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Harbor Regulations

Welcome to Safe Harbor Puerto Del Rey. It is our goal to ensure your stay with us is an exceptional experience. We aim to provide excellent service, safety and comfort to all users of Safe Harbor Puerto Del Rey. Due to the nature of our business and the work environment, we would like to outline our operational practices to guarantee a safe work environment. For this reason, your cooperation in observing the following regulations is required.

DEFINITIONS

For purposes of the Harbor Regulations, the following will be construed as defined below:

External Contractor: Entity or individual who has a contractual agreement of service with SHPDR's clients or with SHPDR. This individual or entity visits the Marina often and usually has an indefinite contract with SHPDR or one or more clients of SHPDR but is not a tenant of SHPDR. The contract can be temporary or indefinite and may be revoked at any time.

Internal Contractor: Entity or individual who has their offices and workshop in the Marina. The contractor has a lease agreement with SHPDR that allows him to perform certain services inside the Marina.

Management: certain employees of the Marina that have the decision-making authority stipulated within the Regulations. Commonly referring to Upper Management and Supervisors.

Marina: All area within the marina commonly known as Safe Harbor Puerto Del Rey, including Wet slip, Dry Stack, Boatyard, 15 Acres, 12 Acres, 10 Acres, Esplanade and any other land that is within the control of Safe Harbor Puerto Del Rey.

Owner: The registered owner of the vessel or a person designated by the registered owner as the caretaker of the vessel. May also be referred to as vessel owner, captain, superintendent, operator of vessel, administrator, boat manager etc.

SHPDR: Marina PDR Operations, LLC, SHM PDR, LLC, and their respective affiliates and subsidiaries.

VSLA: Vessel Space License Agreement or Boat Space License Agreement.

1 GENERAL RULES

1.1 All vessels using the Marina facilities must:

1.1.1 Sign a Vessel Space License Agreement ("VSLA") immediately upon arrival or prior to arrival at the Marina, except for vessels entering solely for refueling at the Fuel Dock. Any vessel found in the Marina without a valid VSLA will be charged double the transient fees. **SHPDR may, at its option, remove or haul-out such vessel at owner's cost, and without SHPDR assuming any responsibility, care, or custody of such vessel.**

1.1.2 All vessel owners must maintain insurance at all times for their vessels with a policy having coverage and amounts satisfactory to SHPDR as outlined in the VSLA. An insurance certificate must be provided the moment a Vessel Space License Agreement is signed and **must be updated yearly at the Customer Service office** or by sending an updated certificate to pdrinsurance@shmarinas.com. The

Marina reserves the right to obtain a certificate of insurance when Marina deems it necessary or convenient. The Marina may from time to time change its insurance requirements with prior notice to the clients. The above described insurance is not an exhaustive list of requirements. For updated requirements please email pdrinsurance@shmarinas.com. Charter vessels must have charter vessel insurance.

1.1.3 Complete and sign an ACH/Credit Card Authorization Form with a valid bank account or credit card.

1.1.4 Provide evidence of vessel registration.

1.1.5 Owner of the vessel must provide a valid form of government issued identification (driver's license, passport or passport card). If it's under a company, they must present a corporate resolution and good standing.

1.1.6 A deposit will be required at the signing of a new dockage/storage and hook-up charge agreement.

1.1.7 Owner must, in accordance with its terms and conditions, cancel any active contract(s) in writing or via email prior to permanently removing their vessel from the property. SHPDR reserves the right to keep deposit due to early cancelation of the contract. If cancelation is due to sale, Owner is responsible for bringing new owner to the Marina and requesting a change of ownership and amendment to the contract. In the event of a sale, SHPDR reserves the right to assign the slip to another customer or to otherwise not transfer the slip to the new owner of the vessel. Owner is liable for any charges incurred after sale of the vessel when change of ownership has not been performed and the vessel contract continues under previous owner's name.

1.1.8 Marina refund policy is available upon request at Marina Office.

1.2 Owners are responsible for the good behavior and conduct of their guests, children, captain, administrator, crew, contractors, and pets within all the confines of the Marina.

1.2.1 Owners and their guests shall at all times behave in a decorous and quiet manner. **Marina reserves the right of admission and permanence at all times.**

1.2.2 We are pet friendly as long as your pet is friendly. **Pets shall be leashed while in the confines of the Marina and will only be permitted if they do not disturb other people.** Pets should be taken to the "pet area" to relieve themselves and Owners must pick up after their pets. Pets are not permitted in the Cueva Del Mar Restaurant and Bar, cafeteria, or Alacena Restaurant and Workshop unless they are properly documented service dogs.

1.3 Owner shall pay slip, dry stack or vessel storage charges one (1) month in advance and comply with all posted rules and regulations. In the event of non-compliance with posted rules and regulations or non-payment of vessel dockage/storage charges, SHPDR may remove vessel from designated space at the Owner's risk and expense and retake possession of the space.

1.4 The Marina has certain passenger and utilities carts available to provide transportation to owners and their guests. All passengers must remain seated while cart is in motion; small children and persons with disabilities must be properly secured and protected by their parent or guardian. All passengers must remain seated with the arms and legs inside of the cart while it is in motion.

1.5 Cleaning of fish is not allowed on the dock or finger piers, except in provided facilities. Currently, facilities are provided in Dock 85 and behind the Dock Center in the Main Dock.

1.6 Commercial pictures, filming and recording devices are not allowed to be used in the Marina premises unless expressly authorized in writing by SHPDR. Owners may film or take pictures of themselves or their vessels but filming of others or other vessels without consent of the owner or person being filmed is not permitted.

1.7 Owner will not display any marketing or advertising materials on the vessel while at the facilities of Marina, except one (1) discreet “for sale” sign which shall not exceed 1 ½ x 2 feet in dimensions. No laundry, advertising or other signs shall be hung on docks or finger piers in the Marina.

1.8 We ask that you conserve potable water while at the Marina. Please use this natural resource with discretion.

1.9 Supervisors are responsible for directing and supervising employees at the Marina. Employees of the Marina are not to perform or be requested to perform personal services for owners and or vessel operators or invitees. In the event any Marina employee does perform such service for a member, regardless of when they are performed, such services shall be deemed to be outside the scope of employee’s employment by SHPDR and SHPDR shall not be responsible in any manner for such employee’s tortious acts, injuries, or remuneration.

1.10 Owners may not offer employment within Marina premises to previous (within the last 6 months) or current SHPDR employees or any employee who works for a tenant or Marina vendor without prior written authorization from Management. Requests should be sent to pdrsecuritydg@shmarinas.com. SHPDR reserves the right of admittance at all times.

1.11 All lost or stolen keys or ID-cards must be reported to the Security Office as soon as possible. To replace lost or stolen keys or ID-cards, individuals must contact the Security Office at pdrsecuritydg@shmarinas.com or the Customer Service Office at pdrcustomerservice@shmarinas.com.

1.12 SHPDR will charge \$50.00 dollars to boat owners and hotel residents a \$75.00 dollars fee for the replacement of ID-cards.

2 SAFETY

2.1 All owners and vessels in the Marina shall comply with all applicable federal, state, and local rules and regulations pertaining to the operation and maintenance of vessels.

2.2 **The Marina is a No Wake Zone.** The maximum speed for vessels in the Marina shall be 5 MPH. All vessels shall be operated under power unless otherwise authorized by Harbor Master. Any vessel exceeding the speed limit or operating under sail without prior authorization from the Harbor Master will be **fined in the amount of \$250.00**. This fine will be directly charged to owner’s account. Furthermore, if vessel exceeds No Wake Zone speed and there is an accident, owner shall be responsible for all damages caused.

2.3 Swimming, diving, or fishing is not permitted in the Marina except by written authorization. All diving operations must be cleared by Harbor Master and Security.

2.4 Travel lift wells and ramp must always be clear of vessels. Owner should never leave a vessel tied to any of these wells or ramp. **Any vessel found tied to a well, slip or ramp without authorization from SHPDR will be fined \$250.00.**

2.5 **Electrical Shock Hazards** – The electricity supplied by the Marina is 208 volts / 30, 50, or 100 amps. AC electrical power is dangerous in and around the water. If there is a problem with the wiring, the vessel’s wiring or its shoreline, contacting concrete or metal docks or the water itself can cause electrical shock. Handling shore power lines when barefoot increases the chance of being electrocuted. Therefore, SHPDR prohibits the use of homemade electrical outlets or cables as well as the use of black tape to put together wiring, cables or electrical outlets. Owners are required to comply with all electrical safety measures and standards. In

case, of failure to comply with regulations, the owner will receive an email notification from the marina with a given 10 days for the correction. After this period the owner will be exposed a daily fine of \$100.00 dollars until it is corrected.

2.5.1 Boater's Electrical Service Checklist when connecting to shore power:

- Shore power lines and adapters must be clean and dry before use. If they are dropped overboard, do not use until dry and checked by a qualified marine electrician. Keep shore power inlet covers tightly closed when not in use.
- Get permission from Harbor Master before connecting to a dock receptacle and ask if the "polarity" and ground are correct, and when they were last checked.
- Make certain there are no swimmers in the water around your slip.
- Before connecting the shore power cord, turn off both the vessel's main AC circuit breaker and the dock breaker.
- Connect the shore power line at the vessel first, then connect the other end of the line to the dock receptacle and turn on the dock breaker. Check the vessel's polarity alarm or light (if it has one) on the AC panel as soon as the dock breaker is turned on. If the polarity is incorrect, shut the breaker off and disconnect the dock end of the shore power line immediately. Report the problem to the Marina Customer Service at pdrcustomerservice@shmarinas.com or (787) 860-1000. SHPDR will contact a qualified electrician to verify the connections.
- European boats must have adequate adapters for their vessels. Owner will be liable to SHPDR for damages or problems caused by an inadequate adapter or connection.

2.5.2 When disconnecting from shore power:

- Shut off the vessel's main AC circuit breaker, then turn off the dock breaker.
- Disconnect the dock end of the shore power line first.
- Disconnect the shore power line at the vessel's receptacle.
- Should any vessel not disconnect from the shore power cord adequately and there is damage to the electrical pedestal, the owner will be liable to SHPDR for damages.
- Clean and dry the shore power cord. Store it in a dry location on board the vessel.

2.5.3 Once a year have a qualified marine electrician perform the following:

- Verify the integrity of the vessel's entire AC shore power grounding system, including the connection to the DC system negative.
- Verify that any galvanic isolators (if installed on your vessel) meet current ABYC standards and are fully functional.
- Inspect shore power lines, adapters, and vessel receptacle for any sign of deterioration, including excessive wear, loose connections, signs of sparking or overheating, and bent or pitted blades. If there are any such signs, examine, correct, and test the equipment or replace it.

2.5.4 Other Precautions:

- **The use of "homemade" adapters or cords sets is not allowed.** Use only products that are "factory" assembled by a recognized manufacturer (bought in a reputable store). Only

marine approved-type electrical connectors and pigtails shall be used to connect to power centers. Read and follow the manufacturer's instructions and warnings.

- If a vessel inspection or repair requires that a person be in the water, disconnect the vessel and nearby vessels from shore power. Before entering the water, check the water for the presence of electricity with a voltmeter or other test equipment. Do not use electrical devices if there is a possibility of your falling into the water with such device since electrocution may result.

2.6 In case of a fire, SHPDR may take such measures as it considers necessary to protect persons, vessels, and property. SHPDR is not responsible for measures taken during an emergency situation. SHPDR may charge vessel owner for equipment used and measures taken during emergency. Including third party charges.

2.7 In case of an emergency such as the breaking of lines, failure of the bilge pump, etc., the Marina employee may take the necessary precautions to protect the vessel and the Marina and call owner to make the necessary repairs which expenses are to be paid by the owner of the vessel.

2.8 Illegal drugs or controlled substances are not allowed in the Marina nor on any vessel in the Marina.

2.9 No barbecues or open fires are allowed on vessels, docks or in any part of the Marina.

2.10 Skateboards, motorcycles, scooters, or similar devices are not allowed on the docks or in any part of the Marina, unless authorized by Management.

2.11 All security claims or complaints by owner shall be made in person at the Security Office, for complaints regarding service or general complaints please contact our Customer Service Office at pdrcustomerservice@shmarinas.com or at (787) 860-1000.

2.12 We are obligated to abide by all laws and regulations including those issued by USCG, USCBP, EPA, DRNA. Clients are required to report spills no matter how small. All spills will be reported to the National Response Center (NRC) at 1-800-424-8802. Clean-up activities and fines can be very costly. In the event we find it necessary to perform clean-up or containment of spills, any charges incurred will be assessed directly to the owner of the vessel that caused the spill or contamination.

2.13 Fines issued to the Marina by agencies, government, and regulatory bodies as a result of an owner's vessel will be charged directly to the owner and the owner will be responsible.

3 WET SLIP FACILITIES

3.1 Vessels are subject to inspection by the Marina before occupying slips.

3.2 No part of any vessel shall protrude more than two (2) feet out of the slip into the fairway. Any vessel that protrudes more than two (2) feet out of the slip into the fairway may be allowed at Management's sole discretion as long as neighbors are not bothered and will pay posted charge per additional lineal foot. Length Over All (LOA) shall be measured to include pulpits, bowsprits, swim platforms and any such projections of the vessel.

3.3 All vessels must be moored properly on cleats with adequate dock lines on fenders to allow protection. It is not allowed moored on the lumbers.

3.4 Docks shall be always kept clear, and the use of docks for temporary storage of equipment, gear and supplies is prohibited. Such storage shall be in the assigned dock boxes provided by the Marina.

3.5 Dock boxes provided by the Marina shall be kept clean and properly secured. Dock Boxes should not be overfilled as this may cause them to break. **Owner will be charged for all costs associated with replacing broken dock boxes.**

3.6 Dinghies, kayaks, paddleboards shall be kept on board vessels or in spaces rented for them. They may not be stored in the water, on the catwalks, or under the docks for security reasons. There shall not be any dinghy storage nor storage of any equipment on the walkways or piers. Any items identified on the walkways or piers will be a considered trash.

3.7 No vessel shall be used as a place at which business or professional services are conducted, and no advertising or soliciting shall be permitted on any vessel within the Marina, nor by any owner or his/her guests, invitees, or contractors WITHOUT prior approval from SHPDR.

3.8 The Marina has special rules and rates for commercial vessels. Should SHPDR discover that a vessel is being used for commercial or business use, SHPDR shall charge the vessel a commercial rate as deemed appropriate and apply the rate retroactively.

3.9 Transient vessel owners must provide a list to SHPDR of all live-aboard personnel, permanent crew and persons allowed on the vessel in the absence of the owner. **Owners of non-transient vessels may not permit others to live or stay aboard their vessels without written approval by SHPDR.**

3.10 Check-in time for transient vessels is 1:00 p.m. Check-out is at 11:00 a.m. Vessels found in slips after check-out or before check-in will incur additional charges of double the transient rate per foot for every hour.

3.11 When a vessel owner expects to have his or her vessel out of a slip for an extended period of 7 days or more, owner shall notify SHPDR in advance by contacting the Customer Service office at pdrcustomerservice@shmarinas.com. The Marina may use or license this slip during the time of vacancy without credit to the owner.

3.12 Modifications of docks or finger piers, except those authorized by SHPDR, are not allowed. Management may require removal of modification to docks at owner's expense and that owner return it to its original state. Should owner refuse to remove modification within 15 days from written notification, **owner shall be fined \$500.00**. Any improvements to the docks or slips made by or on behalf of any vessel owner shall remain the property of SHPDR without compensation to vessel owner, and may not be removed without SHPDR's written approval.

3.13 Owner will be held responsible for damages made to pedestal, slip, or other property in slip area.

3.14 Docks may not be used for repairs, painting, sanding, or maintenance of equipment, except for working docks in the Boatyard area and with prior coordination with Boatyard Department.

3.14.1 Bottom cleaning is not allowed per EPA Guidelines.

3.14.2 Vessels may not be polished while in the water.

3.14.3 Cleaning personnel may not use floating devices to clean the outside of the vessel.

3.14.4 Cleaning vessel must not cause contaminants to reach bodies of water.

3.14.5 Permitted work may only be performed between the hours of 8:00 AM to 5:00 PM. Including Main Dock, Esplanade, and Working Docks.

3.14.6 Owners are responsible and liable for the acts or omissions of their employees, contractors, or subcontractors.

3.15 To minimize or mitigate risk to other vessels or to the environment, the Harbor Master and Upper Management shall be the sole authority to direct all salvage within the Marina facilities. The Harbor Master may, at their sole discretion, salvage, or cause to be salvaged any sunken or disabled vessels and take the appropriate measures to deal with actual or potential environmental pollution. **The vessel and/or its owner**

shall be responsible for the payment for all such work at listed rates. No salvage operation shall be undertaken in the port without the express authorization of the Harbor Master or Upper Management.

3.16 Only pleasure vessels in good condition and under their own power shall be permitted in the Marina at any time. All vessels must meet and comply with U.S. Coast Guard safety and equipment standards.

3.17 From time to time, the Harbor Master may require any vessel to relocate for purposes of maintenance, repairs to Marina facilities or special events. SHPDR will provide adequate facilities while repairs or events are in progress until such time as the as the Harbor Master deems it necessary.

3.18 All Wet Slip vessels shall be assigned a slip in the Marina. **Any vessel found occupying a slip without authorization from the Marina Administration will be fined \$250.00** and pay in addition to their monthly dockage any difference in price, should there be any, between their assigned slip and the slip they occupied without authorization.

3.19 To ensure sea worthiness of vessels, all Wet Slip vessels must leave their slip once a year for at least 24-hours.

4 CARTS & PARKING

4.1 Only motor vehicles specifically authorized in writing by the Marina security office may be driven in the wet slip facilities.

4.2 A speed limit of 5 MPH must be observed by all vehicles in the Marina. Posted restrictions on the use of vehicles in the Marina must be observed at all times.

4.3 Golf carts must be parked in specified areas assigned by Management at all times. **Golf carts found outside the designated parking area will be fined in the amount of \$75.00 dollars per occurrence.** Multiple violations could result in cart authorization being revoked.

4.4 Contractor golf carts are only allowed in the Main Dock of the Wet Slip area. These golf carts may not be driven within the docks.

4.5 Parking in the owners' parking area of the Marina shall be limited to one (1) car per vessel at any time. Leaving your vehicle in the parking area is at owner's risk. SHPDR is not responsible for the car or its contents, such as radios, hubcaps, telephones, personal gear, etc. SHPDR will issue one free parking sticker per vessel owner. Additional parking permits may be provided at a cost at Management's sole discretion and only if space is available.

4.6 Electric Vehicle charging stations are available for the use by electric vehicles only during charging. Occupancy Rates apply once the charge is complete. **Vehicles parked in stations and not making use of electric chargers will be fined \$250.00 per day and towed. The owner will be responsible for all towing charges.**

4.7 **Any vehicle remaining on Marina property without a written agreement (for storage) for over fifteen (15) days will incur a charge of \$75.00 per day and may be subject to towing at the owner's risk.** Any vehicle left over sixty (60) days will be considered abandoned and may be impounded, or subject to foreclosure and/or other legal proceedings. SHPDR is not responsible for any vehicle that is impounded.

4.8 Golf Cart transportation service must be requested at the concierge in the Drop- Off area, where everyone must sign up and wait their turn. Transportation for contractors will have **a cost \$2.00 per service.** Vehicles will not be allowed to remain unattended at the stations.

5 WASTE

5.1 No fuel, paint, acid, flammables, oily bilge water or any other substance that may pollute or affect the water shall be discharged into the Marina basin. Marine heads with overboard discharge will not be used in the Marina. Please use oil absorbents in the bilge. Non-contaminated used engine oil and used oil filters must be disposed of adequately. Please contact the Dock Master for information by calling (787) 860-1000 or by email at pdrcustomerservice@shmarinas.com.

5.2 If a vessel is found to have discharged any unauthorized substance, SHPDR will be forced to refer them to the pertinent authorities. Owner shall pay for all charges and expenses relating to the cleanup of any oil or other waste spilled or improperly disposed of by owner or owner's crew, mechanics, contractors, representatives, guests, or his/her vessel.

5.3 Black and Grey water must not be pumped overboard into Marina basin or intracoastal waters. Discharge of these fluids into waterways violates State and Federal law. The Marina has the facilities to pump out the sewage in holding tanks. Please contact the Harbor Master for information and pricing.

5.4 Please help us keep our Marina clean. Trash should be placed in the garbage disposal facilities on the docks and not thrown overboard in the Marina basin, nor on the side or in front of the boats, nor in the dock boxes. You must contact the Dock Master for the disposal of foreign garbage. **Any boat throwing garbage in any of the above will be fined \$500.00** and will be given a warning; should this continue to occur SHPDR may, at its discretion, cancel the contract with said client.

5.5 Expended solvents must be disposed of in proper containers, not in the dumpster or sewer.

5.6 To comply with Law 172 of August 31, 1996 relating to used oil, all oil (including engine oil, transmission oil, etc.) replacement in vessels located at the Marina shall be performed by SHPDR or other licensed oil recycling center approved by SHPDR.

5.7 If any problems such as an oil spill are observed, the Harbor Master and/or the Security office must be notified immediately by email at pdrwetslip@shmarinas.com, pdrsecuritydg@shmarinas.com, or by phone at (787) 860-1000. Boaters are required to report spills no matter how small. All spills will be reported to the National Response Center (NRC) at 1-800-424-8802. Clean-up activities and fines can be very costly. In the event we find it necessary to perform clean-up or containment of spills, any charges incurred will be assessed directly to the owner of the vessel that caused the spill or contamination.

6 FUELING

6.1 Vessels should remain at the Fuel Dock for the shortest time possible in order for other vessels to refuel.

6.2 All hatches, doors and other openings shall be closed during refueling so that fumes may be kept out of the vessel.

6.3 No smoking or open flames shall be allowed during refueling.

6.4 Only the operator of the vessel shall remain aboard during refueling.

6.5 All engines shall be turned off when refueling.

6.6 Vessel owner or authorized operator must attend hose nozzle at all times during refueling and will pump the fuel into the tank of the vessel.

6.7 **DO NOT OVERFILL.** Vessel owner must be careful not to cause any fuel spill, and should any fuel be spilled into the Marina basin, the owner should notify the Fuel Dock attendant and Harbor Master immediately and attempt to mitigate spill by using absorbents or other approved methods. **Owner will be charged with all the expenses related to cleaning the spill.**

6.8 Owner should take all due precautions to avoid explosions, such as using ventilation blower, prior to restarting engines. Passengers should remain on shore until the engines have been safely restarted.

6.9 Vessel may not remain overnight at the Fuel Dock area unless authorized in writing by Marina personnel.

7 NOISE

7.1 Loose halyards should be secured to minimize noise. Should halyards be loose for more than 24 hours SHPDR may remove or tighten them at owner's expense with a 24-hour written notification to owner's email on file.

7.2 Discretion is to be used when operating generators, machinery, or any device, as not to disturb or annoy other persons.

7.3 Radio, music, and television should be kept at reasonable level.

7.4 We request you be considerate of your neighbor by keeping your noise level at a minimum and refraining from playing offensive music. After 11:00 p.m., people remaining on vessels must keep a low level of noise. **Marina personnel will give one warning, after a warning owner can be fined in the amount of \$100.00, multiple fines may warrant further action (including cancellation of contract) from SHPDR.**

8 DRY STORAGE REGULATIONS

8.1 All Marina Rules and Regulations apply to persons who have vessels in Dry Stack.

8.2 Only authorized personnel will be allowed inside D/S storage area and on forklifts, travel lifts, tractors and other equipment at any time. **No one may live or sleep on vessel in Dry Stack area.**

8.3 The Marina vessel hoist will operate from 8:00 a.m. to 5:00 p.m. daily. There may be longer summer hours, as posted. **A charge will be made when vessels are hoisted or lowered more than once a day.**

8.4 Vessels arriving later than 5:00 p.m. may be left in the water overnight until they are hoisted at Marina's schedule. Owner must be present. **Vessel may not block the ramp.**

8.5 Owner shall be responsible to ensure that plug is inserted when vessel is launched, and plug removed when vessel is lifted. SHPDR is not responsible for lost, stolen, or misplaced plugs.

8.6 Vessel owners may clean their vessels while waiting to have them hoisted but will not be given more time to clean their vessels if their boat is to be hoisted.

8.7 SHPDR is not responsible for drippings from vessels stacked above. SHPDR will contact owners of both vessels to expedite resolution of the matter, but it is up to the owners to resolve the issue.

8.8 Owners wishing to perform work on their vessels must inform the Dry Stack office. For work such as:

8.8.1 Engine repairs, hull buffing, teak polish, etc., SHPDR will place vessel on a rack in the Dry Stack working area, lay day charges will apply.

8.8.2 For painting, sanding, fiberglass, power washing or gel coat repair, or other Boatyard work, SHPDR shall place the vessel in the Boatyard with a Work Order and Agreement form to be signed, appropriate charges will apply. Work of this type can only be performed by an Internal Contractor. **External contractors are not allowed to perform this type of work.**

8.9 **It is the owner's responsibility to be present at the haul or launch transaction and to assume the care, responsibility, control, and prompt departure of their vessel.** SHPDR shall not

be liable for damage to boat covers, hull attachments such as fathometers, transducers, trimtabs, grounding plates, inboard propellers, shafts, struts, keels or any other accessory which may not be visible to the forklift or hauling operators. Damage to projections, which may impact or be impacted by racks, roofs or moving equipment, such as antennas, cameras, radar equipment, mounts, outriggers, or convertible tops left in an upright or extended position shall be the sole responsibility of owner. Outriggers shall not exceed the length of the vessel's outboard engines when placed in downward position. In the event that the engines are "in/out", outriggers cannot exceed the length of the vessel's transmission or swim platform. **Unattended vessels cannot be connected to electrical outlets. Any unattended vessel connected to an outlet will be fined \$200.00.**

8.10 Owners or Internal Contractors may call the Marina to request that vessels be scheduled for launching any day, subject to Marina schedule constraints. Such launching will be made with the owner's presence at the launching area unless requested as a last transaction of the day; if so, vessel must be removed from the launching area before 8:00 a.m. the next day or a \$250 fine will be imposed. If the vessel is requested by someone other than the owner, including an external contractor, it must be requested on the day assigned to that vessel space or by signing a work order in the Boatyard Office and paying an additional fee.

8.11 Owners must use hose nozzles when washing their vessels.

8.12 No one other than Marina personnel is permitted on forklift, travel lift, tractor, or other equipment at any time.

8.13 Drystack vessels must be authorized by Harbor Master to use overnight dock space in the wet slip area. **If said space is used without authorization, owner will be charged transient dockage rate and will pay an additional \$250.00 penalty.**

9 BOATYARD AND LAND STORAGE REGULATIONS

9.1 All Marina Rules and Regulations apply to land storage and Boatyard.

9.2 Vessels in land storage are stored for minimum period of one (1) month for the sole purpose of dry storage. Utilities are very limited at the storage location; work may not be performed on such vessels.

9.3 Vessels in Boatyard are those vessels which are hauled out to be worked on for periods varying from hours to months. Work may be performed by one or more of the authorized contractors/lessees or by the owner and his regular crew. Charges for storage of such vessels is made on the basis of "lay days". These vessels may use both water and electricity charged separately.

9.4 SHPDR does not rent or borrow ladders in Boatyard. The contractor must have his own or lease them. The owner working on his vessel must procure ladders at his own expense. The ladders in land storage belonging to the Marina are for the exclusive use of the Marina employees.

9.5 Vessel wrapping is at client's entire discretion. Vessel movement may result in damage to wrapping. SHPDR shall not be liable for damages to vessels wrapping.

9.6 Yard working hours are from 8:00 a.m. to 5:00 p.m. except certain holidays and special occasions. Spray painting, sandblasting, and welding are only allowed by approved contractors. This must be done in an area which is environmentally approved by SHPDR and solid residue must be properly disposed of by the contractor.

9.7 It is the owner or his agent's responsibility to be present at the haul or launch and to assume the care, responsibility, control, and prompt departure of the vessel. Authorized contractors or vessel owners will provide protective paper for travel lift slings.

9.8 Any vessel found at the Boatyard, including the work docks, without a valid Work Order and Agreement will be charged double the posted rates. The fees charged to any contractor working in such vessel will be double the standard fees. We provide haul-out facilities for vessels in the Marina to the Boatyard. It is not intended that non-dry stack vessels go through our land facility to be transported elsewhere by road. Our haul-out prices are for delivering vessels to our Boatyard and land storage facilities within the Marina and are priced accordingly. Any request for our equipment or other's equipment for placing a non-dry stack vessel on a trailer or other conveyance to be taken out of the Marina will have an "export fee" as set in the yard rate schedule, in addition to the normal haul-out fee.

9.9 Removed paint chips and sanding debris must be captured and collected. This debris must not be allowed to enter the water or lay on the ground and may not be left where it might be exposed to rainwater. Contractors that are sanding or removing paint, barnacles and/or other debris from their vessels must cover the ground below and around their vessel with plastic covering in order to collect the debris. Contractors that do not adhere to this clause will be fined \$500.

9.10 Additional requirements for Land Storage are stated in the Hurricane Tie Down Notes incorporated herein.

9.11 Trailer Boats and Trailers

9.11.1 No trailers of any type shall be allowed on the Marina premises without the authorization of SHPDR and may only be stored by contract. Trailers abandoned for more than thirty (30) days may be sold or otherwise disposed of by SHPDR **without notice**. Trailers must be registered at the Customer Service office once it enters the Marina.

9.11.2 Waiting line for hauling of trailer boat vessels is made upon arrival at ramp.

9.11.3 Trailer Boats arriving after hours of operation must request a slip or tie up to the Gazebo floating dock. If none are available, the vessel can be tied onto the floating dock and must be removed on the next day before 8:00 a.m. Vessels not removed from the floating dock on or before 8:00 a.m. will be subject to a \$250.00 fine.

9.11.4 Trailers must be in optimal conditions and provide proper registration. Optimum condition includes inflated tires, sturdy axels, chains, and hitch.

9.11.5 Engines must be raised when vessels are left in the yard for storage.

9.11.6 Trailer Boat vessels must not be left on the ramp. Client must ask Security for a slip or use the dry stack floating dock. **Vessel must be removed prior to 8:00 a.m. the next day or owner will be subject to a \$250.00 fine.**

9.11.7 **Unattended vessels cannot be connected to electrical outlets. Any unattended vessel connected to an outlet will be fined \$200.00.**

9.11.8 Only authorized personnel will be allowed inside the trailer storage area. **No one may live or sleep on vessels in the Trailer Boat area.**

9.11.9 The Marina vessel hoist will operate from 8:00 a.m. to 5:00 p.m. daily. There may be longer summer hours, as posted. **A charge will be made when vessels are hoisted or lowered more than once per day.**

9.11.10 The owner must ensure that all plugs are inserted when the vessel is launched, and all plugs removed when the vessel is lifted. SHPDR is not responsible for lost, stolen, or misplaced plugs.

- Owners wishing to perform work on their vessels must inform the Customer Service office. engine repairs, hull buffing, teak polish, etc., SHPDR will place the vessel on a rack in the Dry Stack working area, and lay day charges will apply.
- For painting, sanding, fiberglass, power washing or gel coat repair, or other Boatyard work, SHPDR shall place the vessel in the Boatyard upon execution of a Work Order and Agreement, and appropriate charges will apply. Work of this type can only be performed by an Authorized Contractor. **External contractors are not allowed to perform this type of work.**

9.11.11 It is the owner's responsibility to be present at the haul or launch transaction and to assume the care, responsibility, control, and prompt departure of the vessel. SHPDR shall not be liable for damage to hull attachments such as fathometers, transducers, trimtabs, grounding plates, inboard propellers, shafts, struts, keels or any other accessory which may not be visible to the forklift or hauling operators. Damage to projections, which may impact or be impacted by racks, roofs or moving equipment, such as antennas, cameras, radar equipment, mounts, outriggers, or convertible tops left in an upright or extended position shall be the sole responsibility of the owner. **Unattended vessels cannot be connected to electrical outlets. Any unattended vessel connected to an outlet will be fined \$200.00.**

9.11.12 Trailer boat vessels must be authorized by the Harbor Master to use overnight dock space in the wet slip area. If said space is used without authorization, the owner will be charged transient dockage rates and will pay an additional \$250.00 penalty per day.

10 GENERAL RECOMMENDATIONS FOR HURRICANE SEASON

10.1 The Marina's Hurricane Plans is expressly agreed and understood that owner must secure its vessel in order to mitigate and minimize any possible damages on or before the issuance of Hurricane Warning by the National Weather Services. For more information about our hurricanes plan, please check with the Customer Services & Boat Yard Office for price and availability of a hurricane tie down berth in our storage yard.

10.2 Owners that wish to not conform the Marina's Hurricane Plans will need to remove their vessels to a secure area or away the path of the storm, according to their discretion.

10.3 Smaller power vessels (Dry Stack), including the 3rd and 4th tiers, must be removed to be placed on trailer or store in a safe garage. Vessels that are in the first and second tier Dry Stack must be secured with heavy lines to the cradle by their owners.

10.4 Dinghy must be removed from the marina, stored in a designated dinghy storage area, or secure to deck properly. Inflatable dinghies should be deflated and secured.

10.5 All sailboats, must be tie halyards to foundation anchors on outside where applicable. The owners should be fixing the Keel of the bottom so that cannot slide sideways.

10.6 Close all sails including roller furling sails, main sails, and mizzens. Remove mast and store on hurricane foundations. Secure the anchor.

10.7 Remove and secure from the vessel all moveable equipment such as keys of the boat, canvas, sails, dinghies, cushions, kayak, life jacket, and other personal, electronic and value equipment. Lash down items you cannot remove.

10.8 Verify dock box and make sure to lock it or secure the lid.

10.9 Disconnect all electric, telephone and cable TV connections from power center on docks. Vessel owners shall ensure their shore power lines, the Marina will not be responsible for any damages or accident.

10.10 Owner is fully responsible for the safety of their vessel. In the absence of the owner, the Marina is authorized, but not obliged, to take any and all measures it may consider necessary in its sole discretion to safeguard the vessel and other property, including but not limited to, removal to a more protected location, or in the case of the vessel in dry storage, tying it down. Cost and risks incurred by all emergency service required of the vessels during of the hurricanes shall be borne by the owner.

These rules are subject to change at any time.