



## **GRAND MARINA RULES AND REGULATIONS – EXHIBIT A**

*The word “Marina” herein indicates Grand Marina as well as any person duly authorized to represent Grand Marina. The word “Owner” is used herein to indicate the owner(s) of a vessel within the Marina and any person(s) associated with the owner(s) of a vessel, including all family members, agents or invitees on Marina premises. Grand Marina wants to provide a safe, efficient, and enjoyable atmosphere at the Marina. To ensure your safety and the smooth operation of the Marina, we require all tenants of the Marina to comply with the rules and regulations.*

### **1. COMPLIANCE TO GOVERNMENTAL AGENCIES**

Owner shall comply with all applicable rules, regulations and instructions of the United States Coast Guard, other local harbor authorities, and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency regarding vessels or berthing in a marina.

### **2. SPEED**

The speed limit within Marina is steerage only, with no wake.

### **3. UTILITY CONNECTIONS**

**Electrical** - Without exception, all connections made to Marina electrical receptacles shall be U.L. approved weatherproof, three wire, grounded type. Wiring must be of sufficient amperage for its use as specified by the National Electrical Code. All severely weathered cords must be replaced. Due to safety concerns undersized cords will be disconnected by Marina personnel.  
**Water** - Water hoses must not be attached to the vessel other than temporarily to fill on-board fresh water tanks, or must not be left on with a spray nozzle while not in use. Cords and hoses may not cross main walkways nor be affixed or secured to docks.

### **4. DOCK BOXES, BOARDING PLATFORMS**

No structure, including dock boxes, boarding platforms, etc. may be erected or placed upon any pier, float, or walkway without the prior approval of the Harbormaster. No structure may be permanently attached to any pier, float, or walkway.

### **5. MAKING FAST**

Halyards shall be secured to eliminate noise. Dock lines shall be of adequate size for the vessel and shall be replaced when worn. All vessels shall be moored with a four-point tie-up except end and side ties. It is recommended that you use a spring line to keep Vessel from moving back and forth in the slip during windy weather. There will be no overhang at the bow.

### **6. CHILDREN**

Children under 12 years of age are not permitted on the docks at any time without parents or other responsible adults. Non-swimmers or toddlers must wear life jackets at all times when on the docks or boat decks.

### **7. FISHING, SWIMMING**

Fishing, cleaning fish, or swimming are prohibited within the Marina.

### **8. BARBECUES**

Barbecues are not permitted on docks or anywhere in the Marina other than on a vessel.

### **9. NOISE**

- Main engines, power generating equipment, and other noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. except as necessary to enter or leave the slip. Engines shall not be operated in gear while the vessel is secured to the dock. The idle operation of engines for longer than 15 minutes will not be permitted.
- Behavior, which disturbs or creates a nuisance for others in the Marina or on the premises adjacent thereto, is not permitted.
- All persons within the Marina shall keep noise to a minimum and respect the rights of neighbors.
- No person shall shout, talk loudly, play musical instruments, or operate other noise making devices or equipment (except in emergencies) upon a vessel within the Marina between the hours of 9:00 p.m. and 7:00 a.m.

### **10. DISCHARGE OF WASTE MATERIALS**

Owner shall not throw, discharge or deposit from any vessel or float any refuse matter (sewage, greywater), oily bilges, or flammable liquid (“Waste Materials”) into the water or upon the Marina. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent Waste Materials from being pumped automatically into the water. **Owner shall at all times maintain an oily waste absorbent pad in each bilge. At no time will any person use any detergent or emulsifier on an oil spill.** All Waste Materials shall be deposited in the appropriate containers within the Marina. Drums for receiving and disposing of bilge water and oily wastes, conforming with applicable codes and regulations, are provided by an outside vendor for the exclusive disposal of such wastes. Marina shall also require boat owners to remove boats from the water before scraping or painting hulls in a manner which discharges toxic residues into the surrounding water.

### **11. CONSTRUCTION AND EXTENSIVE MAINTENANCE ON BOAT IN BERTH**

Major construction, deck work, sandblasting, power grinding, spray painting, repair, or complete overhaul shall not be permitted in the Marina. Any normal or minor maintenance shall be permitted while in the Marina. The Marina shall be the sole judge as to what constitutes “major construction or repair”. **No open containers shall be left unattended.** Marina shall also require boat owners to remove boats from the water before scraping or painting hulls in a manner which discharges toxic residues into the surrounding water. The Marina has a work berth area which can be made available to Owners upon request at Owner’s expense to complete maintenance work.

### **12. ANIMALS**

Animals shall be leashed at all times when on Marina premises. No animal shall be tied to any part of the docks, including fingers, or locker boxes. Animals shall be physically kept on board Owner’s vessel at all times. The Owner of an animal on the Marina premises shall be responsible for cleaning up pet feces.

### **13. SOLICITING AND ADVERTISING**

No advertising or soliciting of any kind is allowed on the Marina premises or on vessels.

### **14. YACHT BROKERS AND WORKMEN**

Yacht brokers, contractors, or persons working on Owner’s vessel must register with the Marina prior to admittance to the docks. The Owner shall notify the Marina in advance that these persons will be arriving at the Marina. At no time will the Marina allow workers on the docks without proper liability insurance of \$1,000,000 and Marina named as additional insured.

### **15. OWNER SELLING VESSEL PRIVATELY**

If Owner is selling his vessel, Owner must make arrangements to meet prospective buyers at the Marina. The Marina will not admit buyers to see any vessel in the Owner’s absence. Berths and liveboard situations are not transferable and may not be offered as a condition of sale. Prospective buyers will need to apply as does the general public.

### **16. COMMERCIAL BOAT USE**

No commercial boats or use of boats as a commercial venture is permitted while in Grand Marina.

### **17. FUELING FROM DOCKS**

No fueling or transferring of fuel from the docks is permitted.

### **18. PARKING**

Vehicles shall be parked in designated areas. **The display of a parking permit is required.** No parking areas shall be used to store any vehicle or trailer. The parking of any motor home, mobile home, camp trailer, camper, trailer, or similar vehicle shall be at the discretion of the Harbormaster and a special permit shall be issued. The Marina, its officers, agents, or employees shall not be liable to Owner or Owner’s agents for any loss of, or damage to any kind of motor vehicles or other personal property in or on the buildings, parking lots, or other Marina premises.

- Marina parking is limited to no more than 72 hours. Vehicles left for more than 72 hours without a liveboard permit or prior approval of the Marina Office will be subject to tow. Designated parking is expressly for the use of Marina slip tenants and their guests. Violators will be towed at the owner’s sole risk and expense. Long term storage of vehicles is not permitted. Vehicles shall not be left in the same spot for more than 72 hours.
- Vehicle maintenance work in the Marina parking areas is strictly forbidden.
- No overnight occupancy, loitering, cooking, or sleeping is allowed in or about any vehicle while in the Marina parking areas.
- The parking areas are also for the use of pedestrians moving about; please drive very slowly through these areas to avoid accidents and injuries.

### **19. BOARDING VESSELS WITHOUT PERMISSION**

Except a public officer or employee in the performance of his official duty, and unless to protect life and property, no person shall climb into or upon any vessel, boat, yacht or other watercraft berthed or anchored at any site or location situated within the Marina without the consent of the Marina, its agents, or any other person having charge thereof.

### **20. STORAGE OF MATERIALS AND PERSONAL ITEMS**

Supplies, materials, accessories, or gear of any kind shall not be stored within the Marina except in approved dock boxes. The Marina shall not be responsible for the locks installed on the dock boxes in the event that it becomes necessary for the Marina to enter the dock box in order to affect repairs or for the safety of the Marina or boats therein. No flammable or combustible materials of any type or excessively heavy items such as batteries, anchor chain, or anchors are allowed to be stored in dock boxes. Plants, bicycles, and other personal items must be stored on the Vessel, out of sight, in an uncluttered fashion.

### **21. STOWAGE OF DINGHIES AND SIMILAR CRAFT**

All such boats shall be kept on the Owner’s vessel or, when available, in dinghy racks, and not in a berth with another vessel. The use of another berth at any time for any non-emergency reason is not permitted. Dinghies stored in the Berth shall be kept free of debris and water at all times. The use of a tailored dinghy cover is recommended.

### **22. TELEPHONE MESSAGES**

The Marina does not accept telephone messages for berthers except in cases of life-threatening emergencies.

### **23. LIVEBOARDS**

Licensed liveboards are authorized to have one vehicle per signed persons on license agreement. They must use vehicle(s) on a regular basis and not store vehicles in the parking lot. The definition of a liveboard is a tenant that stays aboard his or her vessel four (4) or more days/nights per **seven day period**. All liveboards must have a Liveboard Agreement with the Marina Office. Any tenant staying aboard their vessel more than three (3) days/nights per **seven day period** that do not have a Liveboard Agreement with the Marina or prior permission (such as a vacation) will be in violation of their License Agreement and evicted.

### **24. CONDUCT**

Disorderly or indecorous conduct by an Owner, his guests or invitees that might injure a person, cause damage to property or harm to the reputation of the Marina shall be cause for

immediate termination of the Owner's Licensing and Access Agreement. Owner expressly agrees that Owner's vessel and facilities provided by the Marina will not be used in a manner that results in Owner becoming intoxicated by alcoholic beverages or drugs. Intoxication shall be conclusively presumed if the Marina requires the assistance of police, or if Owner engages in physical assault of another person or that person's property, or one of more or other users of the Marina file a written complaint with the Marina concerning Owner. Should Owner breach the foregoing covenant, the Marina shall have the right to terminate the Agreement upon three (3) days prior written notice and Owner agrees upon such termination. Any such termination shall be deemed for cause and Owner shall not be entitled to return of any portion of fee(s) hereinabove provided not then earned.

**25. FIREARMS**

No firearms or live ammunition is allowed on the premises.

**26. POSTING OF RULES**

The Owner shall comply with these rules and regulations and all amendments thereto as published by the Marina from time to time by posting on the bulletin boards located throughout the Marina or as published in the monthly newsletter. Such publication shall constitute official notice for such amendments.

**27. COLLISION**

In the event of a vessel collision in the marina, the incident is to be reported to the Harbormaster. If resulting in bodily injury or more than \$500 worth of property damage, it is required by law to be reported to the California Department of Boating and Waterways. Incident report forms can be found in the marina office.

*I have read, understand, and agree to all of Grand Marina's Rules and Regulations - Exhibit A. I understand that my tenancy is based on these rules.*

\_\_\_\_\_, Date: \_\_\_\_\_, \_\_\_\_\_, Date: \_\_\_\_\_  
 Tenant Tenant

**GRAND MARINA ACCESS AGREEMENT - EXHIBIT B**

As part of the License Agreement, Marina agrees to make available to Owner, key(s), card(s), or other access device(s) giving access to portions of Marina's premises under the following terms and conditions:

1. The key(s), card(s), or other access device(s) shall at all times remain under the management of Marina and shall not be transferred, loaned, or sold to any person other than Owner.
2. Owner shall have a revocable license to use key(s), card(s), or other access device(s) to gain access to those portions of the Marina's premises that Marina makes generally available to Owner and other licensees. Marina reserves the right to close off or deny access to portions of the premises, as it deems necessary, at its sole discretion.
3. In the event Owner or other person using the key(s), card(s), or other access device(s) violates any of the Rules and Regulations of Marina (Exhibit A) or otherwise breaches any agreement with Marina, Marina may immediately revoke Owner's license to use the key(s), card(s), or other access device(s) and may render the key(s), card(s), or other access device(s) inoperable. If Marina renders a key, card or other access device inoperable, such an act shall not constitute a breach by Marina of any agreement with Owner.
4. Marina shall have the right to prescribe such additional or further regulations governing the use or possession of the key(s), card(s), or other access device(s) as the Marina may desire, at its sole and absolute discretion.
5. Owner shall notify the Marina of any lost or misplaced key(s), card(s), or other access device(s) immediately upon learning the same.

*I have read, understand, and agree to all of the items in Grand Marina's Access Agreement - Exhibit B. I understand that my tenancy is based on these rules.*

\_\_\_\_\_, Date: \_\_\_\_\_, \_\_\_\_\_, Date: \_\_\_\_\_  
 Tenant Tenant

**ARREARS PAYMENT POLICY**

All fees are due on the first of every month. Late fees, letters, and phone calls will be executed according to the following schedule.

11<sup>th</sup> of first month (day 11) – late statement and assessment of late fee

15<sup>th</sup> of first month (day 15) – first phone call

20<sup>th</sup> of first month (day 20) – regular statements stamped with "PAST DUE"

30<sup>th</sup> of first month (day 30) – gate keys deactivated. Certified letter sent to customer advising of pending impound of vessel and \$25/day storage fee in addition to regular rent. \$10.00 certified letter charge. Documented vessels additional \$25.00 document fee.

15<sup>th</sup> of second month (day 45) – Vessel impounded, chained to dock, and tagged. Certified letter advising of impound and pending lien and sale. \$10.00 cert. letter fee, \$200.00 impound fee (documented vessels require a \$520.00 impound fee and a \$48.00 document fee). Information is forwarded to the lien service company. Vessel is liened and possibly sold.

At this point full payment will be required via cash, money order, or cashiers check in order to release the vessel. Payment by personal check will be held for ten days before removal of chain and cancellation of lien.

*I have read, understand, and agree to the above arrears policy.*

\_\_\_\_\_, Date: \_\_\_\_\_, \_\_\_\_\_, Date: \_\_\_\_\_  
 Owner Owner

**Boater Lien Law**

**Boater Lien Law**, OWNER acknowledges and agrees that and unpaid monthly rental stated herein for the Vessel Space constitutes a lien in favor of GRAND MARINA against the Vessel pursuant to the Harbors and Navigation Code, Division 3, Chapter 2 Article 3 and 4, Section 501 through 509 inclusive. If OWNER shall be delinquent for twenty days in payment of such rental, GRAND MARINA shall have the right (a) to satisfy said liens as stated above and (b) to remove the Vessel from the assigned space and impound said Vessel. Should this occur, OWNER further agrees to pay an impound fee and daily storage fee. Said removal and impounding shall in no event result in any liability of GRAND MARINA to OWNER and shall not require notice to OWNER.

\_\_\_\_\_, Date: \_\_\_\_\_, \_\_\_\_\_, Date: \_\_\_\_\_  
 Owner Owner

**GRAND MARINA PARKING RULES**

*I have read and understand the Grand Marina Parking Policy (Separate Form)*

\_\_\_\_\_, Date: \_\_\_\_\_, \_\_\_\_\_, Date: \_\_\_\_\_  
 Owner Owner