

## CABRILLO LANDING REGULATIONS

**1. Authority: Management of Cabrillo Landing shall promulgate reasonable requirements for the use of Cabrillo Landing area.** The requirements shall be incorporated as part of the slip assignment agreement. The requirements may be amended from time to time. Violation of any of the requirements shall be cause of revocation of any slip assignment for occupancy of a slip space within the marina area.

2. Cabrillo Landing Anchorage Agreement: The attached Cabrillo Landing Anchorage Agreement form shall be used for the agreement between Cabrillo Landing and a Cabrillo Landing slip tenant. The slip assignment requirements shall, by reference, be incorporated into the Cabrillo Landing Anchorage Agreement.

3. Liveaboards: The Cabrillo Landing is not intended as a full scale liveaboard marina and, therefore only the legally allowed maximum number of liveaboards each gangway shall be permitted. Failure to obtain a liveaboard permit from the Marina Manager shall be grounds for cancellation of the slip assignment agreement. Living aboard in excess of 72 hours in any seven-day period (no consecutive back to back 72 hour periods) or occupying the vessel overnight for more than 3 nights per week, shall constitute living aboard. Living aboard during vacation or similar time up to a yearly maximum of 21 days, is permissible with prior written notice to the Marina Office and subsequent Marina Manager approval of the request. No living aboard on a vessel in partnership by other than the permittee.

Subleasing of liveaboard privilege is not allowed nor may any individual other than slip assignment permittee and immediate family live aboard.

4. Transfers: Cabrillo Beach Yacht Club and Cabrillo Landing will maintain a transfer list by date of transfer request. This list shall be available for inspection. Request for a transfer to another slip of smaller or larger size than the one occupied by requestor will be accepted by date requested after establishing slip permittee's eligibility to transfer to a deferent size slip. Eligibility will be based on original date of application to transfer list. Subleases are not eligible to be place on the transfer list.

5. Commercial Use: No slip within Cabrillo Landing shall be used for commercial purposes unless expressly authorized by the Marina Management.

6. Appeals: Any order of the Cabrillo Landing Manager pursuant to the performance of his/her duties, with the exception of failure to pay rent, may be appealed in writing to the Cabrillo Landing Management Committee within five days of receipt of any order by the Cabrillo Landing Management Committee, who will thereafter set a hearing on the appeal, if requested.

7. Reassignment: When in the best interest of the marina, the Cabrillo Landing Manager shall have the right to reassign slip spaces either temporarily or permanently upon reasonable notice.

8. Slip Assignment Agreements are non-transferable and slip permittee must notify the Cabrillo Landing Manager in writing within thirty (30) days of sale or removal of any vessel assigned to a slip. The slip will thereafter be sublet by Cabrillo Landing Management.

9. Slip assignment agreements for berthing vessels owned by a partnership, corporation, joint venture or trust will not be made unless the applicant for slip space provides the Cabrillo Landing Manager a Partnership/Corporation and Percentage of Ownership statement. Slip Assignment Agreement will not be issued the name of the individual slip applicant or corporate officer applying for slip is included in ownership

paper. These ownership papers may also include name of corporation or partnership. Only US Coast Guard documentation or California Department of Motor Vehicles registration are accepted as proof of ownership. The slip permittee must own an equal or greater percentage of the vessel than that owned by any other partner(s).

10. The Cabrillo Landing Manager or staff shall have the right to inspect and determine that vessels are seaworthy.

11. All provisions of POLA and Tariff No.3 shall apply to slip permittee and his/her vessel.

12. No through-hull or overboard discharge of any environmentally harmful material such as fecal matter, oil and garbage shall be allowed.

13. A dinghy or small tender owned by a slip permittee may be kept in the water at the permittee's slip. Length may not exceed water beam of permittee's slip. Neither dinghy nor main vessel shall extend into the fairway more than 5 feet. Neither dinghy nor main vessel may intrude into the walk space. In addition to the vessel under permit, only one dinghy or one small tender owned by the permittee may occupy the slip. No dinghy or tender may be stored on dock unless in a marina dinghy rack or other authorized structure. Any dinghy or tender found elsewhere in Cabrillo Landing will be removed at the owner's expense.

14. No permittees shall install dock wheels or fender material without prior approval from Cabrillo Landing Manager.

15. Permittees and guests of permittees must keep all dogs leashed while on the marina slips, gangways and parking areas. All animals must be closely supervised for safety and sanitation.

16. No permittee or guest of permittee shall swim in marina waters.

17. No permittee or guest of permittee shall fish from the docks, fingers, gangways or seawall of the marina.

18. Routine maintenance and repair shall be allowed; however, no permittee shall perform or allow major repair or reconstruction work in any marina slip. No material from any maintenance work shall be allowed to enter the marina waters. Permittees shall be responsible for repair or removal of stains, paint droppings and the like from the marina slips, fingers and headwalks.

19. Slip permittee may display one "For Sale" sign on his/her vessel only with prior approval of Cabrillo Landing Management.

20. No highly flammable material, explosives, fuel or other hazardous material may be stored in dock boxes, fingers or walkways. Items kept on the docks or fingers are subject to confiscation if not properly stored by date indicated on Notice to Remove tag issued by Marina Management.

21. Steps to a vessel shall be of reasonable construction and size so as not to interfere with ingress and egress of adjacent slip.

22. If the Cabrillo Landing Manager or designee is requested or required in an emergency such as fire, sinking, explosion or danger to the vessel, to tow, remove or impound a vessel, the owner shall be liable for

payment on demand for such services.

23. Cabrillo Landing owned dock carts must be returned to head of gangway after use. Carts owned by slip permittee must be of size to be easily stored on board and may not be left on docks and fingers. Any privately owned dock carts left on docks or fingers will be removed and discarded

24. Slip permittees shall keep all areas around perimeter of slip clean and orderly. Hoses and electrical cords must be coiled or kept in a fashion as to allow a clear safe passage on docks and fingers. Marina Management may remove and discard any objects or material left on docks and fingers.

25. The rental charge is based on the length of the vessel or the length of the slip, whichever is longer. The slip occupancy policy shall be a boat length of 5 feet less than the slip length to 5 feet over the slip length. The slip is intended to be used by a single vessel, California registered or Coast Guard documented in the slip applicant's name.

26. Vessels with approved slip assignments which have tenders that may be carried aboard or have special use craft, may be assigned additional space by the Marina Manager for the moorage of these smaller craft.

27. Any overhang of a permitted vessel may not intrude into the headwalk space. The permitted vessel shall be secured in the slip in such a manner that all overhangs shall be in the fairway, not to exceed 5 feet.

28. Vehicles parked in the commercial parking spaces will be towed if in the opinion of the Cabrillo Landing Manager the owner of the vehicle is not there conducting business in the commercial building.

29. The Cabrillo Landing Manager shall have the right to determine the acceptability of a vessel maintained under a Slip Assignment Agreement within 30 days after the effective date of the agreement unless prior approval is obtained from the Marina Manager.

30. Slips shall be occupied by the vessel under Slip Assignment Agreement within 30 days after the effective date of the agreement unless prior approval is obtained from the Marina Manager.

31. Permittees desiring to exchange slips of the same size and orientation may do so by written mutual agreement and approved by the Cabrillo Landing Management.

32. Rent must be received at the Cabrillo Landing Office by the 10th of the month. Postmarks are not sufficient or accepted. Any payment received after the 10th of the month will be charged a late fee.

33. Permittees that are canceling their agreement or permittees that are transferring to another slip within the Cabrillo Landing must clear the slip being vacated no later than noon on the last day of the month. Failure to comply may result in impound fees being charged whether the vessel is physically moved or not.

34. The use of the fairways and slip channels shall be for the purposed of entering or leaving slip only. All vessels with engines shall use engines for propulsion within the marina waters. Maximum speed in marina waters shall be 3 MPH.

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