

**CITY OF FORT MADISON
RIVERVIEW MARINA
RULES AND REGULATIONS**

Waiting List Information

1. All slip assignments shall be made in strict chronological order upon receipt of request.
2. If there are no appropriate slips available when an individual makes an application, that individual's application shall be placed at the bottom of the appropriate waiting list which is open for public inspection.
3. A resident and non-resident waiting list shall be kept. A resident is considered to be a person who resides within Fort Madison's corporate limits.
4. No new names shall be added to the resident and non-resident waiting lists from April 1 through October 31 of any given year. Persons requesting to be placed on a waiting list during that period will be placed on a separate list. The resident list will have first priority, the non-resident waiting list second priority, and anyone requesting a slip from April 1 through October 31 third priority.
5. Beginning November 1, the persons on the third list will be added to the appropriate resident or non-resident waiting list with the actual date of the request noted.

Slip Rentals

1. Boat owners who rented slips at Riverview Marina in the past season have first priority to renew those slips.
2. All completed applications are to be submitted with payment, as well as proof of ownership, (e.g. current Iowa Watercraft Registration, title or U.S. Coast Guard Documentation) and a current certificate of insurance showing at least \$100,000 single-limit liability insurance on his/her boat. The certificate of insurance must list the City of Fort Madison as an additional insured.
3. If the completed application, payment, insurance certification and payment have not been received by the Fort Madison Park, Recreation & Dock Department (also known as the "Parks Department") by March 1 (or the following business day if March 1 falls on a holiday or weekend) of any given year, a 10% penalty will be added. If it is not paid by April 1, the slip will be vacated and reassigned.
4. A slip is for the use of the applicant's boat only.
5. Transfer of boats between slips, or from one slip to another slip, shall not be allowed except with the approval of the Parks Department.
6. Summer Mooring is available annually from April 1 to October 31. Boat owners must have their boat out of the water by November 15th or the boat will be placed in impound. A removal fee of \$50 shall be charged and a storage fee of \$12 per day will be assessed. Failure to do so will also result in the forfeiture of the boat owner's slip and the denial of application for winter mooring.
7. Electric is available to persons on A and B docks. A fee of \$40.00 for use of the electric pedestal on the dock is charged each year and includes 200 kwh of electricity. This charge is in addition to the slip fee and will be billed on your Summer Mooring Agreement. Any additional fees for the use of electricity over 200 kwh will be billed by the City of Fort Madison Parks Department at the end of the summer mooring season.
8. Centrally located water spigots are available for boaters' use. However, in the best interest of the harbor, we reserve the right to turn on or off the water as determined by weather conditions.
9. For security reasons, the boat owners shall notify the Parks Department whenever their boat is removed from the mooring area over 24 consecutive hours.

10. The Marina Operator may assign transient boats to a slip during the absence of a slip renter, only after receiving permission from the slip renter.
11. All vessels using the facilities must be registered and identifiable pursuant to applicable laws and regulations.

Assignment of Slips and Reassignment of Vacant Slips

1. Slip vacancies shall be filled in chronological order from date of the application from the resident and non-resident waiting lists based upon boat size and available slip size.
2. A slip will be assigned only upon the written application of the boat owner and when payment is received in full.
3. After spaces are officially declared vacant, the Parks Department will go through the names on the waiting lists to fill vacant spaces. If there are no slips that have opened that will accommodate that person on the list, their name will remain on the list.
4. If a person on the waiting list declines a slip offered (provided the slip is of sufficient dimensions to accommodate their boat), their name will be moved to the bottom of the list. The date they refused the slip shall be noted.
5. The Parks Department will attempt to contact the person first named on such list by telephone.
 - A. If no one is at home at the time of the call and there is an answering machine, a message shall be left giving a designated period of time in which to contact the Parks Department. If, after the designated period of time is over, the potential slip renter has not contacted the Parks Department, a second message shall be left setting another deadline to respond. If there is no response by that deadline, a letter will be sent asking if the person is still interested in a slip and requesting they contact the Parks Department if they wish to remain on the list. If there is no response to the letter within 30 days, their name shall be removed from the waiting list. However, the Parks Department will immediately move on to the next person on the waiting list following a lack of response to the second call.
 - B. If the person named on the waiting list does not have an answering machine, a letter will be sent giving the prospective slip renter a deadline in which to respond. If there is no response by the set deadline, the Parks Department will move on to the next person on the list. A letter shall be sent asking if they wish to remain on the list. If there is no response by the set deadline in the letter, their name shall be removed from the list.
6. Fees are based on the size of the mooring space (slip) and apply regardless of the size of the boat in the slip.
7. If, in the judgment of the Parks Department, a boat is inappropriate for an available slip because of width, draft, length of maneuverability, the Parks Department has the authority to select the next name on the list.
8. Your agreement is not transferable. The sale of a vessel occupying a slip does not authorize the new owner to occupy the slip for the remainder of the year, nor does it give the new owner priority on the waiting list for a slip.
9. In the event of the death of a slip renter, a surviving spouse of the slip renter shall have the right of first refusal of the assignment of the slip. If there is no living spouse, the boat may stay in the slip for the remainder of that boating season if the slip rental was paid, however the slip will be open for reassignment the next boating season.
10. Each slip may only be rented by a single individual or legally married couple.
11. The slip renter must be the owner of the boat occupying the slip.
12. No boat owner or slip renter is allowed to rent, lease or charter their watercraft or to rent or sublease their slip.

13. If a slip renter would sell or otherwise dispose of their boat, they must register a replacement boat within 365 days or they will forfeit the slip and the affected slip will be reassigned. New slip applicants without a boat will be required to show proof of ownership of a boat within 45 days of a slip being offered to them unless other arrangements are approved by the Parks Department. Proof of ownership is considered to be a copy of the boat registration. Payment must be received for the slip within 14 days of acceptance.
14. If a person wishes to have more than one slip, they must submit their name to the Parks Department. A second slip may be assigned to a slip renter once all requests for boat slips by residents and non-residents have been satisfied.
15. Slip space is to be used at the sole risk of the slip renters. The City of Fort Madison assumes no responsibility for the safety of any boat on the premises, and will not be liable for any loss or damage to any boat, equipment or property, however arising.
16. In the event of an emergency during a boat owner's absence, the Parks Department is authorized to attempt, if practical and possible, to provide damage prevention service, and charge the reasonable costs to the owner. However, the owner is solely responsible for his boat, and the City of Fort Madison does not assume any responsibility for said protection and/or damages to the owner's boat.

Refunds

Any request for a refund must be in writing. No refund prior to June 30 will be given. After June 30, a refund will be granted if the slip can be rented. Any refund will be prorated.

Slip Changes and Transfers

When a slip renter desires to rent a slip of a different size or in a different location, said renter must submit a written request for a slip change to the Parks Department. Slip renters with requests in for slip changes will be given priority over non-slip renters as slips become available. Priority for slip changes will be based on time and date of filing.

Dock Usage

1. Vessels shall be properly secured when occupying a slip. Hoses, lines and electric cords shall not cross docks or finger piers or interfere with traffic or use of abutting facilities in any manner. No vessel may be tied across the ends of slips. No boat shall be tied up so that any part of their boat protrudes over the walkways.
2. Slip renters shall not store supplies, materials, accessories or debris on the docks or finger piers, and shall not construct thereon any lockers, chests, cabinets, or install carpeting on the dock or painting of docks nor shall they tamper with or alter in any way the electrical, water, or docking facilities provided to them. DOCKS AND FINGER PIERS SHALL BE KEPT FREE AND CLEAR AT ALL TIMES.
3. The mooring docks (slips) are reserved for the use of the boat owners having rented mooring space therein.
4. All sail boaters, out of courtesy and consideration for others, must secure their mast lines to prevent them from banging against the mast when tied up for the evening.
5. No grilling of any sort is allowed on the docks.

Vessel Operations

1. No person driving, operating or using any vessel, craft or float shall create a wake while entering, or leaving or operating within the harbor areas. Operation of boats above the speed limit shall be cause for revocation of harbor privileges.
2. Only pleasure boats, in good condition, under their own power, shall be admitted to the mooring area.
3. When a boat enters the Riverview Marina premises, it is subject to the direction of the Parks Department and the general jurisdiction of the Park, Recreation & Dock Board.
4. Abandoned watercraft that are left in the Marina harbor for a period of more than 48 consecutive hours are subject to removal and impoundment. A fine may be charged as well as impoundment, storage and removal fees.
5. Each owner will be held responsible for damage they may cause to other boats in the Marina or to the structure or facilities of the Marina.

Miscellaneous

1. The extent of any and all repairs and maintenance within the Riverview Marina's premises shall be at the discretion of the Parks Department.
2. No commercial use is allowed in the Marina.
3. Swimming or water skiing are not allowed in the harbor.
4. Advertising or soliciting shall not be permitted.
5. The boat owner (and guests for whom he or she is responsible) shall when on harbor premises, or on any boat moored in the harbor conduct himself/herself at all times so as to create no annoyance, hazard or nuisance to Riverview Marina or to other patrons.
6. If it is considered by the Parks Department to be in the best interest of the marina and/or its patrons, the Park, Recreation & Dock Board reserves the right, after ten (10) days' notice, (notice will be sent via certified letter by U.S. mail to the last known address of the boat owner), to cancel the summer mooring agreement, with the owner removing his boat forthwith. If the owner does not remove his or her boat, the Parks Department will have the boat removed and placed in impound. A removal fee of \$50.00 will be charged, and a daily storage fee of \$12.00 per day will be assessed. There will be no proportional reimbursement made on the mooring fee.
7. The City of Fort Madison assumes no responsibility for the safety of any boat docked in the Riverview Marina and will not be liable for fire, theft, or damage to any boat, equipment or property in or on said boat, however arising.
8. Mooring agreements are for mooring space only, and such space to be used at the sole risk of owner.
9. Summer and winter mooring agreements are subject to the Riverview Marina Rules & Regulations, as set by the Park, Recreation & Dock Board and may be amended from time to time. A copy of the regulations are posted at the marina building.
10. All contractors performing work on boats must register yearly with the City of Fort Madison. There is no fee, however, proof of insurance must be supplied. A registration form is available at the Parks Department.

Courtesy Docks and Overnight Docking

1. The courtesy docks are for the use of boaters who are loading or unloading their boats, and for visitors who tie up for short stays, not to exceed two hours in duration.
2. The south ends of A and B docks are set aside for overnight travelers. The fees for such use are: \$15 per night for boats 25 feet long and over and \$10 per night for boats under 25 feet long. If a boat needs electricity, an additional \$5 per night is also charged.
3. A boat shall not occupy any transient slip for more than 7 consecutive days without approval from the Parks Department.

Parking

1. Angle parking is provided for slip renters along the seawall fence.
2. Boats, cars and trailers are limited to 72-hour parking at the marina during the boating season.
3. No parking is allowed in front of the boat ramps.
4. Violator's boats, cars and trailers are subject to removal and impoundment. A fine may be charged as well as impoundment, storage and removal fees.

Winter Mooring

1. Winter storage shall commence on November 1 and terminate on March 31.
2. Winter storage space shall be used at the sole risk of the boat owner. The owner is solely responsible for his boat and trailer and the City of Fort Madison assumes no responsibility for the safety of any boat stored and will not be liable for fire, theft, or damage to any boat, equipment or property in or on said boat, however arising.
3. A yearly fee of \$100.00 for current slip renters and \$200.00 for non-slip renters shall be charged.
4. Rental is on a per season basis and will not be prorated.
5. Payment is due on or before November 1. If boat is placed in Winter Mooring and the owner fails to make a payment and submit their winter mooring agreement by 4:30 p.m. on November 1 it will result in the forfeiture of the boat owner's slip (if the boat was moored in the harbor that summer) and the denial of application for future winter mooring for non-slip renters.
6. Winter storage agreements are not transferable.
7. The boat owner must have their boat and trailer removed from the storage area by April 30 or the boat and trailer will be removed and placed in impound. A removal fee of \$50 shall be charged and a storage fee of \$12 per day will be assessed. Failure to do so will also result in the forfeiture of the boat owner's slip and the denial of application for future winter mooring for non-slip renters.

QUESTIONS?

Please call the Fort Madison, Park, Recreation & Dock Department if you have any questions. The office is open Monday through Friday (excluding holidays) from 8:00 a.m. to 4:30 p.m. The telephone number is (319) 372-7700, ext. 201.

