

k. Non-discrimination

The parties each agree that while in or upon the facilities of the other, that at no time shall it discriminate against any person on the grounds of race, religious affiliation, color, national origin, disability or age.

Section 4.5

(Adopted 5/12/11)

Tyler's Beach Boat Harbor - User Fee

a. Intent

Incorporate a fee that will subsidize a portion of the expenses that are incurred by regular users of the Tyler's Beach Boat Harbor.

b. Process

- Incorporate a fee that will not exceed an annual payment of \$250.00.
- Fee will be applied to all applicants.
- User fee period will be January 1 until December 30 of any current year.
- Applicant will be billed each January. Payment must be received within 45 days of the billing date.
- Individuals who make application after July 1 of a current year will incur a cost of \$125.00.
- All users must file and adhere to components of the "Tyler's Beach Boat Harbor Docking Agreement."
- **NO REFUNDS FOR ALL OR A PORTION OF A FEE FOR ANY REASON.**

c. Services Provided

Opportunity to utilize space to moor a watercraft within the boundaries of the Tyler's Beach Boat Harbor.

Use of electricity.

Use of fenced yard to make repairs to watercraft.

Section 4.6

(Adopted 11/4/04, Revised 8/21/09, Revised 5/12/11)

Tyler’s Beach Boat Harbor - Docking Agreement

Name of Vessel: _____

Vessel holds: _____ Va. Registration # _____
 _____ Documentation

Registered Owner: _____

Mailing Address: _____

Physical Address: _____

Phone # _____ (Day) _____ (Night)

I, the undersigned, agree to the following conditions for docking or mooring my vessel at the Tyler’s Beach Boat Harbor, Isle of Wight County (the “Boat Harbor”):

- a. All vessels utilizing the Boat Harbor for docking or mooring are to be registered with the Isle of Wight County Department of Parks and Recreation.
- b. My vessel shall be kept in good operating order.
- c. My vessel shall not interfere with the reasonable operation of other boat owners located in the Boat Harbor.
- d. I shall be responsible for any damage created by the use of, or the rafting of my vessel to other vessels located in the Boat Harbor.
- e. I shall not litter or leave debris at the Boat Harbor associated with my use of, or the maintenance of my vessel.
- f. Any maintenance associated with my vessel that requires storing and/or blocking of the vessel will be done in the designated area.
- g. Any unloading of crab pots or other equipment associated with the operation of commercial fishing will not be left on site for more than twenty-four (24) hours.
- h. That all courtesies will apply when utilizing the established loading and unloading dock.
- i. That overnight stays on boats moored in the harbor are prohibited and furthermore no camping or overnight stays are permitted on the property.

I, the undersigned, further understand and agree to the following:

- a. Any vessel that is inoperable will be located so as to not interfere with the use of operable vessels and the owner will have thirty (30) days to get the vessel in operable condition.
- b. Any vessel that sinks, is the responsibility of the owner and shall be refloated by the owner within a seven-day (7) period.
- c. Any vessels that sink two (2) times in any sixty-day (60) period must be removed from the Boat Harbor at the owners’ expense.

- d. Any pollution of the water and or property associated with the Boat Harbor created by me and/or my agents, representatives or invitees and/or my vessel will be cleaned up at the expense of the owner within ten (10) days.

Any violation of these requirements shall cause the cancellation of this agreement and result in the removal of the above named vessel from the Boat Harbor.

If such violation requires the Isle of Wight County Department of Parks and Recreation to remove a vessel and or debris from the Boat Harbor due to the negligence of a vessel owner, such removal will result in the County of Isle of Wight billing the responsible party applicable fees with payment due within thirty (30) days of receiving such bill. If payment is not received within said time period, Isle of Wight County may seize and, after providing thirty (30) days written notice, sell the vessel at public auction. Cost incurred by auction will be paid by boat owner.

I understand and agree to the conditions of this agreement, and will abide by the conditions of this agreement.

Signature

Date

Witness

Date