

“The Bal Harbour Marina and Canal users will take pride in being Yacht Club members, enjoying the same exemplary standards sustained throughout our Bal Harbour community.”

1. The term "Operator" or "Harbor Master" is used herein to indicate any person authorized to represent Bal Harbour Association. The word "Licensee" is used to indicate the owner of a boat/vessel legally within the harbors or any person who is otherwise using the facilities.
2. When a boat enters the harbors or canals, it comes under the jurisdiction of the Operator and shall be berthed or anchored only as directed by the Operator.
3. No advertising or soliciting will be permitted on any boat or on any structure within the harbors or canals, with the exception of a single "For Sale" sign (maximum size 18" x 24") on the boat.
4. Commercial crafts or jet skis of any kind will not be permitted within the harbors without the express permission of the Operator.
5. Licensees will record their home and business addresses and telephone numbers at the Association office and will notify the Operator of any change.
6. Licensees will leave a set of keys or the lock combination to their boats with the Operator.
7. All boats shall be moored in a manner acceptable to the Operator as follows:
 - a. Lines will be tied to the fixtures provided.
 - b. Excess length of any dock and electrical lines should be on the vessel rather than on the piling.
 - c. Vessels will be tied with adequate lines of proper size and strength as prescribed for the vessel by the Operator.
 - d. Hoses are to be neatly coiled on the racks provided. After due notice, violations of the above will be corrected by the Operator at Licensee's expense.
8. Tenders and skiffs shall be stored only on board larger vessels or as directed by the Operator, never on the pier.
9. All garbage shall be deposited in cans or bins as supplied for that purpose. Other debris shall be placed where specified by the Operator. Waste, oil, fuel and batteries shall be removed from Bal Harbour premises by the Licensee.
10. Licensees shall use discretion in operating radios, stereo equipment, motors, generators or bilge pumps so as not to create a nuisance or unreasonable disturbances to others. This includes securing of halyards.
11. Licensees may not trade or exchange boat slips without the approval of the Operator.
12. No one may sublet boat slips.
13. A non-Licensee owned boat may be docked in the harbors if:
 - a. Sponsored by a Licensee or
 - b. Covered by a written reciprocity agreement with another club.

There will be a charge of \$15.00 per day. Non-Licensee boats entering the harbors shall report immediately to the Operator.

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14. The Operator is not responsible for any losses or damages to boats in the harbors. Each Licensee will be responsible for damage which he may cause to other boats in the harbors or for damage to any structure. Any Licensee's boat which may sink in the harbor shall be removed by the Licensee.
15. Any service provided by the Operator to prevent damage to a boat will be provided at the Licensee's expense.
16. All boat slip rental fees shall be paid in advance by the first of the month. A late charge will be assessed if not paid within 20 days of due date.
17. All boats in the marina and canals shall be kept in a seaworthy condition with current Texas registration numbers. All boats shall be kept in a clean and orderly condition conducive to the standards kept by Bal Harbour residents. Example: Green or black mold growing above the water line on any boat is unacceptable and should be addressed. Boats in the marina and canals shall not constitute a fire hazard or they shall be removed from the harbors. Electrical connections must be grounded, three-strand, three-prong approved outdoor type. Specifically, boat owners are to maintain the appearance and the seaworthiness of their vessels, which includes at a minimum the following:
 - a. Deck topsides and hulls are cleaned and free of mold and grit; gear and equipment is stored below deck.
 - b. Biminis, dodgers, sail covers and other forms of canvas and cover are orderly and secured.
 - c. Dock lines are adequate on all corners of the vessel and fore and aft spring lines are attached on at least one side. No vessel should rest against a finger pier; no vessel should be secured to a finger pier.
 - d. Engines (internal or outboard) will start readily and enable the vessel to move from the slip if required for property maintenance or a named storm.
 - e. Texas registration decals are up to date whether for documented or registered vessels. (Note: Texas requires titles and registration for all motorized boats, regardless of length; sailboats 14 feet in length or longer or any sailboat with an auxiliary engine(s); and USCG documented boats).
 - f. All owner boat lifts are maintained with no visual impairment. Lifts are to be maintained (greased gears, safe cables, electrical within code) and operable.

Inspections will be conducted to insure compliance, and then from time to time but no less than quarterly. Any vessel found not in compliance will be re-inspected monthly until corrective actions are taken. The vessel owner will be notified in writing stating what corrective actions are required and will have 30 days to do so, after which a \$100 fine will be levied per month for any vessel not in compliance or in violation of the rules.

18. Boats within the harbors and in channels approaching the harbors shall be operated at a speed causing NO WAKE.
19. No swimming or diving will be permitted within the harbor including canals. Fishing will be permitted only for Bal Harbour Association homeowners and marina members off the platform at the end of "A" Pier. Crabbing is permitted off the outside of "A" Pier east of the Hilton and the outside of "C" Pier.

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20. Licensees shall not store supplies, materials, accessories or debris upon any walkway, and shall not construct or place thereon any lockers, chests, cabinets, steps, ramps or similar structures except with permission of the Operator. Marina dock boxes, lockers or other storage units shall be white in color with fiberglass construction preferred; however, PVC/plastic would be acceptable. No storage unit shall be attached to Bal Harbour Marina docks or piers without review by and permission of the Operator/Harbor Master. Please check with the Harbor Master for acceptable dimension and attachment.
21. No activity causing a fire hazard will be permitted in the Bal Harbour Marina area. There is to be no barbecuing on any boat or pier in the harbor. This includes barbecue pits on and off boats. This also includes the grass area in front of the marina. There will be Absolutely No transferring of fuel from one container to another in the marina or canals. Toting of marine grade fuel tanks up to 6 gallon capacity is permitted in the marina.
22. All pets in the harbor area must be on a leash. Licensees must pick up pet waste and dispose of it properly.
23. No private construction or wiring will be permitted except with the permission of the Operator.
24. No major repairs or alterations to boats are to be undertaken in the harbor. Examples: no spray painting or fiberglass work; also no engine or transmission removal. Check with the Harbor Master if you are not sure. Routine maintenance is to be completed without creating a nuisance to other Licensees. Remember this is a marina not a boat yard.
25. The Operator is to be advised when contractor repair work is to be done on a boat. Contractors must come to Management office to sign in before entering the Marina. Contractors will be given a key to open gates to piers. Licensees should never give contractors the marina gate code.
26. All Licensees must maintain current boat liability insurance in a minimum amount of \$300,000, except for boats under 26 feet in overall length without power or powered by a motor of 25 HP or less. Owners of these smaller vessels must maintain a minimum of \$100,000 of current boat liability insurance. Licensees must provide the Operator with a current Certificate of Boat Insurance before boat enters the Marina.
27. All A/C units shall be turned off when tenant is not aboard vessel. There will be a \$50.00 per month charge if A/C unit is running when boat is unoccupied.
28. Licensees will observe compliance with hurricane rules as specified in the Bal Harbour Yacht Club Boat Slip License Agreement.
29. Licensees and guests using Bal Harbour swimming facilities or tennis courts shall abide by the posted rules for those areas. (Copy of rules available for download.)
30. All children under 12 years of age must wear life vests while on docks.
31. Notwithstanding any fines or other remedies stated above, any violation of these rules may result in termination of the Boat Slip License Agreement by the Operator upon 30 days written notice.