

**APPLICATION AND MARITIME CONTRACT FOR PRIVATE WHARFAGE  
SUN HARBOR MARINA**

Name of Vessel Owner(s): \_\_\_\_\_

*Note: Vessel may be owned by no more than two owners. If vessel is owned by an LLC provide member names, contact information and attach LLC documentation:*

Owner's Mailing Address: \_\_\_\_\_  
[USPS/Private Mailbox Not Accepted]

Cell Phone No.: \_\_\_\_\_ Alternate Phone No.: \_\_\_\_\_ Add'l Phone No.: \_\_\_\_\_

Owner Email(s): \_\_\_\_\_

Emergency Contact: (Name, Address, Phone No.): \_\_\_\_\_

Owner's Driver License No.: \_\_\_\_\_ Owner's Social Security No.: \_\_\_\_\_

Vessel Name \_\_\_\_\_ Make \_\_\_\_\_ Year: \_\_\_\_\_

Length Overall \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_ Hull No.: \_\_\_\_\_ CF/Documentation # \_\_\_\_\_

Propulsion:  Power, Single Screw  Power, Twin Screw  Sail Rigging  Gas  Diesel  Electric

Dinghy Make.: \_\_\_\_\_ (Length) \_\_\_\_\_ (Beam) \_\_\_\_\_ Documentation # \_\_\_\_\_

Vehicles: (Make/Model) #1 \_\_\_\_\_ License Plate/State \_\_\_\_\_

(Make/Model) #2 \_\_\_\_\_ License Plate/State \_\_\_\_\_

Previous Mooring Location \_\_\_\_\_

Fees/Deposits: Wharfage Fees Prorated for First Month \$ \_\_\_\_\_

Subsequent Monthly Wharfage Fee \$ \_\_\_\_\_

Slip Security Deposit \$ \_\_\_\_\_ Move in Date: \_\_\_\_\_

Key & Parking Permit Deposit \$ \_\_\_\_\_

Monthly Fee for Approved Live-Aboard\* \$ \_\_\_\_\_ Assigned Slip Number: \_\_\_\_\_

**(\*Living Aboard does not create Residential Tenancy and is not permitted without Marina permission and execution of a Live Aboard Addendum.)**

**Term of Contract: Month to Month**

Identify Holders of Any Mortgage  
& Other Liens Against Vessel \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)

Vessel Insured By: \_\_\_\_\_ (Insurance Co. Name)

Insurance Agent: \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

This Maritime Contract for Private Wharfage (the "Agreement") is executed this \_\_\_ day of \_\_\_\_\_, 202 \_\_, between Sun Harbor Marina Partnership, dba Sun Harbor Marina (the "Marina") and the Owner(s) identified above, and whose signature(s) appears below (hereafter individually and collectively referred to as the "Owner"). This Agreement does not become effective or enforceable until Owner's application has been approved and this Agreement has been executed by an authorized Marina representative. It is understood and agreed this Agreement is a commercial contract and does not create a bailment or a residential landlord tenant relationship. The terms of this Agreement appear above, the below Contract for Private Wharfage - Additional Terms, and in the Rules and Regulations, all of which are integral parts of the Agreement and are fully incorporated herein. *It is understood that this Agreement specifies rights and obligations of the parties to this Agreement, and that it contains important terms, including ones limiting the Marina's liability or exonerating it from liability.* By signing below Owner affirms he/she is legally permitted and authorized by all owners of the above described Vessel (the "Vessel") to enter into this Agreement for their benefit and the benefit of the above Vessel. Owner shall signify by signing where indicated below that he/she has received a complete copy of this Agreement, has read it and agrees to abide by all its terms. In addition, for the convenience of vessel owners, copies of this Agreement are available at the Marina Office upon request.

Vessels Owned By Business Entity: If the Vessel is owned by a partnership, a corporation or other business, the Marina reserves the right to restrict the number of persons allowed to access the Marina. If the Vessel is owned by a partnership all partners must be identified in this Agreement as a "Vessel Owner," and each such person must be listed on the insurance policy required by this Agreement. If the Vessel is owned by a corporation, partnership or other entity and the partners or entity ownership changes, Vessel Owner must notify the Marina with 10 calendar days following such change, and a new Contract for Private Wharfage must be signed. If the Vessel is owned by a corporation or other entity legally required to register with the State in which it is organized, such entity must at all times remain in good standing with the Secretary of State or other governmental agency charged with governance of such entities.

Dated: \_\_\_\_\_  
Vessel Owner's Signature \_\_\_\_\_

Dated: \_\_\_\_\_  
Authorized Marina Representative \_\_\_\_\_

## **CONTRACT FOR PRIVATE WHARFAGE - ADDITIONAL TERMS**

### 1. Slip Assignment and Relocation of Vessel Owner's Vessel.

(a) Slip Assignment. For the Term of this Agreement the Marina hereby assigns to Vessel Owner the slip identified above (the "Slip") for Vessel Owner's exclusive use in connection with the Vessel described herein. Owner understands that he/she is not allowed to locate any vessel other than the one specified above in the assigned Slip, except that if (and only if) the assigned slip is 38-feet or longer Owner may also maintain one dinghy in the assigned Slip. The Marina must approve, in advance, all dinghies to be located in any slip.

(b) Vessel Relocation. Vessel Owner may relocate to another slip only upon obtaining the advance written permission of the Marina. Marina shall have the right at any time in its sole discretion and without compensation to Vessel Owner, to relocate Vessel Owner's Vessel to a different slip, at Vessel Owner's sole risk and expense. The Marina shall in such event provide at least seven (7) calendar days advance notice, requesting the Owner move the Vessel from her assigned Slip to another location. Vessel Owner further agrees that Marina shall have the right, in the event of emergency or operational necessity, to immediately, and without prior notice to Vessel Owner, relocate Vessel Owner's Vessel to another slip or end tie. Vessel Owner hereby grants to Marina permission in the event of an emergency or operational necessity, and also if Vessel Owner fails to move his/her vessel after receiving the above seven (7) day notice of relocation, to board the Vessel for the purpose of moving her to another slip. Notwithstanding the above, if Owner's Vessel is in a sinking condition, in a state of disrepair as determined by the Marina, or if she is deemed by the Marina to pose a health, safety or pollution risk, the Marina may, but is not required to, remove the Vessel from the water and dry store her, without prior notice to Owner, both at Owner's sole risk and expense. If for any reason the assigned Slip is changed, Vessel Owner must execute a new Contract for Private Wharfage or an Addendum reflecting such change.

2. Prohibited Conduct. **Vessel Owner shall not commit or permit guests, agents or invitees to commit any waste, nuisance or indecorous conduct at any place on the premises which might disturb the quiet and peaceful use of the marina or surrounding areas by others.** Whether any given conduct constitutes a nuisance, indecorous conduct, or waste shall be within the Marina's unfettered determination.

### 3. Slip Condition and Use.

(a) Slip Condition. Vessel Owner acknowledges he/she has inspected the assigned Slip and surrounding areas, including walks, floats, ramps, and gangways and that they are in good, serviceable and suitable condition. Vessel Owner understands the Marina does not warrant the condition of the Slip or surrounding areas, and that, except as otherwise provided herein, users of the docks, ramps and all other waterfront areas do so at their sole risk.

(b) Slip Use. Vessel Owner shall not store any item on the dock, including but not limited to bikes, shoes, plants, vessel parts, rugs and tools. Vessel Owner shall maintain the Slip, floats, ramps, gangways and other areas surrounding the Slip in a neat, clean, clear and

unobstructed condition at all times. If Vessel Owner fails to do so, the Marina may do so, at Vessel Owner's expense.

4. Compliance With Agreement and Laws. Vessel Owner shall comply with all Rules and Regulations of the Marina and all statutes, regulations, ordinances or other requirements of the Coast Guard, the City of San Diego, the California State Water Resources Control Board and other governmental entities as such pertain to mooring, berthing and other use of facilities and waters within the Port of San Diego, California. In the event of a failure to so comply, Vessel Owner may be served with written notice listing violations and breaches, and may be required to immediately cease or cure such unlawful conduct, or to immediately remove the Vessel from the marina. In the event of a fine, levy, assessment or other liabilities being imposed by any state, federal or local governmental agency on the Marina as a result of or relating to a failure of a Vessel Owner to comply with the Rules and Regulations or other terms of this Agreement, or Federal, State or local governmental law, ordinances or regulations, such Vessel Owner shall, within seven (7) calendar days following the Marina's written demand, reimburse it for all such expenses.

5. Monthly Term. This is a **month-to-month contract** that may be terminated by either party by providing 30 or more calendar days advance written notice, in the manner specified below. Vessel Owner's right to occupy his/her assigned Slip is not automatically renewable, but can only be renewed if Vessel Owner abides by each and all of his/her contractual duties detailed in this Agreement, including the duty to make timely monthly payment of fees.

6. Utilities. Electricity is individually metered for each slip. Owner agrees to pay the base charge, even if his or her Vessel is not plugged in. Owner agrees that if he or she challenges the accuracy of the meter used to quantify the electricity used, he/she will pay all costs associated with verifying the accuracy of the meter.

7. Removal of Vessels During Boat Shows. It is understood and agreed that in the event the Marina participates in a boat show or similar event which requires its use of slips occupied by vessels, and the Marina provides 60 or more days advance notice, the Owners of such vessels shall be required to temporarily relocate such vessels for a period not to exceed one week, to accommodate such show or similar event. If a vessel is required to be moved pursuant to this term, the impacted owners will not be charged wharfage fees for the period their vessels are required to be absent from the Marina, and each such owner will be provided a credit on his/her account equal to two week's worth of wharfage fees.

8. Security and Performance Deposit. Vessel Owner agrees to pay to the Marina the amount of the Security and Performance Deposit specified above, to secure the faithful performance of Vessel Owner's obligations hereunder. In addition to all remedies that Marina may have under this Agreement, Marina may at its sole option and judgment apply such amounts of said Security and Performance Deposit Fee as are reasonably necessary to: (a) remedy Vessel Owner's default in payment of the fees and other charges due hereunder; (b) repair damage to marina property caused by Vessel Owner's or Vessel Owner's family, guests, agents or other invitees; (c) clean the berth/mooring/storage space; (d) pay attorneys' fees, litigation expenses and costs incurred in enforcing the Marina's rights and remedies relating to this Agreement; or

(e) to satisfy any other of the Vessel Owner's obligations hereunder. In the event this Security and Performance Deposit or any portion thereof is applied as provided herein, Vessel Owner agrees to deposit with the Marina, within ten (10) calendar days after written demand from Marina, an amount sufficient to restore said Security and Performance Deposit to its original sum. If the amount of the monthly wharfage fee is increased during any Term of the Agreement, Vessel Owner agrees to pay such additional sums as will cause the Security and Performance Deposit paid by him/her/it to equal the amount required by the Marina's then current monthly slip fee schedule. All Security and Performance Deposits are fully earned at the time of payment to Marina. Upon termination of this Agreement, any remaining portion of said Security and Performance Deposit will be returned to Vessel Owner within 30 days following the date the Marina has regained possession of the berth/mooring/storage space and is able to determine the amount of any refund due to the Vessel Owner. Vessel Owner may not use any portion of the Security and Performance Deposit as payment of the last month's wharfage fees. Marina shall have the right to combine said Security Deposit with other funds of the Marina. Marina shall not be obligated to, and shall not, pay interest on the Security and Performance Deposit.

9. Dock Keys and Parking Permit Deposits. Owner shall upon execution of this Agreement pay a \$50.00 deposit for each dock card key issued to Owner, \$5.00 for each metal key issued and \$20.00 for each parking permit issued. Marina reserves the right to limit the number of keys and permits issued. Such deposits shall be refundable upon return of the key(s) and permit(s) at the termination of the Agreement. A \$50.00 charge will be imposed for each dock card key replaced, \$5.00 for each metal key replaced and \$20.00 for each parking permit replaced. Should there be a violation of the terms and restrictions placed on use of card keys or other issued access devices, the Marina may immediately and without further advance notice disable key cards and other access devices, and revoke the Vessel Owner's right to use such cards and devices. The Marina reserves the right, as and when it deems prudent and without advance notice, to close off or deny key card access to portions of the marina which are not necessary for the Vessel Owner to access his or her Vessel.

10. Fee Structure. Wharfage fees shall be calculated based on the overall length of the Vessel (including but not limited to swim steps, boarding steps, davits, floats, bow sprits, anchors, dinghies, kayaks and other auxiliary watercraft), or the length of the Slip, whichever is longer. All vessels are subject to measurement by the Marina, and the wharfage fee will be determined by computations using the then current fee schedule. Vessel Owner grants permission for the Marina to board the Vessel, without liability, for purposes of verifying measurements of her length and beam. If at any time it is determined that the length of the Vessel is longer than specified above by the Vessel Owner, the Marina may charge, and Vessel Owner shall immediately upon demand reimburse the Marina, for any underpayment(s) occurring as a result of any incorrect representation as to the length of the Vessel.

11. Fee Increases. Vessel Owner understands that the Marina may increase wharfage and/or other fees at any time upon thirty (30) days' notice to Vessel Owner. The Marina shall provide notice of any fee increase in the manner specified below in "Tender of Required Notices(s)." Fee increases shall become effective thirty (30) days after written notification is sent. Adjustments in slip fees shall become effective on the first day of the calendar month next following. For example, if notice of an increase is provided on January 15, the new rates would

become effective March 1. Upon notification of an increase in fees, Vessel Owner may elect to provide 30 days written notice of termination of this Agreement. If the Marina elects to increase fees as herein provided, Vessel Owner may be required to either execute a new Contract for Private Wharfage or (at the Marina's option) execute an Addendum or other writing evidencing the new rate and any new or revised terms.

12. Total Sum Due -- First Month. The total due by Owner to Marina upon execution of this Agreement shall be \$ \_\_\_\_\_ (i.e., \$ \_\_\_\_\_ (prorated wharfage fees for first month), plus \$ \_\_\_\_\_ (security deposit) plus \$ \_\_\_\_\_ (key and parking permit deposits), plus \$ \_\_\_\_\_ (live aboard fee if Live Aboard Addendum fully executed).

13. Time and Place for Payment of Monthly Wharfage Fees/Credit Card Use. Owner shall tender all payments due hereunder to Marina at its office or via mail addressed to: Sun Harbor Marina, 5000 North Harbor Drive, San Diego, California 92106, or such other place as may be designated. Payments of all fees and charges are due on the FIRST (1st) Day of each month. Owner further agrees to pay as any additional fees any and all excise or other taxes that may be imposed or levied on or against the Vessel by any governmental agency and to maintain such taxes current. All Slip Fees not paid by the TENTH (10th) Day of the month shall be delinquent, and such delinquency shall constitute a material breach of this Agreement, in which event the Marina may immediately terminate this Agreement and pursue all remedies available in admiralty, at law or in equity. This Agreement shall terminate automatically and without further notice if for any reason the account for the Vessel becomes two or more months in arrears, in which event Owner shall immediately remove his/her Vessel from the Marina's premises. If the Vessel is not so removed, she will be regarded as a trespasser and wharfage fees will be assessed at the then current transient vessel rates. Owner shall, if requested by the Marina, provide credit card information to Marina, and Owner specifically authorizes the Marina to utilize such information to make charges against the credit card, should Owner's account become two or more months in arrears, and he/she specifically authorizes charges to continue to such card as necessary to maintain the account current.

14. Returned Checks/Late Payment. There will be a \$25.00 administrative fee charged for any check returned as un-payable, for any reason. After tender of a returned check Marina may require Owner to thereafter tender payment by bank check or money order. Failure to pay fees due by the TENTH (10TH) DAY of the month will result in a charge to Owner of 10 percent of all open charges.

15. Lien Against and Right to Chain Vessel. Owner understands the maritime law provides a vessel may be arrested by the U.S. Marshal to satisfy a maritime lien arising from the provision of maritime "necessaries," including wharfage services. *Owner specifically agrees that if fees due are not paid by the TENTH (10th) calendar day of each month or if the Owner in Marina's opinion has abandoned the Vessel, the Marina shall become entitled, without providing advance notice, to chain the Vessel to the slip where she lies, otherwise disable her, and/or move the Vessel to any other location in the water or on land and chain the vessel at her new location.* Owner specifically agrees that if the Marina elects to move, chain or otherwise disable the vessel as herein provided, Owner shall indemnify, defend and hold the Marina harmless from and against all liability arising from or in any way connected with the chaining, disablement or

movement of the Vessel. Owner shall in such event remain liable for the full amount of the monthly fees as they become due, notwithstanding the vessel has been moved and/or chained or disabled.

16. Right to Disable Access Keys. Owner agrees that if all fees due are not paid by the tenth day of a month in which they are due, or if Owner breaches any other obligation required by this Agreement, the Marina may, without advance notice or liability to Owner, disable Owner's access key(s). In such event, if for any reason Owner requires access to his/her Vessel, it can be obtained by personally requesting access at the Marina Office.

17. Termination/Removal of Vessel Upon Breach. *All terms of this Agreement are deemed by the parties to be material and fundamental to its purposes.* The Marina's obligation to provide wharfage under the Agreement may be unilaterally and immediately terminated by the Marina in the event of Owner's breach of any term herein, at which time Marina may pursue any or all of its legal, equitable and/or admiralty remedies. If Vessel Owner fails to perform any of the terms, conditions and promises as set forth in this Agreement, Vessel Owner immediately shall remove the Vessel from the Slip, shall remove all other of its personal property, if any, from the Marina, and shall surrender to the Marina the Slip and all keys to the Marina. If after termination of this Agreement by the Marina the Owner fails to remove his or her Vessel, such Vessel shall be regarded as a trespasser and wharfage fees will, without waiving objections to the Vessel's trespass, be charged based on the then current transient vessel rate. Assuming Owner has not breached any term of the Agreement, it can only be terminated by either party by giving thirty (30) days written notice of termination to the other. In terminating the Agreement pursuant to 30 days advance notice, the party terminating the Agreement is not required to specify any cause for the termination. Written notice of termination shall be sent in the manner specified below in "Tender of Required Notices." Oral termination of this Agreement shall NOT be effective. In the event the Vessel is vacated without the required 30 days notice, Owner shall be liable for thirty (30) days wharfage fees above any fees owing at the time of the Vessel's removal.

18. Rules and Regulations/Clean Marina Program. The Marina is committed to preserving the marine environment so others can continue to enjoy the unique and irreplaceable waters in which the Marina is situated. Accordingly, we participate in Clean Marina and other programs designed to preserve and protect waters in an around marinas. Many of the Rules and Regulations and other terms of this Agreement are intended to comport with best environmental practices, and to assure compliance with federal, state and local environmental protection statutes and regulations. Owner agrees that Marina's Rules and Regulations, which are incorporated herein, and the *current version* of the Rules and Regulations posted at the Marina, and any amendments thereto, are integral parts of this Agreement. Owner understands and agrees the Rules and Regulations may be modified by posting revised Rules and Regulations on the bulletin board located outside the Marina office. In such event, the revised/modified Rules and Regulations shall become effective seven (7) calendar days after they are so posted. Owner understands and agrees that Marina may provide notice of modifications to Rules and Regulations, alternatively or additionally, by way of written notification tendered by U.S. mail, in which event the modification(s) shall become effective the TENTH (10th) calendar day after such notification is deposited into the U.S. mails. Owner shall comply, and shall cause Owner's

family, agents, licensees and invitees to comply with the then current Marina Rules and Regulations. Should any such person violate any Marina Rule or Regulation, Marina may at its election either provide a warning or alternatively terminate this Agreement immediately, and give Owner notice to remove the Vessel from the Slip. If Owner fails to remove the Vessel from the Slip within five (5) business days following such notice, Marina may remove the Vessel from the Slip at Owner's risk and expense, retake possession of the Slip and take such other actions as provided herein and/or exercise remedies available at law, in equity and/or in admiralty.

19. Attorney and Collection Fees. It is agreed that in the event the Marina retains counsel to enforce its rights or remedies pertaining to this Agreement, whether or not a legal action is actually filed, attorneys' fees shall be recoverable by the Marina, together with all costs of any suit. If the Marina engages a collection agency to recover sums due hereunder, Vessel Owner agrees to pay all associated costs and expenses, in addition to other sums due pursuant to this Agreement. In any legal action or proceeding arising out of or relating to this Agreement, the Prevailing Party shall be entitled to recover all costs, expenses, and attorney fees incurred in connection with any such action or proceeding. For purposes of this Paragraph, "Prevailing Party" means and refers to the party who receives substantially the relief sought in such action or proceeding, as the same is determined by a Judge or other trier of fact.

20. Injury/Property Damage Caused by Irresistible Forces. Under no circumstances shall the Marina be held liable for any personal injury or property loss occasioned by fire, storm, theft, winds, acts of God or any other irresistible force.

21. Boat Workers. Companies and/or workers hired by Vessel Owner to accomplish tasks aboard a vessel are required to first visit the Marina Office and sign a Premises Access Agreement. Vessel Owners are required to so inform such workers. They are also required to carry liability insurance with minimum per occurrence policy limits of \$500,000 which names the Marina as an additional assured, have a business license or business tax certificate, and provide worker compensation insurance for employees. Independent contractors working on a vessel must provide proof of such liability insurance covering such worker. Any worker providing services under the auspices of a company will be regarded as an employee only if social security taxes are withheld from paychecks. The Marina reserves the right to require such proof of bona fide employment. Vessel Owner shall verify the existence of such insurance before permitting work aboard his/her Vessel. Vessel Owners shall instruct all those working on their vessels to do so in a manner that is professional and does not interfere with the enjoyment of those at the marina. Companies and/or workers hired to accomplish work aboard the Vessel may undertake such work only on weekdays (Monday through Saturday) between the hours of 8:30 a.m. and 5:00 p.m. They are additionally required to comply with the Best Management Practices specified in the below Rules and Regulations. All divers performing work on the Vessel must be registered with San Diego Unified Port District, and upon request by Marina personnel they shall present an identification issued by the San Diego Unified Port District. This is a private marina. The Marina reserves the right to refuse access to the marina with or without cause for any purpose that is not legally recognized as unlawfully discriminatory.

22. Assignment/Use of Slip Only By Designated Vessel. The Agreement and Owner's rights hereunder cannot be assigned or subleased by Owner without the advance written



approval of the Marina. Any attempt to do so may result in the immediate termination of this Agreement. Vessel Owner understands that he/she maintains no ownership interest of any kind in the marina, and that he/she is not permitted to represent or imply to any prospective buyer of his/her Vessel or to anyone else that the sale of the Vessel includes a right to occupy a slip at the marina.

23. Vessel Sale.

(a) Automatic Termination of Agreement Upon Vessel Sale. In the event Vessel Owner elects to sell or transfer any of his/her Vessel, Vessel Owner agrees to inform all prospective buyers and involved brokers that this **Agreement terminates automatically upon the sale or transfer of any ownership interest in the Vessel, or if she is chartered without the express written permission of the Marina,** and that the Vessel must (except as otherwise herein provided) vacate the marina prior to or simultaneous with the new owner assuming ownership rights. The Vessel Owner must accompany potential buyers when viewing the vessel.

(b) New Owner Submission of Application for Slip. If a prospective owner of the Vessel wishes to keep her at the marina, the Marina may, but is not required, to consider permitting the Vessel to continue occupying the Slip, pursuant to such terms and conditions as the Marina may in its discretion mandate, including such Slip transfer fee as the Marina may in its discretion require. Before the Marina will consider permitting the Vessel to continue occupying the Slip following a transfer of vessel ownership, the prospective new owner will be required to complete an application for review and approval at least 10 calendar days prior to the effective date of the sale, which approval the Marina shall be free to withhold for any reason or no reason.

(c) Failure of Vessel to Vacate Following Sale. *If Vessel Owner sells the Vessel and she does not vacate the marina at the time of such sale, and the new owner fails to apply for, or if his or her application is not approved by the Marina, the Vessel shall be regarded for all purposes as a trespasser, and the Vessel Owner executing this Agreement shall (in addition to any liability on the part of the new owner) remain liable for payment of wharfage fees at the Marina's then current guest or transient rate, and shall pay all legal expenses incurred by the Marina in connection with efforts to compel the Vessel to vacate the marina, including legal fees and costs incurred in foreclosing on maritime liens arising from arrearages in fees and/or the trespass of the Vessel.*

(d) Vessel Owner Tender of Termination Notice. If the Vessel Owner sells the Vessel, he/she must tender a 30-day notice of the termination of this Agreement. Vessel Owner shall remain responsible for paying fees due under this Agreement for 30 calendar days following such notice. If during such 30-day period the new owner will access the Vessel, the new owner must be added as an insured under the original Vessel Owner's insurance policy.

24. Marina Rights to Move Vessel During Construction, Renovation, Other Work.

(a) Vessel Owner to Move Vessel Following Notice. Vessel Owner understands and agrees that in order to accomplish maintenance, replacement and/or improvements to the docks, ramps and other marina components, or for other reasons, from time to time it might be necessary to move the Vessel temporarily to a location other than the assigned Slip. In the event it becomes necessary or desirable to move Vessel Owner's Vessel during such work, the Marina shall provide Vessel Owner at least five (5) calendar days' advance written notice. Within three (3) calendar days following Vessel Owner's receipt of such notice, which will be presumed three

(3) days after being tendered, Vessel Owner shall move his or her Vessel to the space the Marina designated in the notice, with all costs and risks to be borne by Vessel Owner.

(b) Marina Right to Move Vessel if Vessel Owner Does Not. If Vessel Owner elects not to move his or her Vessel or fails to do so within the period specified in the notice, the Marina and/or its designated agent shall be permitted to do so, and in such event the Marina shall invoice the Vessel Owner and Vessel Owner shall pay for the costs associated with moving the Vessel.

(c) Side-Tying and Rafting of Vessels; Limited Access to Vessel. Vessel Owner understands that in order to best accommodate the many vessel owners with yachts at the marina, it will be necessary during the course of such work to temporarily locate Vessel Owner's Vessel to another place within the marina, and that during such period the Vessel might be side-tied to a wharf or rafted together with another vessel or vessels, and that as a result the Vessel might not be readily accessible during the temporary period of relocation. It is also possible that during such work the Vessel will be inaccessible.

(d) Live Aboard Vessels. Vessel Owner agrees that if he/she is living aboard the Vessel and the Vessel is inaccessible during periods of reconstruction, repair, renovation or otherwise, the Marina shall not be required to provide Vessel Owner or anyone else living aboard with alternate living accommodations, or to reimburse Vessel Owner for any costs associated with an inability to live aboard the Vessel during such periods.

(e) Boarding of Vessels With Limited Access. Vessel Owner further agrees that, in the event his/her Vessel is not readily accessible and Vessel Owner desires access to the Vessel, he/she shall contact the Marina Office at least 24 hours in advance of the desired access time/date, in which event the Marina may but is not required to provide assistance in gaining access.

(f) Length of Time to Complete Work. Vessel Owner further understands that during periods of construction, renovation or other work it will be difficult or impossible to accurately predict how long such work will take, or how long the Vessel will be located in temporary accommodations.

(g) Reassignment of Vessels to New Slip Upon Completion of Work. The Marina reserves the right, following completion of such work, to assign the Vessel to any slip or space it deems suitable.

25. Marina Security. The Marina provides no security protection and assumes no responsibility whatever for the personal safety of Owner or his/her guests, or for the safety of any vessels or their appurtenances. If the Marina elects to do so, it is understood such security is solely for the protection of the Marina's property. Vessel Owner acknowledges and agrees that the Marina assumes no responsibility whatever for the personal safety of Vessel Owner or his/her guests, or for the safety or security of any vessels or anything on or around them, or other property located on the premises of the marina.

26. Release From Soot, Smoke, Oil or Wake Damages. Owner does hereby release the Marina from any and all claims, damages or liabilities arising out of the injury or damage to Owner, his/her guests or employees, or his/her Vessel or her contents, from soot, smoke, oil, wake or any other substance existing upon, in or over waters in Owner's anchorage or other portion of its premises in San Diego, California. Owner further agrees to indemnify the Marina and save it harmless against any liabilities the Marina may now or hereafter incur, and to

indemnify any third party against claims or expenses or loss out of injury or damage caused by such substances existing upon, in or over the water within Owner's anchorage or other portion of its premises at San Diego, California.

27. No Waiver of Marina Rights. Waiver of any provision or condition herein by the Marina shall not be deemed to be a continuing waiver or a waiver of any other provision or condition. The exercise or failure to exercise any remedy provided herein for any breach hereof shall not be deemed as a waiver of Marina's right to have that or any other remedy specified above for any other breach of the same or any other provision of this Agreement. Failure by Marina to exercise any of its rights under this Agreement or Marina's acceptance of fees or other monies after any default shall not be considered or construed to waive any right of the Marina or to affect any notice or legal proceedings theretofore given or commenced. No action taken by the Marina in equity or at law, whether in state or federal court, shall be construed as a waiver of the Marina's maritime statutory or contractual or other rights at law, in equity or in admiralty, including its right to recover as part of its lien directly against the Vessel all costs incurred in connection with collection of fees due under the Agreement, including attorneys' fees.

28. Registration/Documentation Proof. A copy of the California Vessel Registration (D.M.V.) or United States or foreign documentation must be on file in the Marina office, together with a current photograph of the Vessel. Vessel Owner shall tender to the Marina on a yearly basis, with or without prior demand therefore, a true and correct copy of the Vessel's then current state registration or federal documentation.

29. Liability Exoneration, or Limitation

(a) Liability Exoneration. **In the absence of gross negligence or willful misconduct by the Marina, which shall not be presumed and must be affirmatively established, neither it nor its affiliates and their respective officers, directors, employees, agents or employees shall under any circumstances whatsoever be charged with or liable for direct, consequential or any other damages arising from or directly or indirectly related to this Agreement, including but not limited to damages sustained aboard the Vessel, the docks or at any other location within the marina, no matter how occurring, by Vessel Owner or his/her family, employees, invitees, charterers, underwriters or other third parties, including but not limited to loss of or damage to the Vessel or any other personal property caused by theft, fire, storm, riots, strikes, collision, allision, defective electrical or other utility systems/parts, breaches of or other damage to fire and potable water lines, collision, allision, chafing, dock maintenance or faulty repair, or by reason of any other cause, or for personal injury or death, even if occasioned by the negligence of the Marina or its employees, officers or agents.** Vessel Owner agrees to indemnify, protect and defend the Marina and its affiliates and their respective officers, directors, employees, agents or employees from and against any and all actual or potential liability arising or potentially arising from any such damage, injury, death or other loss by Vessel Owner and/or his her family, employees, invitees, charterers, underwriters or other third parties. In the event Vessel Owner does not wish to be bound by the exonerations from and limitations of liability inuring to the benefit of the Marina hereunder, the Marina shall and does agree not to enforce any such provisions herein, provided Vessel Owner agrees to and does pay wharfage fees in a sum equal to the guest or transient rates currently in effect, or twice the current usual wharfage fees for non-transient

vessels, whichever fee is higher. If the Vessel Owner elects to pay the higher fee and opt out of the said exoneration and limitation terms, Vessel Owner must so notify the Marina in writing, and in such event it is understood all other terms and conditions herein shall remain fully enforceable. Nothing in this Agreement is intended to or shall be construed as exonerating the Marina from liability based on harm directly caused by its *willful* misconduct or *gross* negligence. Neither the Vessel Owner, nor any insurance company may settle any claim or potential claim against the Marina without its express written consent. The provision of this Paragraph 29 shall survive termination of this Agreement.

(b) Liability Limitation in Absence of Exoneration. The Marina contracts for wharfage and sets wharfage rates based on the insurance and limited liabilities as set forth herein. It is therefore agreed that in the event any exoneration or limitation of liability provided herein is determined by a Court of competent jurisdiction to be unenforceable, the liability of the Marina and its affiliates and their respective officers, directors, employees, and agents shall then be strictly limited to a sum equal to the per occurrence limit of the policy of insurance which the Vessel Owner is required hereunder to obtain naming the Marina as an additional insured. Vessel Owner accepts the above-described risks of property damage/loss, personal injury and death, and Vessel Owner agrees to purchase and maintain such insurance against such risks as Vessel Owner deems prudent and shall look only to said insurance for compensation for damages related to any such loss regardless of the legal or physical responsibility therefor. As to all such policies of insurance and all claims made thereon, for himself/herself/itself and his/her/its insurers, Vessel Owner specifically waives all right of subrogation against the Marina, its affiliates and their respective officers, directors, employees and agents. Nothing in this Agreement is intended to or shall be construed as exonerating the Marina from liability based on harm directly caused by its *willful* misconduct or *gross* negligence.

30. Registration/Documentation Proof/Vessel Photograph. A copy of the Vessel's state (D.M.V.) registration or United States or foreign documentation must be tendered to the Marina prior to locating the Vessel at the marina, as well as a current photograph of the Vessel. Vessel Owner shall provide copies of any changes or renewals within ten (10) days after any change or renewal occurs. Vessel Owner shall comply with reasonable requests by the Marina for additional documentation or other information pertaining to the Vessel's registration or documentation.

31. Insurance.

(a) Types and Minimum Amount of Required Insurance. Vessel Owner agrees, at his/her/its own cost and expense, to obtain and maintain throughout the term of this Agreement the following marine insurance in a form and with companies satisfactory to the Marina: (i) hull coverage insuring Vessel Owner's Vessel in an amount equal to the Vessel's fair market value, and (ii) Protection and Indemnity (P&I) coverage and/or liability, which includes an endorsement for pollution coverage, with coverage limits of not less than five hundred thousand dollars (\$500,000), naming the Marina as an additional insured.

(b) Provision of Evidence of Insurance; Other Insurance Requirements. Vessel Owner shall, before locating the Vessel at the marina, provide an original or a true and correct copy of the Vessel's Certificate of Insurance evidencing such coverage. All above insurance policies shall be issued by an insurance company or companies that are licensed to do business in the State of California and have a minimum A.M. Best & Co. rating of "A," and as reasonably

acceptable to Marina. All such insurance shall be issued on a primary and non-contributory basis, contain a waiver of subrogation in favor of the additional insureds and not be cancelable, terminable or subject to material change without thirty (30) days' prior written notice to the Marina. Vessel Owner shall be responsible, with or without demand, for tendering a copy of the Vessel's current Certificate of Insurance, so current copies are always maintained by the Marina. Vessel Owner agrees to provide written notice to the Marina of any change in insurance carrier, insurance agent or policy number, within five (5) days of the occurrence of any such change. If the Vessel Owner is granted live aboard privileges, the insurance coverage under the policy shall not be restricted in any way on account of such living aboard. In the event of a failure to maintain any insurance coverage required by this Agreement, or a failure to provide the Marina with proof of required insurance, such failure(s) shall constitute grounds for immediate termination of this Agreement by the Marina, without advance notice of its intention to terminate this Agreement.

32. Physical Inspection and Marine Survey.

(a) Marina Right to Inspect Vessel. The Marina reserves the right to inspect the Vessel before Vessel Owner is permitted to locate her at the marina, and from time to time thereafter, and to immediately terminate (or decline to execute) this Agreement if the Vessel is not in a condition that is, in the Marina's sole opinion, satisfactory and generally suitable to be located at the marina.

(b) Marina Right to Require Marine Survey. The Marina reserves the right to at any time require Vessel Owner to provide a copy of a marine survey of Vessel Owner's Vessel detailing the condition of the Vessel, which is prepared by an accredited marine surveyor within 365 days preceding the Marina's request.

33. Vessel Condition and Documentation or Registration.

(a) Vessel Condition. The Vessel and all auxiliary watercraft shall at all times remain operational and otherwise seaworthy. Vessel Owner shall well maintain the Vessel's appearance and the appearance of any dinghy or other auxiliary watercraft, including regular cleaning, maintenance and replacement of all painted and varnished surfaces, all bright work, canvas and similar covers, rigging, safety equipment and any other appurtenances of the Vessel. Varnish and similar coatings must be maintained in good, non-deteriorated condition, and the Vessel's bottom must be cleaned at least every 90 days by Vessel Owner or a professional diver who has in effect worker compensation insurance coverage as an employee, or personal general liability insurance with a policy limit of not less than \$500,000. Vessel Owner shall visit the Vessel at least every 30 calendar days to verify she is in good and safe condition, as required by this Agreement. **The determination of adequacy of a Vessel's appearance is within the sole discretion of the Marina.** If equipped with an engine or motor, it must be operable and capable of producing sufficient way to make the Vessel maneuverable. If the Vessel is a sailboat without an engine, she must be equipped with sails, and her standing and running rigging must be in good and serviceable condition. Vessel Owner shall comply with all local, state and federal statutes, ordinances and requirements pertaining to the seaworthiness, safety, operation and all other matters related to the Vessel while she is at the marina and elsewhere.

(b) Vessel Documentation or Registration. Vessel Owner warrants that the Vessel is currently and otherwise properly documented or registered pursuant to the laws of the United States, the State of California, another State of the United States, or a foreign nation, and that the

Vessel is in compliance with all applicable U.S. Coast Guard safety regulations. The Marina reserves the right to board and inspect all vessels without prior notice to determine if they are properly identified, registered or documented. Vessel Owner is required at or before the time the Vessel berths at the marina to provide the Marina with a copy of the Vessel's current registration or documentation, and to thereafter during the term of this Agreement provide a copy of the Vessel's documentation or registration immediately following renewal of the same.

34. Use of Vessel for Pleasure Only. Owner shall use the Slip for the Vessel only. Owner further warrants that the Vessel will be used for pleasure purposes only and not in any commercial undertaking, including but not limited to chartering operations, or use with Airbnb, RVBO and similar businesses, and that the Owner will not engage in any commercial purpose without prior written permission of the Marina. Owner agrees to vacate the Vessel from the Marina's premises whenever said Vessel is used for other than pleasure purposes, unless such use is expressly authorized in advance, in writing, by the Marina.

35. Attornment. Upon the written request of Marina, or any mortgagee, deed of trust beneficiary of Marina, or lessor of Marina, Vessel Owner shall, in writing, subordinate its rights hereunder to the lien of any mortgage, deed of trust, or the interest of any lease in which the Marina is lessee, and to all advances made or thereafter to be made upon the security therefore. Prior to executing any such subordination agreement, Vessel Owner may request from such mortgagee, deed of trust beneficiary or lessor of the marina, or from the Marina, written confirmation as long as Vessel Owner is not in default hereunder, this Agreement shall remain in full force and effect for the full Term thereof. If such request is made to the Marina, it will use reasonable efforts to obtain such written confirmation. The holder of any security interest may, upon written notice to Vessel Owner, elect to have Vessel Owner's Contract for Private Wharfage subordinated to such security interest. In the event of foreclosure, sale, transfer in lieu of foreclosure or termination of the lease in which the Marina is the lessee, Vessel Owner shall attorn to the purchaser, transferee or lessor as the case may be, and shall recognize such party as Marina under this Agreement.

36. No Living Aboard/Limited Overnight Accommodations. In the absence of the full execution of a Live Aboard Addendum memorializing the Marina's permission to live aboard the Vessel, living aboard by the Owner or any other person is strictly prohibited. For purposes of this Paragraph, being aboard a Vessel after 10:00 p.m. shall be construed and regarded for all purposes as being aboard "overnight." Staying overnight aboard a vessel for 3 days in any 7-day week, not to exceed a collective total of 10 days in any 30-day period, shall be regarded as "living aboard," and shall constitute a fundamental breach of this Agreement. In such event, this Agreement shall terminate automatically, without notice, the Vessel will be regarded as a trespasser with current transient wharfage rates imposed, and the Owner shall immediately remove the vessel from the Marina's premises. If the Marina permits living aboard the Owner will be required to execute a separate Live Aboard Addendum and to pay an associated fee which may be changed in the same manner specified for changes in wharfage rates. Unless otherwise permitted by the Marina in writing, only adults (18 years or older) may live aboard any vessel, no more than two people may live aboard a vessel, and no one may live aboard a vessel less than 35-feet in length. Live Aboards must provide a monthly statement

confirming holding tank(s) have been emptied by a mobile pumpout service, or provide monthly a signed affirmation reflecting when and where the Vessel's holding tank(s) were pumped out.

37. Slip Vacancy/Extended Absence. Owner agrees that Marina may use the Slip when temporarily not in use by Owner, without compensation to Owner. In the event of such temporary absence, Vessel Owner shall provide the Marina with a Float Plan or similar document detailing the Vessel's whereabouts during the absence. Further, Owner shall notify the Marina in writing if the Vessel will not be in the assigned space at the Marina for any period exceeding seven consecutive (7) days. In such event, Owner agrees Marina may assign another vessel to the Slip during the period of the absence of Owner's Vessel. If another vessel is so assigned to the Slip during such period of temporary absence, Owner understands and agrees Owner will remain responsible for payment of the current monthly slip fees. To assure the assigned slip is available upon a Vessel's return, in the event the Vessel is absent from her slip for seven (7) or more consecutive days, Owner is required to provide Marina at least 72 hours advance notice of the date and time the Vessel will return to her slip. In the event the Vessel is absent from her assigned slip for a period exceeding 30 days, and the Owner has failed to notify the Marina of an extended absence as herein required, the Marina may elect to terminate this Agreement without advance notice and assign the slip or wharf space to another vessel. In such event of non-notification, Owner shall remain liable, in addition to other fees then owing, to tender a sum equal to 30 days wharfage fees.

38. Electricity.

(a) General Requirements. All electrical cords and adaptors connected to the dockside power receptacle must be unmodified, weatherproof, comprised of three wires, grounded and U.L approved for marine use. All power cords, adapters and plugs must be unmodified and equipped with an acceptable ground and weather-proofing in accordance with Article 555 (or successor Article) of the National Electrical Code. GFI protection might not be provided at the electrical pedestal. The Vessel Owner is responsible for providing GFI protection when using the provided electricity. Neither Vessel Owner nor anyone at his or her direction are permitted to alter electrical or other utilities in any manner under any circumstance. All cords must be rated 30 amp or 50 amp according to the receptacle provided to Vessel Owner at his/her assigned Slip. Household cords (even outdoor rated) are not allowed. Vessel Owners must direct all divers to unplug their vessel when diving on the boat. Vessel Owner must certify that the vessel is grounded and has overcurrent protection that meets ABYC standards. Vessel Owner agrees that shore power cords have a 5-year life cycle and must be replaced every 5 years to avoid fire hazards and damage to marina's electrical system. Only coupling rings that are marine rated and waterproof are allowed to connect shore cords. Vessel Owner agrees to use only ABYC certified marine electricians to work on electrical systems aboard the Vessel. If Marina determines faults are found with Vessel Owner's shore power cord or vessel, power may be disconnected immediately and remain off at Vessel Owner's risk until necessary repairs are made. Vessel Owner must make repairs within 48 hours and certify the Vessel has sufficient battery power or a generator to power bilge pumps while shore power is disconnected. Vessel Owner may only employ licensed ABYC certified marine electricians to work on board their vessel and may not employ anyone to work on marina property, including power pedestals.

(b) Interruption of Power Service. The Marina may without notice, for purposes of repair, testing, or replacement of electrical components, or for other business reason, disconnect or otherwise interrupt power to the Vessel Owner's Vessel.

(c) Vessel Owner Requests for Repair, Replacement or Troubleshooting. If Vessel Owner requests repair, replacement or troubleshooting of any marina electrical component, and it is determined that such component is in operational and serviceable condition, the Vessel Owner shall upon request by the Marina reimburse it for all costs associated therewith.

39. Overboard Discharges of Sewage;" Holding Tanks.

(a) Sewage Discharges. Overboard discharges from heads or "black water" holding tanks, and all other discharges from the Vessel of contaminants, are forbidden by law and by this Agreement. Vessel Owner shall at all times maintain an absorbent pad in each bilge to contain oil and other contaminants. At no time may anyone use a detergent or emulsifier on an oil spill.

(b) Sewage Holding Tanks. If the Vessel is equipped with a head or other permanent installation designed to hold human waste, the Vessel must be equipped with a marine holding tank. Vessel Owner agrees to permit inspection of such heads/installations upon demand by Marina, and agrees to permit a Marina representative to deposit a dye tablet into any waste holding tank if the Marina deems it appropriate for any reason, or to require Vessel Owner to deposit a dye tablet into holding tank(s).

40. Damage to Marina Property, Collisions and Allisions. Any damage to Marina property or another's property located at the marina caused by Owner, Owner's Vessel or his/her guests/invitees must be reported by Owner to the Marina immediately. In the event of a collision or allision occurring at the marina, such incident must be immediately reported to the Marina Manager and to the Harbor Police. In no event shall the Marina be required to be assist the Vessel Owner, or to be otherwise involved in connection with claims or disputes between the Vessel Owner or their insurance companies pertaining to damages or claimed damages to vessels. If a collision or allision occurs and results in significant environmental harm, vessel unseaworthiness, \$25,000 or more in property damage, or death or personal injury requiring treatment beyond first aid, it must be immediately reported to the Marina, the U.S. Coast Guard and a Marine Casualty Report must be completed. In the event Marina property is damaged or destroyed by any negligent conduct by Owner or his/her guests or invitees, or the negligent failure of Owner to maintain or operate his/her Vessel, Owner shall immediately, upon demand by the Marina and presentation to Owner of a statement of damages, tender full payment to the Marina to cover the cost of such damage(s) or loss(es).

41. Securing Vessel. At all times during which the Vessel is berthed at the Slip, Vessel Owner shall cause her to be safely and properly secured in her Slip in a manner acceptable to the Marina. This is the Vessel Owner's duty alone. All vessels will be secured in the Slip with oversized lines for the size and weight of the vessel. Unless secured at an end or side tie, vessels are to be secured with a minimum of three lines, and with at least two fenders attached. Spring lines are not required but are recommended. Dock lines will be maintained in a safe manner (non-chafed, without evidence of significant deterioration). The Marina may, at its option, replace or add dock lines and in such event it will bill the Vessel Owner for this service. Any damage to other vessels or docks caused by an improperly secured Vessel will be the sole responsibility of the Vessel Owner. If the Marina deems it necessary to re-secure the Vessel for any reason,



Vessel Owner agrees to pay the Marina a reasonable service charge, in the minimum amount of \$25.00, for doing so plus the cost of all materials used. However, the Marina assumes no responsibility for the safety of the Vessel and will not be liable for any damage to the Vessel, her equipment, or any property in or on said Vessel occurring by reason of Marina's decision either to re-secure the Vessel or to not re-secure the Vessel.

42. Effect of Damage or Destruction. In the event of damage to or destruction of the Marina or the Slip by fire, flood, earthquake, or any other cause or causes, the Marina shall have the option to: (1) treat this Agreement as continuing and repair or restore the Marina or Slip to their condition before such damage or destruction within thirty (30) days of the occurrence of the same or, if insured, within thirty (30) days after the Marina received permission from the insurer to proceed with repair or restoration; or (2) terminate this Agreement and all further obligations hereunder of either party by written notice to Vessel Owner. After the occurrence of such damage or destruction, the Vessel Owner's obligation to pay fees hereunder shall be abated in an amount which the Marina, in its sole discretion, shall determine to be proportionate to the area of the Slip tendered unfit for use by Vessel Owner during the period of repair or restoration.

43. Apportionment of Costs Incurred in Providing Storm Protection. Owner is solely responsible for the safety of his/her Vessel, and Owner agrees that the Marina shall have no obligation whatever to take action(s) in advance of or during a storm, or otherwise, to preserve or protect Owner's Vessel. It is further agreed, however, that the Marina may, at its sole election, undertake such actions during or in advance of a storm or other threatened unfavorable weather as it alone deems appropriate and/or necessary to preserve or protect any or all vessels located on its premises. In such event it is agreed that Owner shall indemnify and hold the Marina harmless for any and all personal injury or property damage occurring in connection with the Marina's efforts to preserve or protect vessels during or in advance of a storm. It is further agreed that if the Marina provides such preservative/protective services during or in advance of a storm, all costs associated with such rendering of such services shall be apportioned equally among all Vessel owners.

44. Failure to Vacate. If Owner fails to remove the vessel from the Marina's premises following termination of this Agreement, it is agreed the Vessel will be regarded for all purposes as a trespasser. It is agreed that in such event the Marina shall charge wharfage fees for the Vessel at the then current transient vessel rates until such time as the Vessel is removed or disposed of as provided by this Agreement and/or pursuant to state and/or federal law.

45. Vessel Abandonment -- Disposal At Owner Cost. In the event this Agreement is terminated, Owner shall immediately remove his/her Vessel from the Marina's premises. After the date of such termination wharfage rates for the Vessel, which will be regarded as a trespasser, will be calculated at the then current transient vessel rate. If for any reason the Vessel is not removed within 60 days of the date of termination of this Agreement it is agreed the Vessel shall be conclusively regarded for all purposes as having been abandoned. The Vessel shall also be conclusively deemed abandoned if wharfage fees are two or more months in arrears, unless the Owner notifies the Marina in writing the Vessel has not been abandoned; in such event the Vessel shall be deemed abandoned if the Owner fails to remove the Vessel from the Marina within 30 days of the date the Owner provides notification the Vessel is not abandoned.

It is specifically agreed that if the Vessel is abandoned, the Marina shall (except as otherwise provided herein) be contractually entitled to destroy and dispose of the Vessel at Owner's cost and risk, after having first published notice in a newspaper of general circulation in San Diego, California for a period of at least 10 days, in which notice the Vessel is described, the Owner identified and in which notice is provided the Vessel is apparently abandoned and will be destroyed and disposed of by the Marina, at the Owner's cost and risk, unless an interested party objects by the date following the final date of publication of such notice. However, it is understood and agreed that prior to providing such public notice, the Marina shall commission a valuation survey of the Vessel. If the surveyor estimates the value of the Vessel at \$15,000.00 or higher, the Marina may not dispose of the Vessel as provided for in this paragraph. If the Vessel is disposed of in such manner, Owner shall indemnify, protect and defend the Marina and its employees, officers and agents from and against all actual or potential liability (including but not limited to legal claims, liens and judgments) arising from or in any way pertaining to such Vessel disposal, including but not limited to surveying costs, disposal costs, storage costs, and legal fees.

46. Dispute Resolution - Submission of Claims to Small Claims Court. In the event a dispute arises under or pertaining to this Agreement, the parties shall first discuss the dispute and attempt to resolve the dispute informally. If such effort does not resolve a claim made by the Marina, it must in order to recover monetary damages file a lawsuit in a Small Claims Court in San Diego County, and there seek recovery in an amount of up to \$6,250, or the then current Small Claims jurisdictional maximum. If the Owner of the Vessel is a corporation or Limited Liability Company, and a claim by the Vessel Owner is not resolved as a result of informal discussion as above required, the Vessel Owner, likewise, must in order to recover monetary damages file a lawsuit in a Small Claims Court in San Diego County, and there seek recovery in an amount of up to \$6,250, or the then current Small Claims jurisdictional maximum. If the Vessel is owned by an individual, and claim by the Vessel Owner is not resolved as a result of informal discussion as above required, the Vessel Owner must in order to recover monetary damages file a lawsuit in a Small Claims Court in San Diego County, and there seek recovery in an amount up to \$12,500, or the then current Small Claims jurisdictional maximum. Notwithstanding the above, if a claim by a party exceeds the above specified jurisdictional monetary limits, they may either waive claim amounts above such jurisdictional limits and file a lawsuit in the Small Claims Court, or they may exercise available remedies in another court of competent jurisdiction. Notwithstanding the above or any other term in this Agreement, the Marina shall not, even if a Small Claims Court case has been filed, be restricted from exercising its remedies against the Vessel which are available under the California Boaters Lien Law (Cal.Harb. & Nav. Code sections 500, *et seq.*), or under the Commercial Instruments and Maritime Liens Act (46 U.S.C. sections 31301, *et seq.*) and Supplemental Admiralty Rules C and E.

47. Marina's Right to Eject Owner for Noncompliance With Terms of the Agreement. Each and every term herein contained is fundamental to the Agreement, and it is therefore agreed that if Owner fails to comply with any provision herein contained, such failure shall be deemed a fundamental breach of the Agreement. It is agreed that, in such event, the Marina shall have the unfettered right to immediately terminate this Agreement and require the Owner to remove the Vessel from the Marina's premises.

Except as otherwise provided herein, in the event Owner fails to comply with any term appearing in any part of this Agreement, the Marina shall be entitled to require the Owner to vacate his/her vessel within 24 hours of the time of the notice. In the event Owner breaches any term of this Agreement which in the Marina's sole opinion results in an actual or potential hazard or security risk to persons or property located at the Marina, the Marina may require Owner to remove his/her Vessel immediately and without further notice. In addition to other remedies available to it and without waiving such remedies, if the Marina requires a Vessel Owner to remove his/her Vessel from the Marina and the Owner fails to do so after demand is made pursuant to the terms of this Agreement, the Marina may elect to move the Vessel to another location either in or out of the water and store her there, all at Owner's sole risk and expense. In such event, Owner shall indemnify, protect and defend the Marina from and against all actual or potential liability related in any way to such vessel movement and/or storage.

48. Salvage Services. The Marina has no obligation whatever to dewater or provide any salvage service to the Vessel should she spring a leak or otherwise need assistance in remaining afloat or in seaworthy condition. It is agreed that the Marina, in its sole election, may elect to dewater or provide the Vessel with other salvage services. In the event the Marina determines the Vessel is in need of dewatering or other salvage services and the Marina elects to provide such services, Owner shall be obligated to pay all material/labor costs associated with the rendering of such services or \$150 plus material costs for each hour such services are provided, whichever sum is greater, and Owner shall indemnify, protect and defend the Marina from and against all actual or potential liability there from arising or relating.

49. Tender of Required Notice(s); Notice By Owner of Changes in Provided Information.

(a) Tender of Required Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the third day after the date mailed, by first class or certified mail, postage prepaid. Such communications must be sent to the respective parties at the following addresses, or other address provided in writing to the other party, as follows: If to Vessel Owner: to the name and address reflected above. If to the Marina: to Sun Harbor Marina, 5000 North Harbor Drive, San Diego, California 92106. Marina reserves the right to change its address for notification purposes by providing written notice of such change to Owner at Owner's above listed address.

(b) Vessel Owner to Notify Marina of Changes to Information Provided. Vessel Owner further agrees to notify the Marina in writing if there is any change to Vessel Owner's address, telephone number, emergency and business information, insurance information or any other information provided on the above Application and Maritime Contract for Private Wharfage that Vessel Owner completed in connection with this Agreement. Such written notice must be provided within 10 calendar days following a change to any of the above information. Should Vessel Owner fail to notify the Marina in writing of such change, any notice provided to Vessel Owner by the Marina may be delivered to the last mailing or email address provided to the Marina, and delivery to the same shall be conclusively presumed to comply with notice requirements, notwithstanding lack of actual receipt. Vessel Owner must provide an actual physical address for his/her mailing address.

50. Dock Keys and Access to Docks and Vessel By Others. Owner shall not for any reason lend, give or otherwise transfer possession of dock key(s) to any person, including but not limited to vessel service providers. Guests of the Vessel Owner at the marina must be accompanied by the Vessel Owner, who must be on the premises at all times when guests are there. In the interests of security, safety and privacy, Vessel Owners and their guests are not permitted to open gates for any individual not personally known to be the owner of a vessel berthed at the marina. Circumventing dock gates, attempting to open gates with any device other than a key issued by the Marina, propping open marina gates and temporarily disabling gates or restroom locks is prohibited. If the Vessel Owner lists the Vessel for sale, Vessel Owner shall notify the Marina immediately and advise the Marina who is allowed to show the Vessel, and such person(s) shall be required to check in at the Marina Office and sign a Premises Access Agreement prior to entering onto the docks.

51. Jurisdiction, Venue and Governing Law. This Agreement is a maritime contract for the provision of "necessaries," as defined in the Commercial Instruments and Federal Maritime Lien Act. It shall be enforced and construed solely in accordance with the General Maritime Law of the United States, the Commercial Instruments and Maritime Liens Act and other applicable federal statutes. Any litigation concerning this Agreement shall occur in a court of competent jurisdiction in San Diego County, California.

52. Reporting of Information to County Assessor's Office. Vessel Owner agrees that the Marina may, upon request by the San Diego County Assessor's Office, provide it with personal and vessel information set forth in this Agreement. Vessel Owner understands that he/she is responsible for paying all vessel taxes or assessments due to any governmental agency, and he/she agrees to indemnify, protect and defend the Marina from actual or potential liability arising as a result of a failure to pay such taxes or assessments.

53. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

54. Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

55. Boat Shows. It is understood and agreed that the Marina reserves the right to use the assigned Slip on a temporary basis in connection with boat shows that might take place at the marina. In such event, the Marina may temporarily reassign the Vessel to another slip or location within the marina for the duration of the boat show, upon providing at least fourteen (14) calendar days advance written notice to the Vessel Owner. If in the Marina's sole opinion, it is unable to safely and conveniently accommodate Vessel Owner's Vessel during a boat show then it is agreed that the Marina may require the Vessel to temporarily move to a slip located at

another San Diego area marina. In such event if the Vessel Owner is unable or unwilling to move the Vessel the Marina may do so at its sole cost and at Vessel Owner's sole risk.

56. Agreement As Complete Expression Parties' Understandings. The Agreement contains a complete expression of the Agreement between the parties hereto and there are no promises, representation, agreements, warranties or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that all of the rights, remedies and benefits provided by the Agreement shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies and benefits allowed by law. The subject heading of the Sections of the Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

57. Owner's Legal Capacity. The person signing below as the "Owner" attests that he/she is legally entitled to bind the Vessel and all of her owners to all terms of this Agreement, that in the event the person signing below is not the sole owner of the Vessel he/she has obtained the express permission of all persons with an ownership or equitable interest in the Vessel, and that he/she at the time of reviewing/executing this Agreement is not under the influence of alcohol or any legal or illicit drug, and that he/she has reached the legal age of majority, and that he/she is not legally incapacitated or otherwise unable to fully understand and appreciate the terms contained herein.

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

**RULES AND REGULATIONS ON FOLLOWING PAGES**

## 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. Vessel Owner shall comply, and shall cause Vessel Owner's family, agents, licensees and invitees to comply with all then current Marina Rules and Regulations.

1. Water and Power Lines. Neither water nor power lines may cross main head walks, or otherwise be positioned to create an actual or potential trip hazard. Such lines may not be secured to the dock. To conserve water, automatic shut-off nozzles must be attached to hoses. Hoses must be turned off when not in use. Hoses may be connected to the vessel only on a temporary basis, as necessary to fill fresh water tanks, and stored neatly on provided hose racks when not in active use. Shore power cables not being actively used must be stowed aboard the vessel or a dock box. Opening or tampering with electrical boxes is prohibited.
2. Safe Mooring. All vessels shall be moored in a safe manner, and Vessel Owners shall comply with all directions or recommendations made by the Marina Manager pertaining to the securing or mooring of Vessels.
3. Fishing/Swimming. Fishing or swimming from the marina premises are not permitted. Fish clean is prohibited at all Marina locations, including aboard vessels. Fish transported from a vessel must be contained in a manner that does not permit leakage.
4. 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, or at any other location on the premises. Bicycles may not be stored on the docks or other marina property. The Marina may but is not required to provide rental lockers for bicycles. If not stored in a rental locker, bicycles may be stored only aboard the Vessel Owner's Vessel.
5. Projections Beyond End of Berth. Unless the Marina otherwise agrees in writing, no vessel or part of any vessel (including all extensions such as swim steps, booms, bait tanks, etc.) may project beyond the end of the berth into the waterway, and in no event may any vessel pose a risk to safe navigation of other vessels. No part of the boat, including any bowsprit, bow plank, anchor, and anchor rollers may overhang the walkway(s). The maximum distance by which any boat (including all extensions specified above) may project beyond the end of the berth into the waterway shall be 3 feet, unless otherwise authorized by the Marina in writing.
6. Children. Children under 12 years are not permitted on docks without the immediate presence of their parents or other responsible adults. Non-swimmers and children are required to wear life jackets when on the docks or boat decks. Children under 18 must have adult supervision while at the marina.
7. Hazardous Activities/Barbecues. All high-risk fire hazards, *i.e.*, refueling boats and transferring fuel at dock side, storing flammable material on docks, *etc.* are strictly prohibited. Barbecues are strictly prohibited on all dock areas. Use of charcoal barbecues is not allowed. Gas fired barbecues are permitted, but only if they are attended at all times while in use and are located aboard a vessel.
8. Discharges from Vessels/Disposal of Liquids. No Vessel Owner or anyone else shall throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, oily bilge water or other contaminants into the water or marina premises. All such substances 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. The Marina requires tenants to use oil-absorbing materials in vessel bilges and in boat Slips. Dispose of used absorbent pads and filters property. In the event of a discharge of oil or other contaminant, the Vessel Owner is required to immediately notify the Marina, the National Oil Response Center, the U.S. Coast Guard and all other agencies, as required by law. Vessel Owner shall also immediately take all necessary actions to remove spilled substances from the water and from all pilings, vessels and other surfaces impacted by the spill. The Vessel Owner shall, if necessary, retain the services of a professional pollution response company. The Marina prohibits open containers of paints or other maintenance supplies on the docks.

9. 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 sanitation devices. It is unlawful to discharge holding tanks into the water. All are encouraged to use the marina restrooms as often as possible and dispose of sewage property at authorized pump-out station or with a mobile service.

10. Laundry. There shall be no laundering or drying of wearing apparel or towels other than in the interior of vessel. Drying of clothes or other items on deck or in a vessel's rigging is prohibited.

11. Noise and Conduct. Unacceptable conduct, including but not limited to disorder, depredations or conduct by the Vessel Owner or his visitors that is indecorous or might injure a person, disturb other berth tenants, cause a nuisance or damage to property, or harm to the reputation of the Marina, may result in immediate termination of the Vessel Owner's Contract for Private Wharfage. The determination as to what constitutes "unacceptable conduct" shall be within the Marina's sole discretion. Vessel Owner shall not make or allow any disturbing noises on the docks or anywhere on the premises, including shouting, loud talking, and playing music, with particular emphasis between the hours of 10:00 p.m. and 7:00 a.m., either by Vessel Owner or his/her family or guests, nor shall Vessel 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 Vessel Owner and/or Vessel Owner's guests 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 8:30 a.m. without prior permission from Marina. Halyards shall be secured to eliminate noise. Vessels shall not be operated while in gear while secured to the dock. Vessel 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. Vessel Owners are not permitted to have parties on the dock without prior consent of the Marina.

12. Engine Operation. Engines may not be operated in gear while boats are secured to dock. Engines shall not be operated for more than 15 minutes at any given time while the vessel is in her Slip.

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

14. Improper Vessel Handling. Improper or unsafe boat handling that is, in the Marina Manager's unfettered discretion unsafe or otherwise improper may result in the immediate termination of the Vessel Owner's Contract for Private Wharfage.

15. 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.
16. Boarding Steps and Other 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 boarding steps, and properly stowed water hoses and power cords, nothing may be left on the docks or other places located on the Marina's premises. Only one boarding step (if approved) may be used per vessel. Boarding steps must be temporary and removable, and shall not be wider than one-half 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, in good and aesthetically pleasing condition, and must be approved in advance of placement by the Marina. The Marina does not allow storage within boarding steps. Dock boxes are specifically prohibited at the Marina. Gasoline and other flammable liquids, batteries, corrosive liquids, paint, varnish, oil and other lubricants, fuel, antifreeze, resins, epoxies, alcohol, grease, pesticides, non-biodegradable detergents, thinners, solvents, kerosene, propane and other combustible gasses, mineral spirits and other liquids or materials or other things that may not lawfully be discharged into the water, and objects weighing in excess of 25 pounds, may not be stored in dock boxes or boarding steps. The U.S. Coast Guard and the San Diego Unified Port District prohibit open containers of paints, soaps, chemicals or other maintenance supplies on the docks. If such open containers are found on the docks, the Marina may dispose of them at Vessel Owner's risk and expense.
17. Working on Vessel. Vessel Owners are reminded that the marina is a recreational facility and not a boatyard or repair facility. Apart from minor "ordinary maintenance and repair," during which customary precautions must be taken to keep debris out of the water, no work involving the Vessel may be accomplished while at the dock or otherwise on marina property. The Marina shall be the sole judge as to what constitutes "ordinary maintenance and repair." Prohibited work includes, *but is not limited to*, hull scraping, hull painting, engine repair, transmission repair, heavy sanding, use of paint remover, spray guns and/or the burning of paint on the topsides or above the decks. No work may be accomplished at the marina if it can result in sanding residue, petroleum products or anything else being deposited into the water. Light sanding is permitted only with a vacuum attached to the sander. Vessel Owners are required to recover and dispose of all sanding dust.
18. Soliciting and Posting of Signs. Advertising or soliciting sales or other business at the marina is prohibited, including the posting of for sale signs or notices. If a vessel is offered for sale, the Vessel Owner must meet prospective buyers at the marina, as they will not be permitted to access the docks without the Vessel Owner being present.
19. Small Boat Storage. Sabots, inflatables, kayaks, canoes, and dinghies must be stored on the vessel or the Slip. Only one small boat is allowed in the Slip space, provided that it does not protrude beyond the confines of the Slip and is kept at the bow of the vessel. Small vessels must remain free of standing water at all times. Nothing except required safety equipment may be stored in any dinghy or auxiliary watercraft located in the water. No vessel, dinghy or other watercraft may be berthed at the marina unless a Current Contract for Private Wharfage is in effect between the owner of such watercraft and the Marina. Floats are prohibited in the Marina.
20. Amended Rules/Statutes/Regulations. Vessel Owners are required to comply with not only existing ordinances, statutes and Rules and Regulations, but also to abide by all amendments to such rules, statutes and regulations and all newly adopted ones.



21. Nothing May Be Affixed to Pilings or Other Marina Property. Unless otherwise authorized in writing by the Marina, neither television antennas nor anything else may be affixed to any piling or other marina property.

22. Unauthorized Moorage. No vessel may be berthed at the marina unless a current Contract for Private Wharfage is in effect between the Vessel Owner and the Marina.

23. Use of Approved Equipment/Alterations to Docks & Premises. Vessel Owner may not install or attaching anything to the docks in the absence of written approval by the Marina, including but not limited to dock boxes, fenders, bumpers, rub rails, rollers, and dock wheels. All installations must be approved by the Marina on an individual basis. All installations on the docks requested by a Vessel Owner shall be accomplished by Marina personnel, with the costs being borne by the Vessel Owner.

24. Maintenance of Slip and Surrounding Areas. Vessel Owner agrees to maintain the Slip, the dock box, the walks, floats, ramps, gangways and docks in, about and surrounding the Slip in a neat, clean and unobstructed condition at all times. Nothing may be placed on the docks without the prior approval of the Marina. Should it become necessary for Marina to maintain the area in the above condition, it will be done at Vessel Owner expense.

25. Disposal of Refuse. Vessel Owner shall not deposit into any general-purpose garbage can 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 batteries, engine machinery parts, interior parts, fastenings or upholstery; or (3) any item weighing in excess of 20 pounds. Dumping cleaners, oils, solvents, paints, batteries or liquid or petroleum distillates into trash receptacles is forbidden.

26. 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.

27. Flammable Materials & Fuel Leaks. Vessel Owner agrees that in the event his or her Vessel experiences the leak or spill of any fuel or other combustible liquid within the interior of the Vessel, he or she shall immediately contact the City of Coronado Fire Department and the Marina Office to report such leak or spill. If the Marina Office is closed the Vessel Owner shall immediately call the after hours emergency phone number: (619) 424-4421. Vessel Owner further agrees in the event of such leak or spill to immediately contact an emergency vessel towing service to arrange for the removal of the Vessel from the marina, provided it has been

determined this can be safely accomplished. Vessel Owner shall, before returning the Vessel to the marina, arrange to have the problem(s) causing any leak permanently corrected.

28. Storage of Equipment. Vessel 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, if the Marina elects in its sole discretion to provide one.

29. Restrooms. Restrooms may be accessed only by marina tenants and their guests, who shall not grant access to others. Please keep them and clean. Pets (except registered service animals) and in the restrooms is prohibited. Showers are for bathing only and shall not be used as a cleaning facility. Please report any supply shortages or maintenance issues as soon as possible to the Marina Office.

30. Dock Carts. Dock carts owned by Vessel Owners are to be stored aboard Vessel Owner's Vessel or vehicle when not in use, and not left on docks or other marina property. The Marina may but is not required to provide dock carts for use by Vessel Owners. If it elects to do so, Vessel Owners shall return dock carts owned by the Marina immediately after use, in clean condition, to the main gate.

31. Parking. The Marina reserves the right to designate and otherwise restrict automobile parking, including but not limited to charges, location and number of automobiles. Parking shall therefore be at the Vessel Owner's sole risk. The parking of any motor home, mobile home, camp trailer, camper, trailer, or similar vehicle on the premises is prohibited in the absence of written permission of the Marina. The following parking restrictions shall apply:

(a) 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 spot, which are not controlled by the Marina, are subject to being immediately towed.

(b) Vehicle maintenance work is strictly forbidden.

(c) No overnight occupancy, loitering, cooking, or sleeping is allowed in or about any vehicle while on the premises.

(d) The parking areas are also for the use of pedestrians moving about. Please drive very slowly through these areas to avoid accidents and injuries.

(e) All vehicles parked on the premises must be operational, currently registered and may not leak any oil, water or other liquid.

32. Telephone Messages and Mail. The Marina does not accept or deliver telephone messages for Vessel Owners or their guests. The Marina likewise does not accept or deliver mail for Vessel Owners or their guests.

33. Firearms. Firearms and ammunition of every type are prohibited on the Marina's premises.

34. Wildlife. Feeding or harming any wildlife is strictly prohibited.

35. Footwear. All entering onto the docks must wear shoes, preferably athletic shoes or similarly slip resistant footwear. High heels and similar shoes may not be worn on any part of the docks.

36. Notification of Unsafe or Hazardous Conditions and Maintenance Issues. Vessel Owners are required to notify the Marina of any accidents, unsafe or hazardous conditions, and marina maintenance issues that come to their attention.

37. 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. Automatic shut-off nozzles must be attached to hoses in order to conserve water.

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

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

40. Maintenance Best Management Practices. Vessel Owner and Vessel Owner's contractors must adhere to the following procedures. A failure to follow these policies/procedures might result in immediate termination of the Vessel Owner's Contract for Private Wharfage.

#### General Environmental Policies.

1. All contractors, independent contractors and self-employed boat workers hired by Vessel Owner must maintain proof of insurance in the minimum amount of \$1 million, a current business license, worker compensation coverage for employees and register with and receive prior approval from the Marina before beginning work on the marina premises. They must also execute a Premises Access Agreement at the Marina Office. The Marina requires the use of Best Management Practices for a clean environment.

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

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

4. All Vessel Owners are reminded that the marina is a recreational area and not a boat yard or repair facility. Excessively loud power tool use is prohibited. What constitutes "excessively loud" shall be within the Marina's sole discretion.

#### 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.

4. Dispose of absorbent pads and filters properly.

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. Open containers of paints, solvents and other chemicals are not permitted on the docks; they are permitted only aboard vessels.

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. It is forbidden and a violation of your wharfage agreement to dispose of any paint, oil, varnish, absorbent pads/rags or other contaminated materials 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 discharge of bottom paint.
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. Only sanders with vacuum attachments are allowed. No material may enter the water.

Sewage.

1. Untreated sewage 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. 3. Properly dispose of, at an offsite premises, all old or unnecessary chemicals and other products, including but limited to fire extinguishers and flares.
4. Do not store more than two gallons (total) of these products on your Vessel.
5. Never store any of these products in a dock steps.

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

I have read, understand and agree to be bound by the above Rules and Regulations and the preceding terms and conditions of this Contract for Private Wharfage, and so confirm by signing below.

Vessel Owner's Signature: \_\_\_\_\_

Vessel Co-Vessel Owner's Signature: \_\_\_\_\_