## VALLEJO MUNICIPAL MARINA RULES AND REGULATIONS

These Rules and Regulations constitute an integral part of the Agreement for Slip Rental. They are for the benefit of the Marina and Renters. Renters are to notify the Marina of any unsafe or hazardous conditions that come to their attention.

- 1. **Berth Assignments and Moorage.** Vessels are to moor in their assigned berth only. No boat shall be moored unless a current Agreement for Slip Rental is in effect. The maximum distance by which any boat (including all extensions such as swim steps, booms, bait tanks, etc.) may project beyond the end of the berth into the waterway, unless otherwise authorized by the Marina in writing, shall be one foot. No part of the boat shall extend over the main head walk. All vessels are to be moored in a safe manner.
- 2. **Berthing Fees.** Berthing fees are due on the first of each month. Berthing fees paid later than the 10<sup>th</sup> day of each month are subject to late fees.
- 3. Vessel Condition. Renter must maintain vessel in a clean, clutter free, and operable condition. The Marina may require demonstration of a vessel's operability. Any condition aboard or around any vessel or dock, which in the opinion of the Marina constitutes a blighted condition, fire hazard, health menace, threat to public safety, or a danger to property, must be corrected immediately by Renter. Should Marina personnel need to take corrective action, a charge will be imposed for materials and/or services rendered. The Marina reserves the right to inspect all vessels to determine they are properly identified and equipped for safe operation in accordance with Coast Guard and other applicable regulations. Canvas on a vessel must be maintained in a reasonable condition, free of rips or tears. Plastic tarps are not allowed. All vessel coverings must be marine quality canvas material.
- 4. **Non-Live Aboard Status.** Vessels shall not be used as residences and Renter shall not live aboard any vessel for a period in excess of three days in any seven-day period. The three-day maximum applies whether Renter has one vessel or multiple vessels moored within the Marina.
- 5. **Utility Lines.** Water, telephone, cable, hoses, and power lines present trip hazards and shall not cross main head walk. Hoses must be disconnected from the dockside connection and the vessel at all times when not actively being used. When not in use, water hoses must be coiled on the hooks provided on electrical pedestals, or stored on the vessel or in a dock box. Automatic shut-off nozzles must be attached to hoses in order to conserve water. Power cords may not be placed on docks, and instead must be placed within raceways existing in the docks.
- 6. **Marina Access.** Lending or making duplicate copies of key fobs is strictly prohibited. The Marina may deactivate key fobs at any time following breach of Agreement by Renter. All gates are to remain closed and locked at all times except during ingress and egress. The Marina reserves the right to refuse the entry of any person not accompanied by Renter. No person may board, sit, or tamper with a vessel without the explicit permission of said vessel's owner. Renter shall not provide for the entrance to or exit from secured docks and Marina facilities for unknown persons.
- 7. **Prohibited Activities**. Swimming, bathing, and windsurfing are prohibited. Fishing from any vessel, structure, float, dock, or shoreline within Marina is prohibited. Use of all bicycles, skateboards, roller skates, roller blades and motor or sail propelled vehicles (except wheelchairs for the disabled and City maintenance and emergency vehicles) is prohibited on any path, sidewalk, pier, float, dock, and gangway in the marina, other than on paths so designated for their specific use.
- 8. **Electricity.** In accordance with the National Electrical Code, Article 555, all connections made to the Marina receptacles shall be a U.L. approved weatherproof, three wire, grounded type. Wiring must be of adequate size for the power provided. Cords may not be affixed to the docks. Unattended vessel(s) shall not consume an amount of electricity exceeding that of a 75-watt light bulb; Renter shall immediately notify Marina should additional usage be required. Renter shall take all feasible measures to conserve the use of electricity. Power receptacle covers shall be in the down position at all times.
- 9. **Adult Supervision.** Under California law, children under 13 years of age on a moving recreational vessel of any length must wear a Coast Guard approved life jacket. Children under the age of 16 are not permitted on docks without the immediate presence of their parents, guardians or other responsible adults. Non-swimmers or toddlers are required to wear life jackets when on the docks or boat decks.
- 10. **Fire Hazards:** All high-risk fire hazards are strictly prohibited (e.g., refueling boats at dockside, storing flammable material on docks). Barbecues are not allowed on dock areas. The use of charcoal barbecues on vessels is prohibited while moored within the Marina. Neither Renter nor anyone acting on his/her behalf shall use flammable materials without the prior written consent of the Marina.
- 11. **Discharges from Vessels/Disposal of Liquids.** No Renter shall throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, 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 Renter to use oil-absorbing materials in vessel bilges and in boat slips. In the event of a spill, Renter is required to clean it immediately, and 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 Renter's vessel or off Marina premises.

- 12. **Laundry.** There shall be no laundering or drying of apparel or towels on vessel decks or rigging, or docks at the Marina. Washers and dryers aboard vessels must use biodegradable laundry detergents and or fabric softener. Washers and dryers are available at the laundry room in the Marina Building. The laundry room shall be kept clean and orderly. Renter shall remove clothes promptly upon completion of washing or drying. No items shall be left unattended.
- 13. **Noise and Conduct**. Renter shall not make or allow any disturbing noises on the docks or anywhere on the premises, between the hours of 11:00 p.m. and 7:00 a.m., either by Renter or his/her family or guests, nor shall Renter permit such persons to engage in any conduct that will interfere with the rights, comforts or convenience of others. The activities and conduct of Renter and/or Renter's family while on the Marina's property must be reasonable at all times. Renter assumes full responsibility for the conduct of his/her guests' and agrees to be held liable for all consequences of his/her guests' actions or misconduct. Renters are not permitted to have parties on the dock without prior consent of the Marina. Except for entering or leaving the slip, or as necessary in emergency, main engines, power-generation equipment, or other noise-making machinery shall not be operated between the hours of 11:00 p.m. and 7:00 a.m. without prior permission from Marina. Engines may not be operated in gear while boats are secured to dock. Unnecessary operation of engines in the slip shall not be permitted. Halyards shall be secured to eliminate noise.
- 14. Speed Limit. The speed limit within Marina is steerage only, with no wakes and not greater than 5 knots.
- 15. **Boarding Steps and Other Dock Obstructions.** Apart from approved boarding steps, nothing may be left on the docks or other places located on the Marina's premises. 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 lightweight construction and approved in advance by the Marina. The Marina reserves the right to prohibit storage within dock steps.
- 16. **Damage to Marina Property.** Renter will be held responsible for any damage to the Marina premises and/or structures (including docks, ramps, electrical pedestals and/or utilities) caused by Renter, his/her guests, agents and/or employees. Damages caused by Renter will be repaired or corrected solely by Marina at the expense of Renter.
- 17. **Accident Reporting.** Renter shall notify the Marina office within 24 hours of any accident, afloat or ashore within the Marina that causes any damage or injures any person. This does not relieve Renter from reporting to the applicable local, state, or federal agency that has jurisdiction.
- 18. **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 without a business license and written permission from the Marina.
- 19. Posting of Signs. Posting of unauthorized advertising, for sale signs, or notices are prohibited aboard vessels and on Marina premises.
- 20. **Small Boat Storage**. With respect to all slips, less than 38 feet in length, inflatables, kayaks, canoes, dinghies and other auxiliary craft must be stored on the vessel. With respect to slips 38 feet and larger, Renter may place one dinghy in the slip, provided it does not protrude beyond the confines of the slip.
- 21. Operating under gangways. No person shall maneuver or operate a vessel under the pedestrian access gangways.
- 22. **Use of Approved Equipment/Alterations to Docks & Premises.** All equipment used on docks by Renter (dock wheels, boarding ladders, etc.) must be of a type approved by Marina. Renter may not install additional dock lockers, fenders, bumpers, rub rails, rollers or in any way alter dock or fingers. The Marina must approve all installations. Marina personnel shall installations on the docks. Cost of additional installations at the request of Renter will be charged to Renter.
- 23. **Parking.** All persons entering Marina parking lots are required to comply with the traffic laws of the State of California. Public areas of the Marina shall be open daily from 5:00 a.m. until 11:00 p.m. Within any parking lot area within the Marina, no person shall stop, stand or park a vehicle or boat trailer, with or without a boat, for more than seven consecutive days without the prior written approval from Marina. Within any parking lot area within the Marina, no person shall occupy or use any vehicle for living or sleeping purposes. Washing and maintenance of vehicles in parking lots is prohibited. Any vehicle parked for more than 72 hours is subject to tow at Renter's sole expense. Parking is permitted only in spaces expressly marked for use by Marina. Vehicles parked in any other spot not controlled by Marina are subject to tow. The Marina is not liable for the care or protection of Renter's vehicle(s) or any contents therein.
- 24. **Maintenance of Slip and Surrounding Environs.** Renter agrees to maintain the slip, the walks, docks, ramps, and gangways 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 Renter's expense.
- 25. **Working on Vessel.** Prohibited work includes, but is not limited to, hull painting, heavy sanding, welding, use of paint remover, spray guns, or the burning of paint on the topsides or above the decks. Renters are required to contain, recover and dispose of all sanding dust. All work tools and materials must be kept clear of the docks and finger piers. Renter shall immediately notify Marina in writing should work, planned or unplanned, render vessel temporarily inoperable. This notice shall include the type of work to be performed, the person/company performing the work, and the expected duration the vessel will be inoperable.