

MARINA VILLAGE RULES AND REGULATIONS

Note: These Rules and Regulations constitute an integral part of the Contract for Private Wharfage. They are for the benefit the Marina and all of all those who maintain a vessel at the Marina. Boat owners are requested to notify the Marina of any unsafe or hazardous conditions that come to their attention. For your protection, the access gates to the docks must be kept in the locked position. Owners and Guests shall wear shoes suitable for a wet marine environment while transiting the ramps, docks and fingers. When transiting the docks and fingers, all personnel should remain in the middle of the walkway, clear of any obstructions and safely away from edges of the walkways. Children under the age of 14 must be accompanied / supervised by a responsible adult at all times. Boat Owners are responsible for instructing their guests on the Rules and Regulations.

1. **Water, Power, Telephone Lines.** Water, telephone, and shore power cables shall not cross main head walks. Telephone jacks are provided at dock boxes. Telephone service is available subject to availability of wiring and approval of management. Marina Village must approve any telephone service prior to contacting a service provider. To arrange for telephone service vessel, owners should inquire at the Marina Office. Vessel owners are responsible for telephone wiring from the dock box to the vessel and inside the vessel.
2. **Safe Mooring.** All boats shall be moored in a safe manner, and to comply with all directions or recommendations made by the Dockmaster pertaining to the securing or mooring of the vessel.
3. **Vessel Inspections.** The Marina reserves the right to inspect or have inspected all boats to determine if they are properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations. The owner shall maintain the vessel in an operational and seaworthy condition at all times. It is the responsibility of the boat owner, at a minimum, to provide the necessary and suitable dock lines, fenders and other gear for berthing their vessel. This includes bow, stern and spring lines. The Owner shall ensure berthing of the boat doesn't allow protrusion of the boat into the main walkway or greater than three feet beyond the slip into the fairway, to include any potential shifts caused by tidal influences.
4. **Fishing/Swimming.** Fishing or swimming from Marina premises shall not be permitted.
5. **Bicycles/Skates, Etc.** No person shall roller skate, roller blade, skateboard, ride bicycles, motor scooters or motorcycles on the docks or gangways located at the Marina.
6. **Projections Beyond End of Berth.** No vessel or part of any vessel (including alt extensions such as swim steps, booms, bait tanks, etc.) may project more than three feet beyond the end of the berth into the waterway, unless otherwise authorized by the Marina in writing, 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, anchor rollers may extend over the main head walk.
7. **Electrical Connections.** In accordance with the National Electrical Code, Article 555, all connections made to the Marina receptacles shall be U.L. approved marine grade, weatherproof, three wire, grounded type. Wiring must be of adequate size for the power provided. Cords may not be affixed to the docks.

8. **Children.** Children under 14 years are not permitted on docks without the immediate presence of their parents or other responsible adults. Non-swimmers or toddlers are requested to wear life jackets when on the docks or boat decks.
9. **Notification of Unsafe Conditions.** Tenants shall promptly notify Marina of any unsafe or hazardous condition that comes to their attention.
10. **Hazardous Activities/Barbecues.** All high-risk fire hazards, *i.e.*, refueling boats and transferring fuel at dock side, storing flammable material on docks, etc. is strictly prohibited. Barbecues are strictly prohibited on all dock areas. Use of charcoal barbecues is not allowed on vessels. Gas fired barbecues are permitted, but only if they are located aboard a vessel.
11. **Discharges from Vessels/Disposal of Liquids.** No tenant shall throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, oily bilges in to water or Marina premises. All such matter shall be deposited at appropriate disposal sites. Vessels with automatic bilge pumps shall be maintained in such a manner as to prevent the discharge of contaminants overboard. Marina prohibits the use of detergents and emulsifiers on fuel or oil spills. Marina requires tenants to use oil-absorbing materials in vessel bilges and in boat slips. In the event of a spill, the Vessel Owner is required to immediately notify the U.S. Coast Guard and all other agencies, as required by law. 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 Owner shall if necessary retain the services of a professional pollution response company. Marina prohibits open containers of paints or other maintenance supplies on the docks. Liquids must be stored only in sealed containers aboard the Owner's vessel or off the Marina's premises.
12. **Use of Chlorinators.** Use of boat toilets not equipped with chlorinators or effluent treatment or storage devices shall not be permitted within the Marina. The Marina reserves the right to inspect all boats for installation and proper operation of such devices.
13. **Laundry.** There shall be no laundering or drying of wearing apparel or towels other than in the interior of vessel. Drying of clothes or other items on deck or in a vessel's rigging is prohibited.
14. **Noise and Conduct.** Owner shall not make or allow any disturbing noises on the docks or anywhere on the premises, with particular emphasis between the hours of 10:00 p.m. and 7:00 a.m., either by Owner or his/her family or guests, nor shall Owner permit such persons to engage in any conduct which will interfere with the rights, comforts or convenience of others. The activities and conduct of Owner and/or Owner's family while on the Marina's property must be reasonable at all times. Except for entering or leaving the slip or as necessary in an emergency, main engines, power-generation equipment, or other noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. without prior permission from Marina. Halyards shall be secured to eliminate noise. Owner assumes full responsibility for his/her guests' conduct and agrees to be held jointly and severally liable for all consequences of his/her guests actions or misconduct. Owners are not permitted to have parties on the dock without prior consent of the Marina.
15. **Engine Operation.** Engines may not be operated in gear while boats are secured to dock. Engines

shall not be operated for more than 15 minutes at any given time while the vessel is in her slip.

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

17. **Improper Vessel Handling.** Improper or unsafe boat handling that is, is the Dockmaster's unfettered discretion unsafe or otherwise improper, shall be just cause for immediate termination of the Owner's Contract for Private Wharfage.

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

19. **Boarding Steps and Other Dock Obstructions.** Anything left on docks or other areas of the Marina pose potential hazards to all on the premises. The safety of those on Marina property is a matter of paramount importance. Therefore, apart from boarding steps that have been approved by the Marina, 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. If not stored aboard Owner's Vessel, water hoses may be placed on the dock, but must be neatly coiled and situated immediately adjacent the Vessel, in a manner that it will not present a trip hazard. Hoses must be disconnected from the dockside connection and the vessel at all times when not actively being used. Power cords may be placed on docks crossing the finger to gain power access in the least obtrusive manner and must be anchored to reduce trip hazards. Temporary, removable, non-affixed, non-secured dock steps used for ingress to and egress from a vessel 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, must blend in with the décor, must not exceed half of the width of the finger, must be placed at the last portion of the finger on the side closest to the vessel and must be approved in advance of placement by the Marina. The combined weight of items stored in and on the steps may not exceed 50 pounds and the Marina reserves the right to prohibit storage within dock steps. Flammable materials are prohibited within dock steps or dock boxes.

20. **Vessel Repairs.** Apart from work accomplished wholly below decks, no rebuilding, hull painting, sander use, spray gun use, overhauls or other refurbishment efforts are permitted. However, normal and customary maintenance shall be permitted, provided preventative measures are in place to keep debris from entering the water.

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

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

23. **Offensive or Harmful Conduct.** Disorder, depredations or indecorous conduct by tenant or his visitors that might injure a person, disturb other berth tenants or hotel guests, cause damage to the property or harm the reputation of the Marina shall be just cause for immediate termination of the Vessel Owner's Contract for Private Wharfage. Bicycling, roller blading or skate boarding on the docks and

ramps are prohibited.

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

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

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

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

28. **Small Boat Storage.** Sabots, inflatables, kayaks, canoes , dinghies and other auxiliary craft must be stored on the Vessel. Owner may place one dinghy in the slip, **provided that it does not protrude beyond the confines of the slip.**

29. **Amendment of 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.

30. **Unauthorized Moorage.** No vessel may be moored at Marina unless a current Contract for Private Wharfage is in effect between the Owner of the Vessel and the Marina.

31. **Use of Approved Equipment/Alterations to Docks & Premises.** All equipment used on floats by tenants (dock wheels, boarding ladders, any type of bottom liner or boat hoist, etc.) must be of a type approved by Marina. Boat Owners may not install additional dock lockers, fenders, bumpers, rub rails, rollers or in any way make alterations to the dock and fingers. All installations must be approved by the Marina on an individual basis.

32. **Maintenance of Slip and Surrounding Environs.** 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. Should it become necessary for Marina to maintain the area in said condition, it will be done at Owner expense.

33. **Disposal of Refuse or waste:** Owner shall not deposit into any garbage can or other receptacle located on Marina property any of the following: (1) paint, varnish, thinner, non-edible oil or other flammable or hazardous materials; (2) vessel parts, including but not limited to batteries, engine machinery parts, interior parts, fastenings or upholstery; or (3) any item weighing in excess of 20 pounds. Dumping of porta-potties and the cleaning of dishes or utensils or clothes in the restrooms is strictly prohibited.

34. **Pets.** Pets are permitted, with the following conditions applying. Cats must be carried to vessels

and must remain aboard until they are carried from the vessel later in the day. Dogs must be leashed at all times they are not aboard vessels. Owners are required to clean up all pet droppings and dispose of them properly. Apart from birds, pets may not be left unattended aboard vessels. Excessive barking and general nuisances caused by pets, which determination shall be within the Marina's sole discretion, will not be permitted and will be grounds for termination of the Contract for Private Wharfage. Owners must maintain their pets in their presence at all times when they are on the Marina's premises, and may not leave pets unattended aboard their vessels.

35. **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 or tightly wrapped around the dock box but not create a trip hazard on the fingers or walkway. Automatic shut-off nozzles must be attached to hoses in order to conserve water.

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

37. **Flammable Materials & Fuel Leaks.** Neither Owner nor anyone acting on his/her behalf shall burn paint or use flammable materials without the prior written consent of the Marina. Owner will not under any circumstances refuel the boat except at an authorized fuel dock. Within Quivira Basin, the only fuel dock is at the Hyatt marina. Owner agrees not to store any flammable materials anywhere on the Marina premises, including within any boarding steps, except that as deemed necessary by the Owner such materials may be placed below decks aboard Owner's vessel, at his or her sole risk and liability. 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 San Diego Fire Department and the Marina Office to report such leak or spill. If the Marina Office is closed the Owner shall immediately contact security personnel, using the contract information provided at the dock phones, in order to report the spill or leak. Owner agrees in such event, further, 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. Owner shall, before returning the Vessel to the Marina, arrange to have the problem(s) causing any leak permanently corrected.

38. **Fishing and Fish Cleaning.** Fishing is not allowed in the Marina under any circumstances from the docks. No fish cleaning is permitted on the docks, in the slips or the boater bathrooms and other common areas.

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

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

41. **Maintenance Best Management Practices.** Owner and Owner's contractors must adhere to the following procedures. Failure to follow these policies /procedures will result in immediate termination of the Owner's Contract for Private Wharfage:

Policies & Practices.

1. All contractors, independent contractors and self-employed boat workers hired by Owner must maintain proof of insurance in the amount of \$500,000, a current business license, workman's compensation for employees and register with and receive prior approval from the Marina before beginning work on the Marina's premises. Marina requires the use of Best Management Practices for a clean environment.

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

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

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

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

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

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

3. Recycle oil and fuel products properly.

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

2. Always mix paints and epoxy over a tarp.

3. Always pan or drop cloth.

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

5. Spray painting is not allowed in the marina.

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

7. Marina recommends the use of non-toxic, biocide free bottom paints.
8. Bottom cleaning must utilize Best Management Practices to minimize 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. Use vacuum power sanders, vacuum all dust and debris. 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. Properly dispose of old or unnecessary products.
3. Do not store more than two gallons (total) of these products on your Vessel.
4. Never store any of these products in a dock steps.

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

42. **Restricted Access Through Gates.** 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 a marina tenant.

43. **Dock Carts.** Dock carts are provided for use by vessel owners and their guests. They must be returned to the base of the entry gate area as soon as possible after use. Under no circumstances are dock carts to be removed from the marina dock, except as necessary to transport items to a vehicle in the parking lot.

44. **Use of the Fitness Center.** The Owner and his/her immediate family (which includes spouse, child, parent and sibling), or up to 5 people if the Vessel is owned by a business entity, may use the Fitness Center located on premises. The Marina reserves the right to restrict or prevent access to these facilities by anyone other than vessel owners and their immediate families. Vessel owners and their guests may be required to execute a Disclaimer of Liability, Premises Access Agreement or other

separate agreement prior to using the Fitness Center. Vessel owners must accompany their guests at the Fitness center at all times. NO SAFETY PERSONNEL ARE ON DUTY at the Fitness Center.

45. **Living Aboard.** By signing the Marina Village Wharfage Agreement, boat owners have agreed to NOT live aboard or permit anyone else to live aboard their boat. Occupancy of the vessel by the Owner or any others in excess of 90 days within a one year period or continuous periods of five days or more shall constitute living aboard the vessel.

Owner's Initials or Signature: _____

Co-Owner's Initials or Signature: _____