

RIVER'S EDGE
MARINA RULES & REGULATIONS

These rules are intended to assist River's Edge Marina in providing a safe and enjoyable marina for owners and visitors. These rules constitute a part of each Lease Agreement and they may be amended from time to time. Lessee should refer to the Lease for further Terms and Conditions.

Lessee understands and agrees to abide by these rules and regulations, and acknowledges that failure to comply may result in termination of the Lease and Lessee's right to moor the boat at the marina, as well as any other penalties set forth herein. Additional copies of these rules and regulations are available at the marina office or at the marina store.

1. Compliance with Laws.

Lessee shall comply with all applicable rules, regulations and instructions of the U.S. Coast Guard, and all laws, ordinances, rules and regulations of any federal, state, city, local or other governmental agency with jurisdiction regarding the boat or docking in the marina. At all times that the vessel is moored at the marina, the vessel shall be used solely for pleasure and shall not be used in any commercial activity or chartering without written authorization of Lessor.

2. Gate Access to Parking Lot.

Access to the Marina parking lot is through a gate which requires the utilization of a code. Lessor shall apprise Lessee of the code by e-mail at the time Lessee is notified of the commencement of the Term/Season. Lessee shall take such efforts as are reasonably necessary to ensure that the gate code to the Marina parking lot is not published in any social media form or otherwise disclosed to any unauthorized person or persons. In the event the gate code changes during the Term/Season, Lessor shall notify Lessee of the same by e-mail.

3. Vehicle Parking.

Vehicle parking by Lessee shall only be in the designated parking lot for Marina patrons. In close proximity to the Marina parking lot are parking spaces for private residential condominium units. Under no circumstances shall Lessee or any of Lessee's invitees or guests park in any area other than the designated Marina parking lot. Any parking by Lessee or Lessee's invitees or guests in private parking utilized by and for the adjacent residential condominiums can and will result in the towing of any offending vehicle.

4. Parking Restrictions.

The Marina parking lot may only be utilized for motor vehicles. There are no boat launching facilities at the Marina except for emergency personnel and emergency vessels. Under no circumstances shall any boat trailer or any other trailer be parked, temporarily or otherwise, in

the designated Marina parking lot.

5. Marina Gate Access.

Access to the Marina itself, including the Slip, is through a separate gate with its own code. Lessee shall be advised of that code by e-mail when Lessor advises Lessee of the commencement of the Term/Season. Any changes in that gate code, necessitated by security reasons or otherwise, as determined in Lessor's sole discretion, shall be communicated to Lessee by e-mail. Lessee, both individually and for Lessee's invitees and guests, shall ensure that said gate code is not published by any form of social media or otherwise and that all reasonable efforts shall be made to keep the same private and secure for use only by Marina patrons and their respective invitees and guests.

6. Precautionary Conduct re: Avista Dam.

The Marina is located in close proximity to the Avista Dam on the downriver side of the Spokane River. Pursuant to Lessor's Submerged Lands Lease and Encroachment Permit from the Idaho Department of Lands ("IDL"), no use of the Marina may be had during emergency conditions or any period of time outside of the Term/Season. Lessor reserves the right to temporarily close access to the Marina when directed to do so by IDL or Avista. Lessee, individually and as to all invitees and guests, shall ensure that all use of Lessee's Boat shall be from the Marina and upriver, away from the Avista Dam and the barriers that demark the prohibited zone for marine traffic (upland from the Avista Dam). Lessee, individually and on behalf of all guests and invitees, agrees to indemnify, defend, and hold Lessor, together with Lessor's members, managers, employees, agents, and subcontractors, including but not limited to BMC Enterprises, Inc., d/b/a Tobler Marina, together with its officers, shareholders, employees, and agents, harmless from and all claims of any kind or nature, whatsoever, whether arising out of the negligence of Lessee or Lessee's invitees or guests, related to, directly or indirectly, the operations or facilities constituting the Avista Dam.

7. Boat Condition.

Only boats in good condition and under their own power shall be admitted within the marina. In the event of an emergency during the owner's absence, e.g. breakdown of the bilge pump, leak or bad lines, Lessor is authorized, but not obligated, to make necessary repairs which will be charged to Lessee. No shrink-wrapping may be placed on any boat in the Marina.

8. Lessee Responsible for His or Her Boat and Slip.

Lessee agrees to maintain and assume full responsibility for keeping mooring lines in full repair, to prevent excessive wear and tear on the fender material and to ensure that the boat is secured properly to its mooring space. Only one vessel may occupy a designated slip.

9. Personal Water Craft, Dinghies and Accessories.

The slip is for moorage of the registered boat only. Dinghies and other accessories must be stored aboard the boat or in designated storage areas. Jet skis and other personal Water craft are required to have their own moorage, and may not be tied to the back of the boat while the boat is in the slip.

10. Prohibition on Detailing of Water craft.

Given current Federal and State directives, there shall be no detailing or waxing of any Water craft allowed anywhere within the marina, whether by the Lessee or any third-parties engaged by or for Lessee. All Water craft detailing must take place off premises and upland of the River. Any Lessee who violates this Rule shall be responsible for the payment of any fines or penalties levied by any governmental agency.

11. Boat Garbage/Trash.

Boat garbage/trash shall be removed off-site by the Lessee or placed in garbage receptacles provided by the Lessor. Garbage cans, located near the marina dock gates, are intended for small incidental garbage only. Garbage disposal in restrooms is forbidden.

12. Dock Clutter.

Docks and fingers are to be kept free of clutter. No refrigerators, garbage cans, containers, barbeques, or similar items are permitted. Dock furniture, inflatable rafts, tubes, etc. must be stored aboard vessels when not in use. Nothing is permitted to be attached to the tarp frames. This includes clotheslines, flags, satellite dishes, and any decorative items.

13. Storage-Dock Boxes.

Supplies, accessories or gear of any kind shall not be stored on the docks, fingers or within the marina except in approved dock boxes. Lessor is authorized to enter the dock boxes in order to effect repairs thereon, or if, at the sole discretion of Lessor, such entry is necessary for the safety of the marina or vessels therein. Lessee is responsible for dock box cleanliness.

14. Attachments, Overhangs.

No portion of the vessel shall overhang the walkway at any time (e.g. bow sprit, plank, bow pulpit, swim step) nor extend into the waterway beyond the end of the slip without written authorization of Lessor. Modifications on docks and fingers are only allowed to be done by marina personnel. In order to reduce decay of docks, carpeting is prohibited on or around any slips. Satellite dishes may not be attached to any part of the dock system or canopy. They may only be attached to the boat.

15. Dock Lines.

ACKNOWLEDGED BY LESSEE: _____

Dock lines shall be maintained in a safe and non-chafed manner and be of adequate size for the vessel. All vessels shall be moored securely.

16. Barbecues.

No barbecues, grills, firepits, heaters, or other heating or cooking devices are allowed on the docks at any time. Barbecues or grills used on the boat shall be approved for marine use and meet the American Boat and Yacht Council Standards, including stainless steel construction, and only 16 oz. LPG gas cylinders.

17. Pets.

Animals and pets are not allowed in the marina unless on leash, and shall not be left unattended at any time while on the marina premises. Lessees are responsible for cleaning up after their pets. Lessees are responsible for guest's pets. Lessor may require that pets be removed from the marina premises for excessive barking, defecation or other activities which Lessor deems disruptive to the operation of the marina or use and enjoyment of other tenants or guests. Once a pet has been removed by the marina, it will not be allowed back for the remainder of the lease term. Pets are not allowed in the marina restrooms, and violation may lead to immediate termination of your lease. There is a maximum of two pets per leased slip at any time.

18. No Fishing.

Fishing within the marina is strictly prohibited as is cleaning fish on docks or any surrounding marina areas.

19. No Swimming.

Swimming, water skiing, scuba diving, floating on inflatable or other devices, and any similar activity is strictly prohibited within the marina. Lessee is notified that the marina facilities are the site of electrical transmission facilities and equipment, as well as submersible electrical improvements that service the marina and the adjacent Resort facilities. Agencies of the State of Idaho have Issued cautionary directives that such electrical facilities create a personal safety risk in the form of electric shock and potential drowning. Lessee shall be responsible for advising all of Lessee's allowed guests and invitees of this restriction. as a condition of the Lease, Lessee, both individually and on behalf of any of Lessee's guests and invitees, agrees to indemnify, defend, and hold the Lessor and it's agents harmless from any injury, damage, or claim arising from or by virtue of any violation of this rule.

20. Disposal of Waste.

Lessee shall not throw, discharge or deposit from any vessel or float any refuse, sewage, oily bilges or flammable liquid ("waste materials") into the water or on the marina. Any sanitation devices aboard vessels must be Coast Guard approved. Vessels with automatic bilge pumps shall

be maintained in a manner that will prevent waste materials from being pumped automatically into the water. All waste materials shall be deposited in the appropriate containers. Sanitation devices shall be emptied into pump out facilities provided by the Marina. Disposal of waste in marina toilets or lavatory facilities is prohibited.

21. Electrical Connections, Water Hoses.

In accordance with fire codes and regulations, all connections made to the marina electrical receptacles shall be the approved, weatherproof, three-wire grounded type. Wiring must be of sufficient amperage as required by the National Electrical Code. Undersized and inadequate cords will be disconnected by marina Personnel. Cords are not allowed to cross main walkways. Unattended water hoses must be turned off and stored.

22. Operation of Engines.

Except for entering or leaving slips, main engines, power generating equipment and other noise making machinery may not be operated between the hours of 5:00 PM and 9:00 AM. Engines may not be operated in gear while the boat is secured to the dock. Unnecessary operation of engines in slips will not be permitted. The speed limit within the marina is wakeless speed.

23. Fueling.

No fueling or transferring of fuel from the docks other than the fuel dock shall be permitted.

24. Parking.

No motor homes, campers, trailers, boat trailers or other oversized vehicles shall be parked in the designated marina parking lot without the written permission of Lessor, which may be withheld in Lessor's sole and absolute discretion.

25. Registration of Contractors.

Contractors or persons working on any vessel must register in the marina store prior to admittance to the docks. Lessee shall notify Lessor in advance that these people will be arriving at the marina. All contractors must produce insurance satisfactory to Lessor, which will include, at a minimum, proof of liability of not less than \$1,000,000.00, together with adding River's Edge Marina, LLC and BMC Enterprises, Inc. as additional insureds on said contractor's policy of insurance.

26. Construction and Repairs.

Only minor repairs and maintenance shall be performed while the boat is in the slip, and only if in compliance with the terms and conditions of the marina lease. Except in the case of an emergency, all maintenance and repairs must be done during regular business hours, not on weekends or holidays, and in a manner which is not disruptive to other marina tenants or guests.

27. Signs.

Advertising signs such as "For Sale," lease or charter shall not be displayed in the marina or on any boat unless authorized by Lessor in writing. The marina reserves the right to remove any such signs placed on the boat. Approved "For Sale" signs may be purchased at the marina store. No commercial ventures may be operated out of the marina without prior written consent.

28. Spotlights and Horns.

Spotlights, horns, sirens and hailers must be turned off while moored or entering the marina.

29. Children, Life Jackets.

Children under twelve (12) years of age are not permitted on the docks at any time without parents and/or responsible adults. Non-swimmers and toddlers must wear life jackets when on the docks and boat decks.

30. Skateboards, Rollerblades and Bicycles.

Skateboards, rollerblades, motorcycles and similar recreational wheeled devices are not permitted on docks or on walkways. Bicycles must be walked and stored in the designated area, not at the boat slips.

31. Security Gates.

Security gates are intended to be in the closed and locked position at all times. Security gates are not to be propped open for any purpose. If you invite guests to meet you at your boat, you must arrange a time to meet them at the security gate as they are not allowed entrance without your presence

32. Notice of Dangerous Conditions, Conduct.

Lessee must notify Lessor of any unsafe or hazardous conditions that come to Lessee's attention. Disorderly or indecorous conduct by any Lessee or Lessee's visitors that might cause harm to any other person or damage property or harm the reputation of the Marina is prohibited. Quiet time in the marina is between 10:00 PM and 9:00 AM.

33. Amendments.

These Rules and Regulations may be amended by Lessor at any time in Lessor's discretion. Lessor shall give written notice of any such amendments to Lessee by written notice (whether mail or e-mail) and by prominent publication of the notice on the Marina premises or on the Marina website or Facebook page.

For additional information or clarification on any of the rules and regulations outlined here, contact _____ at _____ .com or 208-_____.

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ACKNOWLEDGED BY LESSEE: _____

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