

Naval Air Station Key West Boca Chica Marina
Rules and Regulations
Boat Slip/Mooring Ball Rentals

1. Boat Slip Rentals – Generally. Boat slip rentals at Naval Air Station (NAS), Key West Boca Chica Marina are divided into two categories.

a. Transient Slips. Transient slips are rented on a day-to-day basis. A boater is permitted to reserve a transient slip for a specific period time (e.g. three days, a week, three weeks, etc.) not to exceed thirty (30) days. Boats may be permitted, however, to stay longer than thirty (30) days if there are no other reservations and the Marina Manager approves the extension. If an extension is granted, the boat owner may rent the transient slip until the extension expires, at which time the owner may have to vacate the slip due to a pending reservation or may be granted another extension. Reservations for transient slips can be made 12 months in advance by Active Duty Military, or 6 months in advance for all other eligible patrons.

b. Long-term Slips. Long-term slips may be available for boaters who wish to rent a slip longer than thirty days. All long-term slips are currently, and traditionally, full. Accordingly, long-term slips are assigned from a waiting list.

(1) Boaters wishing to place their application on the waiting list should contact the Marina Manager.

(a) If a boater declines a long-term slip or mooring assignment they will be moved to the back of the waiting list.

(b) If the boater declines a long term slip or mooring assignment three times they will be removed from the waiting list and may reapply after a three-month period.

(c) If a boater cannot be contacted after three attempts at the telephone number or email address provided on the waiting list application, the name will be removed from the waiting list.

(2) Persons applying for long-term marina space must provide proof of ownership of the boat in the form of a State registration or United States Coast Guard (USCG) documentation.

(3) Contracted Length of stay in a long-term slip is twelve months. The Contract can be renewed for an additional twelve months as long as the slip or mooring fees are paid in full and the boat owner has both provided an updated copy of the insurance certificate and met the 24-hour underway requirement as described herein.

(4) All boats docked at NAS Key West Boca Chica Marina must be seaworthy and must leave under their own power for a period of at least 24 hours each contract year. Accordingly, boater's assigned long-term slips must submit a float plan to the Dockmaster, verifying that the vessel left under its own power for a 24-hour period each contract year. Failure to comply with this requirement will result in the loss of the assigned slip. Float plans will be kept on file in the Marina office to track compliance with this requirement.

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(5) The maximum length of stay for any boat or patron in the marina is four years. At the end of a four-year stay, the boater must vacate the assigned slip/mooring ball, and at that time, they can request to be added to the waitlist for a slip/mooring ball in the future.

2. **Priority.** In accordance with CNIC Instruction 1710.3 and NASKW Instruction 1710.6, priorities for slip space in the Marina are as follows:

- 1 - Active Duty Military and Dependents
- 2 – Retirees, Reserve Component Members, or 100% DAV
- 3 – Purple Heart, POW, and 0-90% DAV
- 4 - DOD Authorized Patrons; or Contractors working onboard NAS Key West
- 8 - All other qualified patrons, or those granted special permission by the ICO (Installation Commanding Officer)

a. Active duty requesting a slip assignment will be placed on the Active Duty waiting list and given the next available slip that will accommodate their vessel.

b. In order to avoid misuse of Active Duty privileges and in the interest of maintaining fair procedures for slip assignment, Active Duty requesting a slip assignment for jointly owned vessels will be placed on the Active Duty waiting list and given the next available slip that will accommodate their vessel if they meet the following conditions:

(1) They must be the primary user of the vessel;

(2) Non Active Duty joint owners may not use the vessel without the physical presence of the Active Duty member in the Key West area; and

(3) Non Active Duty joint owners cannot live-aboard the vessel in the marina.

c. If unable to meet the above requirements, the vessel can be placed on the appropriate waiting list for slip assignment.

d. Active Duty status cannot be used to help a joint owner avoid the long term waiting list or to circumvent the regulations on availability, priority or eligibility.

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Boater Requirements for All Slip Rentals

3. **Insurance.** All vessels are required to maintain insurance as required in the marina agreement. \$100,000 bodily injury per person/ \$300,000 per incident/ \$50,000 property damage insurance coverage. Insurance must cover removal of wreckage. Boca Chica Marina must be named as other additional insured. All boat owners are required to supply current copies of their insurance coverage to the Marina Manager.
4. **Safety Equipment.** All vessels must be outfitted with USCG-required safety equipment of good and sound condition. The Marina Manager has the authority to request a USCG safety inspection or deny Marina space to any vessel not meeting these requirements.
5. **No Disabled Vessels.** At all times, boats must be capable of moving and manipulating under their own power. If any boat is disabled, the Marina Manager must be notified immediately.
6. **Prohibited Boat Types.** House boats, House barges, floating buildings and other floating houses are prohibited. Likewise, Ferro cement boats are not permitted in long term slips.
7. **Wooden Boats.** Owners of wooden boats are required to submit a recent survey, less than 3 years old, of the vessel to the Marina prior to entering into or extending a slip or mooring contract. In order to receive approval for slip or mooring assignment, the survey must show no serious structural damage or other defects that may present a danger to the environment or the Marina.

General Marina Rules for All Renters

8. **Regular Dwelling.** The use of a boat as a permanent residence is not permitted. Boat owners are allowed to live aboard their vessel during their contract, however the marina cannot be the permanent address or legal address for any boater. No mail or packages can be sent to a boater at the marina address, nor can the boater use the marina address on their driver's license or any other government issued or accepted identification card.
9. **Subletting.** Boat owners are not permitted to sublet their assigned space or rent their boat. Only assigned boats and eligible patrons may occupy slips in the Marina.
10. **Extended Absence.** Any boat leaving its rented slip at the Marina for a time period exceeding 7 calendar days must submit a float plan, including departure and return dates, to the Marina Manager. Anytime a boater vacates his/her rented slip for a period in excess of 7 days, the Marina reserves the right to rent to other boaters and collect rent on the vacant slip on a day-to-day basis until the original renter returns.
11. **Alterations to Marina Property.** Any alterations or additions to Marina property, including the individual slips are prohibited. This includes, but is not limited to, cleats, carpeting, rub-rails, and attaching fenders.

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12. Electrical Outlets. One 30 amp electrical outlet is provided for each slip on Pier B. Piers A, C, M, and S have one 30 amp and one 50 amp outlet for each slip. Each boat is entitled to use the outlets assigned to their specific slip only. No electric cords can be run over the docks to a different pedestal.

13. Electrical Cords. The Marina maintains the pedestal and electrical service to the slips' outlets. The boater is responsible for operation and maintenance of electrical cords and equipment beyond the outlet. Improperly installed adapters, corrosion on plugs, improperly attached cords and unapproved cords can cause fire or electrocution. All power cords must be manufactured marine power cords of the appropriate size. Homemade and spliced cords are not permitted. The Marina is not responsible for damage to a boat's electrical equipment or damage caused by the boat's faulty electrical equipment, including cords. All power cords and dock lines must be coiled on the boat, not on the dock. Power cords cannot be run across the finger piers. An under dock PVC chase is provided to run the power cord under the finger pier, if needed.

14. Securing Vessels. All vessels must be properly secured. An over-hang of no greater than 10% will be allowed for any boat along any finger pier.

15. Line Conditions. Boat owners are responsible for providing and maintaining dock and mooring lines. All lines must be tangle free and in good condition, and coiled on the boat.

16. Mooring Rules. All boats on moorings must be secured with at least two mooring lines of the proper size. Mooring lines must include thimbles, shackles, chaffing gear, mooring chain, and locking wire. This equipment must be frequently inspected by the boat owner.

17. Anchoring Limits. Anchoring is not permitted in the Marina basin or channel.

18. Dinghies Limits.

a. Dinghies are defined as a small open boat less than 12' in length designed for use as a tender or lifeboat. This does not include kayaks, paddleboards, Sunfish sail boats and other recreational watercraft.

b. Dinghies should be tied up in the designated dinghy dock area or stored onboard when not in use. **All dinghies must be pumped dry and maintained at all times.** Dinghies are not permitted to be stored on shore.

c. All dinghies must be identified with a marina issued decal displayed in a conspicuous manner. Dinghies are not allowed to be left on the dinghy dock while the patron is out of town for more than 7 days.

19. Marina Basic Rules. The Marina basin is a designated no wake area. Wakes from dinghies and powerboats must be closely monitored.

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20. Trash Disposal. All trash must be disposed of in the dumpster located in the corner of the Marina parking lot or by the pier head. Boaters are not permitted to use the garbage cans on the beach, by the restaurant or laundry for their boat trash. Waste is not permitted in any other Marina area, including outside the dumpster, under the tiki huts, in the laundry room, or any other location other than the identified dumpster. There is no “free table”, i.e., a boater cannot leave things he or she want to give away on a table so others can see it. Rather boaters are directed to go to a thrift store or throw the property away.

21. Guests. All guests brought to the Marina must be accompanied by a sponsor. Any person found on the property without a sponsor will be removed for trespassing.

22. Function Rules. Boaters are permitted to host functions. After any function, however, the area must be cleaned, the trash must be emptied, and any food, dishes, cooking equipment or decorations must be removed. If the function is hosted at the Navigator Bar, patio, or shade screen area, and food is involved, the food must be catered by the current contractor at The Navigator or the event must be during hours that the current kitchen contractor is closed. There is no storage of grills, smokers, roasters, or any other cooking items on the beach or in the bar patio. Any items remaining after a function will be considered abandoned and will be thrown away or destroyed.

23. Material Disposal.

a. It is prohibited to discharge any material that violates applicable state and federal water quality standards. Discharge of bilge water, containing oily waste or any material that is harmful to the marine environment, is strictly prohibited. Oil absorbent devices are required in the bilge of all motorized vessels to prevent accidental discharge of oily waste. All waste oil and hazardous materials must be disposed according to state and federal laws (i.e., not in the dumpster, beside the dumpster, or on the dock).

b. Failure to comply with this regulation will result in immediate eviction from the Marina. Discharge of sewage in Marina waters is strictly prohibited.

c. Boat owners are required to minimize the discharge of gray water to the greatest extent possible by utilizing shore facilities. Gray water must be routed to holding tanks whenever possible. All boats equipped with a marine head must also be equipped with a holding tank. The Marina Manager has the authority to perform inspections of holding tanks, gray water-producing devices, and overboard discharge.

Boat Repairs & Cleaning Regulations for All Renters

24. Repairs at Marina. No major repairs to boats, dinghies, engines or vehicles are permitted on Marina property. Any minor repairs must be approved by the Marina Manager. No repairs are to be performed on shore.

25. Rules for Contractors. Prior to performing any work or labor on Marina property, all contractors must complete a Contractor Agreement and receive permission to perform such

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work. In order to perform work in the Marina, all contractors must provide evidence of training in their field, possess and provide proof of \$1,000,000 (one million dollar) liability insurance, Workmen's Compensation insurance, or a waiver. Contractors must comply with all Marina regulations, including but not limited to safety and environmental regulations. Contractors must promptly remove any hazardous materials at the end of each day.

26. Cleaning Products. Cleaners used on the exterior of boats must be phosphate-free and biodegradable. Further, the use of cleaners containing ammonia, sodium hypochlorate, chlorinated solvents, or lye is strictly prohibited. Pressure washing, scraping, or any other abrasive process that removes anti-fouling paint is prohibited.

Personal Property Responsibilities for All Boaters

27. Boater's Responsibility. Boaters are responsible for keeping their boats pest free. Removal or extermination of bees, rats, roaches and other pests is the sole responsibility of the boat owner. All boaters are responsible for the security and protection of their personal property, including, but not limited to, dinghies and motors. Security of these items is not the responsibility of the Marina or NAS Key West.

28. Personal Gear Storage. Personal gear, including, but not limited to, lawn furniture, dinghies, motors, dive tanks, potted plants, barbecue grills, sewing machines, coffee pots, microwave ovens, and coolers, shall not be stored on docks or onshore.

a. One dock box is assigned per slip. **Use of more than one dock box is not permitted. Gear found in a dock box that does not belong to the assigned slip shall be disposed of.**

b. Portable gear, when not in use, must be stored out of sight in the boat slip's dock box or on the owner's boat. In addition, personal gear shall not be permanently or temporarily mounted to Marina docks. Bicycles must be stored on the bike rack or on the renter's boat.

c. Repair materials such as wood scraps, boat parts, and repair equipment are not permitted to be stored on docks, onshore or in the dock box.

d. **No fuel or combustible material may be stored in the dock box or onshore.**

29. Use of Marina Heads and Laundry Room. All boaters and guests are prohibited from leaving soap, shampoo, or other shower supplies in the Marina heads (i.e. restrooms). Likewise, all boaters and guests are prohibited from leaving soap, clothes, or other personal items in the Marina's laundry room.

Automobile Parking Rules for All Renters

30. Parking Lot Allocation and Rules. No trailers can be permanently stored in the parking lot. Any temporary parking of trailers, campers, or other vehicles must be approved in advance by the Marina Manager. Only one vehicle per licensed driver will be allowed.

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31. Vehicle Storage. All boaters/renters are limited to one parking space in the Marina parking lot per licensed driver per boat and are required to have a Marina parking decal displayed and attached in the lower left or right corner of the windshield. Boaters are prohibited from storing/leaving their vehicles in the Marina parking lot during the boater's extended absence (more than 7 days). Failure to comply with this regulation may result in the vehicle being towed/impounded at the boater's expense.

Pets and Animal Restrictions for All Renters

32. Pets Generally. Pets are prohibited in the Marina common areas. Pets are specifically prohibited on the beach, in the bar, in the screen porch, and under the shade structure and tiki huts. Boaters may walk their pets directly from their boat, across the street, and back to their boat. Pet owners must curb and clean up after their pets. Guests are not permitted to bring their pets to the Marina. **All pets must be on a leash at all times.**

33. Pet Registration. All pets brought into the Marina must be registered with, and approved by, the Marina Manager. All boaters must have documentation of current vaccinations and be complaint with NASKWINST 10570.1.

34. Prohibited Animals. The following types of animals are expressly prohibited: Birds, rabbits, pigeons, doves, poultry, wild animals, ferrets, pot-belly pigs, raccoons, snakes, rats, mice, skunks, foxes, and monkeys. The Marina Manager can, in the best interests of the Marina, prohibit any other animal from the Marina. Further, the Marina Manager can prohibit domesticated animals, if the Manager finds that the animal poses a risk to the safety, well-being, and enjoyment of other boaters and guests.

35. Breeding and Feedings. Breeding or raising animals for sale is strictly prohibited. Feeding raccoons or seagulls is strictly prohibited.

Hurricane/Tropical Storm Responsibilities for All Boaters

36. Hurricane Condition IV Response. In the event that Hurricane Condition IV should be set by NAS Key West, all boaters must secure their property and prepare to evacuate the Marina. Boaters are responsible for securing their boats, loose gear, dinghies, and all other personal property. Boaters shall remove any sails and biminis and tie down their dock boxes. Steps, gangways, hoses, marine electric cords, and any potential missile hazards shall be removed and properly stowed.

37. Hurricane Condition III Response. In the event that Hurricane Condition III is set, all boats must be secured and boaters must evacuate the Marina. Boaters are prohibited from staying aboard their boats. In the event NAS Key West is closed and evacuated, boaters must evacuate the installation. Any boater found to be disobeying an evacuation order will be subject to eviction from the Marina.

38. Liability. In the event of a hurricane or tropical storm, the boater shall hold harmless the Marina, NAS Key West, and the United States Government and its agents from any damage to

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the boater's property. Further, the boater is liable for any damage caused to the Marina or NAS Key West by his/her boat or personal property. Following a hurricane or tropical storm, the boater is responsible for the removal of his/her damaged boat and/or personal property.

39. Hurricane Season – Attendant. During hurricane season (June 1st to November 30th), boaters are prohibited from leaving their boats in the Marina unattended for longer than 7 calendar days. Boaters who leave the Key West area during the hurricane season must designate an attendant, via a Designated Attendant Form filed with the Marina Office, to secure his/ her boat in the event of a hurricane or tropical storm. It is agreed that the responsible attendant is NOT responsible to ready the boat in an owner's long-term absence. The responsible attendant can make final preparations such as adding hurricane only dock lines, removing and stowing the vessel's electric cord, and other minor activities.

40. Hurricane Season – Unattended Vessel. If the boat owner leaves Key West area for more than 3 weeks during hurricane season, their vessel must be made ready for a hurricane event prior to their departure. A copy of the hurricane checklist of required activities for the boat owner is listed here, or can be picked up in the marina office. The intent is to remove all loose items outside the boat and to minimize as much wind damage as possible.

a. The checklist is as follows:

- (1) Remove and store ALL sails (Note: In mast or in boom sails may be stored in mast or boom, and clew or head secured tightly in its enclosure);
- (2) Lash and/or store ALL lazy jacks and sail stowage systems;
- (3) Remove and store ALL canvas;
- (4) Remove and store: flags and staffs; coolers; generators; kayaks; cushions and furniture; barbecue items; bicycles; any fenders not used; loose poles; gaffs; and cleaning paraphernalia.
- (5) Disconnect and store water hose(s);
- (6) Disconnect and stow power cord(s) upon evacuation notification;
- (7) Remove and secure all other gear, materials, possessions that are not permanently mounted; and
- (8) As practical remove and/or secure all halyards

b. **Failure to ready your vessel, follow this checklist, and comply with this requirement may result in the loss of the assigned slip and marina privileges.**

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Additional Marina Rules for All Renters

41. Contact Information. Boaters must ensure his/her contact information is up to date by reporting changes to the Marina Office, and advise the Marina Office of any change from active duty to retired status or change in duty station.

42. Fees for Labor and Materials. If Marina personnel determine it necessary to secure any boat or related equipment due to boater's intentional misconduct or neglect, the Marina will charge the boater a fee for labor and materials. The fee will be added to the owner's monthly bill. Labor will be charged at a rate of \$75.00 per hour and materials will be charged at retail value.

43. Movement/ Removal of Boat. If the Marina staff identifies a need for a boat to be moved and/or removed for any reason, including, but not limited to, the protection of marina property, protection of other boaters/renters, abandonment of the boat, or non-payment of slip fees, an attempt will be made to contact the owner using the contact information listed in his/her Slip Rental Agreement to arrange for movement/removal of the boat. In the event of an emergency or inability to contact the owner, the boat will be moved/removed at the direction of the Marina Manager. All expenses relating to such move and/or removal will be the responsibility of the boater.

44. Payment Terms. Full payment is due by the 10th of each month, one month in advance. Accounts will be considered past due after the 10th of each month. A \$20.00 late fee, per month, will be charged on all past due accounts. For accounts over thirty days past due, the boater will be contacted and instructed to make full payment. If Marina fees are past due by sixty days or the boat is found to be abandoned, the Marina has the authority to sell the boat at auction or transfer the boat for salvage.

45. Failure to Comply. Failure to comply with Marina regulations may, at the discretion of the Marina Manager, result in eviction from this facility.

46. Disturbances Prohibited. Disturbances will not be tolerated. The Commanding Officer (CO) or his designated representative has the authority to remove or bar any person repeatedly causing disturbances or discontent among the Marina population.

47. Abandoned property. Any property, including but not limited to, boats, dinghies, bicycles, or grills, found to be abandoned will be properly disposed of by the Marina Manager. This may include sale at auction or transfer to salvage.

48. Storage. Any customer renting a space in the marina storage lot must agree to have no items on the ground. The only thing that can touch the ground in the storage lot is the trailer tires, tire chocks, and the trailer tongue/or tongue block.

49. Locations. A maximum of two locations in the storage lot is allowed per customer/vessel/family. When the customer/vessel departs the marina (gives up their slip/mooring ball),

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the storage unit(s) must be vacated within 3 months for non-Active Duty patrons. Active Duty patrons that are transferred to another post must arrange to vacate the storage lot with the Marina Manager. The Marina Manager and/or MWR Director will consider each situation for Active Duty independently.

50. Roadworthy. All vehicles and/or trailers stored in the storage lot must be in roadworthy condition at all times. Proof of roadworthiness will be required annually. The storage contract will not be renewed without proof of roadworthiness.

51. Compliance with Rules and Regulations. It is agreed that any persons that do not comply with these Rules and Regulations may, at the discretion of the Marina Manager, Morale, Welfare and Recreation Director, and/or the CO of the base, be removed from the marina or NAS Key West.

I have reviewed each paragraph of this document, initialed each page, and understand my personal responsibilities and marina requirements.

Print Name _____ Date _____

Signature: _____