



DEPARTMENT OF THE NAVY

JOINT BASE PEARL HARBOR-HICKAM
850 TICONDEROGA ST STE 100
JBPHH HI 96860-5102

1700
JB9
1 Dec 15

From: Commander, Joint Base Pearl Harbor-Hickam

Subj: NEW MARINA INSTRUCTION

Encl: (1) JBPHHINST 1710.1

1. Enclosure (1) covers the operation of JBPHH Marinas which include Rainbow Bay and Hickam locations. Due to a number of changes from previous versions, this memorandum is provided for additional guidance.
2. Under the new instruction there will be two categories for wet slips: Live Aboard (15% of available slips) and Non-Live Aboard (85% of available slips). Within each category, there will be two groups, each with their own waitlist. The instruction will explain the process in detail.
3. Notification to all impacted will take place 30 days after the publication of the new instruction. During this period, MWR staff will review and format the waitlists, IAW enclosure (1).
4. Patrons who are required to vacate their space will be given a six month grace period to find suitable, alternate accommodations. They may request to have their name placed on the appropriate wait list as a new patron upon receipt of notice.
5. JBPHH and MWR remain committed to providing quality service to our community and have programmed over 8 million dollars in marina improvements over the next few years. Improvements include repairs and expansion of slips at Rainbow Bay Marina, new equipment, and facility improvements. We will continue to aggressively explore ways to improve our customer's experience in line with guidance and regulations governing these programs.
6. Any questions should be referred to the following personnel: Hickam Marina - Brandon Lavin, (808)449-5215 or Rainbow Bay Marina - Erica Meyers, (808)784-0167.


S. KEEVE



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JOINT BASE PEARL HARBOR-HICKAM INSTRUCTION 1710.1

From: Commander, Joint Base Pearl Harbor-Hickam

Subj: JOINT BASE PEARL HARBOR-HICKAM MARINA PROGRAM OPERATIONS

Ref: (a) DoDINST 1015.10
(b) DoD 4160.21-M
(c) CNICINST 1710.3
(d) DoDINST 7000-14R
(e) JBPHHINST 5510.2A

Encl: (1) Program Definitions
(2) General Regulations
(3) Wet Stored Vessels
(4) Live Aboards
(5) Dry Storage
(6) Boat Ramp Access and Water Way Restrictions
(7) Boat Rental
(8) Sail Boat Instructional Classes
(9) Canoe Program
(10) Navy MWR Secured Storage Agreement
(11) JBPHH Live Aboard Agreement
(12) Process for Non-Compliance

1. Purpose. This instruction sets the regulations, terms, conditions, and provisions under which recreational boating use and storage activities may occur on Joint Base Pearl Harbor-Hickam (JBPHH). This instruction amplifies references (a) through (e).

2. Information. Per reference (a), JBPHH Morale, Welfare, and Recreation (MWR) Marina Program is available for use by active duty military, retired military, reservists, DoD civilian personnel, and their authorized dependents.

3. Action. All patrons of the JBPHH MWR Marina Program shall read, review and comply with the regulations outlined in enclosures (1) through (11). These regulations shall be posted on the JBPHH MWR Marina's bulletin boards located within their facilities.

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PROGRAM DEFINITIONS

1. JBPHH Marina programs are identified and categorized as follows:

a. Non live aboard wet slip rental: Contractual annual rental of slip at either Hickam Harbor or Rainbow Bay Marina (RBM).

b. Live aboard wet Slip rental: A designated tenant that uses their moored vessel as primary domicile located at RBM under an annual contract.

c. Temporary short-term rental: Slip rented on a temporary basis with a contract established for day to day use.

TYPE	DURATION	LOCATION
Non-live aboard wet slip	Annual Contract	RBM / Hickam Harbor
Live aboard wet slip	Annual Contract	RBM
Temporary Short-Term	Day to Day	RBM

d. Boating program consisting of sailing instruction and boat rentals at Hickam Harbor Marina and Pearl Harbor RBM as follows:

(1) Instructional programs designed to provide and teach youth and adults good seamanship skills and safe boating practices.

(2) Daily rentals of sailboats, pontoon boats, powerboats, kayaks, and canoes for on premise use only.

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GENERAL REGULATIONS

1. Marina Rental. Lessees renting dock or dry storage space, on either an annual or short-term contract, at JBPHH MWR Marina Programs (herein referred to as the "Marina") must comply with all applicable Federal, Coast Guard, State of Hawaii, and Local Laws, ordinances, rules, regulations, and instructions regarding berthing of vessels at a Marina.

2. Rental Fees. The fees for all rentals at the Marina are approved by Joint Base Commander and enforced by the JBPHH MWR Program Manager. All Marina berthing and boat/trailer storage agreements at the Marina are subject to cancellation should future Navy or Marina operational requirements dictate.

3. Priority Policy. Slips are assigned based on the priority system outlined below. This policy applies to wet storage slips, dry boat/trailer storage spaces, and live aboard slips:

a. Eligibility.

(1) Priority I (group 1): Members on Active Duty and Members of the Reserve Components personnel.

(2) Priority II (group 2): Retired Military.

(3) Priority III (group 2): Current DoD employees.

b. The number of live aboard wet slips will be established as a percentage (not to exceed 15%) of total operable slips. No less than 85% of operable slips will be for non-live aboard wet slip customers.

c. 75% of the live aboard and 75% of non-live aboard slips will be set aside for priority 1 patrons. A waitlist will be managed for this as group 1. The remaining 25% of slips in each group will be retained for priorities 2 and 3. Separate waitlists will also be maintained as group 2.

d. Should less than 75% of available live aboard or non-live aboard slips for priority 1 be filled, priority 2 and 3 customers may rent space on a short-term 30 day contract. Contracts can be renewed for an additional 30 days as long as no priority 1 waitlist exists.

e. Contracts will be renewed annually. Contracts may be extended for two option years after the initial contract expires. This three year period may be exceeded if there is no waitlist within the patrons group and as long as their priority has not changed. Should a waitlist exist within a group, anyone at the end of three

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contract years may be required to vacate their space. This will be done first in, first out and, in the case of group two, based on priority. If a patron is required to vacate their space, they may request to have their name placed on the appropriate wait list as a new patron at the time their slip/storage agreement is terminated.

f. The wait lists will be validated every year.

g. For wet slips, all boats must be seaworthy and have proof of liability insurance and registration. If assigned a slip, an owner will have 10 days to provide documentation or the slip will be reassigned to the next person on the waitlist.

h. Waivers requesting exception to policy must be routed through Joint Base Commander and will be considered on a case by case basis.

4. Wet Slip Availability. Wet slips are available for mooring privately owned boats. One permanent slip per person is authorized.

5. Dry Space Availability. Dry storage lots are available for parking privately owned boats, boat trailers, and boating gear trailers. One permanent storage space per person is authorized. Parking of private boats and trailers is restricted to assigned spaces only.

6. Temporary Space Rental. Lessees may rent an additional storage space/slip on a temporary basis, based on availability. Lessees will be given a 14 day notice when they must vacate the temporary space for other eligible patrons.

7. Space Occupancy. Only one vessel or trailer shall be parked in assigned space/slip. Lessees shall not sublet any storage space/slip. Only one 4 foot by 8 foot storage box or locker will be allowed in the back of the dry storage space. No further items or debris will be permitted on or around the space. Shade structures and awnings may be used at Rainbow Bay Marina only. These must be approved by the Marina Manager and kept in good condition.

8. Fees and Charges. Fees and charges have been determined and established for each element of the marina program and reviewed annually based on customer price sensitivity, comparable competitive pricing and program needs. Fees and charges can be obtained by calling 449-5215 (Hickam Marina) or 479-2617 (Rainbow Bay Marina).

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9. Vacant Slips. Lessee is required to notify the Marina Manager in writing when he/she expects their vessel to be away from the slip for

a period in excess of 72 hours. The Marina Manager may temporarily assign the slip to another eligible patron during the absence. Lessee is still required to pay for the slip during their absence.

10. Eligibility. Lessee warrants that he/she is the owner of the vessel described in the Navy MWR Space Rental/Storage Agreement. If the vessel docked or stored is jointly owned, the Lessee signing the rental/storage agreement represents that he/she is authorized to bind all owners of the vessel per the terms of the agreement. All non-DoD co-owners are not authorized on the premises without proper DoD escort.

11. Registration/Documentation. Lessees are required to have their vessel registered or documented as prescribed by law. Proof of current registration will be attached to the hull of the vessel, as applicable. Copies of the current registration/documentation, safety checks, proof of insurance, Coast Guard Safety Inspection, trailer inspection, and Pearl Harbor permit must be on file at the marina office. Failure to provide current documentations will be grounds for termination of rental agreement.

12. Insurance. All Lessees are required to maintain current liability insurance in the amount outlined in the rental agreement. Lessee shall list JBPHH MWR as an interested party on their insurance policy.

13. Security of Personal Property. Lessee is responsible for the security of his or her personal property while docked or stored at the Marina.

14. Release of Liability. JBPHH and MWR are not responsible for loss, damage, or theft of personal property or for injuries sustained by Lessee or his/her guests. As consideration for use of these facilities at reduced rates, Lessee agrees to indemnify, defend, and hold harmless Navy, Morale, Welfare, and Recreation, their employees, Agents, and contractors from all loss or injury and assumes full responsibility for self, executors, heirs, or family for bodily injury, death and loss of personal property and any expenses as a result of negligence or the negligence of the Navy, MWR and its staff. In short, Lessee cannot sue the Navy or its staff, and if they do they cannot collect any money. Lessee agrees to jurisdiction and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act,

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whichever is applicable. As liquidated damages, Lessee agrees that if the Navy or any staff is forced to defend any action, lawsuit or

litigation by self, executors, or heirs on family's behalf, accordingly, Lessee, heirs or executors agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect.

15. Commercial-Use Vessels/Vehicles. Vessels and vehicles stored at the Marina shall not be used for any type of commercial use including but not limited to chartering of vessel, providing diving services or any other commercial use. Additionally, vessels/vehicles stored at the Marina shall not have signs advertising any commercial enterprise.

16. Keys and Pass Codes. Keys and access codes will be issued to registered owners only.

a. Lock combination and keys. To provide 24 hour access, gates to the slips and dry storage lots may be secured with combination or key locks. Lessee shall not give or permit any third person a combination or key to use unless it is a member of his/her immediate family. Each Lessee is responsible for all combinations and keys issued to them, whether or not he/she has delivered the combinations or keys to third parties. Any broken, lost, misplaced locks or keys shall be immediately reported to the Marina Manager. Keys that are issued shall not be duplicated, and shall be returned immediately to the Marina Office when the purpose for which they were issued is completed, or when requested by the marina staff.

b. For patrons requiring use of keys: Up to a maximum of two gate keys will be issued at no cost. Single owners will receive one key at no cost. A fee per key will be assessed for replacement keys. For Live Aboard patrons, a maximum of two gate remote controls will be issued at no cost. Single owners will receive one gate remote control at no cost. A fee per remote control will be assessed for replacement.

c. For patrons requiring use of pass codes: Combination access to the facility will be changed monthly. It is the patron's responsibility to get the access code from the Marina Office. Code will be withheld if there are balances owed on account or if paperwork is not current.

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17. Access. Access to docks and storage lots will be limited to Lessees only, with the following provisions:

a. Access for workers, brokers, or contractors

(1) Lessees must obtain prior approval from the Marina Office for workers, brokers or contractors to perform repairs and maintenance.

(2) All of Lessee's hired workers, yacht brokers, contractors, and unaccompanied guests must sign in/register in the Marina Office prior to being admitted on the docks. The Lessee shall notify the Marina in advance that these persons will be arriving at the Marina. All contractors must be licensed and provide a copy of the insurance certificate which carries a minimum of \$500,000 liability insurance with "MWR, JBPHH" listed as an additional insured. The insurance policy must also carry a defense clause.

(3) Contractors must also sign a professional conduct form before being allowed access to do work at the Marina.

b. Guests

(1) Guest of Lessee will be met at the gate and accompanied to their destination by the Lessee or his/her representative.

(2) Lessee agrees to indemnify, defend, and hold harmless the Navy and its staff for all acts of his/her guests and/or invitees.

c. Unauthorized entry

(1) Access to the docks and storage lots by Lessees or a person associated with Lessee using unauthorized means (i.e., climbing around gates, over fences, via boat, etc.) could result in the immediate termination of Lessee's lease agreement.

(2) Propping open gates to defeat the closing mechanism or security control is prohibited. Lessees must always close and latch the gate behind them to discourage unauthorized entry by others.

d. Sale of private property

(1) When a Lessee offers their private property for sale, he/she must make arrangements to meet the prospective buyer.

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(2) The Marina will not knowingly admit buyers to see private property in the Lessee's absence unless the Lessee has made prior written arrangements.

18. Housekeeping. Wet stored boats must be kept clean, in a good state of repair and be in a "ready-to-use" condition at all times.

Covers must be presentable and in good condition. Boats must not have flaking paint, rust, loose parts, etc. Docks must be kept clean and free of trash and clutter.

19. Maintenance and Repair. Any maintenance on any vehicles/boats is prohibited in any storage area. For Live Aboard tenants this also includes personal property such as privately owned motorcycles, and automobiles. Any maintenance includes: actions requiring jacks or other equipment to raise the vehicle/boat while underneath, a lift to remove engines and other large mechanical components, priming or painting, welding, etc. Under no circumstances is the changing of oil or other fluids permitted.

a. Vessels/Trailers owners are responsible to secure their property preventing possible theft and damage to other vehicles/boats caused by high winds. It is the owner's responsibility to remove any items that are able to be pilfered from the vehicle/boat.

b. Piers and storage lots at Fosters Point, Bishops Point, and Hickam Harbor Marina Storage lots do not have power or water sources. Vessels in these areas will not use electrical power when the boat owner is not present. Electrical cords will not be left unattended. Patrons may only use electrical power when they are present.

c. Vessels in storage lots may use water source while present, but must remove and store water hoses on their vessels.

d. Vessel/trailer covers are the responsibility of the owner. The intense sun in Hawaii rots them out in about 6 months. Please plan to replace these often. Torn/Damaged tarps will be removed by Marina staff and any resulting damage, not the responsibility of the Marina.

e. Lessee is responsible for keeping the docks open and free of debris. All residue or other byproducts of work or other activities must be removed daily. Welding, major construction or repairing, spray painting on the exterior of the vessel, exterior sandblasting or any work beyond routine repair or replacement shall not be permitted on the docks, in the storage lots or on Marina grounds. The Lessor

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shall determine what constitutes "work beyond routine repair or replacement". Paint removers, burning of paints, sanders without dust collectors, etc. shall not be used on topsides or above decks. Painting of any sort, including spray, brush or roller painting, is prohibited on the docks and Marina grounds. Varnishing and wood sealing must be done in compliance with all government agency regulations. Any maintenance or repairs that result in any overboard

discharge is prohibited. Lessee shall be liable for any and all damage caused by Lessee to JBPHH property, as well as the property of other Marina patrons. Navy Marina personnel and lessee must comply with all Federal, State, and Base Regulations governing such uses. Onboard oil changes while permissible, require notification of Marina Manager or staff. Owner must be able to present proof that a HAZMAT spill kit is present.

20. Improvements. Lessee may not make any improvements or Additions/attachments to any dock, slip, or storage space without written permission from the Marina Manager. The Marina staff may remove all non-approved improvements, additions and/or attachments at Lessee's expense. All approved improvements shall become the property of JBPHH unless specified otherwise in writing by the Marina Manager.

21. Washing Private Property. A wash area is provided for fresh water washing of boats and vessel trailers. No vehicles or RV's will be washed on any part of the Marina grounds unless an area has been designated for this purpose.

22. Waste Disposal. Lessees shall not permit any of his/her guests or invitees to throw, discharge, pump, or deposit any refuse, oil, paint, paint solvents, spirits, flammable liquids, hazardous waste, or polluting matter into the water or on Marina grounds or adjoining land. All such matter shall be disposed of properly and lawfully in accordance with all Federal, State, and Base Regulations. Hazardous materials (oils, paints, solvents, chemicals, batteries, etc.) shall not be disposed of except in hazardous material disposal areas specifically posted. Disposal of hazardous materials in trash bins or other areas not specifically posted for disposal of hazardous waste is prohibited. Failure to strictly adhere to these provisions can result in severe fines and/or penalties, including termination of rental agreement(s) and parking privileges at the Marina. Lessee shall indemnify and hold harmless the U. S. Government, the Department of the Navy and any of its agents, representatives and employees from any acts of wrongful dumping by Lessee. Lessee and his/her guests or invitees should refrain from using toilet facilities onboard boats while at the docks. The Marina provides adequate restroom facilities.

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Discharge of sewage overboard within the harbor is strictly prohibited.

23. Flammables. No flammable materials or chemicals may be stored in storage lots, on the dock or in dock boxes. This includes, but is not limited to, propane, gasoline, solvents, and paints. Accumulation of materials that constitute a fire hazard is strictly prohibited.

Expeditionary type gas-containers will not be stored anywhere in the storage lots.

24. Right to Access. The Marina staff may enter any private property to effect repairs or where it is deemed necessary for the safety of patrons and the protection of property. If a lock must be cut to gain entry to Lessee's property, an attempt shall be made to notify the Lessee.

25. Fuel. Fueling or transferring fuel while on the docks, on Marina grounds, onboard boats secured to the dock, or in the storage lot are prohibited without the written approval of the Marina Manager.

26. Restrooms. Restrooms are provided for use by Marina patrons and their guests/invitees. Anyone utilizing the restroom facilities is requested to help maintain their cleanliness by picking up after himself or herself.

27. Children. As the danger of injury to children is increased by lack of adult supervision, children under the age of 14 are not allowed in storage lots, docks and waterfront area unless closely supervised by parents or an adult guardian. Parents will insure that non-swimmers and toddlers wear lifejackets when on the docks or boat decks. Lessor does not provide lifeguard services at the Marinas.

28. Animals. Dogs and other pets are permitted on the Marina grounds only when properly licensed, on a leash, in accordance with Hawaii State Laws, and attended by the owner. No animal shall be tied to any parts of the docks including finger piers, locker boxes, and utility outlets. The owner shall be responsible for the animal on the Marina premises and shall be responsible for immediately cleaning up after their pet's or be subject to termination of their rental agreement. Animals shall not disturb other patrons. Pets are restricted from all heads, laundry facilities, and Marina buildings.

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29. Phone Messages/Mail. Lessor will not take or relay telephone messages for Lessee. Additionally, Lessor will not accept or hold mail for Lessee.

30. Bicycles and Skateboards. Skateboards, roller skates, bicycles, and other similar wheeled devices are not permitted to be used on the docks, walkways, or common areas. Skateboards, roller skates, bicycles, and other similar wheeled devices may be used to transit the Marina grounds, but the operators are required to wear a helmet, and are prohibited from loitering and horseplay. Bikes will be stored in

designated bike storage areas only. Bicycles are recommended to be locked with a cable/chain.

31. Signs. All signs must be approved in writing by the Marina Manager prior to being displayed at the Marina. Bulletin boards are provided at the Marina office for the posting of 8.5" x 5.5" cards advertising of personal property for sale. The cards must be approved by the Marina Manager prior to posting, must be dated, and will be removed after 30 days. "For Sale" signs no larger than 11" x 17" are authorized to be posted on the boat. No commercial solicitation or other advertising of any kind is allowed on the Marina premises or vessels.

32. Responsibilities. Lessees should notify the Marina of any unsafe or hazardous conditions that come to their attention. Disorderly or improper conduct by any Lessee or guest that might cause harm to another, damage to property, or harm the reputation of the Marina is prohibited.

33. Tool and Shop Use. The Marina workshop is off limits to all patrons. Tools and/or supplies of any type will not be loaned or given to any patron.

34. Loss of Privileges. The Marina reserves the right to deny privileges to any patron, including visiting yachtsmen or guests and to have any person removed that is under the influence of alcohol or drugs. Violations of Marina rules and regulations or boisterous/offensive conduct shall be grounds for temporary or permanent removal of the offender from Marina grounds. Patrons found in non-compliance with the Navy MWR Space Rental/Storage Agreement and/or any of these rules will be subject to cancellation of slip/storage privileges. Actions that could result in injury or damage to property, and/or the environment constitute a safety hazard and can result in immediate termination of the agreement. Minor infractions to the rules will result in a verbal warning, followed by

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a written warning. Failure to correct the deficiency/infraction will result in termination of the agreement.

35. Parking. There shall be no parking at any time in the red zones (fire lanes). No long term parking is allowed without proper registration and prior written approval by the Marina Manager subject to availability of space. Long term parking is defined as any period in excess of 72 hours. On Marina grounds, vehicles will not be driven on areas other than paved hardtop. The loading zones are for loading and unloading only for a period not to exceed twenty minutes. Handicap spaces are reserved for eligible vehicles. Temporary boat

trailer parking in the Marina parking lots is allowed for day use only and must be removed or relocated prior to 2200 to a temporary dry storage space assigned by the Marina Manager. No storage-type vans/trucks, campers, RV's, or utility trailers will be permitted to park overnight on Marina grounds.

36. Firearms. No firearms are allowed on Marina property, onboard any vessel, in any vehicle, or on any person at the Marina. Properly stored flare guns kept aboard vessels for safety are allowed.

37. Quiet Hours. Quiet hours are from 2200-0800 daily.

38. Rights to moor/store. Patron may cruise up to 18 months without losing their rights to return to their slip. After 18 months, the Navy MWR Space Rental/Storage Agreement will be terminated.

39. Disputes. The Navy MWR Space Rental/Storage Agreement is governed by the admiralty and maritime laws of the United States of America and any and all disputes between the parties arising under this Agreement shall be subject to the exclusive jurisdiction of the United States District Court for the State of Hawaii.

WET STORED VESSELS

1. Locations. Long-term wet slip rentals are available at the following locations:
 - a. Pearl Harbor Rainbow Bay Marina for various size boats up to a maximum length of 47 feet.
 - b. Hickam Marina for boats up to 25 feet for boats with keels and 28 feet for motorized boats (with a draft no more than one foot).
 - c. Hickam Bishop Point is strictly for commercial MWR contracted boats.
2. Vessel Condition and Readiness. Vessels must have good watertight integrity and be kept in "ready-to-use", sea worthy condition. The Marina manager may terminate slip/side tie privileges or refuse to assign a vessel to a slip/side tie if the vessel is not seaworthy, is improperly maintained, or presents a danger to the property of others. All vessels must be able to get underway with their own propulsion system(s). Each boat owner must demonstrate on a semi-annual basis or at the discretion of the Marina Manager, the ability to get underway and operate within either Pearl Harbor or Hickam Harbor by sailing to buoy 2. Lessee's boats will be deemed not seaworthy if unable to get underway within 10 calendar days from the date written notification is placed in the United States mail, sent to the address on file in the Marina Office. Lessee will be required to have his/her boat removed from the facility if the boat is deemed not seaworthy. The boat will not be allowed to return to the slip until required repairs have been completed within 30 days. The Marina manager may require a written survey of the boat confirming seaworthiness prior to allowing the vessel to return. If after 30 days, the boat has not been repaired or confirmed seaworthy, the contract will be terminated.
3. Boat Float Plan. All boat owners are required to complete a Boat Float Plan and submit to the Marina Office prior to any vessel movement. Boat Float Plans will require the following information:
 - a. Boat name, make, type, size, and color
 - b. Names of skipper, crew and guests on board
 - c. Departure date and estimated date of return
 - d. Destination and date of expected arrival
 - e. Emergency point of contact
 - f. VHF channel used for monitoring

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4. Dock Lines. Lessees are solely responsible for the safe mooring of their vessel and are responsible for providing adequate dock lines, regularly inspecting docking attachments, and reporting any unsafe dock fittings to the Marina manager. Anti-chafe gear should be used around cleats and anywhere lines rub against the vessel. Dock lines may not cross major walkways. The marina reserves the right to replace any frayed, worn, or broken mooring lines, at Lessee's expense, and to board any vessel when deemed necessary to effect repairs. Lessee shall reimburse the marina within ten calendar days after being billed for labor and material costs associated with the replacement of Lessee's mooring lines. The Lessee will be responsible for any damage caused as a result of Lessee's boat breaking loose from the dock.

5. Ample Fenders. Lessee must provide ample fenders for his/her boat for the protection of the Marina docks. If Lessee fails to provide ample fenders, the Lessor may, at Lessee's expense, replace/provide fenders when deemed necessary for the protection of the Marina docks. Lessee shall reimburse the marina within ten calendar days after being billed for labor and material costs associated with the replacement of Lessee's fenders.

6. Dinghies and Tenders. Dinghies and tenders must be stored aboard the vessel, within the slip, or in assigned dry storage racks only. At no time shall dinghies/tenders be stored on piers or fingers.

7. Vessel Overhand and Boarding Steps. Boarding steps must not be wider than half the width of the finger pier. No boat, or part thereof (i.e. bow sprit, plant, bow pulpit, anchor, swim step, etc.) shall overhang the docks, piers or walkways in such a way as to affect a pedestrian's normal course of ingress or egress. No part of a vessel may extend into the waterway more than three feet beyond the length of its assigned slip unless the Marina Manager grants permission in writing.

8. Dock Storage Boxes. Lessees are responsible for the care of their assigned dock box and will be held liable for any damage occurring thereto. Dock boxes must be secured by a lock or other securing device when not in use. Only one dock box is permitted per berth. The marina staff is authorized to enter dock boxes in order to affect repairs therein. No flammable and/or hazardous materials are allowed to be stored in the dock boxes. Only dock storage boxes supplied by the Marina may be used.

9. Pushcarts. Pushcarts provided at the dock are for general use and shall be returned to the designated storage area near the Marina

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Office. Marina pushcarts are not be used by contractors, boat workers, etc. Pushcart users will clean carts after use, wiping up any spills, stains or contamination.

10. Electricity. Per fire codes and regulations, all connections to the electrical system shall consist of a marine grade weatherproof, three wire, ground type connection and be UL approved. No other type of electrical connection will be permitted. Lessee must use a feed-interrupt (GFI) extension or have a separate circuit breaker installed in compliance with fire regulations to receive electrical service at the slip. Lessees shall not use cords with insufficient amperage capacity as required by the National Electrical Code, to connect to receptacles. Cords may not be affixed or secured to docks or cross main walkways. Lessees not in compliance with this section will have their illegal connections confiscated and may be directed to vacate their slip. Vessels are to be self-sufficient and not rely on Marina shore power to keep the boat afloat using bilge pumps, to power refrigeration, air conditioners, or other appliances.

11. Overnight Stays (non-live aboard tenants). All slip lessees are authorized to stay overnight eight nights per calendar month aboard their boat. Lessees are required to notify Marina Management of the specific nights they will be staying aboard their boat in any given month. Patrons found to be staying aboard in excess of the authorized limit are subject to immediate termination of their contract.

12. Fishing and Swimming

a. Rainbow Bay Marina: Fishing and swimming from the docks, piers, floats and beaches adjacent to the docks is strictly prohibited (except as permitted by law for bottom cleaning, maintenance or when approved by the Marina Manager). Throwing rocks into the water and moving riprap along the beach is strictly prohibited. Cleaning fish and cutting bait on the docks or surrounding areas is prohibited.

b. Hickam Harbor Marina: Fishing from docks, piers, floats, and beaches adjacent to or on the Marina property is strictly prohibited; however hand pole fishing (no reels) are permitted from the Westside of Fosters Point and from the HIANG parking lot. Swimming is only permitted in the designated area at adjoining Hickam Beach, within the buoyed, marked areas.

c. Diving and Snorkeling is only permitted within Hickam Harbor boundaries if supervised by a JBPHH MWR lifeguard, or through instructional classes provided by JBPHH MWR.

13. Barbecues. Barbecues are not permitted on docks.

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14. Laundry. Drying or airing laundry or apparel on the docks or the rigging of vessels is prohibited. When using the Marina laundry facilities, clothes will not be left unattended in washers or dryers.

15. Halyards. Halyards shall be tied off to eliminate noise.

16. Dock Safety

a. Lessee shall not store or grow plants on the docks. Plants may be grown aboard Lessee's vessel.

b. Hoses should be neatly coiled and out of walkways.

c. Shoes or appropriate foot protection should be worn at all times while on the docks.

d. Running, jumping, and horseplay on the docks is prohibited.

e. The marina is not responsible for wood splinters or other related injuries, or for injuries caused by Lessee's or his/her guest's negligence or misconduct.

17. Engine Operation. Except when entering or leaving slips, main engines, power-generating equipment and other noise-making machinery shall not be operated between the hours of 2200 and 0800. Engines shall NOT be operated in gear while the vessel is secured to the dock. The speed limit for boats and watercraft within the Marina basin and around all docks is wake-less speed.

18. Litter. Littering on the grounds or docks is prohibited. Trash and garbage are to be placed in proper containers.

19. Overboard Discharge. Overboard discharge of sewage is prohibited by law and is cause for immediate termination of the rental agreement. Because the Marina basins are in sheltered areas, discharge of graywater, as well as discharge of bilge water that contains oil, fuel or other pollutants, is strictly prohibited. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water.

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LIVE ABOARDS

1. Definition. A live aboard is defined as a designated lessee that uses their moored boat as a primary domicile. Live aboard permits are available exclusively at Pearl Harbor Rainbow Bay Marina.

2. Live Aboard. No person shall live aboard a vessel at any time without a properly executed, valid written Navy MWR Space Rental Storage Agreement (enclosure 9) and JBPHH Rainbow Bay Marina Live Aboard Agreement (enclosure 10). Lessee's living aboard without a valid written Navy MWR Secured Storage Agreement and JBPHH Rainbow Bay Marina Live aboard Agreement will be subject to the immediate termination of their slip lease. The Marina Manager will keep these on file and a current waiting list will be posted at the Marina. Priority for filling Live Aboard vacancies will be posted at the Marina and priority for filling Live Aboard Vacancies will be based first on the priority level of the patron and second the date of the application.

3. Live Aboard Categories

a. Permanent Live Aboard. The number of Permanent Live Aboard boats at Pearl Harbor Rainbow Bay Marina is limited to 15% of available slips. All live aboard slips will be assigned based on the priorities outlined in enclosure (1).

b. Short-term Slip Docking. Docking will be offered on an "as available" basis and only applies to authorized patrons. Short-term slips are rented for a 24 hour period commencing 1200 the day of rental and ending 1200 the following day and will be charged a short-term rental rate. Lessees failing to depart the overnight space/slip by 1200 will be charged additional fees and may, at the discretion of the Lessor, have their boat moved at Lessee's expense.

4. Requirements. The following will be required for all live aboard lessee:

a. Lessee's boat is a minimum of 25 feet in length.

b. Lessee's boat is seaworthy and sailable at all times. Each boat owner must demonstrate on a semi-annual basis or at the discretion of the Marina Manager, the ability to get underway and operate within either Pearl Harbor or Hickam Harbor sailing to buoy 2. The Lessor may require a written survey of the boat confirming seaworthiness prior to allowing the vessel to return.

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5. Noise. Any noise or behavior that causes a disturbance or interferes with the quiet environment or safety of other Marina patrons, their guests or invitees, shall, at the marina manager's discretion, constitute grounds for immediate termination of the Live Aboard Agreement or the Navy MWR Space Rental/Storage Agreement, or both.
6. Regulations. Live Aboard tenants shall comply with all Marina regulations/agreements.
7. Parking. Live Aboard tenants will be allowed up to a maximum of two parking spaces located in the secure Marina parking enclosure. Tenant's vehicle(s) will be registered with the Marina office.
8. Assignment. The Lessor may reassign Lessee's boat to another slip when Lessor deems it necessary.
9. Pets. Pets will be allowed for live aboard tenants provided that all pets are registered with the Marina, kept on a leash, not allowed to roam free and feces picked up by owners. Pets must have proof of rabies shot, parvo (dogs only), and have a micro chip.

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DRY STORAGE

1. Definition. The JBPHH Dry Storage Rental Program consists of the following:

a. Rainbow Bay Marina:

(1) Storage Lockers

(2) Boat House Dry Storage Lot for recreational vehicles, vessels, and watercraft up to 32 feet.

b. Hickam Marina:

(1) Storage Lockers

(2) Recreation Dry Storage Lot for recreational vehicles, vessels, and watercraft up to 40 feet.

2. Overnight Stays. Patrons may not stay overnight aboard any dry stored vessel.

3. Space Overhang. Dry stored vessels and associated appurtenances shall not extend into walkways, driveways, streets, or outside of the assigned storage space.

4. Appearance

a. Dry stored boats, boat trailers, and boating gear trailers must be kept clean, in a good state of repair, and be in a "ready-to-use" condition at all times.

b. Covers must be presentable and in good condition. The marina staff may remove unsightly covers that have rips/tears or are tattered.

c. Boats and trailers must not have flaking paint, rust, loose parts, etc. Tires must be kept from going flat, or the vehicle should be elevated on appropriate blocks as determined by Lessor.

d. The storage lot must be kept clean and free of trash and clutter.

e. Lessee shall maintain his/her vessel's appearance, to include, but not be limited to, regular cleaning, maintenance, and repair/replacement of all painted and varnished surfaces, all bright work, rigging, safety equipment, and any other appurtenances. The marina manager shall determine the adequacy of the appearance/condition of Lessee's vessel.

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BOAT RAMP ACCESS AND WATER WAYS

1. Rainbow Bay Marina:

- a. Boat ramp and parking lots available to DoD card holders.
- b. Boat Ramp and Rainbow Bay Marina is accessible only during business hours. Pearl Harbor Permit is required for use of boat ramp.

2. Hickam Harbor Marina:

- a. Boat ramp is accessible 24-hours a day.
- b. Boat Ramp parking lots are available to all DoD card holders. Vehicles with trailers are required to park along main road of the Hickam Harbor Marina, or the adjoining parking lot located across from the Hawaiian Air National Guard (HIANG).

3. Waterways:

- a. Pearl Harbor: Utilization of access into Pearl Harbor is regulated by Port Security. Rules and regulations for recreational boating under Port Authority and PHNSDA are provided in reference (d).

- b. Hickam Harbor: Patrons who utilize their watercraft in Hickam Harbor need not obtain permission from Pearl Harbor Port Tower. Only when the vessel approaches Pearl Harbor Channel will contact with Port Tower control be necessary.

c. Thrill Craft Usage:

- (1) Jet Skis, wave runners and vessels under 13 feet that are used as a "personal watercraft" for thrill activities are prohibited from operating within the boundaries of the Hickam Harbor and Rainbow Bay Marina. Access to open ocean via Hickam Harbor Channel/boat ramp is authorized. A direct route to the last channel marker is required. Personal watercraft is defined as:

- (a) Less than 13 feet in length

- (b) Generally capable of exceeding a speed of twenty miles per hour

- (c) Can be operated by a single operator, but may have the capacity to carry passengers while in operation; or is designed to provide similar operating performances as a personal watercraft through a combination of small size, power plant, and hull design.

- (2) In accordance with Hawaii State Laws, an operator of a thrill craft vessel must be at least 15 years of age.

- (3) Thrill craft operators are required by Hawaii State Law to wear a personal floatation device.

Enclosure (6)

BOAT RENTAL

1. Description. The program offers boat and watercraft rentals as follows:

- a. 1 or 2 person kayak
- b. Catalina 18 foot sail boat
- c. Outrigger canoe
- d. Rhodes 19 foot Sail Boat
- e. Catalina 14 foot Sail Boat (Hickam only)
- f. Holder 14 foot Sail Boat (Hickam only)
- g. Club 420 Sail Boat
- h. Laser Sail Boat
- i. El Toro Sail Boat
- j. Toppers Sail Boat (Hickam only)

2. Safe Boating and Sailing Standards. The Marina will establish safety standards and practices that include the following:

- a. An equipment usage qualification process.
- b. An education program to include classes in marine "rules of the road", use of float plans, proper use of floatation devices, use of distress signals, etc.
- c. Qualification training or certification classes.
- d. Safety check and survey of all boats and watercraft prior to customer rental.
- e. Youth under the age of 18, who are qualified to use sailboats, must also have permission/waiver form signed by their parent or guardian.

3. Reservations. Boat availability is on a first come, first serve basis.

4. Boundaries. Patrons will stay within the defined boundaries and away from the areas within Pearl Harbor that are restricted and off-limits to personal watercraft operation. Boundaries may be further restricted due to inclement weather or for security reasons.

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5. Condition of Use. Conditions for use of rental boats are as follows:

a. Patron will complete the Equipment Rental Agreement prior to use.

b. Marina personnel will validate patron certification prior to boat rental.

c. All boats will be inspected by the patron and Marina personnel to ensure the condition and equipment are in proper operating condition prior to and upon return of the rental boat.

d. Marina personnel will validate and certify patron boating qualifications by on-site orientation and testing.

e. Marina personnel will address and explain watercraft operating procedures, personal protective equipment requirements, safety precautions, designated operating areas and other operational requirements as needed.

f. Patrons checking out sailboats will be required to stay within sight of posted boundaries.

g. Patrons will be held responsible for the repair or replacement of Marina equipment or property intentionally or negligently damaged or destroyed.

6. Reciprocal Check-out Card. Sailing or boating check-out cards issued by other recognized and acceptable activities or schools will be honored, however, individuals will still be required to go through a boater's check-out, to provide evidence that sailing/boating is proficient.

7. Payment. Patrons will pay the rental fees upon return to the Marina and after final inspection of the boat and/or equipment.

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SAILBOAT INSTRUCTIONAL CLASSES

1. Purpose. Sailboat classes provide patrons the opportunity to acquire the skills and knowledge with classroom and on the water instruction, to operate and enjoy sailing.
2. Standards. Sailboat lessons will be taught under United States Sailing Association (USSA) regulations as outlined in reference (d).
3. Requirements. The following requirements apply to all sail boat instructional classes:
 - a. Minimum age for sailing lesson instruction is 10 years (Rainbow Bay Marina) and 8 years (Hickam) or older.
 - b. Patrons must know how to swim before being given sailing lessons.
 - c. Youth ages 8 through 18, must have permission/waiver form and an agreement to participate signed by their parent or legal guardian.
 - d. Lifejackets must be worn at all times by sailing students.
 - e. A powerboat will remain in the water close to all sailing instructional classes.
 - f. At least one Marina employee will be positioned on the recreational docks to observe and view all sailing instructional classes.
4. Check-out Card. A check-out card, detailing the degree to which a person has been instructed and qualified for, will be issued by the Marina. Check-out cards may be revoked due to negligence, prohibited boating practices or any other event caused by the patron deemed to be un-safe and contrary to the guidelines contained within this instruction.

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CANOE PROGRAM

1. Purpose. Canoe programs provide patrons the opportunity to acquire skills and knowledge, as well as provide physical fitness, team work and unit cohesion, while in an outrigger canoe setting.
2. Standards. Canoe paddling will be operated under a MWR Marina employee's supervision.
3. Requirements. Canoe paddling provides two types of programs; unit Physical training (PT) and recreational paddling. Hours of operation and costs associated with canoe paddling programs will be posted in the Marina office. Minimum age for canoeing is 10 years of age (with an adult).
 - a. PT Paddling:
 - (1) Active duty service members and their assigned commands, units, etc. are authorized to canoe in a group setting to meet PT standards.
 - (2) PT groups are authorized up to twelve (12) participants; however, more would be considered if a certified steersman can be provided.
 - (3) PT canoe paddling must be scheduled in advanced.
 - b. Recreational paddling:
 - (1) Active Duty, dependents, retirees, or eligible DOD civilians paddling for recreation purposes.

MWR agrees to rent space to the Patron and permit the use of the facilities at the Secured Storage Area for the following property:

Property Type: Automobile € Boat € Trailer € Recreational Vehicle €

Other: _____

Property Year: _____ Property Make: _____ Model: _____

Color: _____ Dimensions (Length/Height/Width) _____

Weight: _____ VIN _____

Property Registration/Title No.: _____ State: _____.

Owner of Record: _____.

(Full name as it appears on title if different than above. A valid Power of Attorney must be provided this property is stored by a person who differs from the owner of record.)

Property Type: Automobile € Boat € Trailer € Recreational Vehicle €

Other: _____

Property Year: _____ Property Make: _____ Model: _____

Color: _____ Dimensions (Length/Height/Width) _____

Weight: _____ VIN _____

Property Registration/Title No.: _____ State: _____.

Owner of Record: _____.

(Full name as it appears on title if different than above. A valid Power of Attorney must be provided this property is stored by a person who differs from the owner of record.)

(Complete mailing address if different than above)

Additional Owner of Lien Holder(s) of Record: _____

(Full name as it appears on title)

(Complete mailing address)

Insurance Company: _____

Policy Number: _____ Policy ending date: _____

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Patron agrees to pay MWR the sum of \$ _____ per _____ (*Designate: daily, monthly, seasonal or annual*) for storage of items listed above. Total fees payable under this Agreement is \$ _____. Any property left in the Secured Storage Area beyond the dates of this Agreement shall accrue a fee at a pro-rata rate of 150% of the storage charge above for the first 30 days after expiration of the agreement. Thereafter, a pro-rata fee of 200% of the storage charge above will accrue. Patron agrees to pay all costs and fees resulting from any action taken by MWR to remove abandoned property.

A. TERMS AND CONDITIONS

1. The Patron is required to keep all information provided for in this Agreement current. By Federal law, military installations may retain the proceeds from the sale of any lost, abandoned, or unclaimed personal property, to include privately owned property, found on a military installation. However, no property may be disposed of until diligent effort has been made to find the owner (or the heirs, next of kin or legal representative of the owner). The Patron information required by this Agreement will be used to locate the Patron and other legal owners of the property, if any.
2. The Patron agrees to maintain third party commercial liability insurance on the automobile, boat or recreational vehicle described above throughout the entire term of this Agreement. Failure to maintain such insurance constitutes a breach of Agreement and is grounds for termination of the Agreement and removal of Patron's property.
3. All payments are made in advance and in the name of the sponsor.
4. If more than one owner, this Agreement applies jointly and severally to all owners of the specific boat and trailer described in this agreement. Notice provided to one owner constitutes notice to all owners for all purposes whatsoever.
5. The Patron agrees and understands that this Agreement is valid only for the specific property described above. This Agreement cannot be transferred, sold, conveyed, demised, bequeathed, or otherwise disposed of in any manner to any other persons. Any agreement to the contrary is and will be totally null, void, and unenforceable. If during the term of this Agreement, the Patron sells, transfers, or conveys title to the property described above, the Patron agrees to inform the MWR. The Patron further agrees that prior to the effective date of such sale, transfer, or conveyance of property title, the property will be removed from the Secured Storage Area unless the new owner(s) enter into a new storage agreement.
6. This agreement can be terminated at any time by MWR. Such termination will be effective ten (10) calendar days from the date that written notice is placed in the United States mail addressed to the property owner(s) at the addresses provided in this Agreement or forwarded to the email address of the Patron as indicated above, at the complete and sole discretion of the MWR.
7. The Patron further agrees to strictly follow the terms and conditions of this Agreement and the rules and regulations of the Secured Storage Area, which are incorporated by reference as though fully set forth herein (a copy of which is available for review in the Marina office). The Patron further understands that any violation on the Patron's part or the Patron's agents, guests, and/or invitees and other persons, may constitute grounds for immediate termination of this Agreement at the option of MWR.
8. The Patron agrees that MWR has the authority—but not the responsibility—to remove property as circumstances dictate, including natural disasters, hurricanes, typhoons, tsunamis, wildfires, earthquakes, manmade disasters, riots, civil disturbances, terrorist attacks, vandalism or the like. While the MWR will take reasonable measures to protect property stored at MWR facilities, the Patron remains fully and solely responsible for moving the property to a safe storage area.
9. Hazardous materials of any kind are prohibited in the Secured Storage Area. This includes but is not limited to natural gas, propane, oil, gasoline and petroleum products, and any and all flammable, explosive and toxic substances. This does not apply to oil, gasoline or petroleum products found inside internal combustion engines in storage.

B. AUTOMOBILE & RECREATIONAL VEHICLE STORAGE

1. Tags, registration, as well as insurance on stored property is to be up to date as long as the property is stored at the MWR secured storage. If you decide to change the type of property, provide all required documents such as proof of ownership, valid state registration, and valid and current insurance. If you fail to provide this information within 30 days you will be asked to remove your property.
2. All vehicles must have valid and up-to-date annual state inspection decals, stickers, or other applicable documentation.
3. Patrons understand and agree that all campers/recreational vehicles must be winterized during the timeframe of 01 November – 01 April at all cold weather locations. MWR assumes no responsibility for any damaged caused by a Patron's failure to properly winterize a vehicle.
4. All campers/recreational vehicles must be disconnected from all utilities while secured on-site. Any camper/recreational vehicle found utilizing any utilities while stored on-site will incur the overnight usage fee for each night (the charges will

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accumulate even while camper is not occupied).

5. Any additional property must be stored inside the automobile, camper, or recreational vehicle, or in an approved storage unit. No loose or ancillary equipment or property may be stored outside the vehicle.
6. Recreational vehicles must be parked in the assigned campsite/short term storage. Parking in campsite/short term storage other than the site assigned will result in the following: Removal of your property to a secured storage area; with additional charges incurring; termination of your on-site reservation; or loss of pre-payment without any pro-rata credit.
7. In the event that the Patron stores the camper/recreational vehicle in an area also designated for camping, the total accumulated time of camping reservations and on-site storage cannot exceed one year at the designated campsite/storage area. Exceptions to this policy may be granted only with the written approval of the MWR Director.
8. *No Repair Work.* No repair work shall be done to any automobile or recreational vehicle any related equipment without the prior approval of the marina manager

C. BOAT STORAGE

1. *Slip/Mooring:*

a) MWR mooring may be provided at below market rates as available. In consideration for any such savings, the Patron expressly and knowingly agrees to defend and hold harmless from any liability whatsoever, direct or indirect, the United States, Department of the Navy, its military and civilian personnel, as well as Navy Morale, Welfare and Recreation Division, the installation's MWR activity, MWR Marina, and its personnel, for any negligent act or omission whatsoever with respect to mooring that results in personal injury or property damage whatsoever, including damage to the vessel and its engines, equipment, appurtenances, and personal property.

b) The Patron is responsible for providing and utilizing all necessary mooring chains, mooring lines, and all other equipment to properly secure the vessel. Since mooring chains suffer from seawater corrosion and mooring lines weaken over time, the Patron is required to conduct periodic inspections to ensure safe mooring. In the event that any mooring chains, lines, or equipment is provided by the MWR Marina, the Patron may utilize such wholly at the Patron's own risk. Further, the Patron is required to report any significant corrosion, significant wear, degradation, or damage to any such equipment, or any sign of potential failure to MWR staff.

c) Underwater anchors for mooring systems have been known to move out of position under the pressure of tidal surges caused by inclement weather, especially when moored vessels tie up with mooring lines that are of insufficient length to account for tidal surges. Therefore, anchors may not serve as adequate assurance against movements of a vessel, which could result in damages to vessels, equipment, personal property, or persons. MWR shall not be responsible for any such damages, and the Patron will maintain adequate insurance in the event of damages caused by mooring failures.

2. *Haul-out/Launching.* MWR haul out, storage, and launching service may be provided at below market rates as available. In consideration for any such savings, the Patron expressly and knowingly agrees to defend and hold harmless from any liability whatsoever, direct or indirect, the United States, Department of the Navy, its military and civilian personnel, as well as Navy Morale, Welfare and Recreation Division, the installation's MWR activity, MWR Marina, and its personnel, for any negligent act or omission whatsoever with respect to any haul out, storage and launching service resulting in personal injury or property damage whatsoever, including damage to the vessel and its engines, equipment, appurtenances, and personal property.

3. *Seaworthiness/Insurance.* The Patron warrants that subject vessel is and shall be maintained in a seaworthy condition and in full compliance with all governmental and regulatory requirements. Within one year of the anniversary date of this agreement, and annually thereafter, the Patron shall prove by sea trial conducted under the observation of MWR the continuing seaworthiness and safety compliance of the vessel. The Patron further warrants that the vessel is covered by customary marine hull and machinery insurance and minimum personal injury and physical damage liability coverage of \$100,000/\$300,000/\$500,000 during the course of this lease.

4. *Removal-Destructive Weather.* Although MWR maintains the authority to order removal of any/all vessels, vessels maintained at the MWR Marina are not generally required to be removed in the event of a hurricane or other destructive weather. Owners are required to install additional lines and/or ground tackle in preparation for a hurricane or other

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destructive weather. Whether or not additional lines and/or ground tackle are installed, the Patron recognizes that MWR Marina is not adequately protected during a hurricane or other natural disaster and accepts all liability for damages to the vessel and to other vessels and property caused, either directly or indirectly, by the Patron's failure to timely remove vessel from the Marina. The Patron may exercise the right to remove the vessel even if not ordered to do so, subject to any restrictions or prohibitions on movement, travel, or transportation of property issued by order of emergency authorities including but not limited to Federal Emergency Management Authority (FEMA), state or local authority, or the Military Installation Commander.

5. *Abandoned Vessels.* The Patron agrees to pay all costs and fees associated with any action required by the MWR Marina to remove the Patron's abandoned vessel or property. Abandonment is defined as a vessel left in the Marina when ninety (90) days past due payment or estimated pickup date, unless the Patron notifies the Marina and makes payment for storage. Property considered abandoned may be disposed of in accordance with Federal Law and Department of Defense 10 U.S.C. § 2575.

6. *No Bailment.* The Patron understands the MWR Marina is open to the sea. MWR cannot and does not warrant control access from the sea. This Agreement does not constitute a bailment; nothing in this Agreement shall constitute MWR accepting care custody and control of the vessel.

7. *Marina Electrical Equipment.* Marina electrical equipment is maintained and checked for proper operation. All power cords must be manufactured marine power cords of the appropriate size. Improperly installed adapters, corrosion on plugs, improperly attached cords, and unapproved cords can cause fire or electrocution. The Patron is responsible for checking and maintaining power cords to prevent fire or electrocution. The MWR Marina is not responsible for damage to boat's electrical equipment. The MWR Marina maintains the pedestal and electrical service to the outlet. The Patron is responsible for operation and maintenance of electrical cords and equipment beyond the outlet.

8. *No Repair Work.* No repair work shall be done to any boat or any related equipment without the prior approval of the marina manager.

9. *Jurisdiction.* To the extent consistent with the terms and conditions of this Agreement, disputes regarding the vessel will be governed by the admiralty and maritime laws of the United States of America and any and all disputes between the parties subject to such law shall be under the exclusive jurisdiction of the United States District Court, Eastern District of Virginia, Norfolk Division.

10. *MWR Marina Rules and Regulations.* The Patron further agrees to strictly follow the terms and conditions of this Agreement and the rules and regulations of the MWR Marina, which are incorporated by reference as though fully set forth herein (a copy of which is available for review in the Marina office). The Patron further understands that any violation on the Patron's part, or the Patron's agents, guests, and/or invitees and other persons, may constitute grounds for immediate termination of this Agreement at the option of the MWR Marina.

In the event that the Patron is deployed, on vacation, hospitalized or otherwise unable to personally fulfill the requirements of this Agreement, it remains the responsibility of the Patron to designate under a properly executed Power of Attorney another individual capable of assuring compliance with all provisions of this Agreement.

D. RELEASE, INDEMNITY & HOLD HARMLESS

In consideration of being permitted to store the above-described property with MWR, the Patron hereby agrees that if the property is abandoned it may be disposed of in accordance with applicable regulations or local base procedures. Abandonment is deemed 45 days after estimated pickup day unless the Patron notifies MWR of any changes in dates. The Patron further agrees that because of the convenience and other consideration. The Patron, all heirs, executors, and administrators, release and forever discharge the United States Navy, the United States, the Morale, Welfare, and Recreation Fund of MWR for damages of any sort including but not limited to personal injury or property damage arising from use of said area. The Patron further waives all rights and those of all heirs, executors, and administrators under 10 U.S.C § 2572 for property abandoned that is subject to this release for which the MWR Fund has retained any funds due to the sale of my abandoned property. The Patron specifically waives the right to claim any excess funds above the actual

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costs incurred by MWR and the actual accumulated storage fees that have not been paid as consideration for entering into this agreement. This release extends to the owner(s) heirs or assigns, which might assert such claims or demands as a result of the disposal of the property so entrusted to MWR. The Patron agrees to indemnify and hold harmless the United States, the Department of the Navy, CNIC, and its military and civilian personnel from any liability in the leasing of storage facilities and use of any storage facility equipment. It is also expressly understood that the Patron shall indemnify and hold harmless Navy Morale, Welfare and Recreation Division, the installation's Morale, Welfare and Recreation activity, and its personnel, in the event that negligence or other fault of the MWR caused or contributed to the loss or claim.

All terms and conditions of the Agreement applying to any release of liability, or indemnification for liability, will remain in full force and effect (even though by the terms herein, this storage agreement will have terminated or expired) until such time as the property has been removed from the Secured Storage Area or other designated Federal property.

E. VOLUNTARY WAGE DEDUCTION CONSENT AGREEMENT

The Patron consents to collection for any amounts due from me to MWR, the United States Navy, the U.S. Government, or its instrumentalities, for unsettled debts plus applicable reasonable service charges that have been incurred by me or my family members pursuant to this agreement and the services rendered by MWR thereto.

This Agreement represents the parties' complete understanding of the entire Agreement and no modification or alteration of this agreement may be made except in writing, and signed at the bottom by or on behalf of both parties.

By signing and dating this agreement, the MWR and the Patron certify that each party has been provided a copy of the Agreement and advised to SPECIFICALLY READ ALL THE ITEMS HEREOF AND TO SEEK COMPETENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

_____	_____
(Date)	(Patron/Owner)
_____	_____
(Date)	(Co-Owner)
_____	_____
(Date)	(Co-Owner)
_____	_____
(Date)	(MWR Representative)

PROPERTY STORAGE TERMINATION

By signing this form, I am giving my 30 day written notice, required to close out my storage agreement. I hereby agree that my payment obligations are current and the storage space is clean and free of all personal items.

Patron Signature: _____ Date: _____

MWR PSF Staff Signature: _____ Date: _____

In the event MWR owes the Patron a refund for any pre-payment, please provide a mailing address and contact phone number:

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Ext: _____

Privacy Act Statement

AUTHORITY: 5 U.S.C. § 301, 10 U.S.C. § 5031, Departmental Regulations, and EO 9397 (SSN).

PRINCIPAL PURPOSE: The information requested on this form will be used as a general record of storage space rented from the Morale, Welfare & Recreation (MWR) Department. The information will also be used to contact the Patron deemed necessary in connection with their responsibilities associated with the renting and using of storage space at MWR Personal Storage Facilities (PSFs).

ROUTINE USES: The information may be used by other departments or agencies of the United States Government in the normal course of administering the affairs of non-appropriated fund activities of the United States Government.

DISCLOSURE: Voluntary. However, failure to complete form may result in inability to obtain MWR storage services.



Navy MWR Secured Storage Agreement *Term Extension*

Modification/Extension Number: _____ Date _____

This is a Term Extension of the Secured Storage Agreement dated _____ between Navy Morale Welfare and Recreation (MWR) and _____, Patron(s).

This agreement extends all terms and conditions of the original Navy MWR Secured Storage Agreement for an additional period of _____ (Months)(Years) from the original date of the agreement.

The Patron warrants and certifies that all information provided on the original MWR Secured Storage Agreement is current and accurate and complete except as specifically provided below (List any new addresses, phone numbers, emails, insurance policy numbers and other updated information as necessary):

NOTES TO MWR REPRESENTATIVE:

Secured Storage Agreement Term Extension

- (a) *If changes to the Patron's information are so extensive as to require more space than provided in this form, it is recommended that a new Secured Storage Agreement be executed.*
- (b) *If a new version of the MWR standard Secured Storage Agreement has been issued since the date of the original agreement, it is recommended that a new Secured Storage Agreement be executed.*

(Date) (Patron/Owner)

(Date) (Co-Owner)

(Date) (Co-Owner)

(Date) (MWR Representative)

JBPHH RAINBOW BAY MARINA
LIVEABOARD AGREEMENT

Registered Boat Owner: _____ Rank/Rate _____ SVC _____ PRD _____

Command: _____

Home Phone: _____ Work Phone _____ Cell Phone: _____

E mail _____

DESCRIPTION OF BOAT (MINIMUM LENGTH 25')

Type: _____ Boat Name: _____ Length: _____ Beam: _____ Draft: _____

PH Permit #: _____ Expires: _____ Registration/Documentation #: _____ Expires: _____

OTHER LIVEABORD PERSONNEL

Name: _____ Age: _____ AD: _____ DEP: _____ RET _____ CIV: _____

Name: _____ Age: _____ AD: _____ DEP: _____ RET: _____ CIV: _____

VEHICLE #1 _____ TAG# _____

VEHICLE #2 _____ TAG# _____

MAIL BOX # _____ PARKING STALL # _____, # _____ RESTROOM LOCKER # _____, _____

Note: Your PRD is utilized to maintain continuity. If your PRD changes and you desire to remain in live-abord status, or you have an earlier departure, you must notify this office at least 90 days prior to your original PRD. After a contract is signed by the next authorized live-aboard patron, your live aboard status will terminate upon your original PRD.

I, _____ agree to pay live-aboard rates of \$10.00 per foot per month for assigned slip # _____ for a total of \$ _____ monthly no later the tenth day of each month. I also agree to pay late fees as outlined in COMNAVREGHIINST 1710.3. I further understand failure to comply with the conditions of COMNAVREGHIINST 1710.3 will result in loss of live-aboard privilege.

1. This contract incorporates all terms, conditions, rules, regulations and provisions found in COMNAVREGHIINST 1710.3 and Lessee (boat owner) agrees to be bound by the same. A copy of this instruction is available through the Marina office.
2. Lessee hereby agrees that this agreement shall be valid only for the specific patron/s boat herein above described. This agreement cannot be transferred, sold, conveyed, demised, bequeathed, or otherwise disposed of, or encumbered in any manner whatsoever. Any agreement to the contrary is, and shall be, totally null and void. If Lessee sells, transfers, or conveys title to the specific boat aforementioned, Lessee hereby agrees to inform Lessor (Rainbow Bay Marina) within seven days of change of ownership.
3. Keys: Upon signing of this agreement, one (1) mail box key and two () live-aboard parking lot gate clicker will be issued. A fee of \$35 will be assessed for each item not returned upon termination/cancellation of this agreement.
Initials: _____

I have read and fully understand the conditions, policies, and fees stated in this contact and agree to abide accordingly.

Signature Date

Approved by: Marina Manager Date

Nov 30 15

PROCESS FOR NON-COMPLIANCE

1. Process. This process applies to Lessee's failure to comply with required paperwork or vessel readiness requirements. The entire process takes approximately eleven months to complete with no delays.

a. First 45 days: patron is contacted three times requesting compliance via email, phone, or in person.

b. Certified Letter:

(1) First Certified Letter puts Lessee on notice that they have 15 days to comply or have Navy MWR Secured Storage Agreement terminated. Upon receipt of signed certification, the vessel is moved to a mooring site at the Lessee's expense. Lessee will be charged a lower storage fee.

(2) Second Certified Letter: Terminates Navy MWR Secured Storage Agreement and gives 60 days' notice to remove property (via legal). Lessor continues to bill Lessee.

(3) Third Certified Letter: Lessor discontinues billing and refuses to accept payment(s). The vessel is deemed abandoned and the Lien Process begins.

2. Lien Process

a. Lien process starts 90 days from last notice.

b. Lessee is reported as delinquent in the accounting system (SAP) and monies owed will be written off.

c. Civilian contractor is hired to execute the lien process (approximately 100 days to complete).

d. Fourteen days after final lien paperwork is completed, the vessel may be sold.

JBPHHINST 1710.1

Nov 30 15

YOUR NEW MAILING ADDRESS

57 Arizona Memorial Drive
Slip ____
Honolulu, Hawaii 96818-3156