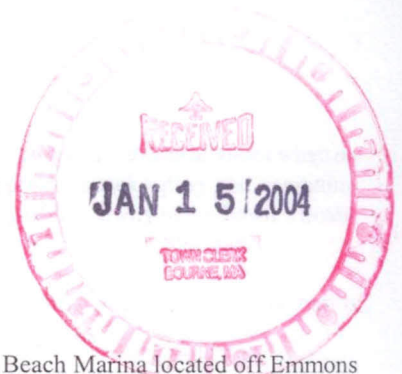


**REGULATIONS OF THE TOWN OF BOURNE
RELATING TO THE MONUMENT BEACH,
POCASSET RIVER, AND
TAYLOR'S POINT MARINAS**



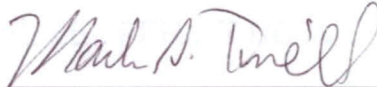
- 1.0 The word "Marina" is used herein to indicate the Town of Bourne Monument Beach Marina located off Emmons Road at Phinney's Harbor, the Pocasset River Marina located at Pocasset River at Tahanto and Shore Roads, and the Taylor's Point Marina located off Academy Drive at Cohasset Narrows.
- 1.1 The word "Tenant" is used here to indicate the owner (or authorized representative) of any boat moored at a Town of Bourne Marina.
- 1.2 The word "Town" as used herein shall mean the Town of Bourne, Massachusetts, a municipal corporation, acting by and through the Town Administrator, its Board of Selectmen and their duly appointed employees of the Department of Natural Resources.
- 1.3 The word "Domicile" as used herein shall mean the occupancy of a boat or vessel moored at the Marina between the hours of 12 midnight and 6 a.m. for sleeping or housekeeping purposes.
- 1.4 "Contractor/Vendor" is any person other than the boat owner and his/her immediate family that provides maintenance on a vessel while berthed at the Marina.
- 2.0 In addition to any regulations set herein, all Federal, State and Town Waterway Rules and Regulations apply and shall be adhered to. (See section 27.)
- 3.0 The maximum permitted vessel length of vessels at the Monument Beach Marina slips shall be forty (40) feet, at the Pocasset River Marina slips shall be thirty-six (36) feet, and at the Taylor's Point Marina slips shall be forty-five (45) feet.
 - 3.1 Each slip is rented to the Tenant for a specific boat noted on the registration form filed with the Town.
 - 3.2 If the Tenant sells such boat, Tenant may substitute another boat owned by him for the duration of the tenancy, provided, Tenant forthwith notifies Town and pays additional slip rental fee for a larger boat. The Town will not refund any rental fee paid if a smaller boat is substituted.
4. The Tenant agrees to have his boat insured by complete marine coverage including liability in the minimum amount of \$300,000.00 per occurrence, and shall furnish the town with copy of said policy (ies). Each Tenant will be responsible for damage he may cause to any person and/or to another boat in the Marina or to the structures or facilities thereof.
5. When a boat enters a Town of Bourne Marina and surrounding waters, it is immediately comes under jurisdiction of the Town and shall be berthed only where directed.
6. When a Tenant expects to have his boat out of a slip or off a mooring for 24 hours or more, he shall so notify the Marina. The Town may then rent the slip/mooring on a transient basis during this period. No subleasing of slips/moorings or transfers of boats by the Tenant will be allowed. If a Tenant unexpectedly leaves his slip or mooring for 24 hours or more, he must make every effort to notify the Marina as soon as soon as possible; both for safety concerns and transient purposes.
7. All boats shall be secured in their berths in a manner acceptable to the Town.
8. The Town assumes no responsibility for safety of any vessel docked in the Marina and will not be liable for fire, theft or damage to said vessel, its equipment, or any property in or on said vessel, however arising. There are to be no fires or grills permitted on the docks or boats within the Marinas. The use of grills is permitted in designated areas near the head of the gangway; check with the Marina office.

9. Tenants (and guests for whom they are responsible) shall conduct themselves in a proper manner at all times when on property of the Marina or to the other tenants. This involves observance of good housekeeping and sanitation practices and the use of garbage receptacles. There shall be no scaling or cleaning of fish at any of the Town's floats, piers, docks or marinas. There shall be no fish parts disposed of in the water surrounding the Marinas.
10. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets so as not to create a nuisance or a disturbance.
11. Tenants shall not place supplies, materials, accessories, or debris on walkways, nor shall they construct, any lockers, chests, cabinets or similar structure, except with permission of the Town.
12. Tenants shall not hang laundry from boats, docks or finger piers.
13. Pets shall be leashed within the confines of the Marina area, floats and piers. Pets are not allowed on the town beaches. All State and Town by-laws, rules and regulations regarding licensing, restraint and removal of excrement shall be adhered to.
14. In the event of a severe storm or hurricane, the Tenant or his agent is solely responsible to take all emergency measures possible, and the Town does not assume any responsibility for said protection and/or damages to Tenant's boat or other property. Additionally, when deemed necessary the Town may order all boats removed from the marina and surrounding area, at the responsibility of the tenant and at no cost to the town.
15. No boat shall be used for the purpose of a domicile, except as follows:
The tenant shall notify the Marina prior to using his boat as a domicile and shall set forth the date(s) and time of the anticipated occupancy. The tenant shall make every effort to use Marina shore side facilities. If shore side facilities cannot be used, the boat must be equipped with a holding tank approved by the United States Coast Guard and the Town Pumpout Boat service must be used on a regular basis. The tenant shall allow the Marina reasonable access to his vessel for inspection purposes to ensure compliance with this regulation.
16. Bilge pumping is prohibited. Suction nozzles to automatic bilge pumps shall be installed in such a manner to as to insure that bilge waste at the extreme bottom of the hull interior is not pumped while at berth. Bilges shall be subject to inspection by the Town at any time. Disposable type absorbent bags in the bilges are recommended.
17. The speed limit for boats operating in Inner Phinney's Harbor is designated slow/no wake/headway speed. No boat berthed at the Marina shall be operated in excess of this speed limit in the harbor nor shall it be operated so as to cause excessive wake. Such operation shall be cause for termination of the lease.
18. All boats must be removed from the Marinas of the Town by November 1st each year, or an additional fee of \$25.00 per day will be charged.
19. No refunds on deposits or slip rentals.
20. The Marina must approve fish cars, live wells, and lobster traps or any other objects in the water in advance. Such objects must be clearly labeled with the owner's name and slip/mooring number and comply with any other State/Town laws.
21. All parking is by permit only. Two parking permits per slip will be issued to the slip tenant and temporary parking permits for guests are available at the Marina Offices. All tenants and guest shall observe parking lot rules and signage to avoid being ticketed or towed at the tenant's expense.
22. The Town recognizes that the appearance of the boats in the Marinas can enhance your experience. The tenant's boat must be kept in such condition as to reflect favorably on the appearance standards maintained by the Marina. The boat deck needs to be kept free of debris, bottles, papers, trash or unsightly materials at all times.
23. Outside Contractors or Vendors are permitted to work in the Marinas with permission of the Marina management. Permission to work on boats in the Marinas is subject to certain conditions, regulations, insurance requirements and administrative surcharges, established by the Marina to protect the Marina and its customers. These terms, which include checking in and out with the Marina Office on a daily basis, are available at the Marina office and should be

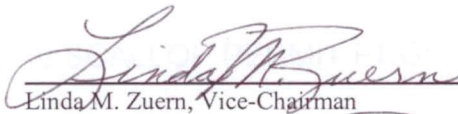
consulted by boat owners prior to scheduling such work. Insurance is required in the amount equal to twice the value of the vessel being worked on, together with its contents, and liability insurance coverage no less than \$1,000,000.00, before being allowed access to the Marina. Any contractor/vendor not complying with these conditions will be required to leave the premises immediately.

24. Customers, contractors, vendors, may work on boats between the hours of 8:00 AM and 8:00 PM. Prior approval of the Marina management is required to work on boats from 8:00PM to 8:00AM. Work performed on boats at the slip will only be permitted if it does not: (a) interfere with other boater's peaceful enjoyment of their boat and slip; (b) create an unsightly or dangerous condition; (c) creation of a condition that will discharge any pollutant into the water or onto the surrounding boats or docks; and (d) produce an open flame or arc. For repairs that are more extensive and maintenance, which include power sanding, major painting or scraping, arrangements must be made to remove the boat from the Marina.
25. Fueling of vessels is only to be done at the fuel dock. No refueling of vessels is to take place in the berthing area.
26. All shoreline, adapters, and dockside male plugs must be equipped with acceptable ground weather proofing in accordance with Article 555, the National Code. Proof of compliance rests with the boat owner. In 220v/50a systems, the neutral leg does not constitute a ground. The use of electric extensions is at the sole risk of the user and the Marina shall be exempt from any and all liability for damages or injury to any person or property caused by or as a result of the use of electrical appliances.
27. Note: Any infraction of the above rules and regulations of the Marina or any Federal, State or Town Waterway Rules and Regulations by the Tenant shall, at the option of the Town, cancel this contract upon 10 days notice, and the Tenant shall forthwith upon receipt of such notice remove his boat, with no refund given by the Town of Bourne.

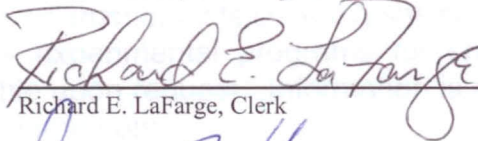
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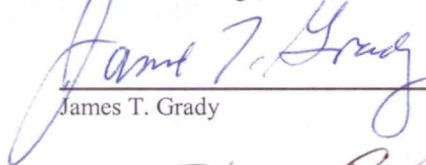
Mark A. Tirrell, Chairman



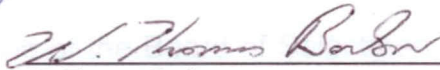
Linda M. Zuern, Vice-Chairman



Richard E. LaFarge, Clerk



James T. Grady



W. Thomas Barlow

Dated: January 6, 2004

