

# MARINA SHORES

AT DUNE HARBOR



## **SLIP HOLDER HANDBOOK & GENERAL INFORMATION**

[www.MarinaShoresIndiana.com](http://www.MarinaShoresIndiana.com)

# **HARBOR MASTER'S OFFICE & SHIP STORE**

**Marina Director** – Dave Bresnahan

**Asst. Marina Director** – Angela Meadows

**Harbor Master** – Dan Szklarski

**Asst. Harbor Master** – Jimmy Weller

**MARINA SHORES**  
AT DUNE HARBOR



**6159 S. Dune Harbor Dr.  
Portage, IN. 46368  
Ship Store Phone: 219-762-5700  
Info. Center: 219-850-4654  
[www.MarinaShoresIndiana.com](http://www.MarinaShoresIndiana.com)**

## **OFFICE, SHIP STORE & FUEL DOCK HOURS**

### **High Season**

Memorial Day – Labor Day (8am – 6pm)

### **Low Seasons**

April 1st – Memorial Day (10am – 4pm)

Labor Day – October 31st (10am – 4pm)

### **Off-Season**

November 1st – March 31st (10am – 4pm)

Closed on Sunday & Monday

Fuel Dock Closed December 1st – March 1st

***Visit our website for any possible changes.***



## **ADDITIONAL PHONE NUMBERS**

Local Emergency Police, Fire, or Ambulance:  
**911**

Local Non-Emergency Police (Portage):  
**219-762-3122**

Local Non-Emergency Fire or Ambulance (Portage):  
**219-762-7404**

U.S. Coast Guard (Michigan City):  
**219-879-8371**

U.S. Coast Guard (Calumet Harbor, Chicago):  
**773-768-4093**

DNR (Michigan City):  
**812-837-9536**

Lake County Sheriff Marine Unit (On Water Emergency):  
**219-398-9033**

## **MARINA RESTAURANTS**



*Resturant / Bar*

**219-734-6568**

## **GENERAL INFORMATION**

### **Harbor Master**

The term “Harbor Master” used in this handbook, will refer to the Harbor Master, Assistant Harbor Master, Marina Director, & Assistant Marina Director.

### **Boating Season & Amenities**

***The boating season for Marina Shores Harbor is April 1st through October 31st.***

Amenities that are included during the boating season that should be made available to the slip holders, weather permitting, include the following:

Electricity, water connection, cable hook-up, wifi, dock box, heated outdoor pool, fitness center, bathhouse, laundry facility, fish cleaning station, picnic tables & grills, free pump out, 2 access key fobs for the season, and a boaters lounge.

In an effort to accommodate early spring or late fall weather, it may be permissible for slip holders to arrive before the season start date and remain after the season end date if weather permits. However, a “Hold Harmless” agreement must be signed, and daily transient rates may apply for the extra days. Early arrivers and/or late leavers should be advised that the amenities will be significantly limited.

The Marina closes on **November 30th**, at which time all boats must be removed.

### **Slip Renewal Timelines & Fee Information**

**January 7th** - A \$250 deposit will be required before January 7th to secure a slip for the upcoming season. If your deposit is not received or post marked by January 7th, your slip may be forfeited.

**March 1st** - A minimum of a \$1000 deposit will need to be paid by March 1st.



**April 1st** - A 10% discount will be applied if the balance is paid in full by April 1st.

Any remaining balance after April 1st, will need to be paid in full prior to mooring in the Marina.

**June 1st** – If there is a final balance remaining, it is to be paid in full by June 1st. If final payment is not received or post marked by June 1st, the slip will be cancelled and re-assigned.

See the “Slip Rates” handout on our website for current rates and other Marina fees.

### **Slip Assignments**

Every effort will be made to keep returning slip holders in their previous year’s slip if requested. However, the Harbor Master reserves the right to reassign any slip holder to any slip at any time. Boats must be moved within 7 days of a Harbor Master’s request.

### **Slip & Dock Transfer Requests**

For a \$25.00 non-refundable fee, a slip holder can fill out a transfer request form asking for a specific slip or dock. The transfer list will be a revolving seniority list based on the date and time the application was submitted. You will be removed from the list when you have either been relocated to a location meeting your request, you request to be removed from the list, or you have declined an offer to be relocated to a location that meets your request. If there are slip holders on the list at season’s end, the list will transfer into the next boating season. The Harbor Master reserves the right to reassign any slip holder to any slip at any time.

### **Marina Access**

Once a slip is paid in full, (2) key fobs will be issued that will allow slip holders access to their dock, pool, fitness center, and laundry facilities. Key fobs are to be returned at season’s end. See “Slip Rates” for current rates and other Marina fees.



## **Parking**

We ask that slip holders and their guests consider parking in the back half (north side) of the parking lot. For boater convenience, there are loading/unloading areas available. Please refrain from parking in designated condo and restaurant parking spots. Dock carts are available to transport your belongings to and from the dock.

## **Lockers**

Lockers in the locker rooms can be rented thru the Harbor Master's office. Rates will be \$40.00 for the season + a \$20.00 refundable deposit for the lock, which will be refunded when the lock is turned back in at season's end.

## **Tying & Caring of Vessels**

Slip holders are responsible for properly securing their boat in the slip and will be held accountable for damages to the slip, piers, docks, or any other part of the Marina caused by an improperly secured boat.

## **Auxiliary Vessels**

If you intend to alternate the use of more than one boat in your slip, you must register each boat on your annual contract. Additional watercraft fees will apply if multiple vessels are in the water at your slip at the same time.

## **Dinghies, Inflatables, and Personal Watercraft (PWC)**

-All dinghies, inflatables, and PWC's used or moored in the Marina must be owned by a slip holder, must be registered on their annual contract, and must pay the auxiliary watercraft fee.

-Dinghies, inflatables, and PWC's shall not be operated by persons under fifteen (15) years of age unless accompanied by an adult.



-Dinghies, inflatables, and PWC's must be stored on the slip holder's boat or within the confines of their slip when not in use. If dinghies, inflatables, or PWC's cannot be stored on the slip holder's boat or within the confines of the slip (overage of no more than 3 feet), the slip holder will be asked to relocate into a larger slip. If the slip holder does not wish to relocate or a larger slip is unavailable, the slip holder will be asked to make alternate arrangements for the smaller watercraft. Measurements will be taken at the Harbor Master's discretion.

### **Accidents**

Promptly report all accidents, no matter how small, to the Marina Office. If the office is closed, please refer to page 1 of this manual and leave a message at the Ship Store.

If emergency assistance is needed, please refer to one of the additional phone numbers located on page 1 that best meets your needs.

### **Boat Fueling**

Fueling your boat is only to take place at the Marina fuel dock. If the fuel dock is crowded, please consider returning at a later time to avoid congestion in the waterway. If there is ever a need to transport fuel to your boat while moored in the Marina, contact the office for assistance.

The fuel dock attendant will determine the order of service. While Marina Staff will supervise and assist, boaters will have the option to fuel their own boats or have a Marina Shores Staff Member fuel the boat. Boats will be fueled according to the following U.S. Coast Guard Marina Fueling Safety Procedures.

- Make sure the vessel is securely tied to the fuel dock.
  - No smoking or open flame of any type.
  - Turn off all engines and electrical equipment; and do not operate any switched or electronic gear.
  - Close all ports (windows) and hatches (doors) prior to fueling.
  - Fill all portable tanks on the dock.
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- To avoid static electrical sparks, keep the dispensing nozzle in contact with the fuel tank's metal fill pipe or gas containers metal side.
- Do not block open the dispensing nozzle.
- Advise dock attendant in the event of a gas or fuel spill.
- Keep a fire extinguisher nearby.
- Open ports and hatches after fueling to ventilate.
- Run the bilge blower for at least four (4) minutes before starting the engine.
- If the engine fails to start or stalls after starting, ventilate for an additional four (4) minutes before restarting.

### **Fuel and/or Oil Spills**

Use extreme care while topping off tanks and handling fuel nozzles to avoid fuel spills. Boat owners will be responsible for clean-up and other spill-related costs.

Federal statutes prohibit pumping oil or other contaminants from bilges. This rule will be strictly enforced.

### **Pump-Outs**

Once a slip is paid in full, a Marina Shores' sticker will be issued which will allow slip holders to receive free pump-outs. The sticker is to be affixed on the pump-out side of the boat in a visible location from the dock. Any boat requesting a pump-out without the Marina Shores' sticker will be charged \$5.00 for each pump-out.

### **Thefts**

Report all thefts to the Portage Police Department. Also, file a report with the Marina Office. Marina Shores is not responsible for lost or stolen items.

### **Common Sense**

Please use common sense, good boatmanship, and courtesy, while observing all safety rules at all times. If you see anyone violating any of the rules and regulations, please notify the Marina Office.



# **MARINA RULES**

## **Indiana Boating Laws**

Slip holders will adhere to any and all Indiana boating laws and responsibilities.

## **Speed Limits**

The rules of the road apply to the streets and parking lots in Marina Shores.

The boating speed in the marina and on Burns Waterway to access Lake Michigan is a NO WAKE zone.

## **Quiet Times & Disturbances**

All electronic noise such as TVs, radios, Bluetooth speakers, etc. must be turned down by 11:00 pm. Please respect your fellow boaters' quiet time in the late evening and early morning.

Remember to tie down potential noise makers such as halyards or any other loose objects to prevent noisy rattling in the wind.

All vessels with a switchable type of exhaust system such as "Captain's Choice" etc., must be switched to the quietest position at all times while in the Marina.

## **Marina Property**

Slip holder shall be liable for any damages to the piers, docks or any other part of the marina, caused by negligence on the part of the slip holder or the slip holder's agents, guests, licensees or invitees. Do not deface any part of the Marina, including without limitation, putting names or stickers on dock boxes, carpeting on finger piers, or erecting or constructing any structures. Drilling or nailing into docks and piers is prohibited unless previously approved by the Harbor Master.



## **Dock Modifications**

Any changes or additions to the slips or docks must have prior written approval from the Harbor Master. To request a modification, type up your request detailing exactly what you wish to do (add drawings if necessary) and deliver to the Harbor Master's office. The Harbor Master will then either approve or deny your request. Any unapproved changes that need to be corrected will be billed to the slip holder.

## **Dock Boxes**

Seasonal slip holders are provided the use of (1) dock box per slip. Dock boxes must be emptied out and the lock removed when the boat is removed from the slip at the end of the boating season. This will allow for a thorough inspection and access should any repairs be needed. A slip holder shall remove all items within 7 days of a Harbor Master's request.

Any caustic, corrosive, paints, or other harmful or hazardous items cannot be stored in the dock boxes. The Marina will not be held responsible for any items stored in the dock boxes, or any damages that stored items may cause. The Marina will not be held responsible for any loss or damage due to theft, negligence, or otherwise for items in the dock boxes.

## **Personal Property**

All personal property shall be stored in the slip holder's dock box or on the slip holder's boat. No personal property shall be stored on the docks or finger piers.

### **Electric Lines**

Electrical power is provided at each slip. Electric cables are not to be strung across the docks for additional service. To prevent an electrical mishap of cables energizing the water, flip the circuit breaker off before disconnecting any electrical connections. Circuit breakers must remain in the "off" position when the boat leaves the slip. Only marine-approved cables may be used.



## **Mooring Lines & Water Hoses**

To avoid pedestrian accidents, loose hoses and mooring lines on the dock are prohibited. Use shorter hose or lines when able and secure excess slack where possible.

## **Trash Disposal**

Please keep the docks and finger piers free of trash. Please utilize the proper waste bins located all along the boardwalk. If larger trash bins are needed, you can find the dumpsters located in the northwest corner of the parking lot next to the garages.

Disposal of oil or hazardous waste in any trash receptacle is prohibited. Fish remains must be disposed of at the fish cleaning station only. When picking up after your pet, please use the proper pet waste containers located around the boardwalk.

## **Hazardous Substances**

Slip holders shall not handle, store, transport, process, dispose of or use any substance, material or waste which poses a public health or environmental threat or which is regulated by any federal, state, county or local government authority or quasi government authority in any manner which could cause a release or create a threat of release of such hazardous substances on, in or about the Marina or any navigable waterway within the city limits, or which would violate or give rise to any liability under applicable federal, state, county or local laws, statutes, orders, rules and regulations relating to the environment, public health and safety.

## **Washing Boats**

The washing of boats is allowed providing that only marine approved type cleaners are used. The use of harsh chemicals that may harm others or the environment is prohibited.

## **Painting & Sanding**

Spray painting and power sanding is prohibited in the Marina. Brush painting and hand sanding is permissible as long as the dock, pilings, and your neighbor's boat are all protected. Any clean-up that needs to be corrected will be billed to the slip holder.



## **Dock Gates**

All gates must remain shut and locked. Propping open a gate is strictly prohibited.

## **Child Supervision**

Children under the age of 14 shall be under direct supervision of an adult while on Marina Shores' property. Children under the age of 18 will not be allowed in the fitness center without being accompanied by an adult.

## **Guests**

Slip holders are responsible for seeing that their guests, agents, contractors, licensees and invitees abide by the Marina rules.

## **Vendors**

All outside vendors must be approved by the Harbor Master prior to performing any work on Marina Shores' property. The vendor must be able to provide proof of being bonded and insured for the work that will be performed within the Marina. The Harbor Master has the right to refuse any vendor that does not have proper bonding and insurance, or who has been a past problem in the Marina.

## **Pets**

Pets are welcome in the Marina. However, they must be kept on a leash and under direct control of its owner at all times. No pets shall be allowed in the pool area, bathrooms, fitness center, or laundry facilities.

Pet owners are responsible for immediately cleaning up after their pet. There are waste bags and waste receptacles located on the boardwalk for quick disposals.

Pets shall never be left unattended in vehicles or tied up on Marina property. Aggressive pets and/or excessive barking or noises that disturb other Marina residents will not be tolerated.



### **Swimming Pool**

Marina Shores has provided a pool for your swimming enjoyment. The pool rules are posted in the pool area for your viewing. The pool gate must remain shut and locked. Propping open the gate is strictly prohibited. Each boater will be issued 1 lanyard that must be visible while in the pool area.

### **Swimming in the Marina**

Docks and boats can carry sources of electricity. Faulty wiring or the use of damaged electrical cords and or other devices not approved as “shore or marina related”, can cause the surrounding water to become energized from electricity leakage. Due to the risk of Electrical Shock Drowning (ESD), swimming and the use flotation devices in the Marina is prohibited.

### **Fire Extinguishers**

There are (3) fire extinguishers located on each dock in case of an emergency. Removing or tampering with fire extinguishers in a non-emergent situation is a violation against the International Fire Code.

### **Fireworks**

Any and all fireworks (including sky lanterns) are prohibited on the docks and on all Marina Shores' property.

### **Cooking & Grills**

Charcoal grills and picnic tables are provided for your enjoyment all along the boardwalk. They are available on a first come, first serve basis. Please clean the grill after use. The use of electric or propane grills will be permitted on individual docks. While in the Marina, free standing charcoal grills are not permitted to be used on your vessel.

### **Heaters & Lanterns**

Open flame heaters and Coleman-type lanterns are prohibited.



### **Dock Carts**

Dock carts are not to be left on the docks. They are to be brought back to the designated area after each use.

### **Motorized Vehicles on the Docks**

No motorized means of land transportation will be permitted to be operated, stored, or parked on the docks. Handicapped transports must be approved by the Harbor Master.

### **Non-Motorized Vehicles on the Docks**

No non-motorized means of land transportation will be permitted to be operated, stored, or parked on the docks. These items must be pushed or carried onto your boat. Non-motorized items includes rollerblades, skateboards, bicycles, etc. Handicapped transports must be approved by the Harbor Master.

### **Float Plan**

Slip holders must file a float plan, specifying departure and return dates and times, with the Harbor Master's office on each occasion in which the slip will be vacated for more than 4 days. The Harbor Master reserves the right to issue a transient permit in the vacated slip with no financial obligation to the current slip holder.

### **Fishing**

Fishing is permitted in the Marina as long as caution and courtesy are used while others are nearby.

A fish cleaning station is provided to slip holders and residents which is located at the east end of the boardwalk for your cleaning needs. Please clean up the station after you're done. Cleaning fish on boats, finger piers, or docks is prohibited. The Marina garbage cans are not intended for the disposal of fish remains. Please use the fish cleaning station.



## **Selling or Buying a New Boat**

At no time can a vessel for sale be shown unless the owner or broker is present.

The Marina must be notified when a boat is sold. Under no circumstance can the slip be sold with the boat. The new owner must apply for their own slip.

If a new boat is purchased, the Marina shall be notified by the slip holder that a new boat will be mooring in their slip. The Harbor Master reserves the right to reassign any slip holder based on the size of the boat and slip.

The sub-leasing of slips is prohibited. The Harbor Master reserves the right to request proof of ownership. A boat not owned by the slip holder on file will be removed from the harbor, and the slip holder will forfeit the slip.



# GOVERNING THE HARBOR

## Compliance Orders

Slip holders and their agents, contractors, licensees, invitees, and guests shall comply with the orders and directions of the Harbor Master concerning compliance with the Marina Rules and Regulations. The Harbor Master will address any issues not covered in this manual to determine the proper course of action.

## Lawful Use

Slip holders shall not occupy, use or permit any portion of the slip or Marina for any purpose which is illegal or unlawful. Each slip holder shall comply with all federal, state, county, and municipal codes, laws, ordinances, statutes, rules, regulations, orders, permits, licenses, and authorizations.

## Infractions

Any infraction of the rules and regulations may subject the slip holder to proceedings that could result in fines, probations, and/or loss of slip privileges for the remainder of the season and possibly, indefinitely.

The following actions will take place when the same rule is repeatedly broken within a boating season.

**First Offense** - Verbal Warning (noted in file).

**Second Offense** - Written Warning. The slip holder will be given a written notification as to which violation took place. The written warning will be sent by email, text and/or letter.

**Third Offense** - Final written warning. The slip holder will receive a final written notice placing them on probation and the Boater Advisory Board will be notified. The final written warning shall be sent by email, text and/or letter.

**Fourth Offense** - Subject to Removal. The slip holder may have their slip privileges revoked after a Boater Advisory Board's vote. A majority is needed for removal.



Depending on the severity of the offense, and at the discretion of the Harbor Master, a slip holder's privileges may be revoked at any time without consulting the Boater Advisory Board. On a case by case basis, the Harbor Master may also assign a probation period.

### **Enforcement Costs**

A slip holder shall pay all of Marina Shores' costs, charges, and expenses, including without limitation, court costs, reasonable attorney's fees, and impoundment and storage fees, incurred by Marina Shores in connection with a slip holder's breach or violation of the Rules and Regulations of Marina Shores.

### **Impoundment of Boat**

Marina Shores may impound a boat by removing it to a designated impoundment area or by forbidding a boat from being moved from its mooring during the period of impoundment. A boat may be impounded for the following reasons:

1. The boat is moored in the harbor system without a valid permit.
  2. The boat is operated in such a way as to be an unreasonable hazard or impediment to navigation within the harbor, or in such a way as to present an unreasonable danger of injury to persons or property within the harbor system.
  3. The boat has been reported stolen and the owner of the boat is not present at the location of recovery.
  4. The boat is abandoned or left unattended on Marina property.
  5. Other circumstances in which impoundment of the boat is necessary to prevent a clear and present danger of injury or damage to the boat, to persons, or to property within the harbor.
  6. Failure of the owner of the boat to pay fees lawfully imposed by Marina Shores.
  7. Any other cause justifying impoundment under state or federal law.
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### **Record of Impoundment**

Upon impounding a boat, the Harbor Master shall record the name and description of the impounded boat, the circumstances under which it was impounded, the time, method, and place of impoundment, and a description of the condition of the boat at the time it was impounded.

### **Notice to Owner of Impounded Boat**

Whenever the Harbor Master has impounded a boat, he/she shall immediately ascertain, if possible, the name of the owner(s) or other persons legally entitled to possession of such boat, and thereafter shall immediately cause a notice to be sent by certified or registered United States mail for return receipt requested to such owners and such other persons entitled to possession, if known. Such notice shall contain a full description of where the boat is impounded, the circumstances of its impoundment, and shall request that the recipient immediately contact the Harbor Master of Marina Shores.

Whenever the Harbor Master is unable to ascertain the name of the owner(s) or other persons entitled to possession of an impounded boat, and therefore is not able to give notice to such person(s) as provided above, the Harbor Master shall send a written report of said impoundment by mail to the Indiana Department of Natural Resource and the United States Coast Guard.

### **Indemnification**

Each slip holder for itself and on behalf of its agents, contractors, licensees, invitees and guests, hereby releases, indemnifies, protects, defends and holds harmless the Harbor of Marina Shores and its directors, officers, agents, elected and appointed officials and employees from and against any and all loss, damages, liabilities, claim, liens, costs and expenses, including without limitation, reasonable attorney's fees in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in or about the Marina, or arising from the slip holder's occupancy or presence in the Marina, or from any activity, work or thing done, permitted or suffered by the slip holder in or about the Marina, or from any breach or violation of the rules and regulations of the marina or due to any other



act or omission of any slip holder or their employees, guests, customers, agents, licensees or invitees. Notwithstanding the foregoing, nothing herein shall be deemed to exempt the Marina Shores from liability of damages for injury to persons or damage to property caused by or resulting from the negligence or willful misconduct of Marina Shores, or its directors, officers, agents or employees.

