

MARINA RULES AND REGULATIONS (Addendum 1)

- 1. ENVIRONMENTAL.** The Marina is committed to helping preserve and protect our marine environment. We strongly encourage boaters to use Environmentally Sound products and practices while maintaining their boats and to Reduce, Reuse and Recycle wherever possible. Solid or liquid waste shall not be discharged into the water or on land. All spills of gas, diesel fuel, oil, sewage or other hazardous materials must be reported immediately to all appropriate governmental authorities and the Marina. The use of detergents or emulsifiers on spills is prohibited. Proper disposal of all solid or liquid waste is the sole responsibility of the boat owner. An oil disposal facility is provided at the Marina to dispose of used motor oil, filters and absorbents. Boaters may contact the Marina Office for access or for the location of the nearest hazardous waste disposal facility for disposal of any other hazardous waste.

 - a. LIQUID WASTE.** Hazardous chemicals, including oil, oily water, engine coolant, hydraulic fluid, gasoline, diesel, paint, varnish and mineral spirits may not be allowed to enter the water or the ground and may not be left where they might be prone to leaking or spilling or be exposed to rainwater. Absorbents or Coast Guard approved oil/water separators must be used to prevent automatic bilge pumps from discharging any fuel or oil contaminated water into the Marina. Boats may only be washed with biodegradable soaps and the amount of soap used must be kept to a minimum.
 - b. SEWAGE.** No sewage shall be discharged into marina waters. All sewage systems on boats must be U.S. Coast Guard approved and must be secured to prevent discharge while the boat is docked. The use of designated pumpout stations or mobile pumpout services to properly dispose of sewage is required. All boats shall be subject to inspection at any time by the Marina staff and other authorities to ensure that all sewage systems are Coast Guard approved and all through-hull valves are properly sealed to prevent discharge while in port. No boat Berth may be used or occupied by any boat, unless the boat's marine toilet (head) contains an adequate holding tank or other equivalent device approved by or on behalf of the Environmental Protection Agency and the United States Coast Guard that can receive and retain sewage from the boat's head to preclude discharge of sewage or chemicals into the waters of the marina ALTERNATIVELY, it is required that marine toilets of boats without holding tanks or equivalent devices are, in fact, rendered inoperable at all times when the boat is moored in the marina. **ANY VIOLATION OF THIS MARINA RULE IS CAUSE FOR IMMEDIATE CANCELLATION OF THE RIGHT OF USE OR OCCUPANCY OF THE MARINA AND SHALL BE REPORTED TO ALL APPROPRIATE AUTHORITIES. See San Francisco Bay Conservation and Development Commission Permit No. 25-62, Section II, para. C.2.a. and b.**
 - c. TRASH & SOLID WASTE.** Paint chips, sanding debris/dust, and other solid waste must be captured and contained to prevent discharge into the water. Garbage is not to be thrown overboard or stored on the docks. It must be placed in the receptacle(s) provided. Recycling bins are available for use and boaters are encouraged to separate recyclables. No oil, paint, solvents or other hazardous items are allowed in the trash or recycling bins. Electronics, batteries, and fluorescent bulbs are prohibited by law from being disposed of in the trash. Contact area hazardous waste disposal facilities for proper disposal.
- 2. GUESTS.** Boat Owner shall be responsible for the conduct and control of all guests, Contractors, agents, or others invited to Safe Harbor Marina Bay Yacht Harbor. Conduct by Boat Owner or his guests, Contractors or agents that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of Safe Harbor Marina Bay Yacht Harbor (including use of drugs or becoming intoxicated by alcohol) shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina. Children under 12 years of age are not permitted on the docks without a parent or responsible adult in attendance. Non-swimmers and young children are advised to wear life jackets when on docks or watercraft decks.
- 3. NOISE.** Noise should be kept to a minimum at all times. Discretion in operating engines, generating plants, radios, televisions, other sound producing devices and other power equipment should be used so as not to create a nuisance or disturbance. No loud music or disturbances shall be allowed after 10:00 p.m. Except for entering or leaving the Berth, main engines, power generating equipment or other noise making machinery shall not be operated between the hours of 10:00 p.m. and 8:00 a.m.
- 4. STORAGE ON DOCKS.** Storage of items must be confined to the dock box or the boat and will not be permitted on the docks, finger piers, parking areas, etc. Walkways shall be kept clear at all times. Only approved dock boxes and dock stairs are allowed on the docks. Only dock boxes properly identified and approved by the Marina

may be installed and then only in designated areas. Storage of hazardous or flammable materials is not allowed on or about the docks or in dock boxes. Any unapproved items found on a walkway or finger pier will be removed and disposed of at Boat Owner's risk and expense. Boat Owner shall not alter the Berth, dock area or utility services. Boat Owner shall not install or place any personal property, dinghies, small craft, equipment, antennae, satellite dishes, boxes, or lockers of any type on the dock, pilings or adjoining walkways, without the written permission of Marina.

- 5. SWIMMING AND FISHING.** Swimming, diving, and fishing are not permitted from the docks or finger piers however, this shall not be construed in such a manner as to prevent Boat Owners from performing underwater maintenance or inspections of their boat.
- 6. PARKING AND MOTOR VEHICLES.** Parking at Safe Harbor Marina Bay Yacht Harbor is by permit only, limited, not guaranteed and is expressly for the use of Marina tenants and their authorized guests. To receive a Parking Permit, the Boat Owner must submit a Marina Parking Rules Addendum to the Marina for approval, and if the Addendum is approved by Marina, a completed, fully executed Addendum must be attached to this Agreement and deposit paid for each permit. The Parking Addendum is hereby incorporated into this Agreement by reference.
- 7. COOKING AND CAMPFIRES.** No open fires, BBQ's or cooking stoves are permitted on the docks in the Marina. Only approved BBQ's may be used onboard boats while docked in the Marina.
- 8. PETS.** Pets are permitted only if they do not create any disturbance or nuisance. All pets must be kept on leash when on docks or other Marina property. Owners of off leash pets may be assessed a fine in accordance with Richmond Municipal Code to be applied to their account. Pet owners are responsible for cleaning up after their pets. All pets on Marina property are subject to DNA registration. Any uncollected pet waste may be DNA tested and the owner responsible for the uncollected pet waste shall be fined for collection and testing costs for each incident as listed in the Marina Rate Schedule. Marina reserves the right to bar any pet from the Marina. All pets belonging to liveaboards must be approved by Marina, registered and an additional monthly fee paid per the Marina Rate Schedule.
- 9. BOAT MAINTENANCE.** Safe Harbor Marina Bay Yacht Harbor strongly recommends the use of environmentally safe cleaning and paint products and practices. Open containers of paints, varnishes, cleaning products or other chemicals are not allowed on the docks. If a material is in use, small open containers may be permitted topside on the boat, as long as there is adequate protection from any drips, leaks or spills from reaching the dock or water. All paint, varnish, epoxy, and other products must be mixed over a tarp or a drip pan. Any sanding or scraping must prevent the dust or debris from entering the water. The use of vacuums and filter attachments for power tools is mandatory. Other than employees or approved subcontractors of the Marina and approved Contractors employed by Boat Owner and registered in Marina, only Boat Owners or Boat Owner's employees who normally operate the boat may perform work.

 - a.** Written approval to perform work other than normal maintenance must be obtained from the Harbormaster in advance. **Hull repairs, major engine repairs/overhaul, major sanding and painting, major carpentry/rebuilding projects or projects affecting 25% or more of the boat length will normally not be approved.** Any approved projects must be accomplished strictly in compliance with all applicable laws and regulations; any violations will cause immediate stoppage of work and may lead to cancellation of project approval. Repairs that may damage the docks are not allowed. Consent for power sanding or grinding shall be given only if Boat Owner or other authorized person can demonstrate and subsequently employ a feasible method for dust collection and mitigation.
 - b.** Boat Owners are liable for any damage to Marina property which occurs as a result of such repairs. At the end of the day, all tools, lumber, supplies, etc., shall be neatly stored upon the boat. Work items and debris shall not be left on docks or finger piers. The boat owner shall remove from Marina property any debris that results from repairs, in compliance with all applicable laws.
- 10. USE OF CONTRACTORS.** Outside Contractors must be registered with the Marina and provide proof of current liability insurance and worker's compensation insurance prior to commencement of work. Boat Owners are responsible for ensuring that any Contractors or other persons performing work on their boat adhere to these rules, applicable Best Management Practices for their trade, properly dispose of all waste materials and wherever practicable, use environmentally safe cleaners and paints. Boat Owners are liable for any damage caused by their outside Contractor.

- 11. UNDERWATER HULL CLEANING.** All boats berthed at Safe Harbor Marina Bay Yacht Harbor should have legal bottom paint or other coatings. Boat Owners are encouraged to use the least toxic bottom paint practical and to follow manufacturer's recommendations for application, hull repair/bonding, maintenance, and cleaning. Boat Owners are encouraged to regularly use environmentally friendly hull cleaning companies, to monitor their divers, and to encourage their divers to use the least abrasive pads possible and other Best Management Practices. Depleted zincs must be disposed of properly. Boat Owners and their hull cleaners are encouraged to be aware of invasive species and to properly report and dispose of any found on the boat.
- 12. SEAWORTHY CONDITION OF BOAT.** All boats are to be maintained in a sound and seaworthy condition, as defined solely by the Marina. When this fails to occur and/or Marina considers there to be a risk of sinking, fire or other hazard, the Marina may, in its sole discretion, require the Boat Owner to correct the problem(s) which may require the Boat to leave the Marina for a repair facility. Failure to do so will be a **DEFAULT** in the terms of the Agreement. The Marina reserves the right to perform periodic boat inspections to determine the seaworthiness of any boat. Boat Owner agrees to have a working automatic bilge pump on the Boat at all times.
- 13. ELECTRICAL.** All connections made to the Marina receptacles must be U.L. approved, marine-type. Wiring must be of adequate size for power provided. This determination is the boat owner's sole responsibility and duty, and the boat owner assumes all risks therefore. Cords are not allowed to cross over the top of walkways. No alterations or modifications to any electrical outlet used for servicing a boat with shore power shall be made. Plugs must match the receptacle used. The use of adaptors to connect household type extension cords to the Boat are not permitted. Marina reserves the right to refuse connection of utility services to any electrical wiring/connections it deems inadequate or unsafe.
- 14. WALKS.** Do not run on walkways of dock areas. Deck shoes are suggested for your safety. If water hoses or mooring lines, or any other thing is required to cross over a dock, it must be routed so as not to present a tripping hazard. Water hoses should be connected to spigots only when being used.
- 15. BERTH AREA.** No portion of a boat (i.e., hull, bowsprit, plank, bow pulpit, etc.) shall overhang the walkway at any time nor extend into the waterway more than two feet unless approved in writing by the Marina. Private gangways or boarding steps will not be allowed to block access to another boat. Boarding steps and ladders are subject to approval by the Marina. Boat owners shall keep their Berth free from debris.
- 16. MOORING LINES.** Boat owners shall provide and maintain appropriate sized mooring lines in good working order and condition and will be responsible for tying up their boat so as not to damage other boats or property including the dock in all weather conditions. If Marina employees have to retie a boat at any time, due to poor mooring lines, a labor and/or material charge may be assessed against the boat owner.
- 17. BICYCLES ON DOCKS.** Riding or storing motorcycles, motor scooters, foot scooters, skateboards, rollerblades, skates, bicycles, and similar devices are prohibited on Marina docks.
- 18. LAUNDRY.** Laundry shall not be hung on boats or docks. Coin operated laundry facilities are available.
- 19. LIVEBOARDS.** Occupying a boat for four or more consecutive days, or more than 14 days in any 30-day period, is considered residential use and is strictly prohibited unless approved in writing in advance by the Marina. All persons desiring to liveaboard must submit a Liveaboard Application, written proof of insurance coverage for liveaboard usage and Liveaboard Addendum to the Marina office and receive Marina approval of the Addendum prior to occupancy. Violation is subject to the posted fine listed in the current Complete Rate Schedule. Residency shall not be authorized on barges or non-powered boats. Houseboats and Floating Homes are not permitted.
- 20. WAKE.** **No wake allowed in the Marina!** Boat owners are responsible for damage caused by their boat's wake regardless of compliance with posted speed limits.
- 21. FUEL.** Personal fueling of boats (carrying fuel in gas cans, etc.) is not allowed within the Marina. Storage of gasoline, fuel, or other combustibles on the docks is strictly forbidden.
- 22. WEAPONS/FIREWORKS.** Absolutely no fireworks of any kind may be used or stored in the Marina. No weapons or shooting of any kind are permitted on Marina premises.
- 23. DOCK CARTS.** Dock carts are provided for your convenience. Please keep the carts clean and return them to the gangway after use. **Do not leave carts in parking lots, sidewalks or along the bike path.**

24. BOAT LIFTS, FLOATS, BATHS ETC. Boat lifts and floats (such as HydroHoist, floating pontoons etc.) are only permitted with the written permission of the Harbormaster. Boat baths and similar such devices that require chemical additives to control marine growth are not permitted in the marina. The Boat Owner is responsible for the complete removal of any such devices when vacating the Berth and will be liable for any damage the installation of such devices might cause to the Berth.

25. DINGHY DOCK. Use of another slip not assigned to the Boat for any non-emergency purpose is prohibited. Dinghies, tenders or other floating implements are not allowed on docks or piers. Designated Dinghy Dock Areas are for the short-term (less than 72-hours) mooring of small dinghies (under 14' LOA) that are actively used. Storage of dinghies in these areas is expressly forbidden. All dinghies docked in these areas must be clearly labeled with the Owner's Last Name and Berth Number. All dinghies docked in these areas must be clean and in good working order. Permission to dock may be revoked at any time for any reason by the Marina. Dinghies found in violation of these rules or tied up in other areas not designated for dinghy docking may be impounded and removed at the owner's risk and expense. The Marina reserves the right to charge any associated impound, removal and storage costs to the owner's account.

26. COMMERCIAL ACTIVITY. No commercial activity shall be conducted at the Marina, without the prior written approval of the Marina. Commercial activities include, but are not limited to, rental, leasing, time-sharing, peer-to-peer usage or chartering of boats, whether for compensation or on behalf of "non-profit" groups, use of the boat for office space or providing any goods or services. No use of the Marina address or telephone or facsimile numbers in any print or electronic advertising, signage, brochure, letterhead, business card, or other commercial documents or use of the Marina address for receiving mail is permitted. No advertising or soliciting is permitted in the Marina. The display of "FOR SALE" signs or other commercial banners on a boat is not permitted without prior Marina approval.

27. GATES AND KEYS. Security gates shall remain locked and closed at all times. Keys for the gates and restrooms are provided to all tenants at the beginning of tenancy. Keys to the docks, restrooms, laundry, and other Safe Harbor Marina Bay Yacht Harbor facilities are for the sole use of tenants and their families. They are specifically not to be given to any Contractors (mechanics, divers, woodworkers, detailers, sail makers, canvas workers etc.). Any Contractors needing access to the dock in the absence of Boat Owner need to come to the Harbor Office for a Day Key. Guests shall not be permitted access to Marina docks and other facilities unless escorted by a Boat Owner or authorized Boat operator. Keys that are being misused or are in the possession of unauthorized persons will be confiscated or deactivated. Marina reserves the right to deactivate or restrict access rights to any and all keys assigned to accounts that are in arrears and subject to lien.

28. PENALTY FEES. If any penalty fees (Late Fee, Lien Fee, Chaining Fee, Expired Documentation/Registration Fee, Expired Insurance Fee, Pet Fines, Unauthorized Liveaboard Fee, Unauthorized Charter Violation Fee etc.) as listed in the marina Complete Rate Schedule are charged, any future payments received by the Marina will be applied to payment of those Fees and any remaining balance will be applied to berth license fees. Any unpaid berth license fees are subject to a maritime lien on the vessel and may subject the vessel to foreclosure.

29. INTERPRETATION OF SLIP LICENSE RULES. The Harbormaster is empowered to interpret these Rules and will be available to do so at reasonable times. If any doubt arises as to an activity which may be precluded by these Rules or the Slip License Agreement, interpretation should be requested prior to undertaking such activity.

These rules of the Marina are subject to change and may be amended from time to time. Non-compliance with any rule may result in termination of Slip License Agreement. PLEASE NOTIFY THE MARINA OF ANY UNSAFE, UNLAWFUL, OR HAZARDOUS CONDITIONS THAT COME TO YOUR ATTENTION.