PLACIDA HARBOUR CLUB, INC., BOAT BASIN, AND ISLAND PIER
RULES AND REGULATIONS

Placida Harbour Club Boat Basin Mission Statement

"The mission of the Placida Harbour Club Basin and Island Pier is to serve as a secure, well-managed, and environmentally conscious facility that supports and enhances the recreational boating experience of our community members. We are committed to ensuring equitable access for all qualified members, upholding the highest standards of safety, maintenance, and operational integrity. The Boat Basin shall be managed in alignment with the values of Placida Harbour Club, fostering responsible stewardship of our waterfront resources while promoting a vibrant and active boating environment for current and future generations."

Placida Harbour Club Boat Basin Committee

1. **LOCATION:** The dockage slips are in a protected basin adjacent to Placida Harbour Club Condominiums, 11000 Placida Road, Placida, FL 33946, with direct access from the Intracoastal Waterway just north of Marker 27. The Island Pier is located on Little Gasparilla Island which is only accessible by boat. The island property has 30 living units, 15 permanent slips and a ferry landing. 9200 Little Gasparilla Island, Section 22, Township 42 South, Range 20 East, in Placida, Charlotte County, Florida 33569.

   Geographic Position: Dock 61
   Latitude: 26.828964
   Longitude: -82.285452

2. **DESCRIPTION: The Boat Basin** consists of seventy (70) boat slips. Sixty (60) boat slips are situated on twenty-four feet by thirty-six inches (24' x 36") timber piers, start in the basin and going down the west seawall. Four (4) ADA compliant slips flank either side of the observation pier with twenty-four feet by five feet (24' x 5') timber piers. These 64 slips are available for lease to residents. In addition, three (3) transient dock slips on the South side of the basin can accommodate vessels and are reserved for Island and Pointe residents. One (1) floating dock on the Southwest side accommodates up to two (2) vessels and is designated for guest use with a four (4) hour time limit.

   At the rear of the basin, a designated ferry landing provides embarkation and debarkation to and from the Island Pier. Adjacent to the ferry landing, a kayak launch offers convenient access to the basin. North and South attenuators located near the basin entrance, are available for loading and unloading only.

   All docks are constructed with pressure-treated piles and composite decking and are equipped with dock boxes, hose holders, freshwater spigots, fire extinguisher, and 110-volt outlets.

GOVERNANCE

The Placida Harbour Club Basin is governed by the Placida Harbour Club, Inc. Board of Directors, the Florida Department of Environmental Protection (FLDEP), the U.S. Army Corps of Engineers (ACOE) and Charlotte County Aquatic Preserve. The Island Pier is additionally subject to regulation under a Subaqueous Lease with the State of Florida. All activities, use, and improvements within these areas must comply with the applicable governing authorities.

3. **DESCRIPTION: The Island Pier** consists of fourteen (14) slips including three ADA compliant slips. The pier is five hundred ninety-two feet (592') long and stretches four hundred and seventy-two feet (472') from mean high water. The main access pier is five feet (5') wide with timber and synthetic handrails. Eleven slips situated on twenty-four-foot by three-foot (24' x 3') timber piers are split five (5) on the north and six (6) on the south side of the pier. Three (3) ADA compliant slips on twenty-four-foot by five-foot (24' x 5') timber piers are oriented one (1) on the north side and two (2) on the south side of the main pier. All finger pier slips are first-come-first-serve basis. Slips 6 & 7 are reserved for Placida Point and Placida Mainland residents only. No other reserved finger pier slips.

   A twenty-four-foot by four-foot (4' X 24') gangway, connects a sixteen-foot by eight-foot (16' x8') aluminum floating dock. The dock is configured to accommodate three approaches for the ferry from the north, east, and south.

   GOVERNANCE
   The Placida Harbour Club Island Pier is governed by the Placida Harbour Club, Inc., Board of Directors, the Florida Department of Environmental Protection (FLDEP), the U.S. Army Corps of Engineers (ACOE) and Charlotte County Aquatic Preserve. The Island Pier is additionally subject to regulation under a Subaqueous Lease with the State of Florida. All activities, use, and improvements within these areas must comply with the applicable governing authorities.

4. **AGREEMENT:** Due to limited dock slip space, and varying member needs, docking slips are offered through an Annual Lease Agreement with an associated fee to ensure proper maintenance and upkeep. ADA slips may be leased with written acknowledgment that the Lessee may be relocated at the sole discretion of Placida Harbour Club to accommodate an ADA Lessee. Only Hydro Hoists or standalone vessels are permitted in ADA slips.

5. **RESERVATIONS:** Dock slip lease requests are accepted on a first-come, first-served basis. All requests must be submitted in writing to Placida Harbour Club Management Company and will be prioritized by date received.

6. **REVOCATION OR NON-RENEWAL**: If a lease is revoked for non-payment, not renewed, or voluntarily declined, the boat slip will be reallocated per the reservation policy. Leases will not be renewed unless all club obligations are current.

7. **MULTIPLE LEASES**: No Member may use, or lease more than one dockage slip without Board of Directors' permission during full occupancy.

8. **MAXIMUM SPACE:**
   Boat Basin: Vessels can be a maximum of 30 feet in overall length, including swim platform, bow sprit, and engines. Vessels exceeding this limit require approval from the Basin Committee.

   Island Pier: In accordance with our Submerged Land Lease with the State of Florida, vessels ***over 30 feet*** in total length, including swim platform, bow sprit, and engines are not permitted. No exceptions.

9. **INSURANCE REQUIREMENT: (ALL FLOATING VESSELS)**

All Lessees must maintain a minimum of $300,000 in liability coverage, including:

a. Combined single limit per accident
b. Bodily injury, property damage, and fuel spill liability
c. Minimum total coverage of $300,000

A copy of the insurance policy naming *Placida Harbour Club, Inc.* as ***Additional Insured*** must be submitted to the Management Company **before** the vessel is placed in the basin. **No exceptions.**

10. **DOCK LOCATION:** Boat Basin boundaries are shown on the site plan and marked on the docks. (See *Placida Harbour Club Management Plan*, Exhibit A: Marina Layout.)

11. **COMMERCIAL VESSEL**: Commercial vessels may not moor in the Basin or at the Island Pier without written approval from the Board of Directors. No overnight docking permitted.
This restriction does not apply to repairs or maintenance performed in the Basin or at the Island Pier on behalf of Placida Harbour Club, Inc., as part of routine maintenance or repairs.

12. **IMPROVEMENTS: No Member shall drill, screw, nail, into pilings or dock structures, install pulley systems, kayak lifting devices, cleats, handles, brackets or make any improvements to any part of the structure to include but not limited to dockage slip, boat basin, mooring piles, or common docking facilities without the prior written approval of the Board of Directors and a final inspection by a member of the Boat Basin Committee. If improvements are approved, the Lessee shall be solely responsible, at their expense, for restoring or replacing such improvements upon termination or discontinuance of the lease. If the Lessee fails to restore or replace the improvements within the time specified by the Board, Placida Harbour Club, Inc., may, at its sole discretion, perform the restoration or removal. All costs incurred by Placida Harbour Club, Inc.; shall become the sole responsibility of the Lessee.**

13. **BOAT LIFTS: (Floating / Conventional) (Basin Only)**
    - **a.** The only type of boat lifts presently approved for use in Placida Harbour Club at this time are lifts of the "floating" variety which excludes the "drive-on" type of lifts (See 13 (b)(1) for specifications of approved lifts). Diverse types of "boat lifts' may be submitted for approval to the Placida Harbour Club Boat Basin Committee for consideration and submission to the Board of Directors for final approval. A "Boat Lift Approval Form" is available at the Placida Harbour Club Management Office and on the Placida Harbour Club Website. The form must be filled out and returned to the Management Office to initiate the application for approval. Final approval must be received in writing from the Board of Directors before a lift may be placed in the basin.
    - **b.** Boat Lift Specifications – Any boat lift to be brought into the Placida Harbour Club Boat Basin must be compliant with the following criteria:
        1. Floating boat lifts should have two pontoons, black in color with a cradle suspended between them.
        2. A conventional boat lifts must be beamless to not obstruct the view of the waterway.
        3. The lift shall have a low profile and be as short as possible to support the boat.
        4. The floating lift may not extend more than two feet beyond the outward end of the slip: width shall be restricted to properly fit the assigned slip.
        5. All boat lifts shall be self-supporting by not performing any modifications to the existing dock or piles, whatsoever.

6. No electrical modifications are permitted; Extension cords are only permitted from the dock slip electrical outlet to the vessel.
7. SECURING LIFT: Utilization of a four-way-tie-up, with two spring lines, and six lines to securely moor the boat lift in a slip. All six lines should be ½ inch in diameter.
8. It will be the owners sole responsibility to secure lessee's boat and secure boat lift in the event of a Hurricane or other storms. This is NOT the Ferry Captains responsibility.

c. Canopies for the boat lifts or platforms are not allowed.

14. <u>WAVE RUNNERS:</u> (TERM: JET SKI) (Basin Only)

A **Wave Runner** is a trademarked name for a type of personal watercraft (PWC), known for its sit-down style and introduction as the world's first tandem-seat PWC. Unlike the term **"jet ski"** (a trademarked name for the PWC**), "Wave Runner"** specifically refers to a brand of personal watercraft, which are designed for stability and comfort, appealing to both casual riders and families.

Wave Runner Drive-ON docks floating platforms must be Black in color, capable of fitting into a designated slip. The floating dock must be free standing, and secured with ropes or self-anchoring system, No adding Anchor Attach Points to the existing dock piles or mooring piles. It will be the owners sole responsibility to secure the platform in the event of a Hurricane or other storms. This is NOT the Ferry Captains responsibility.

15. <u>CONVENTIONAL BOAT LIFTS:</u> (Basin Only)

Beamless 4-Post Low-Profile Boat Lifts provide a more discreet alternative to standard 4-post lift installations. The independent drive units are side-mounted directly to the pilings, eliminating the need for a top carrier beam. Two- and four-motor configurations are available from various manufacturers.

The Boat Basin Committee will provide requirements and the guidelines, prior to installation to ensure uniformity.

***16. <u>BOAT LIFT PERMITS</u>* (Basin Only)**

Any proposed installation of a residential boat lift within the Placida Harbour Club basin shall require full compliance with all applicable regulatory agencies, including but not limited to Charlotte County, the Florida Department of Environmental Protection (FLDEP), and the Army Corps of Engineers (ACOE). The Lessee shall be solely responsible for determining permit requirements, securing all necessary approvals, and bearing all associated costs. All permits, approvals, and supporting documentation must be submitted to Management **in advance** of any installation activity. No boat lift may be placed in the basin without prior written confirmation from Management that the required permits have been received and approved. Non-compliance with this policy shall constitute a violation of Boat Basin rules and may result in: Immediate removal of the unpermitted lift at the Lessee's sole expense. Suspension or revocation of slip rights. Additional enforcement actions as deemed necessary by the Board of Directors.

https://www.charlottecountyfl.gov/departments/community-development/building-construction/permits/residential-permits/residential-boatlift.stml

17. <u>REMOVAL OF ANY BOAT LIFT (conventional or floating or platform (</u>(Basin Only)

Upon the sale or transfer of a Lessee's Placida Harbour, Point, or Island property, the Lessee shall be responsible for the removal of any boat lift or platform, unless such lift or platform has been sold or

otherwise transferred to another Member with Board of Director prior approval.

If the lift or platform has not been sold or transferred at least **Five (5) days** prior to closing, the Lessee shall, at their sole cost and expense, either:

1. Remove the Lift or Platform from the basin; or
2. Surrender ownership of the Lift or Platform to Placida Harbour Club. Inc., at Clubs sole discretion.

Failure of the Lessee to comply with these requirements shall constitute authorization for Placida Harbour Club, Inc., at its sole discretion, to remove the Lift or Platform following closing. All costs and expenses incurred by Placida Harbour Club, Inc., in connection with such removal shall be at the sole obligation of the Lessee.

18. <u>RESERVED SLIP</u>: Slip #17 is reserved for Ferry Vessel use only. (FERRY VESSEL)

19. <u>USE RESTRICTIONS:</u>

a. No boat or motor repairs allowed in boat slips, common docks, basin, or island pier except routine, maintenance, or emergency repairs.
b. Boat fueling is approved for Basin Member leaseholders only in accordance with the Florida Department of Environmental Protection by utilizing small container transfer, not to exceed 5-gallon containers; Renters are NOT permitted to fuel at any dock slip or on Placida Basin premises.
c. All boats must have current registration, sticker, and meet Placida Harbour Club insurance requirements.
d. Boats may only dock in assigned boat slips. Temporary docking at communal areas requires Management approval and advance notice. The maximum stay is four (4) days unless extended. Extensions may be granted if space is available by contacting the Management Company in advance.
e. No davits or other lifting devices, whatsoever, are approved except floating boat lifts, conventional boat lifts, or drive on platforms, per Section 13.b(i), with written approval by Placida Board of Directors. All violations are enforced at lessee's sole expense, including legal fees and any required repairs or replacement.
f. Slips are for boats only; no live-aboard allowed.
g. Wave Runner, Kayak and Platform; Pending Board of Director Approval.
h. No discharge of gas, oil, chemicals, waste, or garbage into the basin or accumulation on boats, boat slips, or docks. No uses that increase insurance or hazard risk.
i. No structures, signs, or postings on boats, slips, or docks without Board approval.
j. No hanging laundry or unsightly items visible outside boats or slips.
k. Strict NO WAKE zone from outer channel marker throughout basin; violations may lead to penalties including loss of docking privileges.
l. All boat engine exhausts must be properly muffled; cutouts prohibited. No airboats allowed. Noise must not exceed 87 decibels.
m. Only one boat per boat slip at a time.
n. All watercraft and lifts shall be docked in a manner utilizing spring lines only to protect the dock; **pulley systems are prohibited.**
o. Dock gear must be stored in supplied dock boxes; no gear left on docks overnight. Keep leased dock areas safe and orderly.
p. Fish cleaning only at designated stations at basin entrances; No or fishing or fish cleaning on docks, dock box lids or observation dock.
q. Keep watercraft clean and free of bird droppings.
r. No feeding of birds near docks; fishing over docked boats is prohibited; fishing allowed from own

boat only.
s. No nuisance or illegal activities on docks or slips.
t. Boats and lifts must be seaworthy, functioning normally, and able to pass a marine survey at Board's discretion; failure to comply may result in loss of docking privileges and removal of boat or floating lift at leases expense.
u. Lessees may not Sublet dock slips.
v. Drive-ON docks are NOT permitted for boats. (Personal Watercraft Only)

20. WAITING LIST:
The Management Company will keep a chronological waiting list of members seeking boat slips.

21. SHORT TERM LEASES:
$75.00 Per Day / $450.00 week / $1,500.00 Mo.
Payment is due in advance by check payable to Placida Harbour Club, Inc.

22. STATE LAW:
All Boats, Paddle Boards, Kayaks, etc., are responsible and must follow all Florida State Laws
https://myfwc.com/boating/regulations/

23. SLIP ASSIGNMENT POLICY:
a. If a Boat Slip is desired, the Member will contact the Management Company requesting a Boat Slip application, once the questionnaire has been fulfilled with required information, proof of insurance naming Placida Basin Club, Inc., in accordance with 7 (a)(b)(c). The management Company will take your reservation and provide available options. The Member has three (3) business days after initial personal contact to accept or decline an available boat slip. Management will try to contact the next Member on the list and send written notice via email to their last known address. If no response or contact is made within five (five) business days, the slip will be offered to the next Member.
b. Lease fees cover the entire fiscal year. Lease continuation sets the surrender date as the new renewal date. The new lessee pays from the surrender date through June 30th. The original lessee will be reimbursed for the unused portion.
c. If a Member wishes to obtain or relocate to another slip in the basin but does not accept or fit into the slip offered, they will remain on the waiting list and retain their position until another slip becomes available
d. All non-club-owned boat slips incur a 40% of dock fees for maintenance and repair as their portion of any basin repairs.
e. Transient floating docks are available at the Main Clubhouse and North side of the basin, both are to be utilized for loading and unloading only.

24. DOCK BOXES / DOCK DECKING: (APPLIES TO BOAT BASIN AND ISLAND PIER)
Under no circumstances may the dock box or dock decking be used as a cutting board for cleaning fish.

25. FISH CLEANING: (APPLIES TO BOAT BASIN AND ISLAND PIER)
a. Dock boxes and dock decking shall **not** be used for cleaning or cutting fish under any

circumstances.

b. Fish cleaning is permitted **only** at the designated stations located at (TBD) and (TBD).

c. All fish cleaning stations must be thoroughly cleaned immediately after each use. **No exceptions.**

d. Failure to comply may result in suspension of Boat Basin or Island Pier privileges.

e. Disposal of fish carcass (TBD).

26. <u>MONOFILAMENT RECYCLING STATIONS: (APPLIES TO BOAT BASIN AND ISLAND PIER)</u>

1. Use Requirement: All residents, and guests, must properly dispose of fishing line and monofilament in the designated recycling stations located within the basin. (Locations TBD)

2. Prohibited Disposal: Fishing line, monofilament, or other plastics may not be discarded into the water, trash bins, dock boxes, or anywhere other than the designated recycling stations.

3. Environmental Protection: Improper disposal of fishing line poses a serious hazard to marine life, vessels, and equipment. Any violation will be considered a breach of Boat Basin rules.

4. Recycling stations will be monitored and emptied by Management company or designated volunteers. Any damaged or station should be reported immediately to the Management Company.

5. All Members and their guests are responsible for ensuring proper use of these stations. Violations may result in loss of basin privileges, or other enforcement action as determined by the Board of Directors.

27. <u>BOAT OPERATION AROUND KAYAKS / PADDLE BOARDS / CANOES</u>

1. Slow Speed Zones: All vessels must operate at a no-wake or slow speed within 50 feet of kayaks, paddleboards, or other small craft.

2. Maintain Distance: Keep a minimum of 25–50 feet distance from kayakers whenever possible. Avoid passing directly over or too close to them.

3. Kayaks and non-motorized vessels always have the right of way in narrow channels, launch areas, or congested parts of the basin.

4. Approach Carefully: Reduce speed, watch for sudden movements, and avoid creating wake that could destabilize kayaks.

5. Awareness and Communication: Always maintain a lookout, use horns, or Verbal signals if needed to alert kayakers of your presence, and never assume they can see or hear you.

6. Restricted Areas: Stay out of designated kayak launch zones or paddling lanes unless explicitly permitted for passing.

7. Safety First: All boat operators are responsible for avoiding collisions and respecting the safety of paddlers. Violations may result in warnings, or suspension of basin privileges.

8. All individuals using kayaks in the basin must wear a U.S. Coast Guard–approved life vest at all

times.

9. All vessel owners are required to maintain and use the safety equipment required by the USCG and State of Florida while operating in the basin or at the Island dock.

https://myfwc.com/boating/regulations/paddleboard/

10. Before launching a kayak or paddleboard into the basin, the operator must complete and sign a release form holding Placida Harbour Club, Inc. harmless. Release forms are available on the website or at the front office.

28. COMPLIANCE WITH RULES

All Rules and Regulations must be followed. Noncompliance may result in lease revocation by the Board of Directors. If revoked, the vessel must be removed within 30 days. Failure to do so allows Placida Harbour Club, Inc. to relocate the vessel at the Lessee's sole expense.

29. ENFORCEMENT AND REMEDIES

1. The Board of Directors of Placida Harbour Club, Inc. (the "Board") shall have sole and absolute authority to interpret and enforce the Rules.

2. Any violation of the Rules, as determined by the Board in its sole discretion, may result in sanctions including, but not limited to: (a) written warning(s); (b) suspension of basin or Island Pier privileges; or (c) immediate revocation of the Basin Lease.

3. In the event of lease revocation, Lessee shall remove their vessel from the basin within thirty (30) days of written notice. Failure to do so shall constitute authorization for Placida Harbour Club, Inc. to remove, tow, or relocate the vessel at the Lessee's sole cost, expense, and risk, without any liability whatsoever to Placida Harbour Club, Inc.

4. The Lessee hereby covenants and agrees to indemnify, defend, and hold harmless Placida Harbour Club, Inc., together with its officers, directors, agents, representatives, and employees, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising directly or indirectly out of or in connection with the Lessee's use or occupancy of the slip, vessel, or any related facilities.

5. In addition to the remedies set forth in these Rules and Regulations, in the event of a violation of these Rules and Regulations, the Club shall have all remedies available at law and in equity including, without limitation, an action at law for damages and an action in equity for injunctive relief. The Club shall also have such remedies which are afforded, and which are set forth and authorized pursuant to Section 720.305 of the Florida Statutes, as that section may be amended. These remedies include the levy of reasonable fines, the suspension of the rights of a member or of a member's tenant, guest or invitee to use common areas and facilities, and a suspension of voting rights. A member, lessee of a slip, and a tenant, guest or lessee of a member shall also be liable for reasonable attorney fees incurred by the Club in the enforcement of these Rules and Regulations. A unit owner or member shall be jointly and severally liable for damages and attorneys' fees incurred by

the Club as a result of their tenants', guest's, or invitee's violation of any provisions of these and other Rules and Regulations

30. GOVERNING LAW AND DISPUTE RESOLUTION

a. GOVERNING LAW

This Agreement, together with the Rules and Regulations of the Association, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflict of law principles.

b. ARBITRATION REQUIREMENT

Any dispute, claim, or controversy arising out of or relating to the interpretation, enforcement, performance, or breach of this Agreement, or the Association's governing documents, including but not limited to the Declaration, Bylaws, or Rules and Regulations, shall be submitted to **binding arbitration** in accordance with the **Florida Arbitration Code (Chapter 682, Florida Statutes)**, or where applicable, through the **Florida Department of Business and Professional Regulation (DBPR)**.

c. LOCATION AND ADMINISTRATION

Arbitration shall be conducted in **Charlotte County, Florida**, before a single neutral arbitrator mutually agreed upon by the parties, or if no agreement is reached, appointed in accordance with the arbitration rules. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. COSTS AND ATTORNEYS' FEES

Each party shall bear its own attorneys' fees and costs, except as may otherwise be awarded by the arbitrator or as provided by Florida law.

e. TEMPORARY OR INJUNCTIVE RELIEF

Notwithstanding the foregoing, the Association or any party may seek **temporary, injunctive, or emergency relief** in a court of competent jurisdiction within the State of Florida to preserve rights or prevent irreparable harm pending the outcome of arbitration.

f. INTENT AND APPLICATION

This Section is intended to ensure the prompt, fair, and cost-effective resolution of disputes arising from marina leases, boat slip agreements, or the Association's governing documents, and shall apply equally to Owners, Tenants, and the Association.

31. RESIDENT BOAT DECAL SYSTEM (in work)

1. Purpose

The Decal System is implemented to:

- Clearly identify boats authorized to use the docks.
- Ensure proper dock assignment compliance.
- Assist in enforcing slip usage, safety, and security.

2. Eligibility

- Decals are issued only to boats registered to Placida Harbour Club residents in good standing.
- Each resident may receive one decal per assigned slip, unless otherwise approved by the Management Company.

3. Decal Design

- Decals will be durable, weather-resistant, and numbered.
- Each decal will display:
- The year of issuance (e.g., 2025/2026).
- A unique identification number corresponding to the assigned slip.
- Color coding to distinguish between residents, or transient vessels.

4. Placement

- Decals must be affixed to the port (left) side of the boat's in a visible location.
- Failure to properly display the decal may result in a warning or denial of dock privileges and towing at owners expense.

5. Issuance Procedure

- Residents must submit:
- Proof of boat ownership (registration).
- Proof of Insurance meeting Placida Harbour Club, Inc., requirements.
- Proof of residency within Placida Harbour Club.
- Completed Decal Request Form.
- Decals will be issued annually or upon transfer of slip assignment.
- Replacement decals due to loss, theft, or damage may incur a nominal replacement fee.

6. Enforcement

- Only boats displaying valid decals may occupy assigned slips.
- Unauthorized boats or boats without decals are subject to:
- Warning notice
- Relocation to transient slips (if available).
- Removal at the owner's expense for repeated violations.

7. Recordkeeping

- The Management Company will maintain a Decal Log, recording:
- Boat owner's name and contact information.
- Boat description (length, make, color, registration).
- Assigned slip number.
- Decal number and expiration date.

8. Expiration and Renewal

- Decals expire on December 31 of each year.
- Residents must renew annually to maintain dock privileges.
- Expired decals must be removed from the boat.

9. Compliance

- All residents are responsible for ensuring their boats display the correct, current decal.
- Failure to comply may result in suspension of dock privileges, fines, or other enforcement measures outlined in the Placida Harbour Club, Inc., Boat Basin, and island Pier Rules and Regulations Rules and Marina Basin Lease Agreement.

PLACIDA HARBOUR CLUB, INC., FERRY BOAT RULES AND REGULATIONS

These Ferry Boat Rules and Regulations ("Rules") are adopted by Placida Harbour Club, Inc. ("PLACIDA HARBOUR CLUB") for the safe and efficient operation of the ferry boat service between the PLACIDA HARBOUR CLUB mainland and the Island Pier. All Members, lessees, guests, contractors, and invitees using the ferry service are subject to these Rules.

DEFINITIONS (per Placida Harbour Club rules)

1. ***Temporary Members**:* A Temporary Member is a person of persons renting property for one month or more in one of the Club's constituent communities.
2. ***Short-Term Renters*** are those renting for less than one month in associations where permitted.

ELIGIBILITY AND USE:

1. Ferry service is provided exclusively for Placida Harbour Club Members, (including Temporary Members) and their families, short-term renters, invited guests, and approved vendors/contractors. Consistent with the rules for all Placida Harbour Club amenities, the ferry is not to be used by owner at the time their unit is being rented.

2. Commercial use of the ferry is strictly prohibited. Vendor/contractor supplies must be able to be stored under seats, all aisles always remain clear. Any vendor/contractor supplies or tools unable to be stored under seat is required to utilize outside services to transport to and from the island.

3. All users must always comply with crew instructions. The Captain has full authority over the vessel and passenger safety.

4. Non-compliance with these rules or verbal abuse towards Captain or crew, will result in denial of ferry access by order of the Placida Harbour Club, Inc., and the Ferry Captain.

SCHEDULE AND BOARDING:

1. The ferry will operate according to the schedule published by Placida Harbour Club, schedule changes may occur due to weather, mechanical, or safety reasons. The ferry schedule may also change periodically throughout the year based on demand.

2. Boarding will be on a first-come, first-served basis. Passengers must be present at the landing at least five (5) minutes before departure.

3. The ferry shall not be held beyond scheduled departure times for late passengers. Any unscheduled runs will be charged Ninety ($90.00 U.S. Dollars), per trip.

4. Boarding and Disembarking the ferry requires strength, agility, and good eyesight. Individuals with physical limitations must be accompanied by a capable adult to assist them on and off the ferry.

ACCESIBILITY AND PERSONS WITH DISABILITIES:

1. Placida Harbour Club will make reasonable efforts to accommodate persons with disabilities, consistent with U.S. Coast Guard and ADA requirements.

2. Wheelchairs (locking), walkers, canes, and other mobility aids are permitted on board. The Captain may require positioning for balance and safety. Passenger impacted under this section must always wear a Personal Flotation Device (PFD).

3. Service animals, as defined under the Americans with Disabilities Act, are permitted. Emotional support animals are permitted at the Captain's discretion.

SAFETY REQUIREMENTS:

1. U.S. Coast Guard regulations apply at all times

2. Passengers must remain seated during transit unless otherwise instructed by the Captain. The Captain may assign seats to ensure proper balance of the ferry.

3. Children under 14 years of age must be accompanied by an adult while on the ferry. Consistent with Placida Harbour Club rules for all amenities.

4. Child-Size life preserver shall be carried for each person weighing less than Ninety (90) pounds. Children under nine (9) must always wear a U.S. Coast Guard–Type I approved floatation life vest which shall be worn while on-board the ferry. If an Infant is unable to wear a Personal Flotation Devise (PFD), the parent or guardian must wear a PFD at all times while on the ferry.

5. No standing, leaning, or sitting on rails is permitted.

6. The Captain may refuse boarding or remove any person whose behavior endangers safety.

CARGO, LUGGAGE AND TRANSPORT:

1. Personal items, groceries, foldable carts, and small luggage are permitted within reasonable limits and must be able to be stored under seats. All aisles must always remain clear.

2. Construction materials, fuel, hazardous substances, garbage, or oversized items may only be transported by out-side vendor.

3. Paddle Boards, Surf Boards, Bicycles, or kayaks are not permitted on the ferry Boat for safety reasons.

4. The Captain has discretion to limit cargo for safety reasons.

CONDUCT AND PROHIBITED ITEMS:

1. Smoking, vaping, or use of open flames is prohibited on the ferry and at landings.

2. Alcohol consumption and disorderly conduct are prohibited.

3. All pets must always be on a leash or contained, under control and remain off passenger seats. (Reason: This requirement is in place to ensure the safety of all passengers, maintain cleanliness of shared seating, and provide courtesy to fellow residents and guests.)

4. Firearms, fireworks, and hazardous materials are strictly prohibited.

CONRACTORS AND VENDORS:

1. Vendors and contractors must be approved by Placida Harbour Club Management in advance of ferry use.

2. Contractors must transport oversized tools and materials utilizing out-side vendor. Not permitted on Placida Harbour Club Ferry.

3. Contractors are prohibited from leaving equipment or debris on ferry landings.

ENFORCEMENT:

1. Violations of these Rules may result in written warnings, suspension of ferry privileges, or other action as determined by the Placida Harbour Club Board of Directors.

2. The Captain and crew have authority to deny boarding to any passenger in violation of these Rules.

3. Members are responsible for ensuring their family members, guests, invitees, and contractors comply with these Rules.

FERRY SCHEDULE: Ferry Captain (941) 662-1218

Placida Harbour Club – Ferry Schedule (TBD)

Day(s)	Departure from Placida Harbour	Return from Island Pier

We will define a schedule and include it in this document. Once the new ferry is operational, we will conduct a 90-day evaluation to determine the actual operating costs. After that, the schedule will be reviewed and updated as needed.

SHORT-TERM RENTERS AND TEMPORARY MEMBERS AT PLACIDA BEACH:

Rentals of less than 30 days at Placida Beach are considered "Short Term" renters consistent with Placida Harbour Club By-laws; "Temporary Members" are those renting longer than 30 days. The unit owner must register their guest with the Management Office at the time of reservation. Registered Short Term Renters and Temporary Members will receive a copy of the Rules and Regulations, the Fery Schedule, and all restrictions.

If a Short-Term Renter or Temporary Member at Placida Beach intends to use their own boat at the Island Pier, the following rates apply.

$75.00 Per Day / $450.00 week / $1,500.00 Mo.

Slip rentals on the Island Pier by Short-term Renters are only permitted May 15 - November 30 and must be pre-arranged with the Grande Property Services office well in advance of arrival.
Designated temporary dock slips in the Marina Basin are available for loading and unloading only. Docking of private boats used by Short-Term: Renters or their guests is not permitted at the main Placida Marina Basin.

It is the sole responsibility of the Placida Harbour Club member renting their unit to ensure compliance with the Insurance Policy requirements in Section 9, without exception. Collection of dock slip rental-related funds is also the responsibility of the Placida Club member, payable to Placida Harbour Club, Inc.

ISLAND PIER – SHORT-TERM DOCKING GUIDELINES

To make sure everyone can enjoy the Island Pier safely and fairly, we have a few important guidelines:

- **Temporary Use Only:** The pier is for short-term docking. Long-term or permanent parking of boats is not allowed due to limited space.
- **Maximum Stay:** Boats may only remain docked overnight while the boat owner is occupying their Placida Harbour Beach condominium.
- **Members, Renters and Guests:** Only authorized members, guests or renters may use the pier, and all vessels must meet insurance and registration requirements.
- **Peak Times & Holidays:** During busy periods, priority is given to ferry operations, members and beach resident access.
- **Fair Access:** Management will monitor usage to ensure everyone has a chance to use the pier safely. Vessels in violation may be asked to relocate, and repeated violations could result in suspension of privileges.

Why This Matters: With limited dock space, these rules help ensure all members, residents and guests can enjoy the Island Pier, keep the area safe, and avoid overcrowding.

IMNDEMNIFICATION:

All passengers use the ferry at their own risk. Placida Harbour Club members, "Short Term" members, lessees, and their guests agree to indemnify and hold harmless Placida Harbour Club, its officers, directors, agents, employees, and contractors from all claims, damages, or liabilities arising out of the use of the ferry service.

⚓ **Acknowledgment**

Use of the ferry constitutes acceptance **of these Rules and Regulations.**

ACKNOWLEDGEMENT BY LESSEE

By signing below, the Lessee acknowledges that they have read, understand, and agree to all terms of this Agreement, including but not limited to SECTION 31 – GOVERNING LAW AND ARBITRATION, and agree to be bound by the provisions set forth therein.

The Lessee further acknowledges that they have had the opportunity to review this Agreement, ask questions, and obtain independent advice if desired, and that they enter into this Agreement voluntarily and with full knowledge of its legal effect.

LESSEE: _____
Name (Printed): _____
Date: _____

LESSOR / PLACIDA HARBOUR CLUB: _____
Name / Title: _____
Date: _____