

**CITY OF CORPUS CHRISTI, TEXAS
MUNICIPAL MARINA
RULES AND REGULATIONS GOVERNING
SPACE/SLIP RENTAL CONTRACT, AGREEMENT FOR LIVE ABOARDS, ETC.
(IN ACCORDANCE WITH CITY ORDINANCES)**

These Rules and Regulations are adopted under authority of Article II, Chapter 12, City Code of Ordinances.

Definitions. For the purpose of these Rules and Regulations, the following words and/or terms shall have the following meanings.

“ABYC Guidelines” means the American Boat & Yacht Council Construction Guidelines.

“City” means the City of Corpus Christi, Texas and its employees.

“Marina” means the Corpus Christi Municipal Marina and its employees.

“Owner” means the vessel Owner or Owner’s guest(s), agent(s), service provider(s) or representative(s) that are designated in writing by Owner to Marina.

“Vessel” means any watercraft that occupies a Marina slip/space/dock.

“Contract” or “The Contract” means the City of Corpus Christi, Texas Marina Slip/Space Rental Contract, Live Aboard Agreement (if applicable) and associated documents, i.e., the City of Corpus Christi, Texas Municipal Marina Rules and Regulations, including Chapter 12 of the City Code of Ordinance “Boats, Bays, and Waterways”, Temporary/Tenant Key Issue and/or Lease Termination forms, all between the Marina and Owner.

“Lease” means the Marina Slip/Space Rental Contract and associated documents.

“Daily” means a 24-hour period.

“Weekly” means terms of seven consecutive nights.

“Monthly” means terms of thirty consecutive nights.

“Annual” means terms of twelve consecutive months.

“Permanent slips” means slips used in accordance with an executed slip rental contract.

“Temporary slips” means slips used on a visiting basis.

“Visiting/Transient Vessel” means a vessel without an executed slip rental contract.

“Liveaboard vessel” means a vessel that is utilized/occupied by a person for residential purposes under Marina Guidelines and Policies.

“Liveaboard” means a person that utilizes/occupies a liveaboard vessel for residential purposes under Marina Guidelines and Policies.

Rules and Regulations.

- 1. Admission, Registration, Slip Agreement, Lease Execution and Lease Termination.** Only vessels in good and seaworthy condition will be admitted into and allowed to register for slip use (permanent or temporary). All vessel Owners or captains must have a slip reservation and/or immediately report, by radio or in person, to the Marina Office upon arrival for registration, slip assignment and payment prior to occupying a Marina slip. Owners will not change slips without permission from the Marina. The Marina’s Slip Waiting List will be used to fill all slip vacancies. There will be a non-refundable, non-transferable \$25 Slip Waiting List charge required.

a. Criteria for admission.

- (1) Owner’s vessel shall be registered and documented, marked and maintained as required by Local, State and Federal regulations.
- (2) Owner shall, upon lease execution, provide the Marina Office a copy of the vessel’s registration or federal documentation in the Owner’s name.
- (3) Owner’s vessel shall, within ten days of arrival, be subject to an initial and subsequent inspections by Marina or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance, including but not limited to: operational engine(s); size, condition, number and length of dock lines and cleats; adequate fendering; condition and appearance of exterior portion of vessel; condition of bilges and bilge pump(s), condition of fuel tanks, marina head facilities, and plumbing, etc.
 - a. All vessels must have adequate electrical or mechanical, permanently installed bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen.
 - b. All vessels must be equipped to comply with The Clean Vessel Act, as discussed in Paragraph 5, below.
 - c. Owner of liveaboard vessel shall submit an annual marine survey inspection of the vessel by independent marine surveyor to ensure sanitary compliance with ABYC Guidelines. Inspection shall be held prior to locating the liveaboard vessel into its slip and/or upon renewal of same.
 - d. All vessels shall be required to be able to move under their own power at all times.

- e. The Marina Superintendent or his/her designee may request to board a vessel at any reasonable time for verification of compliance with Marina rules, regulations and policies, Local, State and Federal laws.
 - b. **Slip Assignment and Matching Vessel Length with Slip Length.** Marina will attempt to honor Owner's preference for slip assignment, consistent with Marina's need to match vessels to slips of an appropriate size. If Owner's vessel is less than ninety percent of the length of the slip to which originally assigned, Owner agrees to move, at Marina's request, Owner's vessel into an appropriate size slip with similar utility services.
 - c. **Termination.** The Contract may be canceled, and vessel ordered to immediately vacate the space being occupied for the violation of City Marina Rules and Regulations.
 - 2. **Dockage Charges and Vessels Measurement.** Dockage charges will be calculated by multiplying the appropriate dockage rate by a vessel or slip length, whichever is greater (as detailed below), plus applicable utility and dock box charges:
 - a. Determination of Vessel Length Overall.
 - (1) Marina may elect to use the registered or documented length as the basis for dockage charges. Any question of length will be settled by measurement.
 - a. Boats will be measured by Marina from the bow extremity along a straight line parallel with the water. Extensions, such as pulpits, bow sprits, davits, dinghies, and outboards will be included to determine the vessels measured length overall.
 - b. The minimum length that will be used for calculating dockage charges relative to a visiting and/or live aboard vessel shall be thirty-five (35) feet.
- 3. **Advertising, Soliciting and Commercial Use.**
 - a. Advertising or soliciting for commercial purposes, shall not be permitted except in those areas designated for this and approved by the Marina.
 - b. Watercraft shall not be used for commercial purposes from the Marina unless assigned to or occupying, while so engaged, a slip designated for commercial use. All commercial use must be requested in writing by Owner and approved in writing, in advance by the Marina
 - c. Yacht Brokerage – Persons interested in purchasing a vessel berthed in the Marina will not be allowed access to the vessel unless the Owner or and Owner's representative is present. Owner is not allowed to abuse the Marina access policy by merely calling the Marina when the Owner wants a prospective buyer to look at the vessel.

- 4. Checking Out At Termination of Contract.** Owner agrees to notify Marina when removing Owner's vessel permanently and shall settle Owner's account prior to departing. Marina requests that Owner leave a telephone number and forwarding address to facilitate handling of mail and telephone calls. All personal property must be removed from dock boxes upon termination of Contract. After Owner's vessel departs, locked dock boxes shall be opened by Marina and Marina shall not be responsible for any contents therein.
- 5. The Clean Vessel Act and Local, State and Federal Regulations.** Owner agrees to comply with City Ordinances and State and Federal laws including those concerning the stowage and disposal of human/raw waste. All boaters are prohibited from discharging raw sewage into waters of the Marina or into any water or area where the discharge is prohibited by any law or regulation. All holding tank valves shall be set to direct waste into an onboard holding tank. The valve directing waste into the holding tank shall be secured to prevent overboard discharge into Marina/Corpus Christi Bay waters. Marina will make best efforts to provide a designated site for self-service pump out for holding tanks/port-a-potties, free of charge. Other sanitary pump out services may be available and provided, for a charge. Owner is encouraged to use Marina toilet/shower facilities in lieu of onboard facilities when in Marina waters.

 - a.** Owners will be prosecuted for discharge of raw sewage into marina waters. Contract may be canceled, and relative vessel ordered to immediately vacate the space being occupied for such violation.
- 6. Conduct.** Owner and Owner's representative(s) and guest(s), for whom Owner is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina Staff, patrons and guests.

 - a.** Owner and Owner's guest(s) will keep noise to a minimum at all times and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted. See Corpus Christi Marina Work Regulations, published separately.
 - b.** Ordinance No. 6-101, the leash law applies to all Marina docks and upland areas. Pets are permitted at the Marina only if they are not a nuisance. Owner is responsible for actions of Owner's pets. The Contract may be terminated by Marina if Owner's pet creates a nuisance. Examples of nuisance behavior include but are not limited to: toileting on Marina property or on the property of others (unless Owner immediately removes all traces of waste material and disposes of them in a closed container placed in a trash receptacle); noise, threatening demeanor, running at large, etc. Pets may not be tied on docks, walks, or land including restroom facilities. Pets, except for service animals assisting the disabled, are not permitted into Marina buildings i.e. Boater's Facilities.
 - c.** Fishing and cast netting are not permitted from docks or slips. Owner may fish or cast from Owner's vessel only if activity does not disturb other guests or damage or foul the property of another, and all fishing equipment, catch, and residue are contained on the vessel. All residue from cleaning fish and shellfish shall be retained on board for proper

disposal or sealed in plastic bags and placed into upland dumpsters provided by the Marina. The cleaning of fish and shellfish on the docks or finger piers, and the disposal of fish or shellfish parts in waters or grounds of Marina is prohibited. State and Local laws prohibit disposal of fish parts in Marina waters. Marina reserves the right to prohibit fishing.

- d. Fishing from T Heads and L Head must not interfere with the movement of vessels around the marina.
 - e. Swimming and diving are not permitted in the waters of the Marina except for purposes of vessel maintenance (see Ordinance 12-76).
 - f. Rigging shall be secured to prevent undue noise.
 - g. Owner agrees to hang no laundry, towels, bathing suits or other items above decks on Owner's vessel or on docks and finger piers or other facilities of Marina.
 - h. Security gated and restroom doors are to be kept closed and locked at all times and laundry and computer rooms shall be locked when not occupied. People who do not have keys will not be given access to gates or restrooms and should be reported to Marina or Marina security. Tenants are requested to cooperate with Marina Staff, Corpus Christi Marina, Neighborhood Watch, and local authorities.
 - i. Firearms, loaded or unloaded, will not be displayed topside or on Marina property.
 - j. Bicycle, motorcycles, motor bike, moped and motor scooter riding, skating, and skateboarding on the docks is prohibited and these items may not be stored on the docks.
 - k. The use or display of live fireworks is prohibited from boats, docks, and upland property of the Marina.
- 7. Contraband and Related Matters.** Possession of contraband and prohibited items or substances, including but not limited to illegal drugs and narcotics, unlicensed weapons that require a license, unlawful weapons and loaded firearms is prohibited. Marina has a policy of cooperation with Local, State and Federal agencies, including the U.S. Coast Guard in the execution of its "zero tolerance" responsibilities and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Owner or Owner's guest or crew by any agency for a suspected offense cover by this provision may result in termination of the Contract prior to final legal disposition.
- 8. Contractors.** Owner agrees to only use contractors or service personnel who register at the Marina Office and produce proof of insurance, if required, in accordance with City Ordinance prior to working on any vessel in the Marina. See Corpus Christi Marina Work Regulations, published separately. Owner agrees to pay the daily rate for electricity used by Owner's Contractor unless the Contractor uses the electrical service at Owner's leased slip or for which Owner has paid in advance.

9. Emergencies. Owner must maintain Owner's vessel in a state of readiness for movement in case of fire or emergency evacuation. Owner will notify Marina if propulsion machinery is inoperative and will remain so for more than 48 hours, and will advise of action being taken to restore machinery to operable condition. In an emergency, Marina reserves the right, but not the responsibility, to take action necessary and prudent to safeguard Owner's vessel and adjacent vessel and property of Marina. Owner agrees to pay Marina all charges for damages to City/Marina property and services rendered on behalf of Owner and Owner's vessel in an emergency situation, to include charges for Marina Staff and materials and/or the costs of hiring a contractor to move to remove the vessel and to make any repair required to make the vessel safe and free from defects which may endanger life, property or natural environment.

10. Exclusive Use. Marina, Owner, and Owner's guests alone may use the shore side boater's facility/restroom and laundry facilities.

11. Fires, Fueling, Fuel Dock, and Dangerous Conditions.

- a. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited on docks. Any damage to property for such use shall be repaired at Owner's expense.
- b. Cooking aboard a vessel is permitted if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the U.S. Coast Guard.
- c. The fueling of vessels is permitted on the docks by no more than two five (5) gallon portable tanks unless otherwise approved, in writing, by Marina Superintendent or his/her designee. Fuel shall be stored only in tanks integral to the vessel, except that not more than two five (5) gallon portable fuel cans, properly rated as fuel containers, may be kept on board if secured to the vessel, to prevent shifting or spillage of fuel. Owner will immediately correct any dangerous or hazardous condition on Owner's vessel, or caused by Owner's vessel, upon notice of the condition.
- d. Gasoline and other petroleum/chemical products, explosive and incendiary and hazardous materials, including environmental hazards, may not be left on docks, and may not be stored in dock boxes. These materials, if found unattended, may be, without notice, removed and disposed of by the Marina at Owner's expense.
- e. Fueling operations. Any discharge into waters of the Marina, is prohibited by law. Owner is responsible for assuring that Owner's vessel does not discharge, either by venting or by overflowing the filler, into Marina waters. Precautions must be taken to catch or absorb any overflow.
- f. Fueling at the fuel dock will require the Owner or Owner's adult designee to attend the fuel nozzle throughout the fueling operation until the nozzle is shut off and returned to the fuel station. Portable fuel tanks and equipment should be placed on the fuel dock for filling. Before refueling vessels, close hatches, doors, and ports. Shut down all engines, motors, and equipment. Ground gasoline nozzle. Do not top off tank and do

not smoke. After refueling, clean up any fuel spillage, open hatches, doors and ports, ventilate bilges and cabin and operate bilge blower in accordance with correct marine procedures.

- g.** Contaminated Bilge Water/Oil Reclamation Center operations. Precautions must be taken to catch or absorb any overflow. Use shall be overseen by Marina Staff. Owner or Owner's adult designee shall attend the suction end of the hose throughout the operation and until the hose is returned to Marina Staff.

12. Insurance/Loss. Owner agrees to have Owner's vessel insured by liability insurance and to be held responsible for damage caused to other vessels in the Marina or to the structures thereof. Marina assumes no responsibility for the safety of any vessel docked at the Marina and will not be liable for fire, theft, or damage to said vessel, its equipment, or any property in or on said vessel, however arising. **Owner acknowledges that he/she has been advised that the Marina makes no representation or warranty that Marina offers Owner or Owner's vessel a safe berth, or that Marina offers the safest available refuge.** Owner and Owner's vessel are fully responsible for all of the consequences of the vessel continuing presence in the Marina as set forth in the Contract. Owner agrees to hold the City of Corpus Christi harmless in the event claims for damage to other persons or property arise from the presence of Owner's vessel in the Marina. Owner has produced evidence of, or has covenanted and agreed that Owner has in full force and effect, and Marina has relied upon:

- a.** A marine hull insurance policy of a "Named perils" or "all risks" for the value of the vessel; and
- b.** A third-party liability policy, also known as a P & I policy.

Owner agrees that Owner is fully responsible for making arrangements for the safety and protection of Owner's boat and appurtenances. Owner authorizes Marina to remove Owner's vessel from Marina, at Owner's expense, if Owner fails to remove said vessel after receiving notice from Marina that the vessel is imperiled or represents a threat of damage to Marina property or to property of a third party (See Ordinance #12-71).

13. Live Aboard Policy. Each tenant is allowed to stay up to fifteen (15) nights a month aboard their vessel. Only tenants that have filed the appropriate paperwork, pay the monthly fee, and are listed as a full time liveaboard are allowed to stay longer than fifteen (15) nights in a month. The marina will allow up to twenty-two (22) liveaboards at a time in the marina.

- a.** Each liveaboard vessel is required to be moored in an electrically metered slip.
- b.** The appropriate liveaboard rate/fee and liveaboard rate for electric service will be charged when the Owner or Owner's guest or crew resides in a vessel that is utilized/occupied as a liveaboard vessel for more than fifteen nights in a calendar month.
- c.** All liveaboard vessels shall have a holding tank(s) or a marine sanitation device(s) in compliance with marine regulations and policies (ABYC). See #1a(c).

- d. Liveaboards will be required to establish their individual mailing address outside the Marina and will not be allowed to receive mailing via the Marina Office's location and/or mailing address. The liveaboard rate/fee also applies if the Marina is used as the principal residence while in the Corpus Christi area, or the Marina address, 400A North Shoreline Boulevard, Corpus Christi, Texas 78401 is used as an address to receive regular mail.
- e. The Owner agrees to inform the Marina of any actual or planned live aboard period as defined by Marina policy.
- f. Owner acknowledges that it is a condition of liveaboard status that Owner will him/herself or, at Owner's expense, make Owner's vessel available to the Marina to pump out the onboard holding tank at least once per calendar month and more frequently if required to maintain sanitary, odor free condition.
- g. Only vessels that are correctly outfitted as determined in accordance with U.S. Coast Guard regulations and which are thirty-five (35) feet or longer, may be occupied in a year-round live aboard status.
- h. Persons living aboard boats agree to accept existing facilities as they are when they originally register as liveaboards.
- i. Marina reserves the right to disqualify any vessel for live aboard status if, in the Marina's sole judgment, the vessel provides unsuitable habitation for the intended users. The Live Aboard permit may be revoked at any time by the Marina Superintendent or his/her designee upon violation of any Marina rule, regulations, policy or Marina Superintendent or his/her designee issued directive including rent delinquency and/or Local, State and/or Federal laws/regulations.
- j. All liveaboard vessels shall comply with Marina regulations and policies and Local, State and Federal laws.
- k. Only one vehicle may be parked on the Marina premises for each liveaboard vessel and must be in operational condition at all times.

14. Parking.

- a. Owner shall inform Marina of Owner's intention to leave a parked vehicle during Owner's absence from the Marina for more than 48 hours.
- b. All motor vehicles and trailers parked in Marina lots must meet current State Motor Vehicle registration requirements and be in good serviceable condition.
- c. The Contract confers no right to park motor homes, travel trailers, boats, water-sports equipment, and boat trailers on Marina property. Marina may authorize temporary overnight parking of these possessions if space is available. Marina provides, on space-

available basis, a storage facility for these possessions. The fee for storage is set by current City Ordinance.

- d. City Ordinance prohibits anyone from sleeping in any vehicle or staying or camping overnight on Marina property other than aboard properly assigned vessels.
- e. All Marina parking is for public use, unless otherwise designated by the Marina Superintendent.
- f. Vehicle upkeep and/or maintenance of any sort are prohibited on the Marina premises.

15. Payment.

- a. Dockage fees and electrical and other services fees shall be paid in advance of slip usage and/or continued usage.
- b. Payments due for monthly rate for dockage are set by and are required to be paid in accordance with City Ordinance. A late fee of \$60.00 shall be assessed to slip accounts and/or for rental not received by the Marina/City in accordance with City Ordinance. Charges for other services shall be paid within 30 days of billing date.
- c. Payments at the 6-month rate shall be from the first day of a month through the last night of any consecutive 6-month period. Unless terminated by either party on 30-day advance written notice, the Contract will automatically be renewed at a month-to-month term and all ordinances, resolutions, rules, and regulations in effect on the date of renewal shall govern during the renewed term. If the Contract is terminated prior to completion of the initial 6-month term, or without 30-day notice in advance of slip termination, the deposit ("last month's charges") shall be applied against: (1) any deficiencies of charges upon premature termination; (2) any monthly charges and late fees due and owing to Marina; and (3) charges for the final month.
- d. The dockage day starts at 6:00 a.m. Any vessel docked prior to 6:00 a.m. will be charged dockage for the previous night. Check out time shall be 3:00 p.m. Any vessel occupying a berth after 3:00 p.m. will be charged the service fees for that night.
- e. As an additional remedy for enforcement of rents, Owner hereby authorizes Marina to sell the vessel at a non-judicial sale in the event of non-payment of rent and service fees in accordance with the provisions of Section 12-63, City of Corpus Christi code of ordinance.

16. Storage on Docks. All walkways, docks and finger piers shall remain in "ship shape" marine condition at all times and are to remain uncluttered. Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct thereon any locker, chest cabinets or similar structures. Boarding steps approved by Marina may be placed on the leased finger pier adjacent to Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Owner or Owner's contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock

boxes. These containers may be placed on docks only for the purpose of transferring them immediately between the vessel and the shore or another craft.

17. Termination. Marina reserves the right to terminate any agreement for berthing facilities.

18. Utilities and Related Services. Owner will contract only with Marina for pier-side services including, but not limited to, electricity and water.

a. Electric service.

(1) Payment for service. Owner will pay in advance and/or be billed for electricity at the rate established by Ordinance for the power Owner requests. If Owner's vessel is found at any time to be connected to Marina's electric service for which he/she has not paid in advance at the appropriate rate, Owner will be charged in arrears for the entire month at the next billing. If actual service hook-up is noted to be higher-than-contracted amperage/voltage rate, at any time during the month, the higher rate will be charged for the entire current month and for subsequent months so long as the hook-up to the higher service continues with permission from Marina Superintendent or his/her designee. These charges at the higher rate will be the monthly charge, not pro-rated.

(2) UL-approved marine cords required. Owner will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. The Marina will, without notice, remove any unauthorized or unserviceable power cords, and Marina will not be responsible for any consequences of such removal. Plugs must have integral weatherproof covers in serviceable condition.

(3) Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges, or the results or damage therefrom.

(4) Alteration of water supply system prohibited. No addition, alteration or modification shall be made to the water supply system furnished by Marina. Marina shall not be responsible for water interruption or the results or damage therefrom.

b. Cable TV – is not available; however, Owner may use Owner's own satellite dish, as long as it is mounted on Owner's vessel.

c. Water. Marina provides access to fresh water, charges for which are included in the utility costs. Marina prohibits use of fresh water to cool air-conditioners and other equipment or to cool the hull of the vessel.

- (1) Owner will be charged a fee of \$25 per occurrence if found to be using fresh water supplied by Marina to cool air-conditioners or other equipment. Marina, without notice, may disconnect hoses used in violation of this paragraph and will not be responsible for any consequences of this action.
 - (2) Owner agrees to disconnect all water hoses when he/she will be absent from the boat. Marina may, without notice, disconnect Owner's water hose at the dock in Owner's absence and Marina will not be responsible for any consequences of this action.
 - (3) City Ordinance requires a positive shut-off nozzle to conserve water. Washing of automobiles is prohibited.
 - (4) Water siphons will not be used except in an emergency.
- d. Vessel air conditioners and heaters should be set at a reasonable temperature to help conserve energy. Unattended vessels with air conditioning and heaters left running are susceptible to damage should the water intake line become blocked. This could lead to extensive damage to the heating and cooling equipment, and to the vessel. Unattended vessels with air conditioning and heaters left running will cause Marina to install temporary metering devices for which Owner is responsible for payment.

19. Vessel Operations. Owner or Owner's representative remains responsible for the operation and berthing of Owner's vessel within the approach channel and waters of the Corpus Christi Marina. When Owner's vessel enters the Marina, it immediately comes under jurisdiction of Marina and shall be berthed only where ordered. Operator of vessels entering or leaving the Corpus Christi Marina under emergency will report immediately via radio VHF Channel 16 or cell phone to Marina Office 361-826-3980 or best means available.

- a. All vessels within the Marina Complex will operate at speeds consistent with designated "NO WAKE ZONES"
- b. Owner agrees to operate his vessel in waters of Corpus Christi Marina without creating a disturbing wake. Owner creating a disturbing wake is responsible for resulting injury to people and damage to other docks, boats, and facilities.
- c. Owner agrees to stop all engines, including generators, while fueling within the Corpus Christi Marina. Fueling is permitted on the docks slip by two five (5) gallon portable fuel containers or at the Marina's fuel facility located at north end of Coopers Alley L-Head
- d. Owner shall secure his vessel to its berth in a manner acceptable to standard seamanship practices.
- e. Small craft belonging to Owner's vessel and normally capable of stowage aboard are considered tenders or skiffs and shall be stored on board larger vessels when they are not occupied. In any event, the tender or skiff may be placed in the water within the slip confines when the tenant vessel is occupied. These craft are not considered the "Vessel" for which Marina provides a slip under the Contract. The tender or skiff shall not impede

into other or outside the assigned slip confines and shall be removed when directed by Marina.

- f. Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness. Electrical bilge pumps operated by power from Marina must also be connected to a charged and functional DC storage battery system to provide emergency power in case of shore-power failure. Marina is not responsible for damage or loss resulting from power failure.
- g. Marina tenant will be responsible for any damage caused by Owner's vessel or equipment related thereto.

20. Waste Disposal.

- a. **Trash and Garbage.** Owner will ensure that all trash and garbage is bagged and placed into Marina-provided receptacles. No petroleum/hazardous materials shall be placed into any Marina receptacles unless so designated.
- b. **Septic Wastes.** Owner agrees to comply with all Federal, State and Local regulations relating to sewage disposal.
- c. **Other Contaminates.** The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.
 - (1) The discharge into the Marina waters of oil or other petroleum products and/or hazardous materials of any sort is strictly prohibited. Owner agrees not to discharge any amount of these contaminants in any form, including contaminated bilge water. Owner further agrees to notify Marina of any suspected discharge emanating from Owner's vessel and to take immediate action to stop and eliminate such discharge.
 - (2) Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following the discharge, will be billed to Owner if Owner's vessel or action caused or may cause contamination of Marina waters or the waters of the State beyond the confines of the Marina.
 - (3) The Marina will make the best efforts to provide an oil recycling center for oil and oil filters. Gasoline/diesel products may not be placed in the recycling center. Owner is responsible for proper disposal of gasoline or diesel contaminated bilge water and other hazardous materials and agrees not to place them in the Marina trash containers or oil recycling center. Marina will maintain and make available to Owner, on request, a list of licensed and/or certified contractors who can assist Owner in proper disposal.

- 21. Violations.** Violations of these Rules and Regulations, disorder, degradation or indecorous conduct by Live aboard/Owner, Owner's crew, agents, or guest that might annoy or injure other persons, or cause damage to property shall be cause for immediate removal of the vessel in

question and termination of any lease agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for termination of any lease agreement immediately and cause exclusion of Owner and Owner's vessel from the Marina.

22. Hurricane Plan/Inclement Weather.

- a. Marina Staff will assist boaters in the development of the plan.
- b. Marina Staff and/or City Official will attempt to advise and update Marina tenants of hurricane threats. The onus of the tenant is to monitor the national weather service and to formulate actions accordingly.
- c. Marina tenant is responsible for securing tenant's vessel in a correct marine manner with proper number and size of lines secured with correctly tied knots. Marina Staff will secure, at Owner's expense, those vessels that are incorrectly moored.
- d. Marina tenant will be responsible for any damage caused by Owner's vessel or equipment.

23. Other Conditions. (To be filled in as necessary).

- a. Liveboards shall attend annual hurricane meetings and have in place plans by which to ensure their vessels are correctly secured and may not remain onboard during such events.
- b. It is prudent and advisable for all Marina tenants to attend at least one Hurricane Awareness Meeting per year which will be held in the Marina Complex.