

Rules & Regulations for Mooring Permit

The Town of Saxis will allow seasonal gear stored behind the owner's boat stall in an organized and neat fashion and such gear will not be subject to the (3) three-day rule. Non-seasonal and non-working gear remains subject to the (3) three-day rule but communication with the Harbor Master about said non-seasonal gear and the reason why it is there so he is aware of the issue. He may or may not extend the rule based on his observation and may or may not be subject to fines based on the rules and regulations of the Mooring permit document. For items on the dockside that are in violation there is a \$25.00 fine, and an additional \$25.00 per day as long as said items are not removed. If not paid within the 15 days there will be an additional \$10.00 per day charge beginning with the day the citation was written.

Boat repair area requires a work order that is valid for 14 days. If the permit holder is in violation in the repair area after the 14 days there is a \$50.00 fine. An additional \$25.00 per day fine will be incurred as long as the said items are not removed. If not paid within 15 days there will be a \$25 per day fine unless an extension was given by the Harbor Master.

For Non-Harbor residents in the work repair area there will be a \$50.00 fine after the first 24 hours. If not paid within 24 hours there will be a \$25 per day fine unless an extension was given by the Harbor Master.

Use by a permit holder of the chain and hoist lift area is permitted on a first come first serve basis. Such use shall be entirely at the permit holder's risk and responsibility. The Town of Saxis by permitting such use, assumes no responsibility for the state of repair or operating condition of the chain, hoist and lift, or its supporting structures. No permit holder shall leave any items, boat, or vessels unattended during the time it is in the slip or immediate area

served by such chain, hoist and lift. Any violators will be subject to a \$50.00 fine Additional \$25.00 per day fine as long as the said items are not removed. If the fine is not paid within 15 days there will be an additional \$25.00 per day violation fee beginning the day the citation was written.

Fees and Penalties for leaving work area not cleaned is a \$50.00 one-time violation per haul out. If payment is not received within 15 days all Harbor and Town property privileges will be revoked.

Unoccupied trailer parking with Harbor Masters permission, short term (no more than 24 hrs. in free parking area). After 24 hours, violation fee is \$25.00 per day. Violation needs to be paid within 15 days or there will be an additional \$10.00 per day charge beginning the day the citation was written. The maximum parking limit is two weeks, unless prior approval has been given by Harbor Master or Mayor. Trailer must have a tag/stall # or other means of identification displayed and or other visible proof of ownership.
No parking over two weeks is permitted.

If any stall holder has three (3) violations in a twelve-month (12) period (July 1,2023 to June 30, 2024) they will automatically be placed on probation. In order to continue mooring at the Saxis Harbor, they will have to appear before the Town council for review.

Town of Saxis, Inc.

Harbor

Mooring Permit

This Mooring Permit issued this 30th day of June 2023, by the Town of Saxis, Inc. or designated agent of the Harbor, herein called ISSUER, and hereinafter called HOLDER.

In consideration of the mutual promises herein contained, the parties agree as follows:

SECTION ONE

GRANT OF MOORING PERMIT; DESCRIPTION OF BERTH

ISSUER hereby grants to HOLDER the privilege to moor a boat, subject to all the terms and conditions hereof, at Saxis Harbor, at the following described berths. Stall holder# ____ shall further have the right and privilege to use, incident to said berth, all necessary docks, piers or catwalks as a means of ingress and egress to said berths.

SECTION TWO

LIMITATION TO DESCRIBED PURPOSE

The above-described berth is to be used solely for the purpose of mooring a single boat or other watercraft that is currently state registered or Coast Guard documented;

HOLDER shall restrict his or her uses for such purpose and shall not use or permit the use of said berth for any other purpose without the express written consent of ISSUER.

No decommissioned or unseaworthy watercraft shall be permitted to be moored.

All parking for automobiles and other vehicles shall be at such places as may be prescribed by ISSUER.

SECTION THREE

TERM

The term of this permit is for a period of one (1) year beginning on July 1, 2023 and ending on June 30, 2024.

SECTION FOUR

RULES AND REGULATIONS

The use of said berth and the Saxis Harbor shall further be subject to the Saxis Harbor Ordinance and all Federal, State and county statues that apply to navigable waters and such rules and regulations currently in effect or that may be promulgated from time to time during the period of said Mooring Permit by the Harbor Master, and said HOLDER agrees to fully comply with same.

SECTION FIVE

ISSUER AND HOLDER LIABILITY

HOLDER agrees that ISSUER, its agents and servants, shall not be liable for any damage occasioned by the failure of ISSUER, its agents and servants, to keep said berth, docks, piers and catwalks adjacent thereto or other parts of said Harbor used by HOLDER, in repair, and shall not be liable for any damages done or occasioned by or from water pipes or electrical circuits or outlets in said berth and Harbor, nor for any damage arising from acts or neglects of other HOLDERS or users of other berths, or said Harbor in general.

HOLDER agrees to save harmless ISSUER from any claims or damages resulting to it, to its agents or servants, by failure of HOLDER to comply with provisions of this permit.

SECTION SIX

DEFAULT & HOLDOVER

It is expressly agreed that if the HOLDER shall fail to pay the Mooring Permit Fee provided for hereunder, or otherwise fails to perform any obligation under any of the terms or provisions hereof, or fails to timely pay any other charges, fees, damages, incurred or caused by the HOLDER to the ISSUER, ISSUER shall have the right, at its sole option and without further notice to the HOLDER, to declare such permit ended and to expel said HOLDER and any property from said berth without prejudice to any cause of action by ISSUER, which shall survive, for any Mooring Permit in arrears, or any other charges, fees, or damages due by HOLDER to ISSUER. Failure of ISSUER to exercise such option shall not be deemed a waiver of the right to exercise said option upon any subsequent default.

SECTION SEVEN

ALTERATIONS AND IMPROVEMENTS

HOLDER shall not personally, nor allow anyone else to, make any alterations upon any upland areas, berths, docks, piers, and catwalks adjacent thereto, nor place or post any signs or placards upon upland areas, berths, docks, piers and catwalks adjacent thereto, except by express written consent of ISSUER.

SECTION EIGHT

GENERAL DUMPING AND DISPOSAL OF WRECKS

HOLDER shall not deposit, or cause or permit to be deposited, in any of the waters of the Harbor, in the boat ramp, or in the Parking Area or along the Shores thereof, or in any of the streams or ditches emptying therein, or on any of the land adjacent or contiguous to the Harbor, any refuse, offal, waste matter, or other matter that may injuriously affect the sanitary, clean and safe condition of the land area or water in the Harbor, or diminish the depth thereof.

HOLDER shall not voluntarily or carelessly sink, or permit or cause to sink any barges, scows or other craft, in the waters of the Harbor; or to float loose timber and logs therein. Whenever a vessel or other craft is wrecked and sunk in any of the waters of the Harbor, accidentally or otherwise, it shall be the duty of the HOLDER to immediately mark it with a buoy and a lighted lantern at night, and to maintain such warnings until the sunken craft is removed, which removal shall be accomplished by the HOLDER within 10 days. Failure of the HOLDER to so mark the wreck and timely remove same shall be considered a breach of this permit.

SECTION NINE

INSURANCE

HOLDER shall be responsible for maintaining adequate liability, hull, fire and theft insurance on this boat and its contents, and if not maintained, the HOLDER assumes such risks, and the said HOLDER hereby holds the ISSUER harmless from any liability that might occur to himself, his family, his passengers, his guest or his or their property or to the property of others arising from HOLDER'S use or occupancy hereunder during the term of this permit and further the HOLDER shall be responsible for the care, maintenance, custody and control of their boat at all times during the term of this mooring permit, and further, the HOLDER hereby assumes sole responsibility for the safety and well-being of any person or persons he shall invite or bring to the ISSUER'S property at the Saxis Harbor.

IN WITNESS WHEREOF, The Town of Saxis, has caused this Mooring Permit to be duly executed by its authorized representative, Denise Drewer - Mayor and has duly executed same.

HARBOR MASTER

Please fill in the below and return with payment to:
Town of SAXIS PO BOX 156 SAXIS VA 23427

HOLDERS NAME: _____

SIGN HERE: _____

Current Address: _____

Boat Type: _____

Hull Number: _____

Home Phone: _____

Cell Number: _____

***RETURN THIS PAGE ALONG WITH THE PERMIT: PLEASE FILL IN ALL INFORMATION INCLUDING HULL NUMBER AND BOAT TYPE.**