

HAMILTON COVE MOORING RULES AND REGULATIONS

Daily Use Renters

1. An Owner in good standing may reserve a daily use mooring up to 60 days in advance for a maximum of 10 days if other reservations are pending. Reservations must be made no later than 48 hours before arrival. The Association Office is not open for reservations on the weekends or holidays.
2. When an Owner's use of a mooring exceeds 10 days in a year, thereafter the Owner may only reserve a mooring 48 hour prior to arrival.
3. An Owner who fails to cancel a holiday reservation (Memorial Day, 4th of July, Labor Day) 48 hours in advance shall pay the Association the daily rental rate for each day of the reservation.
4. No reservations may be made by or for Short Term Renters.
5. Reservations for a Guest's boat may only be made by an Owner 48 hour prior to arrival
6. All reservations and cancellations must be made through the Association Office if the office is open. Otherwise notify the Harbor.
7. Owners who violate restrictions related to Short Term Renters or Guests shall lose the right to reserve moorings for 12 months.
8. Loud noise emanating from a moored boat carries throughout the Project and is particularly disturbing after 10 PM. General Rule 18 applies to an Owner's boat or a Guest's boat moored at Hamilton Cove.

Preferred Moorings

9. All reservations/cancellations must be made through the Association Office if the office is open. Preferred Mooring reservations can also be made through the Harbor.
10. Seven days prior reservation notice is suggested to guarantee a mooring.
11. An Owner may only make a reservation for the boat he has designated for the mooring. No Guest or Visitor reservations allowed on Preferred Moorings.
12. Reservations for Memorial Day, July 4th, and Labor Day Weekends must be made seven days in advance. (For a Monday holiday the three-day weekend is reserved.)

13. A holder of a Preferred Mooring shall have a first right to renew annually.
14. If the Preferred Mooring holder reserves a mooring and does not occupy or cancels, the Preferred Mooring holder shall be responsible for the rental fee for the first night (automatic charge by the Harbor Dept.). The remainder of that reservation shall be cancelled. The Association shall pass on the charge to the Preferred Mooring holder. Failure to pay no-show fees within 30 days shall result in suspension of reservation rights.
15. The Association shall charge the Owners having a Preferred Mooring an annual fee as set from time to time by the Board of Directors. Failure to pay the annual fee by February 28th of each year shall result in forfeiture of the Preferred Mooring.
16. Any person using an Association mooring shall be responsible for damage to the mooring he or she reserves.
17. Owners and their Guests use the moorings at their own risk. By requesting a mooring, an Owner or his or her Guests represent to the Association that the owner(s) of the boat has suitable liability insurance to cover any and all liability that might arise from the use of the mooring. From time to time the Association may request proof of insurance before making a reservation for a mooring. In using a mooring, an Owner or his or her Guest agree to hold the Association harmless from any and all liability arising in any way out of the use of a mooring.

6/28/2021