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# SAXON HARBOR MARINA RULES AND REGULATIONS

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## General:

1. The use of Saxon Harbor and its docking facilities is governed by federal, state, and county statutes, ordinances, rules and regulations. Users of these are expected to be familiar with such as may be applicable and act in conformity with them.
2. Saxon Harbor rules and regulations are enforced by the Forest Administrator, Forestry Department Employees including Marina Attendant(s), Iron County Forestry & Parks Committee, and the Corporation Counsel. Violations of these rules can result in revocation of Saxon Harbor privileges. Issuance of a slip rental permit is conditional upon compliance with these ordinances, rules and regulations.
3. Within this document, the phrase *Iron County Forestry or ICF* is defined as the Forest Administrator, Forestry Department Employees and/or Marina Attendants as employed by Iron County Forestry & Parks Department.
3. Provided a current Saxon Harbor tenant is not in violation of any applicable rules or county ordinances he/she shall be eligible to renew his/her slip rental for the subsequent year. Renewal applications shall be sent to the address shown on the last prior application or such other address furnished in writing to Iron County Forestry prior to the renewal mailing. Renewal applications and deposit are due to the Iron County Forestry Department no later than January 15. Failure to renew on time may result in loss of your slip.
4. Slip permits shall be issued to a specific individual owner or lessee of a vessel for a specific slip. Only the vessel listed on the permit may use the slip assigned unless a different vessel has been authorized under these rules. Applications from corporate, partnership or other entities shall not be accepted unless a responsible person is designated on the permit application.
5. Slip assignments will be made by Iron County Forestry. Mooring in a slip other than that assigned is prohibited. Reassignment requests must be made to ICF. Consideration will be given to individual with disabilities or physical impairments when assigning appropriate slips. NOTE: Operator inexperience is not a valid reason for special consideration.

## Slip Rental: Annual Permits

1. Slips may be rented on an annual basis. The fees as established for each year must be paid in full by April 1<sup>st</sup> of each year for slip renewals. Initial deposits must be remanded to the Forestry Dept. with the Slip Application by the indicated due date. Failure to make timely payments may result in the loss of your rental permit.
2. Application for slip rentals shall be submitted to: Iron County Forestry Department, 607 3<sup>rd</sup> Avenue North, Suite 2, Hurley, WI 54534, or via email to the address indicated, and on the forms provided.
6. In the event tenants desire to exchange assigned slips, such a request shall be submitted for approval to Iron County Forestry.
7. No slip tenant may use his or her vessel as a public carrier or charter within Saxon Harbor unless he/she first notifies Iron County Forestry of his/her intention to do so.
8. When all slips of each size category are filled, a waiting list will be maintained annually by the Iron County Forestry. The waiting list will be first

come, first served based on the available slip size. Slip tenants have the choice to rent a larger slip for the required minimum fee when available.

9. When assignment of a slip is made between May 15 and October 15, the rental shall be payable in advance of occupancy based on the following schedule:

Prior to July 1:	100%
July 1 – July 31:	80%
August 1 - August 31:	60%
Sept 1 - Sept 30:	40%
Oct 1 and thereafter:	20%

10. One annual Iron County Park permit is issued with each slip rental and is to be displayed in tenant's vehicle. All other vehicles must display a daily or annual Iron County Park permit when utilizing the Saxon Harbor property. Overnight use of recreational vehicles/campers/tents is prohibited outside of designated campsites.
11. Slips shall not be occupied prior to dock installation. Slips shall not be occupied after October 15. Violation renders the tenant subject to non-renewal of slip lease, revocation of slip permit and a penalty of \$25.00 for the first day of violation and \$20.00 per day for each subsequent day of violation, until the boat is removed.
12. Each tenant shall notify Iron County Forestry when his/her slip will be vacant for more than 24 hours. The Iron County Forestry reserves the right to rent this slip as a transient slip during the period of absence. When a slip has been left vacant for 24 consecutive hours, without notice, such slip may be rented as a transient slip as of 3:00 PM following such period of time.
13. Refunds of slip rentals fees will not be made unless the slip is rented without interruption for the balance of the year. Refunds will be made pursuant to the following schedule, based upon date of rental with subsequent tenant:

Prior to July 1:	80%
July 1 – July 31:	60%
August 1 - August 31:	40%
Sept 1 - Sept 30:	20%
Oct 1 and thereafter:	0%

14. With the exception of the provisions of Paragraphs 15 and 17, below, RENTAL OF A SLIP IN SAXON HARBOR IS NON-TRANSFERABLE AND ANY SUB-RENTAL OR ASSIGNMENT OF ANY NATURE WHATSOEVER SHALL BE CONSIDERED AN ABSOLUTE BREACH.
15. Transfer of ownership in a tenant vessel to anyone other than a current spouse or child as described in Rule 16, below, shall be treated as a sale of the vessel and result in termination of the slip rental agreement, with regard to that vessel and the new owner thereof, at the end of the term. A seller of a tenant vessel may retain his/her slip if, during the same rental term in which said vessel was conveyed, seller owns a replacement vessel, provided ownership of said vessel is the appropriate size for the current boat slip. If the replacement vessel is not placed in the subject slip within the first month of the lease term following the lease term in which the predecessor vessel was sold or conveyed, the slip shall be deemed forfeited.
16. Sale or other conveyance of a vessel during the permit year will authorize the new owner to occupy the slip for the remainder of the year only. Priority as a tenant on any waiting list is not established by such occupancy. Transfer of any percentage of ownership in a boat, or of a corporate entity having an ownership interest in a boat, unless said transfer is to a person having an ownership interest (evidenced by title documentation) at the time the slip permit was issued for the year in which the conveyance took place, shall be considered a transfer to a new owner.
17. In the event of the death of a slip permit tenant and the transfer of the permitted boat to the deceased tenant's spouse or child, the associated slip permit may be transferred without cost to that spouse or a child or children of the deceased.
18. Each tenant agrees to have his/her boat properly insured and shall provide proof of liability insurance in an amount of not less than \$500,000.00 per occasion, covering any user or occupant of permitted vessel. Said proof of insurance policy shall be provided to Iron County

Forestry before the vessel is placed into the Saxon Harbor slip. Issuance of the permit and continued tenancy is conditioned on filing such proof of insurance. Tenants will be held responsible for damage they or their agents may cause to other boats in the harbor or to the structure of facilities thereof.

19. All slip rental tenants and slip applicants shall notify the Iron County Forestry of any change in address or telephone number, in writing, within ten (10) days of the change. ICF shall not be responsible for tenants or slip applicants not receiving information in a timely manner or losing permit rights due to incorrect tenant or applicant addresses or telephone numbers.
20. All boats must be registered and equipped as required by law, and maintained in a neat and seaworthy condition, capable of operating under their own power.
21. In the event a vessel becomes unsafe or unseaworthy, the vessel must immediately be removed from the water. The slip permit may be revoked by Iron County Forestry or Forestry Committee. Iron County Forestry shall give written notice to the slip tenant of those items which render the vessel unsafe or unseaworthy. The tenant shall complete repairs or refurbishing within twenty (20) days or such permit may be revoked by the Forestry Committee after such hearing as is set forth herein. Any vessel found unsafe or unseaworthy by the Forestry Committee shall be removed within twenty (20) days of such decision. Failure to comply with this provision shall authorize the Forestry Committee and/or Forest Administrator to do so and charge the cost of removal and storage to the owner or tenant. No vessel shall be operated by a slip tenant or his or her agent after a determination by the Forestry Committee that the vessel is unsafe or unseaworthy.
22. Iron County Forestry reserves the right to relocate any boat to another slip as vacancies occur should that boat be occupying a slip that is longer than required.
23. Iron County Forestry reserves the right to relocate boats to other slips or deny slip rental if, in their judgment, a boat is inappropriate for a certain slip because of width, draft, length or maneuverability.
24. Iron County Forestry may move any boat docked in Saxon Harbor, due to inclement weather, safety considerations, construction or repairs to the dock or other facilities.
25. Owner is permitted to perform routine maintenance on his/her vessel. All work must comply with the Saxon Harbor Environmental Best Management Practices, a copy of which is available at the Harbor office or at [ironcountyforest.org/SaxonHarbor](http://ironcountyforest.org/SaxonHarbor). Any project affecting greater than 25% of the vessel's surface or sanding/grinding of the vessel's surface requires prior approval from Iron County Forestry. Only light maintenance shall be allowed while the vessel is in a slip and in a manner that does not disturb, damage, endanger or interfere with other vessels, their owners, the Marina and facilities, or any other natural or man-made resource.
26. There shall be no modification of docks or dock hardware without prior approval by the Iron County Forestry or the Forestry Committee.
27. Tenants shall not place dock steps, supplies, materials or debris on any dock, nor shall they construct thereon any lockers, chests, dock steps or cabinets without written consent of the Forest Administrator or Forestry Committee. Any permitted objects must be temporary and are required to be removed by October 15. The Iron County Forestry Department, Forestry & Parks Committee nor Iron County are responsible for any damages to permitted objects.
28. One dock box per vessel may be placed on the sidewalk directly behind the vessel not inhibiting foot traffic. Dock boxes must be manufactured white metal, fiberglass or plastic and be in good condition. Iron County Forestry may move or remove any dock box not meeting these criteria. Iron County is not responsible for damage or theft of dock boxes or its contents.
29. If the Saxon Harbor facilities, or any part thereof, are damaged to such extent that, in the sole discretion of the Iron County Forestry Committee, it is unreasonable or impractical for

Iron County Forestry or Iron County to provide a slip for use by a tenant, then the County and the ICF shall be excused from providing a slip. In such event, any paid permit fees shall be returned pro-rata, pursuant to the schedule set forth in Paragraph 12, herein.

### **Slip Rentals: Transients**

1. Transient slip rentals are available on a nightly basis, upon request to the Iron County Forestry Department, Harbor Office or online reservation and pre-payment of the fee established by the Forestry Committee.  
Designated transient slips, numbers 48 & 49 and linear slips along east wall, may not exceed 14 consecutive days of occupancy.
  2. Transient slip tenants shall be governed by all rules and regulations of Saxon Harbor, including the Rules of Personal Conduct, set forth below.
  3. Non-tenant vessels not intending a stay of at least overnight may dock at the Saxon Harbor facilities for a brief time to obtain fuel or other supplies, or to escape inclement weather. These vessels shall temporarily dock at those sites designated by Iron County Forestry for such reasonable time as determined by ICF. No charge shall be made unless the vessel stays overnight.
3. Vessels shall be properly secured when occupying a slip. Iron County Forestry has the authority to correct any non-conformance with this rule and assess reasonable costs incurred.
  4. Vessels under tow shall have the right-of-way.
  5. Saxon Harbor is a "No Wake" zone. All vessels entering or leaving or traveling within Saxon Harbor must refrain from creating a wake.
  6. Fishing shall not interfere with boat traffic.
  7. Swimming in the marina is prohibited due to dangers that stray currents present in a marina environment.
  8. There shall be no fueling of boats at tenant or transient slips. All fueling operations will be conducted at the fuel dock. Only trained Forestry Department personnel will dispense gasoline or fuel. Payment for fuel is made at the time of dispense. Hours of operation will be posted at the fuel dock and Marina office.
  9. Smoking is not permitted within 50 feet of a fueling vessel or fuel storage tanks.
  10. Only one dinghy per vessel shall be permitted. No other boats, scows, floats or crafts belonging to slip tenants, other than those ordinarily carried on board or connected with the tenant's vessel, shall be tied in the tenant's slip.
  11. Operation of generators in Saxon Harbor shall not be permitted between 11:00 pm and 6:00 am unless expressly authorized by Iron County Forestry.
  12. Dogs and cats are permitted, provided they do not disturb others, and have all required vaccinations and are kept on a leash not exceeding six (6) feet in length when off the vessel. Pet waste must be cleaned up immediately by owner. Unruliness, excessive noise or violations of the pet waste policy will cause a pet to be banned from Saxon Harbor.
  13. Children shall be supervised by parents or tenants at all times.

### **Rules of Personal Conduct**

1. All vessels shall be moored in only those areas assigned to them. Iron County Forestry is authorized to require temporary removal of the vessel from an assigned area in the event of an emergency or to improve conditions. Under these conditions and circumstances, ICF may move such a vessel without prior approval of the vessel operator. (See also, Slip Rental, paragraphs 21 and 22).
2. No waste material, discharge waste or other foreign material is allowed in the marina or lake water. The owner must immediately notify Iron County Forestry AND the appropriate governing

14. Bicycles, skateboards, in-line skates, other such wheeled equipment or motor vehicles, are prohibited on the docks and sidewalks.
15. No feeding of birds or other wildlife is permitted.
16. No charcoal or open fires shall be permitted within the confines of Saxon Harbor except in designated areas.
17. Quiet time is from 11:00 pm – 6:00 am. Disorderly conduct is not permitted. Tenants shall not unreasonably annoy, disturb or interfere with the rights or privileges of other tenants. Tenants and guests for whom tenant is responsible for agree to conduct themselves at all times when within the confines of Saxon Harbor, or on any boat docked therein, so as to create no annoyance, hazard or nuisance to the Harbor or other tenants.
18. Tenants of Saxon Harbor shall be responsible for the conduct of all persons visiting or occupying the tenant's vessel. Conduct interfering with the use of the Harbor or its facilities by others is not permitted. Iron County Forestry is authorized to maintain reasonable standards of conduct and shall report violation of such standards to the Forest Administrator or Forestry Committee.
19. Radios, stereos, television and other electronic or mechanical sound devices shall be kept at a volume that does not disturb other users of Saxon Harbor.
20. Washing clothing in Saxon Harbor is prohibited. Hanging of clothing or laundry on docks or County property is prohibited. Eco-friendly, non-phosphorous soaps are encouraged.
21. Vessel washing may only take place in the designated boat wash area.
22. No refuse, paint, sanding or sandblast materials shall be allowed to enter Saxon Harbor waters. All maintenance activities must be done in the designated work area and in accordance to the Saxon Harbor Marina Best Management Practices. Scraping and sanding is not allowed while boat is moored in the marina. Sandblasting is prohibited. Tenant is responsible for proper disposal of all oil, batteries, paint, antifreeze or other hazardous waste. Disposal of hazardous waste in the dumpsters or trash receptacles is strictly prohibited.
23. Clean-up following maintenance or repairs of a boat shall be the responsibility of the tenant. Any damage to the dock or any other harbor facilities resulting from maintenance or repairs of a boat, and any clean-up necessitated by a tenant's failure to restore the harbor facilities to a clean and undamaged condition following maintenance or repairs to a boat, shall be paid for by the tenant prior to the issuance of a slip permit for the following year.
23. *Saxon Harbor is a Wisconsin Clean Marina and thereby an environmentally proactive facility.* Tenants and their guests are asked to recycle materials in the provided bins and containers and properly dispose of all waste, sewage, hazardous materials and liquids. Oil absorbent material is required in the bilge. A pumpout station is available for vessel sewage.
24. Tenants may provide Iron County Forestry with a plainly labeled set of main door and ignition keys to be used in the event of an emergency. Such keys will be housed in a locked box in the Harbor office.
25. Iron County Forestry and Iron County assumes no responsibility for the safety of any vessel stored or kept in Saxon Harbor and will not be liable for fire, theft, sinking or damage to any said vessel, its equipment or any property in or on said vessel, however arising. Further, Iron County Forestry and Iron County shall not be liable for any loss of property by theft, burglary or otherwise from said slips or dockage space of from any tenant's boat, nor shall Iron County Forestry and Iron County be liable for any damage or injury to any person or property in and about Saxon Harbor, including the slips and dockage space, that may be caused by the elements, by Iron County Forestry, employees or personnel or members, by tenant guests and invitees or by any other cause whatsoever, and the tenant hereby covenants and agrees to make no claim for such loss, damage or injury at any time against Iron County Forestry or Iron County or any officer, employee, designee, or member of either, and covenants and agrees to indemnify and hold harmless Iron County Forestry therefrom.

26. The Tenant agrees to observe all additional regulations posted.
27. Should Iron County Forestry or Iron County fail to insist upon strict compliance with the rules and regulations set forth herein it shall not be deemed a waiver of the right to insist upon strict compliance in the future. Waiver of any conditions shall not be deemed to be a continuing waiver.
28. Slip rental shall be in strict accordance with the rules and provisions set forth herein, and if Tenant breaches or violates any provision herein, then Iron County Forestry shall have the right, after ten (10) days written notice to Tenant at the address of Tenant reflected on the rental agreement herein, to declare the balance of this rental agreement terminated. In that event, any possible reimbursement for docking fees shall be forfeited as liquidated damages to Iron County.

### **Enforcement of Rules & Regulations**

Iron County Forest Administrator and his/her assigns, including the Iron County Recreational Enforcement Officer, are responsible for enforcing the foregoing rules and regulations. The Iron County Forestry Committee, which oversees Saxon Harbor, has established procedures for hearings on all allegation of violations of the rules contained herein.

In addition to and independent of any law enforcement action that may be taken, those accused of violating one or more of the rules and/or regulations contained herein shall be served by the Forest Administrator or his or her designee, via personal service or certified mail, return receipt requested, with written notice of the allegations, and the specific rule(s) allegedly violated. Notices served via mail shall be sent to the address provided by tenant on the Slip Application remanded by tenant in and for the year in which the alleged rule violation took place, or to such other address as tenant may provide.

The Iron County Forestry Committee shall hold a public hearing on such violation no less than ten (10) nor more than thirty (30) days thereafter. The

Forest Administrator, with the assistance of the Iron County Corporation Counsel, shall present such pertinent information regarding the alleged violation as is within his or her knowledge. The alleged violator may respond thereto with information or explanation within his or her knowledge. Any interested party will then be heard. Written finding and a decision will be rendered within 10 days.

As a condition of the acceptance of the slip permit, tenant agrees that any violation of these rules may result in reassignment of a slip, temporary removal of tenant's vessel, or forfeiture of his or her slip tenancy. No refunds of any fee shall be made in any event. Conviction of a violation of any ordinance applicable to the contents herein shall result in a hearing under this section and may result in suspension or forfeiture of slip rental privilege.

The County of Iron, for itself, and its agents, officers, employees, and assigns, hereby disclaims any liability or legal responsibility for injury or damage to person or property resulting from acts or activities other than by its own agents or employees. By use of the Saxon Harbor facilities or acceptance of slip rental privileges the users of these facilities acknowledge receipt of notice of this disclaimer.

The rules and regulations and ordinances of the County of Iron pertaining to Saxon Harbor and its facilities may be altered or amended at any time without notice. Users of these facilities may obtain up-to-date information from Office of the Iron County Clerk, Iron County Courthouse, 300 Taconite Street, Hurley, Wisconsin 54534 or the Iron County Forestry Office, 607 3<sup>rd</sup> Avenue North, Suite 2, Hurley, Wisconsin 54534.

Revised 12/2023 (liability coverage)

*Approved by Iron County Forestry & Parks Committee on August 13, 2019*