

# LAKE ANNA YACHT CLUB RULES

**Landlord: BBCR, LLC**     *200 Lake Front Drive, Suite 203, Mineral, Virginia 23117*  
*Email: LakeAnnaYachtClub@yahoo.com*  
*John Carroll 540-894-7550 / Jeff Remmers 540-894-3535*

Tenant agrees to be bound by the current Lake Anna Yacht Club (LAYC) rules and future changes. The Tenant agrees to comply with all posted rules and regulations established by the Landlord. In the event Tenant is in breach of the Berth Lease Agreement or in violation of the rules and regulations (as amended from time to time) Landlord will give a 30 day written notice for the violation. Violation must be corrected in 30 days or run the risk of losing all use and privileges at The Marina.

## **Marina Administration**

1. Only Vessels in seaworthy condition and under their own power may be moored in Berths or Slips. All operators of Vessels shall comply with all posted speed limits and other posted rules, such as "no wake zones." Extreme caution should be exercised when maneuvering on exit or entrance to the Marina. All Vessels shall at all times comply, and be operated in compliance with these rules, and all applicable city, county, state and federal laws, rules, and regulations.

However, in no event will the LAYC, BBCR, General Manager, or any other officer, employee, agent, or representative of the LAYC or BBCR be responsible for any loss, cost, damage, expense, or claim arising from non-compliance with these Rules and, without limitation, in no event will the LAYC, BBCR, General Manager or any such other person or entity be deemed to have warranted or represented that any Vessel or boat is seaworthy or otherwise in compliance with these Rules.

2. Tenants are solely responsible for the proper mooring of their Vessels at the Marina and are required to maintain mooring lines in good condition that are sufficiently strong to secure them at all times. No Tenant may install the following, but not limited to a boat lifts, cleats, or deck boxes in any Berth or anywhere else in the Marina without the prior written consent of the Landlord. If required, the Landlord has the authority to retie, add mooring lines, or change Vessel Berths during emergencies, but shall not be obligated to do so. A charge may be made for such services.

3. No improvement of any nature shall be erected, placed or altered on any Berth, dock or any other part of the Marina by any Tenant unless permitted and or approved by the Landlord.

4. All Vessels docked at the Marina must be registered or documented in the name of a Tenant.

5. No flammable, combustible or explosive fluids, chemicals or substances shall be kept on any Berth, dock, Vessel, or on Marina property.

6. No swimming is permitted in the Marina Property.

7. No nuisances, as determined by the Landlord, shall be allowed at any time at the Marina, nor shall any use or practice be allowed which, in the opinion of the Landlord, is an unreasonable source of annoyance to other members or which unreasonably interferes with the peaceful and proper use of the Marina or residences located adjacent to the Marina. Generators shall not be operated at the Marina unless written permission is obtained from the Landlord.

8. No person shall be permitted to remain overnight on any Vessel moored at the Marina.

9. Parking trailers, storage of trailers, and Vessels in the parking lot of the Marina is not permitted unless Tenant has written permission from the Landlord.

10. Guests of Tenants must comply with all rules and when accompanied by a Tenant are entitled to utilize the Marina Facilities.

11. Children under the age of fourteen (14) while at the Marina shall at all times be under the supervision and control of an adult Tenant or an adult Guest of Tenant.

12. At all times, dogs at the Marina shall be on a leash and accompanied by their owner(s). All droppings shall be immediately cleaned up and removed by the dog owner and dumped in the appropriate trash container.

13. From time to time, the Landlord may require that Vessels be removed from the Marina or kept in other areas of the Marina as designated by the Landlord, in order to permit maintenance, repairs, improvements, and/or dredging to any of the Marina facilities.

14. Tenant shall be responsible for inspecting lift cables regularly for signs of rust, deterioration, broken strands, or tangled cables. Tenant is responsible to notify Landlord immediately of any boat lift issues in writing to [lakeannayachtclub@yahoo.com](mailto:lakeannayachtclub@yahoo.com). Boat lift capacity is noted on page one of Tenant's Berth Lease Agreement and should not be exceeded. Doozie Boat Lift Manual is available for review at [www.lakeannayachtclub.com](http://www.lakeannayachtclub.com).

### **HURRICANE or SEVERE STORM PLAN**

1. Although neither LAYC, BBCR, nor any of its members, officers, employees (including without limitation, the General Manager), agents, representatives or other personnel shall in any case be responsible for any damage to any Vessel, or other property located at the Marina, including without limitation, damage caused by any hurricane, or any other severe storm, in the event of an emergency during the Tenant's absence, the Landlord may, but shall not be obligated to, take any reasonable action deemed necessary to attempt to prevent or limit damage to any Vessel, any improvement at the Marina, any other Vessel or any other property at the Marina. All costs incurred by the Landlord as a result of any such activities shall be charged to the Tenant account in question. No Tenants should assume that the Landlord will take any action in the event of a hurricane or severe storm, and each Tenant is responsible for their own Vessel or other property at the Marina.

2. Neither LAYC, BBCR, nor any of its officers, employees or representatives shall have any liability or responsibility for damage arising from any actions taken pursuant to this Section and each Yacht Club Member and hereby agrees to indemnify and hold harmless the General Manager, LAYC, and any such officers, representatives, agents and employees of and from any and all loss, cost, expense, damage, liability, action or cause of action arising from or relating to the exercise or non-exercise of the LAYC rights here under.

### **Modification of the Lake Anna Yacht Club Rules**

BBCR LLC, as the owner of Lake Anna Yacht Club, shall have the right to amend these rules from time to time.