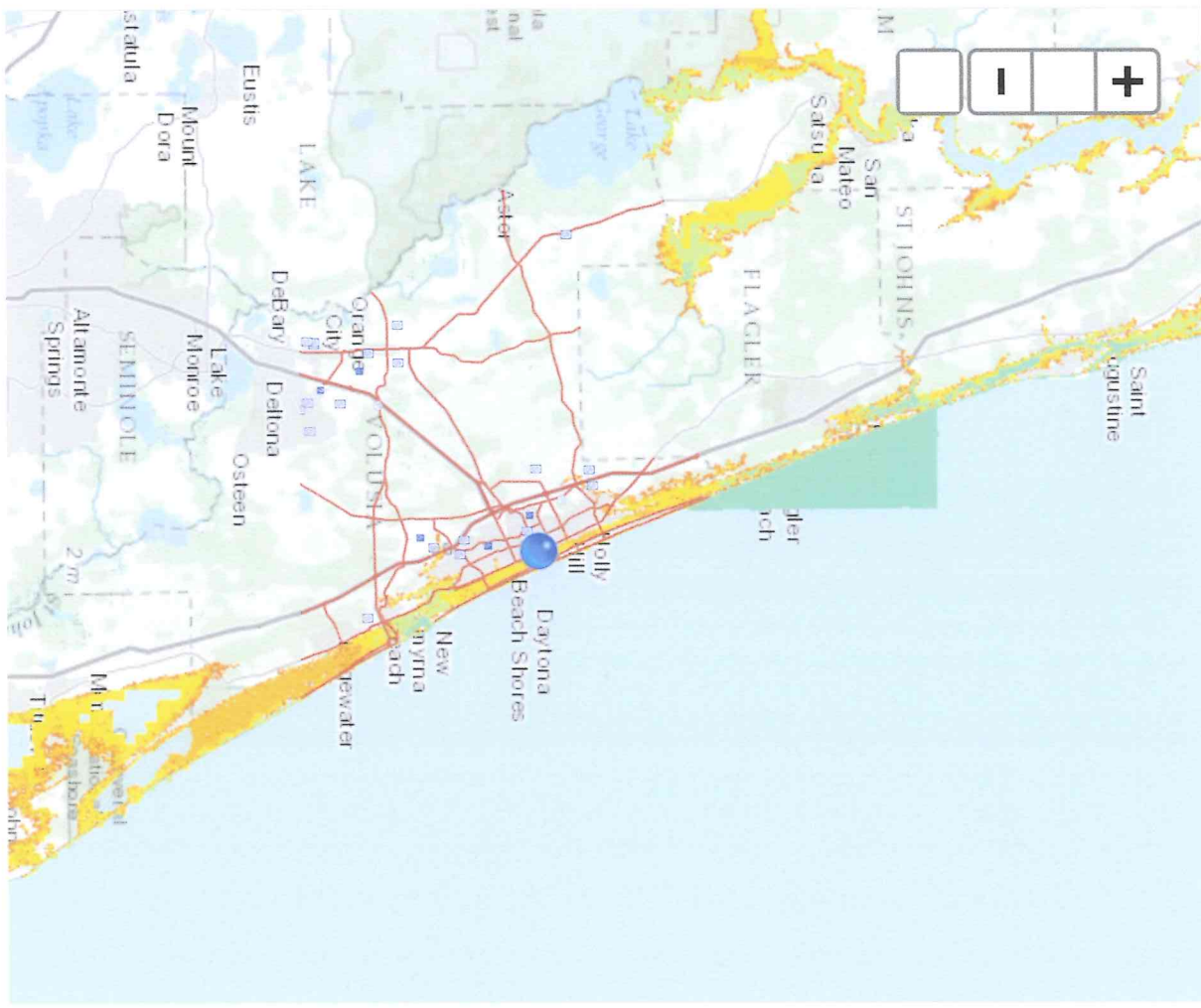
0.5 - 1.5ft

1.5 - 3.0ft

3.0 - 5.0ft

5.0 - 7.0ft

7.0 - 10ft



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Emergency shelters

During an emergency, not all shelters will open at once. To find out which shelters are available, tune to the local news media or call the toll-free Citizen's Information Hotline at:
(866) 345-0345 (Only during a disaster)
Telecommunications Device for the Deaf: (386) 248-1792



Shelter list

- [Items to bring to a shelter](#)
- [Special Needs Shelters \(SNS\)](#)
- [Protect and shelter your pets](#)

Using Deltona shelters

Evacuees using shelters in the Deltona area first should travel to the shelter information points (SIPs) at Deltona High School or Pine Ridge High School to receive detailed directions to the nearest open shelter.

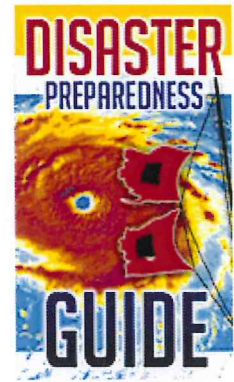
Easy access to the SIPs is available from Maytown Road, S.R. 44, I-4 and C.R. 415. SIPs are marked clearly on the map on p.10.

Before a storm threatens, practice driving or map two routes to the Deltona SIPs. For assistance finding a shelter, please contact the Volusia County School Board at one of the telephone numbers listed on the back page.



Transportation

The Volusia County School Board and Votran will provide free rides to general public shelters. Pick up will be made at all regular Votran bus stops.



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Shelter list

East Volusia Shelters

1. Pine Trail Elementary 300 Airport Road Ormond Beach
2. Pathways Elementary 2100 Airport Road Ormond Beach
3. Champion Elementary 921 Tournament Drive Daytona Beach
4. **Hinson Middle (PF)** 1860 N. Clyde Morris Blvd. Daytona Beach
5. **Palm Terrace Elementary (SNS & PF)** 1825 Dunn Avenue Daytona Beach
6. Campbell Middle 625 South Keech Street Daytona Beach
7. Mainland High 1255 W. Intl Speedway Blvd. Daytona Beach
8. **Atlantic High (SNS & PF)** 1250 Reed Canal Road Port Orange
9. Horizon Elementary 4751 Hidden Lake Drive Port Orange
10. Sweetwater Elementary 5800 Victoria Gardens Blvd. Port Orange
11. **Creekside Middle (SNS & PF)** 6801 Airport Road Port Orange
12. Cypress Creek Elementary 6100 S. Williamson Blvd. Port Orange
13. New Smyrna Beach High 1015 10th Street New Smyrna Beach

West Volusia Shelters

14. T.D. Taylor Middle/High 100 E. Washington Avenue Pierson
15. DeLand High 800 N. Hill Avenue DeLand
16. DeLand Middle 1400 Aquarius Avenue DeLand
17. **Freedom Elementary (SNS & PF)** 1395 S. Blue Lake DeLand
18. Citrus Gove Elementary 729 Hazen Road DeLand
19. Volusia Pines Elementary 500 E. Kicklighter Road Lake Helen
20. Friendship Elementary 2746 Fulford Street Deltona
21. **Deltona High (SIP)** 100 Wolf Pack Run Deltona
22. **Galaxy Middle (SNS & PF)** 2400 Eustace Avenue Deltona
23. Timbercrest Elementary 2401 Eustace Avenue Deltona
24. Deltona Lakes Elementary 2022 Adelia Blvd. Deltona
25. Spirit Elementary 1500 Meadowlark Drive Deltona
26. Discovery Elementary 975 Abigail Drive Deltona
27. Forest Lake Elementary 1600 Doyle Road Deltona
28. Sunrise Elementary 3155 Phonetia Drive Deltona
29. **Heritage Middle (SNS & PF)** 1001 Parnell Court Deltona
30. **Pine Ridge High (SIP)** 925 Howland Blvd. Deltona
31. Pride Elementary 1100 Learning Lane Deltona
32. DeBary Elementary 88 W. Highbanks Road

- DeBary
33. Manatee Cove Elementary 734 West Ohio Avenue
Orange City
 34. River Springs Middle 900 West Ohio Avenue
Orange City
 35. University High School 1000 W Rhode Island
Avenue Orange City
 36. Osteen Elementary 500 Doyle Road Osteen
 37. **Volusia County Fairgrounds (PPS)** 3150 E.
State Road 44 DeLand (1/4 mile E of I-4 on SR
44)

SIP: Shelter Information Point (central location to direct evacuees to shelters in Deltona)

SNS: Special Needs Shelter – Assists evacuees who are elderly, physically, mentally or sensory disabled, visually or hearing impaired, or require oxygen. It is also a Pet Friendly shelter for PSNs (People with Special Needs).

PF: Pet Friendly – people and pets are housed in separate locations at the shelter

PPS: People & Pet Shelter (people and pets are housed in the same location – Fairgrounds only)

Special Needs Shelters (SNS):

- Palm Terrace Elementary 1825 Dunn Avenue
Daytona Beach
- Atlantic High 1250 Reed Canal Road Port Orange
- Creekside Middle 6801 Airport Road Port Orange
- Freedom Elementary 1395 S. Blue Lake DeLand
- Galaxy Middle 2400 Eustace Avenue Deltona
- Heritage Middle 1001 Parnell Court Deltona

Important SNS shelter information:

- People with special needs should be accompanied by a caregiver if this type of assistance is normally needed.
- People with special needs must bring all needed supplies.
- Hospitals are not shelters.
- SNS shelters are not for people who need 24-hour dedicated care, a hospital bed, ventilator, other complex care, or isolation patients.
- SNS shelters are pet friendly. Must bring necessary items/supplies for their pets. Contact Volusia County Animal Services for additional information and questions.

Directions to shelters in Volusia County

Volusia County School Board at (386) 226-7852 or (386) 943-7626.

Directions to shelters in adjacent counties

- (321) 637-6670 Brevard County
- (352) 622-3205 Marion County
- (386) 586-5111 Flagler County
- (386) 329-0379 Putnam County
- (352) 343-9732 Lake County
- (407) 665-5102 Seminole County

Items to take to a shelter

Evacuees may need to stay at a shelter for 24-72 hours during an emergency. Since space is limited, only take essential items. Avoid bringing valuables; shelters are not responsible for lost or stolen items.

Items include:

- Special dietary food, snacks or comfort food.
- Bedding, pillow, blanket, etc.
- Extra clothing.
- Medications and medical supplies.
- Oxygen supplies or arrange with your oxygen company to deliver to the designated SNS oxygen shelter.
- Toiletry items.
- Flashlight and batteries.
- Diapers, infant and elderly/disabled necessities.
- Time occupier such as books, magazines, games or cards.

If you only have minutes to pack, grab these items:

- Medical supplies: prescription medications, eyeglasses, and dentures.
- Disaster supplies: flashlight, batteries, radio, first aid kit, bottled water
- Clothing and bedding: a change of clothes and a sleeping bag or bedroll and pillow for each household member
- Car keys and keys to the place you may be going (friend's or relative's home)

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Comments or questions?
E-mail the
web administrator



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Marine information

The following preparation and precautionary suggestions are issued as guidelines only for the marine community. Specific plans, characteristics, and the effects of environment and weather should be applied uniquely to every boat.

- Develop a detailed plan of action for your vessel.
- Have a friend or neighbor prepared to act in your absence.
- Consolidate all boat records, insurance policies, photos and equipment inventories and keep in a safe place.



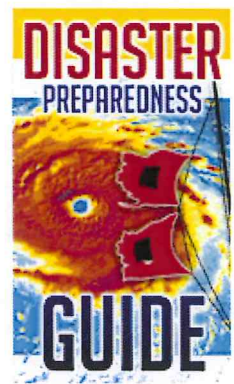
DO NOT remain on your boat during severe weather

Trailerable boats

Boats should be lashed to the trailer with blocks placed between the frame members and the axle inside each wheel. Deflate tires half way and chock them. Also consider filling the boat one-third full of water to hold it down. Use heavy lines to secure the boat to fixed objects in four directions, if possible, and use ground screws.

Non-trailerable boats

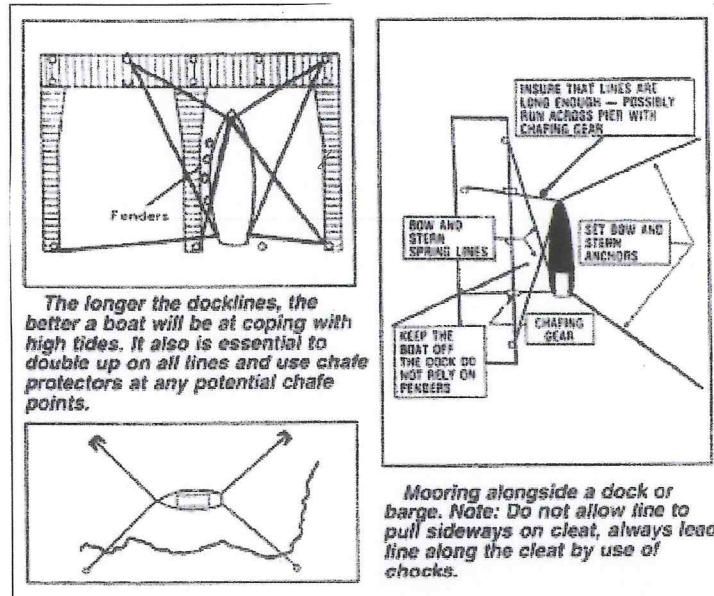
- Secure the boat in a marina berth, safe harbor or haul the boat. **Never leave boats in davits or on a hydro-lift!**
- Double all lines. Rig crossing-spring lines fore and aft. Attach lines high on pilings to allow for tidal rise or surge. Use nails to insure lines will not slip off and select the sturdiest and tallest pilings.
- Prevent rope chafing by wrapping tape, rags and rubber hoses around lines at potential rough points.
- Check for strong backing plates on all cleats, winches, chocks, bits and bollards.
- Ensure automatic bilge pumps are strong and batteries are charged fully.
- Enhance the watertight integrity of the boat both



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below and above the water line. Seal windows and doors and hatches with duct tape as necessary. Shut sea cocks and plug sink drains and unvalved through-hull fittings.

- Have on hand additional lines, fenders, fender boards, anchors, ground screw anchors and chafing gear.
- Strip sails, tie off sails and/or de-rig and secure all deck gear.
- Rehearse your planned vessel movement to include an actual visit to your mooring/ anchoring location. Use a minimum of two and preferably three anchors of the Bruce or CQR variety.
- Keep firefighting and lifesaving equipment handy and in good order.



Note: All bridges will be locked down when winds reach a sustained speed of 39 miles per hour or a land evacuation is ordered. Before a complete lockdown is executed, drawbridges will be raised on the hour for 15 minutes when boat traffic is present.



Marine radio frequencies

Marine radio frequencies		
Agency	Channels	Frequencies
Bridgetenders (countywide)	13 and 9	156.65
U. S. Coast Guard	16	156.80
NOAA. weather		162.40 and 162.55

Marine telephone numbers

- Marine emergencies - 9-1-1

- Florida Game and Fresh Water Fish Commission:
(888) 404-3922
- U.S. Coast Guard (Ponce Inlet): (386) 258-8733
- Volusia County Sheriff (Aviation/Marine Division):
(386) 239-6542
- 24-hour weather message: (386) 252-8000
- U.S. Customs Service (Port Canaveral): (321)
783-2066
- National Hurricane Center: (305) 229-4400

Bridges

When an evacuation is ordered, all bridges will be locked down when winds reach a sustained speed of 39 miles per hour or a land evacuation is ordered. Before a complete lock-down, drawbridges will be raised on the hour for 15 minutes when boat traffic is present. Because of the disruption of bridge operation, boaters must be prepared to move early to seek safe harbor.

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Comments or questions?
E-mail the
web administrator



**HALIFAX HARBOR MARINA MASTER SLIP/SPACE RENTAL AGREEMENT
TERMS OF AGREEMENT
IN ACCORDANCE WITH THE CURRENT ORDINANCE**

**EXHIBIT 'A': RULES AND REGULATIONS
(To Halifax Harbor Marina Master Slip/Space Rental Agreement)**

Definitions. For the purposes of these Rules, the following words and terms have the following meanings:

- "Marina" shall refer to The City of Daytona Beach Halifax Harbor Marina and/or the Operator and its employees of Halifax Harbor Marina.
- "Owner" shall refer to the Vessel OWNER, its agent or representative.
- "Vessel" shall refer to Owner's boat for which the Marina provides dockage.
- "Agreement" Refers to the Halifax Harbor Marina Master Slip/Space Rental Agreement and Appendix "A" Rules and Regulations, and the Short Form Slip/Space Rental Agreement between Marina and Owner.
- "Monthly" shall refer to slip and agreements for a terms less than twelve months.
- "Annual" shall refer to slip/rental agreements for a term of twelve months.
- "Monthly Live Aboard Fee" shall refer and apply to vessels being occupied for 8 or more consecutive nights or for 12 or more non-consecutive nights in a calendar month.

Rules and Regulations.

1. Admission, registration, slip assignment and termination.

Only vessels in good and seaworthy condition will be admitted. All vessel owners or captains must report by radio or in person, to the marina office upon arrival for registration and slip assignment. Owner will not change slips without permission of the Marina.

a. Criteria for admission. To be admitted, Owner's vessel shall be:

(1) registered or documented, marked and maintained as required by law and safe practices.

(2) subject to an initial and subsequent inspections by Marina or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance, including but not limited to: operational engine(s); size, condition, number and length of dock lines and cleats; adequate fendering to protect Marina's docks; condition and appearance of exterior portion of vessel; odor; condition of bilges and bilge pump(s), condition of fuel tanks, marina head facilities and plumbing, etc.

(a) All vessels must have adequate electrical or mechanical, permanently installed bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen, preferably near the helm.

(b) All vessels must be equipped to comply with the Florida Clean Vessels Act, as discussed in Paragraph 5, below.

b. Slip assignment and matching vessel length with slip length. Marina will attempt to honor Owner's preference for slip assignment, consistent with Marina's need to match vessels to slips of an appropriate size. Owner agrees to move, at Marina's request, his/her other vessel to a slip with similar services (i.e., electrical service) and in the same basin if Owner's vessel is less than 90% of the length of the slip to which originally assigned.

c. Termination. This agreement may be terminated by Marina immediately if the vessel fails the initial inspection, which will be conducted by Marina within ten days of the arrival of Owner's vessel. Subsequently, Marina may cancel this Agreement and order any boat to vacate the space being occupied for the violation of the Rules and Regulations of Halifax Harbor.

2. Dockage Charges and Vessels Measurement. Dockage charges will be calculated by multiplying the appropriate dockage rate by the measured length of the vessel or by a minimum length as describe below:

a. Minimum Length for calculating dockage charges:

(1) North and South Basin: 30 Feet

(2) South Basin Docks "E" through "J": Length of the slip or length of vessel whichever is greater.

b. Determination of Vessel Length

(1) Boats will be measured by Marina from the bow extremity along a straight line parallel with the water. Extensions, such as pulpits, bow spits, davits, dinghies and outboards will not be included in the measurement.

(2) Marina may elect to use the registered or documented length as the basis for charges. Any question of length will be settled by measurement.

3. Advertising, soliciting and commercial use.

a. Advertising or soliciting includes advertising for lease or sale of owner's vessel, shall not be permitted except in those areas designated for such and approved by Marina.

b. Watercraft shall not be used for commercial purposes from the Marina unless assigned to or occupying, while so engaged, a slip designated for commercial use. All commercial use must be requested in writing by Owner and approved by Marina in writing in advance.

c. "Yacht Brokerage" -Persons interested in purchasing a vessel berthed in the Marina will not be allowed access to althe vessel unless the owner or an owner's representative is present. An Owner will not be able to abuse the Marina access policy by merely calling the Marina when the Owner wants a prospective purchaser to look at the vessel.

4. Checking out at termination of agreement. Owner agrees to notify Marina when removing his/her vessel permanently, and shall settle his/her account prior to departing. Marina requests that Owner leave a forwarding address to facilitate handling of mail and telephone calls. All personal property must be removed from dock boxes when dockage rental is terminated. After the departure of the Owner's vessel, locked dock boxes shall be opened by Marina and Marina shall not be responsible for any contents therein.

5. Clean Vessel Act compliance. Owner agrees to comply with City Ordinances and State and Federal law and regulations concerning the stowage and disposal of human waste. All boaters are prohibited from discharging raw sewage into waters of the Marina or within three miles of the east coast of Florida. Under the Florida Clean Vessel Act, the following vessels must have a working toilet onboard when in state waters: (1) boat 26 feet or longer with enclosed cabin and berthing facilities; (2) boats used primary as a residence for 21 out of 30 days. All holding tank valves shall be set to direct waste water into an onboard holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharged into Marina waters. Marina will make best efforts to provide pump-out service for holding tanks, and dump facilities for port-a-potties, free of charge. Owner is encouraged to use Marina restrooms in lieu of onboard toilet facilities when in Marina waters.

6. Extended cruises and slip assignment.

a. When Owner expects to vacate his/her slip for more than 48 hours he/she shall so notify Marina in advance. Marina may lease the slip to other persons during the period of vacancy. Owner will not sublease his/her leased slip and will not lease his/her vessel without prior written approval

of Marina. Transfer of vessels between slips is not allowed except by prior written concurrence of Marina. To assure slip availability upon return, Owner agrees to notify Marina by any means available, before departure, of the date and expected time of return and to confirm 48 hours prior to return.

b. Marina reserves the right to move a transient vessel without notice.

7. Conduct. Owner and Owner's guests, for whom the Owner is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.

a. Owner and Owner's guest will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted. See **Halifax Work Regulations**, published separately as a part of the Slip/Space Rental Agreement.

b. The City of Daytona Beach leash law (Ordinance No. 75-406) applies to all Marina docks and upland areas. Pets are permitted at the Marina only if they are not a nuisance. Owners are responsible for the actions of their pets. This Agreement may be terminated by Marina if Owner's pet, or the pet of Owner's guest, creates a nuisance. Examples of nuisance behavior include, but are not limited to: toileting on Marina property or on the property of others, (unless Owner removes all traces of waste material and disposes of them in a closed container placed in a trash receptacle); noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks, walks or land.

c. Fishing and cast netting are not permitted from docks or slip. Owner may fish or cast from his/her vessel only if activity does not disturb other guest or damage or foul the property of another, and if equipment, catch and residue are contained on the vessel. All residues from cleaning fish and shellfish shall be retained onboard for proper disposal or sealed in plastic bags and placed into upland dumpsters provided by Marina. The cleaning of fish and shellfish on the docks or finger piers, and the disposal of fish or shellfish parts in the waters or grounds of Marina is prohibited. State law prohibits disposal of fish parts in Marina waters. Marina reserves the right to prohibit fishing.

d. Swimming and diving are not permitted in the waters of the Marina.

e. Rigging shall be secured to prevent undue noise.

f. Owner agrees to hang no laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of Marina.

g. Security gates and restroom doors are to be kept closed and locked at all times. Laundry and telephone rooms shall be locked when not occupied. People who do not have keys will not be given access to gates or restrooms and should be reported to Marina or Marina security. Owner is requested to cooperate with Halifax Harbor Marina security guards.

h. Firearms, loaded or unloaded, will not be displayed topside or on Marina property.

i. Bicycle, motorcycles, motor bike, moped and motor scooter riding, skating and skate boarding on the docks is prohibited. Motorcycles, motorbikes, mopeds and motor scooters may not be stored on the docks.

j. The use or display of live fireworks is prohibited from boats, docks and upland property of the marina.

8. Contraband and related matters. Possession of contraband and prohibited items are substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons and loaded firearms is prohibited. Marina has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard in the execution of its "Zero Tolerance"; responsibilities and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Owner or Owner's guest(s) or crew by any agency for a suspected offense covered by this provision may result in termination of the Slip/Space Rental Agreement prior to final legal disposition.

9. Contractors. Owner agrees to only use contractors or service personnel who register at the Marina Office and produce proof of insurance in accordance with City Ordinance prior to working on any vessel in Halifax Harbor. See **Halifax Harbor Work Regulations**, published separately. Owner agrees to pay the daily rate for electricity used by Owner's Contractor unless the Contractor uses the electrical service for which Owner has paid in advanced.

10. Emergencies. Owner must maintain his/her vessel in a state of readiness for movement in case of fire or evacuation. Owner will notify Marina if propulsion machinery is inoperative and will remain so for more than 48 hours, and will advise of action being taken to restore machinery to operable condition. In an emergency, Marina reserves the right, but not the responsibility, to take such action as necessary and prudent to safeguard Owner's vessel and adjacent vessel and property of Marina. Owner agrees to pay Marina all charges for services rendered on behalf of Owner and Owner's vessel in an emergency situation, to include charges for Marina staff and materials and/or the costs of hiring a contractor to move or remove the vessel and to make any repairs required to make the vessel safe and free from defects which may endanger life, property or natural environment.

11. Exclusive Use. Marina and Owner and Owner's guest(s) alone may use the shore side toilets and laundry facilities, except for the facilities attached to the Marina Office designated for use by the general public.

12. Fires, Fueling and dangerous conditions.

a. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited. Cooking aboard vessel is permitted if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the U.S. Coast Guard. The fueling of vessels is permitted only at the Marina fuel docks. Fuel shall be stored only in tanks integral to the vessel, except that not more than two portable fuel cans, properly rated as fuel containers, may be kept on board if secured to the vessel, to prevent shifting or spillage of fuel. Owner will be correct immediately any dangerous or hazardous condition on his/her vessel, or caused by his/her vessel, upon notice of such condition.

b. Gasoline and other petroleum products, explosive and incendiary and hazardous materials, including environmental hazards, may not be left on docks and may not be stored in dock boxes. Such materials, if found unattended, may be removed and disposed of by the Marina at Owner's expense.

c. Fueling operations. Any discharge into waters of the state, including the Marina, is prohibited by law and this Ordinance. Owner is responsible for assuring that his/her vessel does not discharge, either by venting or by overflowing the filler, into Marina waters. Precautions must be taken to catch or absorb any overflow. Owner or his/her adult designee, not a child, shall attend the fuel nozzle throughout the fueling operation until the nozzle is shut off and returned to the Marina attendant. Marina employees are not permitted to fuel Owner's vessel. Owner may not fuel small craft or other equipment at Halifax Harbor, including water and upland areas, except at the Marina's fuel dock. Portable fuel tanks and equipment should be placed on the fuel dock for filling. Before refueling vessels, close hatches, doors and ports. Shut down all engines, motors and equipment. Ground gasoline nozzle. Do not top off tank and do not smoke. After refueling, clean up any fuel spillage, open hatches, doors and ports, ventilate bilges and cabin and operate bilge blower.

13. Insurance/loss. Owner agrees to have his/her vessel insured by liability insurance and to be held responsible for damage caused to other vessels in Halifax Harbor or to the structures thereof. Marina assumes no responsibility for the safety of any vessel docked at the Halifax Harbor and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however rising. Owner acknowledges that he/she has been advised that the Marina makes no representation or warranty offers Owner or Owner's vessel a safe berth, or that Marina offers the safest available refuge. Owner and his/her vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Owner agrees to hold Marina harmless in the event claims for damage to other persons or property arise from the presence of Owner's vessel in Marina. Owner has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and Marina has relied upon,

(a) a marina hull insurance policy of a "Named perils" or "all risks" for the value of the vessel, and (b) a third party liability policy, also known as a P&I policy. Owner agrees that he/she is fully responsible for making arrangements for the safety and protection of his/her boat and appurtenances. Owner authorizes Marina to remove his/her vessel from Marina, at Owner's expense, if Owner fails to remove said vessel after receiving notice from Marina that the vessel is imperiled or represents a threat of damage to Marina property or to property of a third party.

14. Live-aboard Policy. The appropriate live aboard rate/fee and live aboard rate for electric service will be charged when the Owner or his/her agent or crew resides on a vessel within Halifax Harbor Marina for any consecutive period of 8 nights, or a total of 12 or more non-Consecutive nights in any 30 day period. **The period is not governed by a calendar month.** The live aboard rate/fee also applies if the marina is used as the principle residence while in the Daytona Area, or the marina address, i.e. 450 Basin St., Daytona Beach, FL 32114 is used as an address to receive regular mail. The Owner agrees to inform the Marina of any actual or planned live aboard period. Owner acknowledges that it is a condition of live aboard status that he/she will make his/her vessel available to the Marina to pump out the onboard holding tank at least once per calendar month and more frequently if required to maintain a sanitary, odor free condition. Only vessels thirty feet or longer may be occupied in a year round live aboard status. Marina reserves the right to disqualify any vessel for live aboard status, if in the Marina's sole judgment the vessel provides unsuitable habitation for the intended users.

15. Parking.

a. Owner will be issued a Marina parking decal for display on the left rear portion of his/her vehicle(s). Guest/temporary passes may be obtained from the Marina Office.

b. Owner shall inform Marina of his/her intention to leave a parked vehicle during Owner's absence from the Marina for more than 72 hours.

c. All motor vehicles and trailers parked in Marina lots must meet current State Motor Vehicle registration requirements, present a good appearance, and be in serviceable condition.

d. This Agreement confers no right to park motor homes, travel trailers, boats, water-sports equipment and boat trailers on Marina property. Marina may authorize temporary overnight parking of such possessions if space is available. Marina provides, on space-available basis, a storage facility for such possessions. The fee for storage is set by current City Ordinance.

e. City Ordinance prohibits anyone from sleeping in any vehicle or staying or camping overnight on Marina property other than aboard properly assigned vessels.

16. Payment.

a. Dockage fees, electrical and other service fees shall be paid in advanced. An open credit card account covering the anticipated total charge is acceptable. If payment in another form is not received when due, the open credit card may be used for payment of balances due, including payment for Marina gate keys not returned to Marina.

b. Payments due for dockage at the Annual rate, and for Agreements for tenancy of three months or more at the appropriate Monthly rate and charges for services, are to be paid in time to be received by Marina prior to the 6th of the month. A late fee of 10% of the current month's charge shall be assessed for payments received by the Marina on or after the 6th. The fee may be waived if payment is mailed and the envelope bears a final postmark prior to the 1st date of the month for which payment is due. The fee may be waived at the discretion of the Marina Manager.

c. Payments at the Weekly Rate shall be pro-rated only for days following the initial week of tenancy, which shall be at the weekly rate.

d. Payments at the Monthly Rate established for periods less than three calendar months shall be paid each thirty days in advance, with service charges, with charges calculated from the first until the last day of tenancy. Such payments shall be calculated on the basis of a 30-day month without regard to the calendar month. Additional days beyond the initial 30-day period shall be pro-rated at the same rate and shall be paid 30 days in advance. If tenancy extends beyond 90 days, further dockage payments will be at the rate established for periods of three calendar months or more. A late fee of 10% of the current month's charges shall be assessed for payments received by Marina on or after the 6th day following the date payment is due. The fee may be waived at the discretion of the Marina Manager.

e. Payment at the Monthly Rate established for periods of three or five calendar months or of six or more months shall be from the first day through the last night of a calendar month, payable one month in advanced with the prorated charges for any rental day preceding the initial complete calendar month. If an Agreement for a term in excess of three calendar months is terminated before the 90th day of occupancy, all dockage charges for the entire term of the Agreement shall be recomputed and payable at the appropriate rate for the lesser period.

f. Payments at the Annual Rate shall be from the first day through the last night of any consecutive twelve month period, payable either (1) a minimum of the first and last months' change in advance, together with the prorated charges, based on the Annual rate, for any rental days preceding the first day of the initial calendar month, and ten equal monthly dockage payments commencing on the first day of the second calendar month, or (2) totally in advance. Unless terminated by either party on 30-day advance written notice, the Annual Agreement will automatically be renewed for an additional one-year term and all ordinances, resolutions, rules and regulations in effect on the date of renewal shall govern during the renewed term. If the annual Agreement is terminated prior to completion of the initial 12-month term, dockage for the expired term of the agreement shall be recomputed and charged at the appropriate monthly rate as described in subparagraph 16d and 16e, above. The deposit ("last month's charges") may be applied against: (1) any deficiencies resulting from recomputation of charges upon premature termination; (2) any monthly charges and late fees due and owing to Marina, and (3) charges for the final month.

g. The dockage day starts at 6:00 a.m. Any vessel docked prior to 6:00 a.m. will be charged dockage for the previous night. Check out time shall be 12:00 noon. Any vessel occupying a berth after 12:00 noon will be charged the service fees for that night.

h. As an additional remedy for enforcement of rents, Owner hereby authorizes Marina to sell the vessel at a non-judicial sale in the event of non-payment of rent and service fees in accordance with the provisions of Section 328.17, Florida Statutes.

17. Short Form Slip/Space. Rental Agreement. Owner and Marina have signed a Short Form Slip/Space Rental Agreement acknowledging acceptance of and intent to adhere to the terms of this Master Slip/Space Rental Agreement and Exhibit "A" (Rules and Regulations) hereto. Copies of these documents have been delivered to Owner.

18. Storage on docks. Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct thereon any locker, chest cabinets or similar structures. Boarding steps approved by Marina may be placed on the leased finger pier adjacent to Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Owner or Owner's contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock boxes. Such containers may be placed on docks only for the purpose of transferring them immediately between the vessel and the shore or another craft.

19. Termination. Marina reserves the right to terminate any agreement for berthing facilities.

20. Utilities and related services. Owner will contract only with Marina for pier-side services including but not limited to electricity, cable television and water. Owner may use his/her own satellite dish, so long as it is mounted on Owner's vessel.

a. Electric service.

(1) Payment for service. Owner will be billed, and will pay in advance, for electricity at the rate established by Ordinance for the power Owner requests. If Owner's vessel is found at any time to be connected to Marina's electric service for which he/she has not paid in advance at the appropriate rate, Owner will be charged in arrears for the entire month at the next billing. If actual service hook-up is noted to be at a higher-than-contracted amperage/voltage rate, at anytime during the month (e.g. 50 amp/208 volt service hook-up vs. 30/110 contracted), the higher rate will be charged for the entire current month and for subsequent months so long as the hook-up to the higher service continues. Such charges at the higher rate will be the monthly charge, not pro-rated.

(2) UL-approved cords required. Owner will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. The Marina will remove any unauthorized or unserviceable power cords, and Marina will not be responsible for any consequences of such removal. Plugs must have integral weather proof covers in serviceable condition.

(3) Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges; or the results or damage there from.

b. Cable TV. Owner will be charge in advance for Cable TV service, if such service is requested, at the established rate for Daily, Weekly, Monthly or Weekend service. If Owner's vessel is found to be connected to cable at any time during a month for which Owner has not paid in advance for cable service, Owner will be charged in arrears for the entire month at the next billing.

c. Water. Marina provides access to fresh water at no charge, but prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the vessel.

(1) Owner will be charged a fee of \$25 per occurrence if found to be using fresh water supplied by Marina to cool air-conditioners or other equipment. Marina may disconnect hoses used in violation of this paragraph and will not be responsible for any consequences of such action.

(2) Owner agrees to disconnect all water hoses when he/she will be absent from the boat. Marina may disconnect Owner's water hose at the dock in Owner's absence and Marina will not be responsible for any consequences of such action.

(3) Owner agrees to use a shut-off nozzle to conserve water when washing his/her vessel.

(4) Water siphons will not be used except in an emergency.

d. Vessel air conditioners and heaters should be set at a reasonable temperature to help conserve energy. Unattended vessels with a/c and heaters left running are susceptible to damage should the water intake line become blocked. This could lead to extensive damage to the heating and cooling equipment, and to the vessel.

21. Vessel operations. Owner or his/her representative remains responsible for the operation and berthing of his/her vessel within the approach channel and waters of Halifax Harbor Marina. When Owner's vessel enters Halifax Harbor Marina, it immediately comes under the jurisdiction of Marina and shall be berthed only where ordered. Vessels entering or leaving Halifax Harbor under emergency shall be reported immediately by Owner to the Marina using VHF Channel 16 or best means available.

a. Except in an emergency, when entering or leaving the South Basin, Owner's vessel must be under power only, not under sail, or combined sail and power, and operated at speeds consistent with a designated "Manatee Zone."

b. Owner agrees to operate his vessel in waters of Halifax Harbor Marina without creating a disturbing wake. Owner creating a disturbing wake is responsible for resulting injury to people and damage to other boats and Marina's docks and facilities.

c. Owner agrees to stop all engines, including generators while fueling at the Halifax Harbor Marina fuel dock. Vessel fueling is limited to the Marina's fuel facility.

d. Owner shall secure his vessel to its berth in a manner acceptable to Marina.

e. Small craft belonging to Owner's vessel and normally capable of stowage aboard are considered tenders or skiffs and shall be stored on board larger vessels when possible and in any event shall be secured within the leased space of the assigned slip, but not on the dock or finger pier. Such craft are not considered the "Vessel" for which Marina provides a slip under this agreement.

f. Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness and in good working order. Electrical bilge pumps operated by power from Marina must also be connected to a charged and functional DC storage battery system to provide emergency power in case of shore-power failure. Marina is not responsible for damaged or loss resulting from power failure.

22. Waste Disposal.

a. Trash and garbage. Owner will ensure that all trash and garbage is placed into receptacles provided.

b. Septic wastes. Owner agrees to comply with all Federal, State and local regulations relating to sewage disposal.

c. Other contaminants. The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.

(1) The discharge into the Marina waters of oil or other petroleum products and hazardous materials of any sort is strictly prohibited. Owner agrees not to discharge any amount of such contaminant's in any form, including contaminated bilge water. Owner further agrees to notify Marina of any suspected discharge emanating from his/her vessel and take immediate action to stop and eliminate such discharge.

(2) Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following such discharge, will be billed to owner if Owner's vessel or action caused or may cause contamination of Marina waters or the waters of the State beyond the confines of the Marina.

(3) Four oil recycling containers are provided by the Marina for oil, including diesel fuel, and oil filters. Gasoline may not be placed in the recycling container. Owner is responsible for proper disposal of gasoline or gasoline contaminated bilge water and other hazardous materials, and agrees not to place them in the Marina trash containers or oil recycling containers. Marina will maintain and make available to Owner, upon request, a list of licensed and/or certified contractors who can assist Owner in proper disposal.

23. Violations. Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Owner, his/her crew, agents or guest(s) that might annoy or injure other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of any lease agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for termination of any lease agreement immediately and cause exclusion of Owner and his/her vessel from the Marina.

24. Other conditions. (To be filled in as necessary).