

**MARITIME PREMISES ACCESS AGREEMENT**

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The individual identified below (“Individual Signor”), or the below identified company (the “Company”) (hereinafter collectively the “Releasor”) has requested that the Individual Signor or below named Worker(s), be permitted access to a vessel or vessels located in the water at the premises known as *Sun Harbor Marina* (the “Premises”), which is/are located at *5000 N Harbor Drive, San Diego, California* and owned and/or operated by *Sun Harbor Marina Partnership* (the “Owner”). It is acknowledged and agreed the Premises is not operated by any governmental entity or agency. It is not open to the general public, and the Owner’s permission to enter and remain upon the Premises is required. The Owner wishes to reasonably accommodate the owners of vessels located at the Premises, and therefore is willing to and does conditionally grant permission for the below identified Individual Signor or Worker(s) to enter onto the Premises, provided such Individual Signor or an authorized Company representative has executed this Vessel Worker Premises Access Agreement (the “Agreement”), thereby affirming Releasor’s agreement to abide by all of the terms and conditions herein. It is agreed that the Owner may at any time, in its sole discretion and without liability of any kind the Releasor, revoke its permission to enter onto the Premises, or restrict or otherwise limit access to the Premises. It is agreed that any person allowed entry to the Premises under this Agreement is granted entry for the limited purpose only of working on or otherwise providing services for the benefit of a vessel located at the Premises, and that such person may access only vessels whose owners have specifically authorized such vessel access and that such person may under no circumstance access any other vessel

**Potentially Dangerous Conditions on Premises.** Releasor understands and agrees the Premises is a marine environment, and accordingly certain risks and hazards are necessarily present which are not present in non-maritime environments. These risks include but *are not limited to*: trip hazards due to cleats, lines, cables, protruding nails or dock fittings; close proximity to water; movement of docks, vessel or other objects caused by wake, waves or other water movement; high voltage and amperage electrical equipment, exposure to chemicals, wet and slippery surfaces; protruding swim steps, bow sprits, davits and other vessel equipment and appurtenances; risks of falling, including while using docks, gangways, planks, ladders, ramps or cradles; being struck or otherwise contacting moving or stationary machinery or things being moved by such machinery, including carts, forklifts, travel lifts, cranes and other motorized or non-motorized machines; submerged objects; suspended objects, including vessels, masts, vessel engines and other equipment/appurtenances; debris on ramps, docks or other Premises locations; ladders; exposure to loud noises; injury to eyes or ears resulting from suspended particulate or other airborne irritants or objects; uneven spacing in docks; damaged or uneven or listing docks, ramps or other areas; vessels striking individuals, other vessels or other property due to malfunction, operator error or other cause; malfunctioning or improper electrical equipment or improper use of such equipment producing shocks; failure of vessel standing rigging or other failure of a vessel component resulting in it falling or collapsing; stands, tarps, scaffolding and other items located on or about docks, ramps or other Premises areas; spacing between boards on docks or other areas into which shoes or other items may become stuck or lodged; loss of tools, equipment or other property dropped into the water or stolen; and improperly or inadequately secured vessel becoming adrift or permitting such vessels to move excessively within her slip or at her wharf. The Company agrees to instruct the below identified Worker(s) to exercise utmost care for his/her safety while on the Premises, to read and abide by any and all posted safety signs, and to follow all instructions provided by the Owner while the Worker(s) is/are on the Premises. The Individual Signor agrees to use such utmost care and to abide by such signs and instructions.

**Contractor Sign-In.** Releasor must sign-in to access docks. When checking in, the names of all

contractors working at Sun Harbor that day, must be listed. Unlisted workers will not be allowed access, even if authorized by Releasor to work at Sun Harbor.

**Compliance With Clean Marina Protocols, Wharfage Contract Terms, Rules and Regulations, and Applicable Statutes, Regulations and Ordinances.** The parties agree that marine pollution is of critical importance to everyone residing in or visiting the area. The Releasor understands that, accordingly, the Owner has and is engaging in an affirmative, ongoing and concerted effort to protect and improve the marine environment in and around the Premises.

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These efforts include participation in the Clean Marina Program, which requires adherence to guidelines specifically designed to minimize the potential for damage to the marine environment. The Owner's Premises has been certified as a "Clean Marina" by Clean Marinas California. It has therefore adopted certain best management practices designed to preserve, protect and improve the local marine environment, which have been incorporated into its wharfage service contracts with boat owners, and Rules and Regulations incorporated therein. The Company acknowledges it has received a copy of such wharfage service contract and the incorporated Rules and Regulations. The Company is responsible for becoming familiar with the wharfage contract terms and Rules and Regulations, and for ensuring its Workers are familiar with and comply with all such terms, and any and all Rules and Regulations which pertain or refer in any way to the work or other tasks he or she intends to accomplish while on the Premises. The Individual Releasor agrees to likewise familiarize himself/herself with and abide by all such terms and Rules and Regulations.

Certain federal, state and local statutes, regulations and/or ordinances prohibit unlawful discharges into or other contamination of navigable waters, including the waters located at the Premises. Releasor is contractually obligated to familiarize himself/herself/itself with these statutes, regulations and ordinances, and the Company is duty bound hereunder to ensure its Workers fully comply with them at all times, and it hereby agrees to indemnify, protect, defend and hold the Owner and its officers, directors, owners, employees and agents from and against all liability arising from or occasioned by a failure of the Company or its Worker(s) to comply with such statutes, regulations and ordinances. Owner also agrees to instruct its Workers to comply with any and all posted signs pertaining to pollution or other environmental restrictions. The Individual Releasor also agrees to comply with all such restrictions.

**Company Liable for Property Damage Occurring On Premises.** Releasor agrees to pay the Owner, upon written demand, all sums associated with damage caused or occasioned by the presence of a Company Worker(s) on the Premises, including but not limited to damages resulting from the use or misuse of electrical or any other equipment or appurtenances located on the Premises. The Company further agrees to pay to the owner(s) of vessels or other third parties, following their demand, all sums associated with damage to vessels or other property, not owned by the Owner of the Premises, which are caused or occasioned by the presence of a Company Worker.

**Business License Required.** Only licensed businesses may be permitted access to the Premises. Releasor must provide Owner with current County of San Diego Business License before requesting access to Premises.

**Specified Hours of Access.** Releasor is permitted onto the Premises to work only during working hours for marina personnel, which are: Monday through Saturday 9:00 a.m. to 5:00 p.m. (Work permitted on Sunday during Summer months only).

## **Parking**

***Parking for contractors is not permitted on the premises at any time. Any unauthorized vehicles parked in the SHM parking lot will be towed at owner's expense.***

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**Insurance and Waiver of Subrogation Rights.** The Owner does not maintain insurance for the benefit of the Company or the below identified individuals. Permission to enter the Premises is therefore strictly conditioned upon the Company's presentation (or that of the Individual Signor) to the Owner of a Certificate of Insurance evidencing existing and current general liability insurance (both Marine General Liability [MGL], and Ship Repairer's Legal Liability [SRLI] must be included) naming the Owner as an additional assured, with a minimum per occurrence in the amount of \$500,000. This insurance must be placed with underwriters maintaining an A.M. Best, Standard & Poors, Wiess Research, Duff & Phelps, Moody's Investors Service] rating of A- or better. The Company shall instruct its brokers and underwriters to immediately inform the Owner in writing in the event the coverage under any policy under which the Owner is an additional assured is modified, terminated or will not be renewed.

In the event the Company is required by statute or other legal compulsion to maintain worker compensation insurance coverage for employees, permission to access the Premises is premised and conditioned upon the Company's presentation to the Owner of a Certificate of Insurance or other written document acceptable to the Owner, evidencing the existence of current worker compensation coverage. If the Company is self insured for purposes of worker compensation requirements, it shall provide to the Owner written evidence such self insurance has been approved by all governmental agencies vested with jurisdiction over such insurance matters.

Relesor further agrees to waive any right or claim against the Owner for damage sustained by the Individual Signor, or the Company or its employees, agents or other persons entering the Premises at the request or for the benefit of the Company or Individual Signor, for any damage or loss covered under any worker compensation, general liability or other insurance policy, and Relesor agrees to cause its insurance carriers to waive their respective rights of subrogation with respect to the same, and to so notify the Owner.

**Qualified Exoneration From Liability.** In consideration of the Owner granting permission for the below indicated Individual Signor or Worker(s) to enter on the Premises for the below stated purpose, the Relesor agree(s) to indemnify, protect, defend and hold the Owner and its employees, officers, directors, owners, agents and successors harmless from and against all actual or potential liability and claims, however arising, for any and all property loss, property damage, personal injury or death sustained by the Individual Signor, the Company or any Worker occurring at any time and by any cause while on the Premises, even if such loss, damage, injury or death is caused or occasioned by conduct or negligence of the Owner, including its employees, officers, directors, owners and agents. This duty of indemnity includes the duty to pay all costs of suit (including attorneys' fees for counsel satisfactory to Owner), penalties, fines, judgments and all other costs arising from or in any way related to such liability or claims.

**Liability for Gross Negligence/Willful Misconduct Not Disclaimed.** Although it is agreed that that the liability of the Owner's and its employees, officers, directors, owners, agents and successors, whether sole, concurrent, contributory or both with the Relesor is above disclaimed, nothing in this document is intended to, or shall, exonerate the Owner for damage, injury or death resulting from its gross negligence or willful misconduct, which shall, however, not be presumed and must be affirmatively established.

**Dispute Resolution -- Other Terms:** Company shall notify Owner immediately if a Worker is no longer employed by it. Should the Company neglect to do so, it agrees to continue to indemnify,

protect, defend and hold the Owner harmless from and against all liability actually or potentially arising from or occasioned by the presence of such former Worker on the Premises. Unauthorized Workers will be ejected from the Premises and not permitted back in the absence of the written permission of the Owner. Workers are not permitted to consume or be under the influence of alcoholic beverages while on the Premises. Should the Releasor not wish to be bound by the terms providing for the Owner's qualified exoneration from liability, such term may be removed from this Agreement only upon the payment by the Company to the Owner of a sum to be reasonably negotiated, which represents the estimated increased liability exposure of the Owner entering into this Agreement in the absence of the above exoneration terms.

Should a dispute arise between the parties which refers, relates or implicates this Agreement, such dispute shall be submitted to a mutually selected Mediator. If the parties cannot agree on a Mediator, they shall each nominate one Mediator, and these two Mediators shall together be charged with collectively selecting a third Mediator, who shall serve as the Mediator of disputes between the parties. The parties shall each bear the expenses associated with the Mediator they nominate in connection with his/her efforts in selecting a third Mediator. If mediation is unsuccessful in resolving the dispute, the parties agree to submit the dispute for resolution by way of binding arbitration. The Arbitrator shall be chosen using the same methodology utilized in choosing the Mediator. Mediation and arbitration, if any, shall occur within San Diego County, California. The Arbitrator shall decide the dispute by applying, to the fullest extent applicable, the maritime law of the United States. His/her decision shall be final, binding, non-appealable, and reducible to a judgment by a Court of competent jurisdiction. He or she shall be empowered to determine a "prevailing" party, and to include as part of the damages awarded a sum equal to the costs and attorneys' fees incurred by the "prevailing" party. The fees charged by the Mediator and Arbitrator, if any, shall be divided equally between the parties.

No right or duty of the Releasor which is created by this Agreement may be transferred without the written approval of the Owner. This Agreement is the product of all parties to it, and it is agreed that in the event any term is found to be ambiguous, such ambiguity shall not be construed against either party. This Agreement embodies and constitutes the complete and entire understandings and agreements of the parties. No oral promise or agreement not reflected herein shall be enforceable. This Agreement may be modified only by written agreement of the parties.

Waiver of any provision or condition herein by the Owner shall not be deemed to be a continuing waiver or a waiver of any other provision or condition. The exercise for failure to exercise any remedy provided herein for any breach hereof shall not be deemed as a waiver of the Owner's right to exercise that or any other remedy specified herein or available at law, in equity and/or in admiralty.

If the person signing below does so on behalf of the Company, by signing below he/she signifies he/she has obtained all necessary authority to execute this Agreement on behalf of the Company. The person(s) signing below affirms that he/she has read this Agreement and agrees all the above terms, including those relating to the qualified exoneration of the Owner from liability, and those requiring adherence to posted safety precautions [and compliance with Clean Marina Rules and Regulations]. In the event any term herein shall be determined by a court of competent jurisdiction to be unenforceable, all other terms herein shall remain fully enforceable.

**FOR INDIVIDUAL SIGNOR**

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Print Name (Last, First)      Telephone No.      Fax No.      E-Mail

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Signature      Date

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**FOR COMPANY RELEASOR**

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Print Name (Last, First)      Telephone No.      Fax No.      E-Mail

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Signature      Date

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Company      Position with Company

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Company Address: Street, State, Zip Code

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Print Name of Worker (Last, First)

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Print Name of Worker (Last, First)

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Print Name of Worker (Last, First)

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**Purpose for Access (type of work):**

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## RULES AND REGULATIONS

Note: These Rules and Regulations constitute an integral part of the Contract for Private Wharfage. They are for the benefit the Marina and all of all those who maintain a vessel at the Marina. Boat owners are requested to notify the Marina of any unsafe or hazardous conditions that come to their attention.

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1. **Water/Power Lines.** Water, telephone, cable or power lines shall not cross main head walks.
2. **Safe Mooring.** All boats shall be moored in a safe manner.
3. **Vessel Inspections.** The Marina reserves the right to inspect all boats to determine if they are properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations.
4. **Fishing/Swimming.** Fishing or swimming from Marina premises shall not be permitted.
5. **Bicycles/Skates, Etc.** No person shall roller skate, roller blade, skateboard, ride bicycles, motor scooters or motorcycles on the docks or gangways located at the Marina.
6. **Projections Beyond End of Berth.** The maximum distance by which any boat (including all extensions such as swim steps, booms, bait tanks, etc.) may project beyond the end of the berth into the waterway, unless otherwise authorized by the Marina in writing shall be 3 feet. No part of the boat shall extend over the main head walk.
7. **Electrical Connections.** In accordance with the National Electrical Code, Article 555, all connections made to the Marina receptacles shall be U.L. approved weatherproof, three wire, grounded type. Wiring must be of adequate size for the power provided. Cords may not be affixed to the docks.
8. **Children.** Children under 12 years are not permitted on floats without the immediate presence of their parents or other responsible adults. Non-swimmers or toddlers are requested to wear life jackets when on the docks or boat decks. Children under 18 must have adult supervision while on the Marina docks.
9. **Notification of Unsafe Conditions.** Tenants shall promptly notify Marina of any unsafe or hazardous condition that comes to their attention.
10. **Hazardous Activities/Barbecues.** All high-risk fire hazards, i.e., refueling boats at dock side, storing flammable material on docks, etc. is strictly prohibited. Barbecues are strictly prohibited on all dock areas. Use of charcoal barbecues is not allowed on vessels.
11. **Discharges from Vessels/Disposal of Liquids.** No tenant shall throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, oily bilges in to water or Marina premises. All such matter shall be deposited at appropriate disposal sites. Vessels with automatic bilge pumps shall be maintained in such a manner as to prevent the discharge of contaminants overboard. Marina prohibits the use of detergents and emulsifiers on fuel or oil spills. Marina requires tenants to use oil-absorbing materials in vessel bilges and in boat slips. In the event of a spill, the Vessel Owner is required to clean it immediately, and if necessary retain the services of a professional pollution response company. Marina prohibits open containers of paints or other maintenance supplies on the docks. Liquids must be stored only in sealed containers aboard the Owner's vessel or off the Marina's premises.
12. **Use of Chlorinators.** Use of boat toilets not equipped with chlorinators or effluent treatment or storage devices shall not be permitted within the Marina. The Marina reserves the right to inspect all boats for installation and proper operation of such devices.
13. **Laundry.** There shall be no laundering or drying of wearing apparel or towels on deck or rigging at the Marina. Washers and dryers are available at the restroom facilities near the Marina Office.
14. **Noise and Conduct.** Owner shall not make or allow any disturbing noises on the docks or anywhere on the premises, with particular emphasis between the hours of 10:00 p.m. and 7:00 a.m., either by Owner or his/her family or guests, nor shall Owner permit such persons to engage in any conduct which will interfere with the rights, comforts or convenience of others. The activities and conduct of Owner and/or Owner's family while on the Marina's property must be reasonable at all times. Except for entering or leaving the slip or as necessary in an emergency, main engines, power-generation equipment, or other noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. without prior permission from Marina. Halyards shall be secured to eliminate noise. Owner assumes full responsibility for his/her guests' conduct and agrees to be held jointly and severally liable for all consequences of his/her guests actions or misconduct. Owners are not permitted to have parties on the dock without prior consent of the Marina.
15. **Engine Operation.** Engines may not be operated in gear while boats are secured to dock. Unnecessary operation of engines in the slip shall not be permitted.

16. **Speed Limit.** The speed limit within Marina is steerage only, with no wakes and not greater than 5 knots.

17. **Improper Vessel Handling.** Improper or unsafe boat handling shall be just cause for immediate termination of the Owner's Maritime Wharfage Contract.

18. **Use of Floats.** The use of docks/floats to store or place supplies, materials, accessories, or gear of any kind shall not be permitted within the Marina.

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19. **Boarding Steps and Other Dock Obstructions.** Anything left on docks or other areas of the Marina pose potential hazards to all on the premises. The safety of those on Marina property is a matter of paramount importance. Therefore, apart from approved boarding steps, nothing may be left on the docks or other places located on the Marina's premises. If not stored aboard Owner's Vessel, water hoses may be coiled and placed on the hook provided on the electrical pedestal. Hoses must be disconnected from the dockside connection and the vessel at all times when not actively being used. Power cords may not be placed on docks, and instead must be placed within raceways existing in the docks. Temporary, removable, non-affixed, non-secured dock steps used for ingress to and egress from a vessel shall not be wider than one-half (1/2) of the width of the finger to which the Vessel is moored, and no more than three feet in length. The steps must be of a light weight construction and approved in advance by the Marina. The Marina reserves the right to prohibit storage within dock steps.

20. **Vessel Repairs.** Apart from work accomplished wholly below decks, no rebuilding, hull painting, sander use, spray gun use, overhauls or other refurbishment efforts are permitted. However, normal and customary maintenance shall be permitted.

21. **Damage to Marina Property.** Each tenant will be held responsible for any damage to the Marina premises and/or structures (including docks, ramps, electrical pedestals and/or utilities) caused by tenants, his guests, agents and/or employees.

22. **Repair of Damages Caused by Owner.** Such damage will be repaired or corrected solely by Marina at the expense of the tenant.

23. **Offensive or Harmful Conduct.** Disorder, depredations or indecorous conduct by tenant or his visitors that might injure a person, disturb other berth tenants, cause damage to the property or harm the reputation of the Marina shall be just cause for immediate termination of the Vessel Owner's Maritime Wharfage Contract.

24. **Solicitations.** It shall be unlawful for any unauthorized person to solicit business or offer for sale goods, wares, merchandise or services, or solicit orders for such sales on the premises of the Marina.

25. **Posting of Signs.** Unauthorized advertising signs, for sale signs or notices are prohibited aboard any boat in the Marina or on Marina premises.

26. **Commercial Use of Vessel.** Use of any boat moored at the Marina for commercial purposes is not permitted without the prior written approval of the Marina.

27. **Responsibility for Damages.** The Marina is not responsible for any losses on or damage to boats at the Marina. Each tenant will be held responsible for damage which he and/or his boat may cause to other boats or structures in the Marina.

28. **Small Boat Storage.** With respect to all slips under 38 feet in length, sabots, inflatables, kayaks, canoes, dinghies and other auxiliary craft must be stored on the Vessel. With respect to slips 38 feet and larger, Owner may place one dinghy in the slip, provided that it does not protrude beyond the confines of the slip. None of these types of small boats may be launched from Marina docks unless the Owner of such boat(s) is entitled as a party to a current and valid Maritime Wharfage Contract to use the Marina's dock space.

29. **Amendment of Rules/Statutes/Regulations.** The Harbor Ordinances, Marina Rules and Regulations set forth herein and as they maybe amended from time to time and all other regulations established by regulatory bodies having jurisdiction shall form a part of the Maritime Wharfage Contract as though printed herein.

30. **Television Antennas.** No television antennas will be permitted on Boats moored in the Marina.

31. **Unauthorized Moorage.** No boat may be moored at Marina unless a current Maritime Wharfage Contract is in effect between the Owner of said boat and the Marina.

32. **Use of Approved Equipment/Alterations to Docks & Premises.** All equipment used on floats by tenants (dock wheels, boarding ladders, etc.) must be of a type approved by Marina. Boat Owners may not install additional dock lockers, fenders, bumpers, rub rails, rollers or in any way make alterations to the dock and fingers. All installations must be approved by the Marina on an individual basis. All installations on the floats shall be installed by Marina personnel. Cost of such additional installations will be charged to the slip tenant.

33. **Transfer of Interest in Vessel.** When a slip tenant sells or otherwise transfers his interest in his boat, he may, upon prior approval of the Marina, continue renting the slip providing he obtains another boat of appropriate size and condition within 30 days. Failure to do so, or otherwise make arrangements with the Marina, will result in the cancellation of Owners Boat Berthing Agreement.

34. **Parking.** The Marina will upon request issue parking permits for each passenger vehicle owned by the Owner. However, only one parking space is provided and allowed for each slip at the Marina, unless otherwise authorized by the Marina in writing. Therefore, Vessel owners may park only one vehicle in a parking space, even if they have been issued more than one parking permit for multiple vehicles. If a vessel Owner will be aboard his or her Vessel but not occupying a parking space at the time, one guest of the Owner may be issued a temporary parking permit, which shall be available at the Marina Office. It is understood and agreed that any vehicle parked for more than 72 hours is subject to being towed at the owner's sole expense and risk. Parking is permitted only in spaces expressly marked for use by Sun Harbor Marina. Vehicles parked in any other space, which are not controlled by the Marina, are subject to being immediately towed. The washing and maintenance of vehicles in the parking lot is prohibited.

35. **Maintenance of Slip and Surrounding Environs.** Owner agrees to maintain the Slip, the walks, floats, ramps, gangways and docks in, about and surrounding the Slip in a neat, clean and unobstructed condition at all times. Should it become necessary for Marina to maintain the area in said condition, it will be done at Owner expense.

36. **Disposal of Refuse:** Owner shall not deposit into any garbage can or other receptacle located on Marina property any of the following: (1) paint, varnish, thinner, non-edible oil or other flammable or hazardous materials; (2) vessel parts, including but not limited to engine machinery parts, interior parts, fastenings or upholstery; or (3) any item weighing in excess of 20 pounds.

37. **Pets.** No pet is permitted on the Marina's premises unless the Marina Manager meets and approves the presence of such pet, in advance. Before any approved pet shall be permitted on the Marina's premises the Owner shall first provide the Marina Manager with the following: (a) a photograph of the pet; and (b) a writing identifying the type and breed (if any) of the pet, and the license number (if license is required for the pet) and identity of entity issuing the license. Unless actually aboard Owner's Vessel, all pets must be attended at all times and shall be on a leash or in a cage during transit. No pet may be tied or otherwise secured to any part of the premises. Owner shall endeavor to prevent pets from defecating or urinating on Marina premises. If a pet fouls the premises despite the Owner's efforts to prevent it, Owner shall immediately clean the area and properly dispose of waste. Marina shall be the sole judge of whether owner's efforts to control animals and pets are adequate. Animals may not be left unattended aboard Owner's vessel for any period exceeding 12 hours. Any violation of this Rule pertaining to pets while on the Marina's premises shall be deemed material, and in such event Marina may immediately terminate any authority granted permitting the pet on the premises and/or immediately terminate the Owner's Contract for Private Wharfage.

38. **Hose - Nozzles.** Hoses present on a dock can present a trip hazard, and hoses can burst if deteriorated and the water is turned on. Hoses therefore may not be connected or placed on docks unless they are actively being used. When not in use they must be stored aboard the Owner's vessel. If not stored aboard Owner's Vessel, water hoses may be coiled and placed on the hook provided on the electrical pedestal. Automatic shut-off nozzles must be attached to hoses in order to conserve water.

39. **Working on Vessel.** That apart from ordinary maintenance, no work involving the Vessel may be accomplished while at the dock or otherwise on Marina property. Prohibited work includes, but is not limited to, hull painting, heavy sanding, use of paint remover, spray guns, or the burning of paint on the topsides or above the decks. Vessel Owners are required to recover and dispose of all sanding dust. Work of any kind aboard the Vessel, including routine maintenance (as limited above) to be undertaken by other than Owner, must be approved in advance of such work, in writing, by the Marina. Contractors hired by Owner to work on the Vessel must be approved by the Marina prior to the commencement of such work, and each such contractor must maintain and provide proof of liability insurance in an amount of at least \$500,000. and workmen's compensation for employees. Owner further agrees to comply with all posted rules and regulations of the Marina and/or all other governmental entities insofar as such rules and regulations pertain to mooring, berthing and other uses of facilities and waters in the San Diego, California area.

40. **Flammable Materials.** Neither Owner nor anyone acting on his/her behalf shall burn paint or use flammable materials without the prior written consent of the Marina. Owner agrees not to store any flammable materials anywhere on the Marina premises, including within any boarding steps, except that as deemed necessary by the Owner such materials may be placed below decks aboard Owner's vessel, at his or her sole risk and liability.

41. **Fishing and Fish Cleaning.** Fishing is not allowed in the Marina under any circumstances from boats or docks. No fish cleaning is permitted on the docks or in the slips.

42. **Articles Left in Storage Locker.** The Marina is not responsible for any article remaining in Owner's storage locker once Owner has moved his/her Vessel or abandoned his/her Vessel. Owner further agrees that the Marina, in its exclusive discretion, may remove and dispose of any such articles left behind in which case all proceeds derived from such disposal, if any, shall become the sole property of the Marina.



43. **Storage of Equipment.** Owner shall not store or leave any items on the floats, docks, fingers or landings, including plants, bicycles, dinghies and other items. Bicycles must be stored on the Vessel or on any dedicated bike rack the Marina elects to provide.

44. **Sleeping on boat.** Independent contractors are prohibited from sleeping aboard the boat at the Marina .

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45. **Maintenance Best Management Practices.** Owner and Owner's contractors must adhere to the following procedures. Sun Harbor Marina is a certified "Clean Marina" and failure to follow these policies /procedures will result in immediate termination of the Owner's Maritime Wharfage Contract:

**Policies.**

1. All contractors, independent contractors and self-employed boat workers hired by Owner must show proof of insurance in the amount of \$500,000, a current business license, workmen's compensation for employees, complete and sign a Premises Access Agreement, and register with and receive prior approval from the Marina before beginning work on the Marina's premises. Marina requires the use of Best Management Practices for a clean environment. Work is limited to business hours, 9 a.m. to 5 a.m. Monday through Saturday (Sunday work permitted only during Summer months)

2. Owners may undertake basic boat projects as needed to maintain their vessel's safety, appearance and utility.

3. New or substantial work must be approved by the Marina prior to undertaking the project.

4. All Owners are reminded that the Marina is a recreational area and not a boat yard or repair facility.

**Engines and Bilges/Disposal of Contaminants, Parts, Etc.**

1. Use absorbent bilge pads to soak up oil and fuel.

2. Do not discharge bilge water if there is a sheen to it.

3. Recycle oil and fuel products properly (Please see #5 below).

4. Dispose of absorbent pads and filters properly (Please see #5 below).

5. Do not dispose of any fuel, paint, oil, other liquid waste, absorbent pads/rags, batteries, engine parts, or other contaminated materials into the Marina's trash dumpster. These materials must be removed from the Marina's premises and disposed of properly at a facility authorized to dispose of such materials.

**Painting, Varnishing and Bottom Paint.**

1. Limit the amount of open solvents or paints on the docks to one (1) gallon at a time.

2. Always mix paints and epoxy over a tarp.

3. Always pan or drop cloth.

4. Use up remaining bits of paint by spreading it on an old board.

5. Spray painting is not allowed in the marina.

6. Do not dispose of any paint, oil, varnish, absorbent pads/rags or other contaminated material into the Marina's trash dumpster.

7. Marina recommends the use of non-toxic, biocide free bottom paints.

8. Bottom cleaning must utilize Best Management Practices to minimize bottom paint discharge.

9. Vessel Owners are encouraged to use environmentally friendly hull cleaning companies who use Best Management Practices and monitor their divers.

**Surface Preparation.**

1. Use biodegradable soaps, cleaners and teak cleaners approved for ocean waters.

2. Liberally use tarps to capture all scrapings, debris and drips. No material may enter the water.

3. Use vacuum power sanders, vacuum all dust and debris. No material may enter the water.

**Sewage.**

1. Untreated sewage or refuse must never be discharged into the harbor waters.

2. Store sewage in holding tanks and dispose of sewage properly at pump-out stations.

3. Never discharge Type I sewage while moored in the Marina.

4. Use shore-side restrooms as often as possible, rather than toilets aboard vessels.

**Solid Waste Disposal.**

1. Dispose of all garbage in proper shore-side dumpster.

2. Let empty cans dry thoroughly before disposing of them into trash dumpster.

3. Please recycle green, brown and clear glass, newspapers and aluminum products.

**Chemical Storage.**

1. Purchase only the amount of chemicals/paints you need for a project.

2. Review storage of paints, varnishes, solvents, and chemicals every six months. Properly dispose of old or unnecessary products.

3. Do not store more than two gallons (total) of these products on your Vessel.

4. Never store any of these products in dock steps.

Contact the Marina Office for Recycling Locations, Pump-Out Station Locations, and Commercial Pump-Out Services

Worker's Initials or Signature: \_\_\_\_\_