



**SAN FRANCISCO PORT COMMISSION
SOUTH BEACH HARBOR RULES AND REGULATIONS**

**MONIQUE MOYER
EXECUTIVE DIRECTOR**

ADOPTED _____, 2015

**LESLIE KATZ, PRESIDENT
WILLIE ADAMS, VICE PRESIDENT
KIMBERLY BRANDON, COMMISSIONER
DOREEN WOO HO, COMMISSIONER**

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS.....	1
2. APPLICABILITY OF RULES AND REGULATIONS	2
3. HARBORMASTER AUTHORITY	2
4. GENERAL CONDITIONS; RELEASE.....	3
5. GENERAL PROHIBITED ACTIVITIES	3
6. APPLICATION; LICENSE; BERTHING ASSIGNMENT.....	4
7. TRANSFER PROHIBITED	6
8. TERMINATION BY LICENSEE	7
9. RELEASE OF ASSIGNED BERTH.....	7
10. ABSENCE FROM BERTH.....	7
11. WAIT LIST.....	7
12. FEES; TAXES	8
13. NON-PAYMENT OF FEES.....	8
14. MARITIME LIEN; SALE OF VESSEL	8
15. USE OF WATER AND ELECTRICITY	9
16. DOCK BOXES	9
17. VESSEL DOCUMENTATION.....	9
18. VESSEL TRAFFIC WITHIN THE HARBOR	9
19. COMPLIANCE WITH LAWS.....	9
20. MINORS ON DOCKS.....	10
21. ACCIDENT REPORTS.....	10
22. UNNECESSARY DISTURBANCE	10
23. INVITEES; CONTRACTORS	10
24. GENERAL RULES AND OBLIGATIONS OF THE OWNER	10
25. MAINTENANCE AND CARE OF VESSEL; ANCHORING OF VESSELS	11
26. HAZARDOUS OBSTRUCTIONS PROHIBITED: BOARDING PLATFORMS	12
27. SIGNS.....	13
28. VEHICLE PARKING.....	13
29. NOTICES.....	13

SCHEDULES

Schedule 1: Fee Schedule

Schedule 2: Prohibited Items

Schedule 3: Disclosures – TBD

DRAFT

SOUTH BEACH HARBOR RULES AND REGULATIONS

1. DEFINITIONS

Whenever any of the following words are used in these Rules and Regulations or in a License agreement or permit, they mean the following:

“**Berth**” or “**Berths**” means a berth, slip or mooring in the South Beach Harbor including an assigned dock box within the Harbor. The word “berthing” shall be construed accordingly.

“**charter vessel**” means any vessel carrying passengers for hire.

“**City**” means the City and County of San Francisco.

“**Commission**” means the San Francisco Port Commission.

“**day**” or “**days**” means calendar days.

“**Fee**” means any fee or charge listed on the Fee Schedule.

“**Fee Schedule**” means the schedule of Fees, rates and charges adopted by the Commission and amended from time to time.

“**habitual late payer**” means an Owner that has not timely paid berthing Fees three (3) times in a three (3) year period.

“**Harbor**” means South Beach Harbor at Pier 40 and all facilities and improvements therein and entrances thereto including without limitation, the Pier 40 shed building and parking areas.

“**Harbormaster**” means the Harbormaster of the South Beach Harbor as appointed by the Port Maritime Director.

“**Hot Work**” means any activity generating a naked flame, spark or hot gas, and includes the use of BBQs and other cooking apparatus on the deck of a vessel.

“**Invitees**” means all crew, visitors, guests, agents, contractors, employees, hired personnel and other invitees while at the Harbor.

“**Laws**” means any present or future law, ordinance, judicial decision, rule, regulation or requirement of any federal, state, local or regional governmental entity with jurisdiction over the Harbor or activities therein. “Laws” includes the requirements of the San Francisco Port Code as to the South Beach Harbor Public Access Pier and South Beach Park.

“**License**” means the agreement under which an Owner is granted the right for a vessel to use a berth in the Harbor.

“**Licensee**” means the individual named in a License.

“**Maritime Director**” means the Deputy Director, Maritime, of the Port of San Francisco.

“**Owner**” means the registered owner of a vessel and shall include a Licensee when such Owner has a License and a Partnership and each member thereof when such Partnership owns a vessel.

“**Partnership**” means a general or limited partnership, limited liability company, corporation, joint venture or other such legal entity.

“**person**” means any person, including an Owner, using the Harbor.

“**Port**” means the Port of San Francisco.

“**Temporary**” shall mean a person berthing a vessel at the Harbor for a maximum period of six (6) months.

“**Transfer**” means to or attempt to give, sell, sublease, assign, transfer or otherwise permanently or temporarily voluntarily or involuntarily relinquish a right to use a berth including a Transfer of an ownership right in a vessel if the use of the berth is part of the Transfer.

“**Transfer Fee**” means the Fee charged to transfer a License as set forth in the Fee Schedule.

“**Transient**” shall mean a person berthing a vessel at the Harbor for a period of fourteen (14) consecutive days or less.

“**USCG**” means the United States Coast Guard.

“**vessel**” means any vessel or watercraft in, entering or departing the Harbor.

2. APPLICABILITY OF RULES AND REGULATIONS

These Rules and Regulations apply to all persons entering and using the Harbor, including without limitation all Licensees, Owners, and their Invitees.

In the event of any conflict or inconsistency between the Rules and Regulations and the terms and conditions of a License, the License will control.

Port reserves the right at any time and from time to time to change or rescind any one or more or all of these Rules and Regulations or to make such other and further Rules and Regulations as the Port determines are in the best interest of the Port, the environment and/or the Harbor. Such revised or new rules shall be binding upon all users of the Harbor.

3. HARBORMASTER AUTHORITY

A. The Harbormaster shall have full authority to operate the Harbor and to interpret and enforce these Rules and Regulations, as amended from time to time by Port. Violation of these Rules and Regulations may be cause for removal of persons, vessels or vehicles from the Harbor, revoking or terminating a License, parking permit or other authorization or taking other actions determined to be necessary or appropriate by the Harbormaster. Unless otherwise specified in these Rules and Regulations, all actions of the Harbormaster shall be in his or her sole discretion.

B. Every person, vessel and vehicle entering the Harbor shall immediately become subject to the authority and direction of the Harbormaster. The Harbormaster shall have the right to board any vessel in the Harbor for the purpose of administering and enforcing these Rules and Regulations.

C. The Harbormaster may board, enter, move or carry out emergency work on a vessel for safety or operational reasons without prior notice and at the Owner’s expense. If Harbor personnel must perform such services after-hours, the after-hours services rates will apply.

D. The Harbormaster shall have the right to refuse entry into the Harbor of any vessel which in the Harbormaster’s opinion is derelict, unseaworthy and/or of inappropriate size. Every vessel shall be berthed in the space assigned by the Harbormaster.

E. The Harbormaster shall have the right to reassign berths when there is a vacancy to obtain optimum utilization of Harbor facilities or to accommodate new or existing Licensees including Transient and Temporary Licensees that are in good standing and desire to relocate within the Harbor.

F. The Harbormaster shall have the right to move or cause to be moved any vessel to (1) ensure the proper operation, maintenance and repair of the Harbor; (2) as required for the safety and protection of persons or property; and (3) temporarily for a special event, such as a vessel show. If practicable, the Harbormaster will provide notice before moving a vessel.

G. The Harbormaster shall have the right, at Owner’s expense, to secure, move or remove any vessel that is in violation of a License or these Rules and Regulations and the Owner has failed to cure the

default during the cure period, if any. If practicable, the Harbormaster will provide notice before moving a vessel.

H. Each Owner hereby appoints the Harbormaster as his or her agent for designating a place of storage and safekeeping at the Owner's expense in the event that the Harbormaster moves the vessel to a location outside of the Harbor. The cost of removal and transportation to and from the storage facility shall be paid by Owner.

I. If at any time the Harbor is so badly damaged or affected by an event beyond the Port's reasonable control such that the Harbor can no longer provide berthing or other services, the Harbormaster shall have the right to terminate a license or other permission to use the Harbor and cancel services by providing reasonable notice.

4. GENERAL CONDITIONS; RELEASE

A. All persons enter and use the Harbor at their own risk and in doing so acknowledge and accept these Rules and Regulations.

B. Port shall not be liable for any death, injury, theft, loss or damage, including to vehicles or vessels, arising from a person's use of the Harbor. Port assumes no risk on account of fire, acts of nature, conditions of the sea, theft, or damages of any kind to vessels or vehicles using the Harbor.

C. Port is not under any general duty to provide a safety, weather, or security watch for the benefit of any person, vessel or vehicle and any liability or responsibility of Port for these contingencies is expressly released and waived by the users of the Harbor.

D. Port shall not be liable for claims relating to lack of or inadequate security, including for Port's own negligence, even in the event that Port provides some security services. Port does not warrant that unauthorized persons will not board vessels in the Harbor.

E. As a condition of using the Harbor, all persons entering the Harbor waive any and all claims against the City and Port arising from his or her use of the Harbor for any cause arising at any time, including without limitation all claims arising from the joint or concurrent, active or passive, negligence of the City or Port, but excluding any intentionally harmful acts committed solely by Port or City. Neither the Port, City, nor any of its officers or employees shall be liable and Owner waives all claims for damage to persons and/or property sustained by a berthholder resulting from the movement of his/her vessel.

5. GENERAL PROHIBITED ACTIVITIES

Unauthorized berthing in the Harbor is prohibited.

No person shall bring into or berth within the Harbor any vessel of any kind whatsoever which is so unseaworthy or in such a badly deteriorated condition that it may cause damage to docks, floats or other vessels or which may become a menace to navigation. The Harbormaster shall determine the seaworthiness of the vessel.

No person may swim, bathe, or wade in any portion of the Harbor with the exception of entering the water to clean or maintain the bottom of a vessel.

Fishing, crabbing, and the cleaning of fish on the gangplanks, docks and floats is strictly prohibited within the Harbor. All fish caught outside the Harbor must be disposed of within twenty-four (24) hours from the time of catching. No person shall throw fish overboard at the dock or from a vessel within the Harbor.

Hot Work is strictly prohibited. Grills and other cooking equipment are prohibited on dock surfaces.

Spray painting is strictly prohibited.

Except for Transients, no person may live aboard any vessel berthed in the Harbor. This prohibition shall not prevent the use of vessels in the Harbor for eating and sleeping purposes for a period not to exceed three (3) calendar days in any one week period or a maximum total of seven (7) calendar days in any thirty (30) calendar day period, provided that the Owner give the Harbormaster prior notice.

The discharge of any sewage into the waters of the Harbor is prohibited. No person shall operate or berth in the Harbor any vessel equipped with a toilet unless such toilet is sealed or otherwise rendered inoperable or designed so that no human excreta can be discharged into the waters of the Harbor.

No person shall throw, discharge or deposit from any vessel or from the shore or float any refuse matter of any kind whatsoever into or upon the waters of the Harbor, or in, on or upon the banks, walls, sidewalks, or beaches of any waters within the boundaries of the Harbor area. All garbage, recycling and composting must be deposited in receptacles furnished by the Port for that purpose or removed from the Harbor area.

No person shall dump or discharge oil, spirits, inflammable liquid, or the contents of holding tanks, or contaminated bilge water into the Harbor.

Solicitation of patronage in the Harbor is prohibited. No person shall row, propel, navigate or maintain any boat or float in the Harbor for the purpose of advertising.

No person shall roller skate, skateboard, or ride motorcycles on the docks and gangways within the Harbor.

No person shall operate a commercial or business activity, including a hotel "Bed & Breakfast" "Air BnB" or similar facility or a charter service, unless the Port has first granted approval in writing through a lease or other agreement.

6. APPLICATION; LICENSE; BERTHING ASSIGNMENT

A. Owners are responsible for ensuring accurate and current information in the application and license process. The address for the Owner shown in the Statement of Ownership or License will be the legal point of contact for all official communications. Owner must notify the Harbormaster in writing immediately upon a change in address. Invoices, notices of violation, Wait List notifications about available berths and other information will be sent to this address by certified mail with a return receipt requested. Owner is required to provide an electronic mailing address as a secondary point of contact. It is the Owner's responsibility to ensure accuracy of records on file in a timely manner. The Port is not responsible for lost or misdirected mail due to incorrect information.

B. Berthing slips are classified by size. There are three classes of licenses in the Harbor:

(1). Berthing license for a term of five (5) years, which shall expire if not renewed in accordance with the terms of the License.

(2). Transient berthing license for a maximum term of up to fourteen (14) days.

(3) Temporary berthing license for a maximum term of up to six (6) months.

The Harbormaster may use vacant berths and other Harbor facilities with temporarily suspended Licenses for Transient and Temporary berth assignments. No more than thirty berths of the Harbor, excluding temporary suspensions, shall be used for Transient and Temporary berthing.

C. License Required. No person shall berth a vessel in the Harbor without having secured a License. Only an individual natural person who provides proof of ownership of the vessel on a Statement of Ownership form provided by the Harbormaster shall be eligible for a License. The Statement of Ownership shall name the spouse or registered domestic partner of an individual owner and multiple owners as detailed below. Unless otherwise allowed by the Harbormaster, each individual may only have one (1) License.

D. Requesting a License. Applications for berthing in the Harbor shall be made to the Harbormaster on a form furnished by the Harbormaster. Applications may be granted or denied in the Harbormaster's discretion.

E. Multiple Owners: Partnerships.

(1) No License will be issued in the name of a Partnership. A License for a vessel which is owned by a Partnership will be issued only to an individual natural person whose interest in the vessel (whether by virtue of an interest in the Partnership, ownership of stock of a corporation, or otherwise) is documented to the satisfaction of the Harbormaster. An application for a License for a vessel which is owned by a Partnership shall include a Statement of Ownership designating the preferred individual to be named on the License (subject to the Harbormaster's approval), list all other individual Owners with an interest in the vessel and must be signed by all persons listed on the Statement of Ownership. A copy of the Partnership agreement must be submitted with the Statement of Ownership. The individual named on the License should remain actively involved with the vessel, be the agent for the Partnership in all dealings with the Harbor, receive and pay all billings and sign all agreements on behalf of the Partnership. However, each Owner shall be jointly and severally liable to Port for all obligations and liabilities under a License. No more than three (3) individual natural persons can be listed on the Statement of Ownership (including the preferred Licensee).

Exception: A Partnership that can document that it has four (4) individual natural partners at the time these Rules and Regulations were first adopted may include the four (4) partners on a Statement of Ownership, but, if for any reason the fourth partner leaves the Partnership, he or she cannot be replaced and the Partnership will be limited to three (3) individuals.

(2) New bona fide partners may be added to the Statement of Ownership (up to 3 including the Licensee) with the prior consent of the Harbormaster and a copy of the Partnership agreement, provided that an original partner listed on the initial Statement of Ownership must remain one of the owners of the vessel. Once no original partners remain, the License will automatically terminate. This rule also applies to a License issued to a single individual as follows. If an individual on a License enters into a Partnership, he or she may add new bona fide partners to the Statement of Ownership (up to 3 including the Licensee) with the prior consent of the Harbormaster and a copy of the Partnership agreement, provided that the original individual on the License remains as one of the owners of the vessel. Once the original Licensee is no longer in the Partnership, the License will automatically terminate.

(3) Within thirty (30) days of notification by the Harbormaster, , any Partnership that has an existing license issued in the Partnerships' name must submit for approval by the Harbormaster a fully executed Statement of Ownership designating an individual natural person to be the Licensee consistent with these Rules and Regulations. Failure to comply will result in automatic termination of the existing license.

F. Changes to Statement of Ownership. A Licensee must notify the Harbormaster immediately of any change to the information provided in the Statement of Ownership. If the change results in a Transfer, the rules regarding Transfers in Section 7 will apply.

G. Only the vessel listed on the License shall be berthed in the space assigned by the Harbormaster. Only one vessel of any kind is allowed in any berth.

H. Owners must purchase a card key or key fob to obtain access to Harbor facilities.

7. **TRANSFER PROHIBITED**

A. Transfer of License Prohibited. A Licensee shall not Transfer a License or other right to use a berth in the Harbor except to the extent and on the terms and conditions provided in these Rules and Regulations. Any other purported Transfer shall have no force or effect and the License shall be automatically revoked as of the date of the purported Transfer without further notice or action by Port.

B. Exceptions. The following Transfers are permitted upon the express written consent of the Harbormaster and payment or waiver of the Transfer Fee. The Harbormaster will deny a Transfer of any License if the Licensee is not in good standing.

1. Spouse or Registered Domestic Partner. At least ten (10) days before any proposed Transfer under this Section, Licensee must provide notice to the Harbormaster and proof of marriage or proof of registered domestic partnership and any other information, documentation, or evidence that the Harbormaster requests to enable Port to evaluate the Transfer. The Transfer Fee is waived for such Transfers.

2. Death of a Licensee with a Spouse or Registered Domestic Partner at Time of Death. Not later than thirty (30) days after the date established on the death certificate as the date of death of the Licensee, the administrator or executor of the estate of the Licensee or the Licensee's surviving spouse or registered domestic partner shall notify the Harbormaster in writing of the death of the Licensee. The notification of the Harbormaster shall also state whether the spouse or legally registered domestic partner seeks Transfer of the License. Transfer of the License to the surviving spouse or registered domestic partner will be approved by the Harbormaster only if (a) the surviving spouse or registered domestic partner can satisfactorily demonstrate an equity ownership interest in the vessel, and (b) either proof of marriage or proof of registration of the domestic partnership to the Licensee at the time of the Licensee's death is provided to the Harbormaster. If notification is not received by the Harbormaster within the 30-day period, the License shall be deemed to be automatically terminated sixty (60) days after the date established on the death certificate as the date of death of the Licensee, and the surviving spouse, registered domestic partner or estate of the deceased Licensee shall remove the vessel from the Harbor on or before such date. The terms and conditions of the License will continue to apply, including the payment of Fees, until the vessel is removed from the Harbor

If Licensee's surviving spouse or registered domestic partner provides the required notice, but either (a) does not seek a Transfer or (b) seeks a Transfer but does not qualify for a Transfer, then the License shall automatically terminate sixty (60) days after the date established on the death certificate as the date of death of the Licensee and the surviving spouse or registered domestic partner shall have 60 days to remove the vessel from the Harbor. The terms and conditions of the License will continue to apply, including the payment of Fees, until the vessel is removed from the Harbor.

The Transfer Fee is waived for Transfers under this Section.

3. Transfer of License Between Partners in a Partnerships. A License may be Transferred to any one of the original individual partners listed in the initial Statement of Ownership on file with the Harbormaster, if requested by the existing Licensee, provided that Licensee provides at least thirty (30) days prior written notice to Port, provides any information, documentation, or evidence that Port requests to enable Port to evaluate the Transfer request and pays the Transfer Fee.

8. TERMINATION BY LICENSEE

A Licensee may terminate his or her License at any time by written notice to the Harbormaster at least fifteen (15) calendar days in advance of the effective date of the termination. Fees will continue to apply until the vessel leaves the Harbor.

9. RELEASE OF ASSIGNED BERTH

A Licensee shall notify the Harbormaster in writing of the exact date of vacation of an assigned berth at least fifteen (15) calendar days in advance of the effective date of release. Fees will continue to apply until the vessel leaves the Harbor.

10. ABSENCE FROM BERTH

A Licensee's absence from the assigned berth for a period of six (6) consecutive months shall result in automatic termination of a License, unless such absence was approved in advance in writing by the Harbormaster either due to a temporary suspension or otherwise in the Harbormaster's discretion.

11. WAIT LIST

The Harbormaster shall create and maintain a "Wait List" which shall govern the distribution of berths at the Harbor when an appropriate berth becomes available. Persons on the Wait List are subject to the same requirements as applicants under Section 6. There is one single Wait List that is divided into categories according to slip length. Berth assignments from the Wait List will be made by the Harbormaster as follows:

A. Assignment of Berths. Only individual natural persons can be on the Waitlist. All berth assignments will be based on seniority (defined as the earliest chronological application date) on the Wait List. An applicant may choose to pass up a berth assignment three (3) times if he/she wishes and retain his or her seniority on the Wait List.

B. Applying to the Wait List. An applicant to the Wait List is required to designate a maximum of two categories of berth sizes for which he or she seeks a License. A separate application is required for each berth size category.

C. Fees. Each Owner on the Wait List must pay an annual Fee in the amount shown on the Fee Schedule to remain on the Wait List. Failure to pay the Fees when due will result in removal from the Wait List. In addition, to remain on the Wait List, each Owner must annually renew its application by submitting an annual Statement of Ownership. Fees are non-refundable/non-transferable and they are not applicable to other Fees due upon issuance of a License.

D. Procedure for Berth Assignment from Wait List. As berths become available, the Harbormaster will offer the berth to the most senior person on the Wait List for that berth's size by certified mail to the applicant's address on file. Only the individual on the Wait List will be eligible for a berth (which may include that individual's partners in a partnership under the rule set forth in Section 7). The offer of a berth assignment must be accepted in writing to the Harbormaster within fifteen (15) days of the date the notice was mailed. If the applicant declines or if acceptance is not received within the 15-day period, the Harbormaster will offer the berth to the next most senior person on the Wait List within the berth size category and each applicant in turn until the berth is either accepted by an applicant or declined by all applicants for that berth size category.

E. Execution of Licensee. An applicant selected from the Wait List must execute a License and bring his or her vessel into the Harbor within thirty (30) calendar days of being assigned a berth. Once a License is executed, the applicant will be removed from the Waitlist. Failure to meet the requirements necessary to enter into a License or to bring the vessel into the Harbor as required by these Rules and

Regulations will be considered a declined offer and the Harbormaster will notify the next person on the Wait List.

12. FEES; TAXES

A. All charges and fees shall be payable in accordance with the Fee Schedule which may be updated by the Port Commission from time to time with at least thirty (30) days' prior notice

B. Berthing Fees shall be paid on or before the first day of each month without prior demand and without any deduction, setoff or counterclaim whatsoever. Except as provided below, if the Commencement Date of a License is not on the first day of the month, the berthing Fee will be prorated based on a 30-day month. A full month's berthing Fee is due for all or a portion of the final month of use; there shall be no prorating of the Fee for the final month.

C. Use of the Harbor may create a possessory interest subject to property taxation and an Owner may be subject to the payment of taxes levied on such interest. Owners shall pay all taxes levied against any possessory interest right or against a vessel. The assessment of a possessory interest tax on the use or occupancy of a berth on public property does not imply or confer property rights.

13. NON-PAYMENT OF FEES

A. No person shall remove or cause to be removed from the Harbor any vessel for which Fees are delinquent without paying in full all such delinquent Fees.

B. Berthing Fees are delinquent fifteen (15) calendar days after the due date. Three such delinquencies in a one (1) year period shall result in a Licensee becoming a "habitual late payer." In addition to other remedies for late payment, the Harbormaster may automatically terminate the License of any habitual late payer on the occasion of any subsequent delinquencies in payment of Fees.

C. If any check for a payment due to the Harbor is returned without payment for any reason, Owner shall pay, as an additional charge, a returned check Fee in the amount established in the Fee Schedule and the outstanding payment shall be subject to all other delinquency Fees.

D. Owners shall pay Port all costs and expenses reasonably incurred by Port including, but not limited to, attorney's fees in collecting sums due from Owners under these Rules and Regulations or in enforcing any terms of these Rules and Regulations.

14. MARITIME LIEN; SALE OF VESSEL

A. In accordance with the provisions of Division 3, Chapter 2, of the California Harbors and Navigation Code, the charges for berthing Fees, services rendered or supplies furnished in excess of Fifty Dollars (\$50.00) are liens upon a vessel, and when these are delinquent fifty (50) calendar days or more, an action may be brought against the Owner and/or Licensee to enforce payment of the lien by the Harbormaster, and the vessel with all its appurtenances and furnishings may be attached as security for the satisfaction of any judgment that may be recovered in the action. Unless the outstanding amounts due are satisfied, the Port may sell the vessel, all of its appurtenances and furnishings at public auction and apply the proceeds to the arrearage in accordance with the Harbors and Navigation Code.

B. The Harbormaster will use the following process to recover amounts due:

(1) The Harbormaster will provide ninety (90) days' notice to the Owner by certified mail (the "**Disposal Notice**"). If the Owner fails to pay all amounts due, and, if applicable, fails to remove his or her vessel from the Harbor, then the Harbormaster may sell the vessel at public auction at any time following the expiration of the 90-day period.

(2) Within thirty (30) days of serving a Disposal Notice, the Harbormaster will advertise his or her intention to dispose of the vessel at auction in two regional or national daily newspapers and shall fix a copy of the Disposal Notice to the superstructure of the vessel.

(3) The Harbormaster shall be entitled to deduct from the proceeds of the auction any outstanding debt and any costs, including reasonable management costs, necessarily incurred by the Harbor or the Harbormaster.

15. USE OF WATER AND ELECTRICITY

A. Fees. Charges for usage of water and electricity in usual and ordinary amounts are included in berthing Fees for the Harbor. Usage beyond such usual and ordinary amounts and excessive use of electricity for heating, cooling and other purposes is prohibited, unless authorized in advance by the Harbomaster and included in the Owner's Fees.

B. Vessel's Electrical Connections. Owners must ensure that his or her vessel's connection to the Harbor's electricity supply is properly and safely fitted and maintained, and that the electricity cables are disconnected from the supply point before being disconnected from the vessel.

C. Continuous Use of Water. Continuous use of water is prohibited except in the event of an emergency. The existence and nature of the emergency shall be reported immediately to the Harbormaster.

D. Water Hosepipes. Owners must ensure that water hosepipes are fitted with spring-loaded nozzles so that the water supply shuts off when the hose is unattended.

16. DOCK BOXES

A. No dock boxes other than the ones supplied by the Harbor will be allowed on docks. All dock boxes are subject to inspection by the Harbormaster. Dock boxes may be used to store miscellaneous boating equipment and cleaning supplies. The items listed in Schedule 2 are prohibited in dock boxes.

B. Owner shall keep the dock box locked at all times. Owner shall maintain the interior of the dock box in good condition, free of odoriferous and noxious materials, and shall keep the adjacent areas clean and free of litter and debris. The Harbormaster and his or her authorized agents shall have the right to inspect the dock boxes and their contents without notice at any time for hazardous conditions, safety concerns, and structural and engineering purposes or to determine whether Owner is complying with these Rules and Regulations.

17. VESSEL DOCUMENTATION

A. Every vessel entering the Harbor must be registered and numbered as required by the USCG or by the Laws of the State of California or the State in which it is registered.

B. An Owner of a vessel entering the Harbor shall provide all information relating to the vessel and the ownership thereof as may reasonably be required by the Harbormaster.

18. VESSEL TRAFFIC WITHIN THE HARBOR

A. All vessels approaching or within the Harbor must be operated in a safe and prudent manner and in no event shall the entrance to the Harbor be blocked.

B. The speed of any vessel within the Harbor shall not exceed five (5) miles per hour and shall create no wake.

C. No vessel shall be operated in the Harbor except for entering or leaving an assigned berth and necessary maneuvering in connection therewith.

19. COMPLIANCE WITH LAWS

All persons using the Harbor shall comply with all applicable Laws with regard to their activities and operations in the Harbor, including without limitation, all requirements relating to the Harbor and all laws regarding water safety and operation and maintenance of vessels.

20. MINORS ON DOCKS

No person under the age of sixteen (16) years of age may go, remain, or be upon any of the docks, gangways, floats or vessels in the Harbor, unless such person is accompanied by a responsible adult.

21. ACCIDENT REPORTS

An Owner must immediately provide the Harbormaster with a copy of any report of any accident or injury occurring in the Harbor.

22. UNNECESSARY DISTURBANCE

Owners are responsible for the conduct and actions of his/her crew and other Invitees. Owners shall not use or occupy the Harbor or permit or suffer Owner's Invitees to use or occupy the Harbor in a manner which might reasonably be expected to cause a nuisance or be offensive or objectionable to other occupants or users of the Harbor or interfere with the enjoyment of the Harbor by other patrons (i.e. loud music, noise, or language, threatening behavior, and/or odors) between the hours of 11:00 pm and 7:00 am.

23. INVITEES; CONTRACTORS

A. Invitees. Invitees must be accompanied by an Owner. Owners shall be responsible for the conduct and control of all Invitees.

B. Contractors. The Harbormaster may regulate entry into the Harbor by yacht brokers, contractors, and service personnel, and the Harbormaster may require written authorization from the Owner prior to allowing entry to such persons. All contractors and other service providers shall report to the Harbormaster's Office upon entering the Harbor and again before leaving. Contractors must provide evidence of liability insurance with a reputable insurer for a sum of not less than \$500,000 and worker's compensation coverage (if applicable). Evidence of coverage must be provided to the Harbormaster upon request. All contractors and other service providers are only allowed on Harbor property only during normal business hours.

C. The Harbormaster may take reasonable steps to ascertain that persons aboard any vessel are authorized by the Owner to be aboard.

24. GENERAL RULES AND OBLIGATIONS OF THE OWNER

A. Dangerous Conditions. Owners shall immediately notify the Harbormaster of any observed dangerous condition requiring attention by the Port.

B. Animals. All dogs must be leashed at all times in all public areas in the Harbor. Owners and Owner's Invitees are required to closely supervise their pets while in the Harbor, and particularly on the ramps, docks and fingers. Owners are required to pick up their pets' waste in the interest of public safety and sanitation. All pets are prohibited in the Harbor restrooms.

C. Clean & Green Harbor. Nothing from the vessel is allowed to go into the water. Owners must take reasonable measures to minimize the risk of water pollution, as follows:

1. Owners may not discharge any garbage, toilet effluent, dirty bilge water, or other pollutant;
2. Owners must ensure that the bilge contains a bilge oil and fuel absorber. Owner must dispose of used oil absorbents as hazardous waste in accordance with Laws.
3. Owners may not operate bilge pumps unless they are fitted with oil-absorbing pads in the bilge.

4. Owners must store all fuel, paint, chemicals, and other potential pollutants in a safe manner; review storage of paints and solvents every six (6) months; properly dispose of old unnecessary products; and not store more than two gallons of paint and solvents.

5. Owners must limit the amount of open solvents or paints on the docks to one (1) gallon; mix paints and epoxy over a tarp; use a drip pan or drop cloth; and not dispose of paint or solvents in the Harbor waste and recycling receptacles.

6. Owners must use only bio-degradable and phosphate-free cleaning materials.

7. Owners must dispose of compost, garbage and recycling in the designated places, or remove it from the Harbor.

8. Owners must discharge holding tanks only at the Harbor-designated places. The Harbor will make commercially reasonable efforts to provide temporary alternatives in the event that the designated place is out of service.

9. Owners may not use any dispersants to conceal oil or fuel spills.

D. Fire Prevention. Owners must take reasonable measures to minimize the risk of fire aboard Owner's vessel, including but not limited to the following:

1. Owners must store fuel, pyrotechnics, and other flammable materials in a safe manner.

2. Owners must ensure that gas supplies are turned off when not in use.

3. Owners must maintain adequate firefighting equipment aboard per USCG and/or State Laws.

25. MAINTENANCE AND CARE OF VESSEL; ANCHORING OF VESSELS

A. All vessels shall be berthed and secured with proper care and equipment and such berthing or equipment shall be maintained at all times in seaworthy condition as so determined by the Harbormaster. The Harbormaster may examine any vessel in the Harbor to determine compliance with the standards required by these Rules and Regulations.

B. Port assumes no responsibility or liability for the safe dockage or maintenance of any vessel. Owners shall be solely responsible for the proper operating condition of their vessel's equipment and for the size and condition of dock lines. Owners must maintain vessel in a safe and seaworthy condition to prevent hazards to other vessels in the Harbor, and to comply with the Rules and Regulations regarding vessel maintenance.

C. Owners shall be liable for damages caused to other vessels or to the Harbor's docks, pilings, plumbing, wiring and other equipment, machinery or facilities caused by Owner's operations or its vessel. This provision shall apply even in the event of a windstorm or other natural causes.

D. Owners must ensure that his/her vessel is secured in a seamanlike manner, with adequate lines and fenders to withstand all foreseeable weather and tidal conditions and the proximity of other vessels, and with separate lines for each function (e.g. bow, stern, springs and breast lines). The Harbormaster may dictate the kind of cleats, ropes, fenders, and other measures that must be used on vessels as a condition of use of the Harbor.

E. An Owner must maintain his or her vessel in a clean and tidy condition, and sufficiently seaworthy so that it can leave the berth and Harbor under its own power in all normal weather and sea conditions. Owners must maintain vessels in such a manner that they operate under their own power and can be removed quickly from the Harbor in the event of fire or other emergency.

F. Owners shall ensure that vessels comply with all statutory requirements and standards dictated by the USCG and the State of California, including registration with the applicable state or national authorities and the USCG, the display of valid registration numbers, and crew qualifications.

G. Berthing of a vessel the size of which is greater than that of the assigned berth is prohibited. Owners shall ensure that no part of the vessel (i.e. pulpit, anchor, davits, outboard engine, etc.) overhangs the pontoon, jetty or quay, or extends into the navigational fairways of the Harbor. Vessel length is measured from bow to stern, actual length as it sits in the berth. Vessel length shall not exceed the length of the finger pier. Small tenders and row boats are permitted to be moored, if kept by and for the use of the Owner and berthed within the limits of the assigned berth.

H. Owners must ensure that while in the Harbor, vessels are controlled by adequately trained and competent person(s) in a seamanlike manner, observing the speed limits, keeping wash to a minimum, and ensuring that no damage, inconvenience, or risk is caused to other persons and vessels, to nearby property or to the Harbor.

I. In the event that any vessel is not maintained or secured properly, the Harbormaster may supply lines and fittings, or may care for the vessel in such a manner as to prevent damage to the vessel, docks, or floats and/or other vessels at the Owner's expense.

J. If, in the opinion of the Harbormaster, a vessel is in danger of sinking, the Harbormaster may pump out the water from the vessel at the Owner's expense.

K. In the event a vessel is wrecked or sunk within the Harbor, it shall be the Owner's responsibility to mark its position and provide for the raising and disposition of such vessel and the Owner assumes all liability for damage to Harbor property or other vessels in the Harbor.

L. Only minor repairs and maintenance work is allowed while a vessel is in the Harbor; provided that all such work and all materials used in such work are kept within the confines of the vessel itself and the work is not carried on in any manner whatsoever upon floats, gangways or docks. The Harbormaster may order any work to cease if he or she determines that the work may cause a risk of damage, nuisance or a health and safety hazard.

26. HAZARDOUS OBSTRUCTIONS PROHIBITED: BOARDING PLATFORMS

A. Floats, gangways, top of dock boxes and the docks shall be kept clear at all times of skiffs, tenders, miscellaneous gear, debris or other hazardous obstructions.

B. Any condition aboard or around any vessel, float, or gang plank caused by the Owner, which, in the opinion of the Harbormaster constitutes a fire hazard, public health nuisance or danger to public safety shall be corrected or removed immediately to the satisfaction of the Harbormaster. In the event of the refusal or neglect of the Owner to remedy the condition, the Harbormaster will correct or remove the hazard at the Owner's expense.

C. Boarding platforms or ladders on floats are permitted, subject to the prior approval of the Harbormaster, provided that any platform used for boarding shall not be over eighteen (18) inches in width and not over three (3) feet high, shall be of lightweight construction and shall not exceed the size of the slip by more than one (1) foot. The boarding platform shall not be used for storage.

D. No person shall build or place in or about the Harbor, any structures, including without limitations walkways, gangplanks, finger floats, rubbing piles or dock boxes. No modifications of dock structures are permitted at any time, without exceptions. This includes flotation systems, containment basins under vessels, fenders, antennas and any other additions.

27. SIGNS. Owners shall not place, construct or maintain any signage, awning or other exterior decoration or notices on vessels, piles, gangplanks or floats or elsewhere in the Harbor without the Harbormaster's prior written consent. Any sign that Owner is permitted to place, construct or maintain shall comply with all Laws relating thereto, including but not limited to Port's Sign Guidelines, as revised by Port from time to time, and applicable permit requirements.

28. VEHICLE PARKING

A. Vehicle parking is prohibited except in a marked space or drop off zone or in accordance with a parking permit issued by the Harbormaster under these Rules and Regulations.

B. The Harbormaster may issue parking permits to Owners or other authorized persons using the Harbor to park in designated parking areas while they are at the Harbor under the following conditions:

(1) Upon application by a Licensee on a form designated by the Harbormaster, the Harbormaster may issue one (1) free parking permit per License in the name of the Licensee or a vessel co-owner or spouse or registered domestic partner listed on the Statement of Ownership for use with a vehicle registered in that person's name or one (1) free annual parking permit placard for use with multiple vehicles owned by persons eligible for a parking permit as specified above; provided that each vehicle that uses the placard is registered with the Harbormaster and identified on the placard. The Harbormaster may issue a second annual parking permit or placard to the persons specified above for a fee specified in the Port adopted Fee Schedule paid in advance.

(2) Parking permits must be renewed annually on a schedule and in the manner directed by the Harbormaster.

C. The Harbormaster may issue temporary or daily parking permits to Licensee's Invitees upon application by a Licensee on a form designated by the Harbormaster for such limited time periods as determined by the Harbormaster based on his or her assessment of available space. The Fee for temporary permits are specified in the Port-adopted Fee Schedule.

D. Parking permits are non-transferable.

E. Permits issued to a single vehicle are to be affixed to the left side of the rear bumper. Parking placards for multiple vehicles must be placed on the front dashboard and must be clearly visible from outside the vehicle.

F. Vehicles parked in designated parking areas without valid permits or otherwise in violation of these Rules and Regulations will be subject to citations and fines, towing, revocation of the parking permit and/or loss of future parking privileges. All charges and fines will be the responsibility of the vehicle owner.

G. If deemed necessary by the Harbormaster, the Harbormaster may restrict or limit the use of parking areas on a temporary or permanent basis.

H. A parking permit does not create a bailment of a vehicle. City, Port and the Harbor are not responsible for the safekeeping of vehicles and shall not have any liability for theft or damage to any vehicle in the parking areas.

I. No trailer, caravan or commercial vehicle may be parked at the Harbor.

29. NOTICES

A. Payment of Fees and Notice to Port. Except as otherwise expressly provided, all Fees due and all notices required or permitted by Law, a License or these Rules and Regulations to be made to the Harbor or to Port must be in writing and be delivered by: (a) hand delivery; (b) first class United States

mail, postage prepaid; or (c) overnight delivery by a nationally recognized courier or the United State Postal Service, delivery charges prepaid.

Port of San Francisco
South Beach Harbor
Pier 40A Harbormaster's Office
San Francisco, California 94111
Attention: Harbormaster

Telephone: (415) 495-4911
Facsimile: (415) 512-1351

B. Notice by Port. Unless a different method is specified in these Rules and Regulations or in a License or by Laws, all notices required to be given by Port or the Harbormaster shall be considered given by depositing the same in the United States mail, postage prepaid, and addressed to Licensee at the last given mailing address on file with the Harbormaster.

C. Receipt of Notice. All notices under these Rules and Regulations or a License shall be deemed to be duly delivered: (a) if delivered, on the date personal delivery actually occurs; (b) if mailed, on the business day following the business day deposited in the United States mail or, if mailed return receipt requested, on the date of delivery or on which delivery is refused as shown on the return receipt; or (c) if by overnight delivery, the business day after the business day deposited for overnight delivery.

D. Notices may not be given by facsimile or electronic mail, but either party may deliver a courtesy copy of a notice by facsimile or electronic mail may be delivered.

Schedule 1
Fee Schedule

DRAFT

Schedule 2
Prohibited Items

I) US DOT Hazardous Materials

II) Common household materials that are prohibited include:

- A. COMBUSTIBLE LIQUIDS:
 - Rubbing Alcohol
 - Lubricants (Motor Oils)
 - Anti-Freeze Compounds
- B. CORROSIVES
 - Acids
 - Drain Cleaner
 - Photographic Acids used in developing film
 - Bleach
 - Batteries (wet or dry)
 - Water Purifying agents used in swimming pools
- C. EXPLOSIVES
 - Fireworks
 - Small Arms Ammunition
 - Flash Bulbs
- D. FLAMMABLES
 - Lighter Fluid
 - Matches
 - Wood Oil Stains
 - Petrol-Chemical Based Garden Sprays
 - Paint or Varnish
 - Paint or Varnish Removers
 - Butane / Propane / Gasoline (garden equipment)
 - Signal Flares
 - Charcoal Briquettes
 - Other Fuels / Oils / Lubricants / Antifreeze
- E. COMPRESSED GASSES
 - Aerosol cans
 - Fire extinguishers
 - Scuba diving tanks
- F. OTHER MATERIALS
 - Live plants and animals
 - Perishable goods or materials
 - Pharmaceuticals / Controlled Substances

SOUTH BEACH HARBOR RULES AND REGULATIONS

Section 1 - DEFINITIONS

Whenever any of the words hereinafter defined are used in these Rules and Regulations, they shall mean the following:

"The Agency" shall mean the Redevelopment Agency of the City and County of San Francisco.

"The Harbor" shall mean the boat berthing facilities built and operated by the Agency easterly of the Embarcadero between Pier 40 and China Basin, also known as South Beach Harbor.

"Harbor Master" shall mean the Harbor Master of the South Beach Harbor.

"License" shall mean the Exclusive License To Use Berthing Space between the Agency and an Owner.

"Owner" shall mean an individual to whom a berth has been assigned in the Harbor pursuant to a License or a Temporary License.

"Temporary License" shall mean an exclusive license to use berthing space in the Harbor for a period of less than thirty (30) days.

"Waiting List" shall mean the list maintained by the Harbor Master of Owners who have applied for Licenses in the Harbor. Except as may result from the circumstances set forth in Section 3.E.2. hereof, the Waiting List shall rank Owners in the chronological order of receipt of their respective applications. Upon execution of a License, an Owner shall be removed from the Waiting List.

Section 2 – HARBOR MASTER: AUTHORITY

The Harbor Master, acting under the orders and supervision of the Executive Director of the Agency, shall have full authority in the interpretation and enforcement of all Rules and Regulations pertaining to the Harbor, and all orders given by him in the performance of his duties must be obeyed. Every boat entering the Harbor shall immediately become subject to the authority and direction of the Harbor Master.

Section 3 - MOORING

No boat shall be permitted to occupy berthing space in the Harbor other than pursuant to a License or to a Temporary License.

Applications for both Licenses and Temporary Licenses in the Harbor shall be made to the Harbor Master on the forms furnished by the Harbor Master. Within the areas in the Harbor set aside for each type of license, berth assignments will be made in the order in which an Owner appears on the Waiting List, based on the availability of berths for size of the boat to be accommodated. Each boat shall be berthed in the space assigned of berths by the Harbor Master pursuant to the applicable License or Temporary License. No exchanges of berths between Owners will be permitted without the prior written approval of the Harbor Master.

D. Except as set forth in Subsection (1), below, a License may only be granted and subsequently renewed to an Owner who can provide evidence satisfactory to the Harbor Master that he or she is the legal owner of the boat that is sought to be berthed in the Harbor. Licenses are not transferable upon any sale, exchange or other transfer of any interest in a boat berthed in the Harbor, and any such sale, exchange or other transfer of any interest in a boat berthed in the Harbor pursuant to a license must be reported to the Harbor Master within 30 days of such conveyance.

Licenses, in an aggregate amount not to exceed 15 in effect in the Harbor at any one time, may be granted to bona fide ship brokers who can provide evidence satisfactory to the Harbor Master that they have the legal right to possession of each boat that they seek to berth in the Harbor.

E. The sale of a boat berthed in the Harbor pursuant to a License shall result in that boat being removed from the assigned berth. The Owner may choose to terminate the License in accordance with its terms. In lieu thereof the following shall apply:

The Owner may, with the written permission of the Harbor Master, retain the assigned berth for another boat owned by the Owner provided that such boat is within the size classification of the assigned berth; or 2. If the Owner owns another boat which he or she desires to berth in the Harbor which is not within the size classification of the assigned berth, and if there is berthing space then available in the Harbor for boats of the space classification of such other boat, the Harbor Master shall agree to an amendment of the applicable License to substitute the new berth and the other boat at the appropriate monthly license fee. If there is not berthing space then available in the Harbor for boats of the size classification of the other boat, the Owner may terminate his or her License in accordance with its terms; and, upon the effective date of such termination and at the request of such Owner, the Harbor Master shall place the Owner in a priority position on the Waiting List; or

3. Subject to the provisions of Subsection G., below, and to the Owner's performance of all terms and conditions of the License, including the timely payment of the monthly license fee, the Owner may leave the assigned berth vacant.

4. Under no circumstances is the Owner's license transferable to the purchaser(s) of the Owner's boat.

F. An Owner who desires to temporarily vacate a berth he or she is using pursuant to a License for a period of six (6) months or less, may, subject to the prior written approval of the Harbor Master and upon such conditions as the Harbor Master may deem appropriate in the circumstances, allow said berth to be used by another person for the mooring of a boat within the size classification of the berth. The Owner's License shall continue in full force and effect and the Owner shall continue to be fully responsible for performance of all of the terms and conditions thereof. At the expiration of the approved temporary period of use of the assigned berth by the other person, the Owner shall immediately cause the other boat to be removed from the Harbor. The License of any Owner who fails to strictly comply with the provisions of this Subsection F. shall be terminated.

G. Unless such absence is approved in advance in writing by the Harbor Master, the License of an Owner who occupies his or her assigned berth with his or her own boat for an aggregate of less than six (6) months in any twelve (12) month period shall not be renewed.

H. The Harbor Master shall have the authority to remove from, or relocate within the Harbor, any boat berthed therein if such removal or relocation is required for the safety or protection of persons or property.

I. Notwithstanding any other provision of these Rules and Regulations, mooring of a boat which is of a greater size than the size classification of the applicable berth shall not be permitted. The Harbor Master is authorized to remove and/or secure any boat in the Harbor which is berthed in violation of these Rules and Regulations.

Section 4 - **MOORING CHARGES**

A. Charges for all berths shall be in accordance with the schedule of license fees adopted by the Agency.

B. The first month's license fee plus a security, deposit equal to one month's license fee shall be paid upon assignment of a berth pursuant to a License. At the time of termination of the License and the vacation of the assigned berth, such deposit shall be applied against any unpaid license fee or other charges owing to the Agency and the balance of the deposit shall be refunded to the Owner.

C. All fees for use of berthing space pursuant to a License are due and payable monthly in advance on the first day of each month.

D. The timeliness of an Owner's payment of monthly license fees pursuant to a License shall be considered by the Harbor Master in determining whether or not to renew a License.

E. The full amount of the applicable license fee shall be paid upon assignment of a berth pursuant to a Temporary License. The vacation of a berth occupied pursuant to a Temporary License prior to the expiration of the term set forth therein shall not entitle the person paying the fee to any rebate or refund.

Section 5 -- **NON-PAYMENT OF CHARGES**

A. No person shall remove or cause to be removed from the Harbor any boat in regard to which license fees or any other proper charges are delinquent, without paying all such delinquent charges.

B. The Agency and the Harbor Master are authorized to do all things necessary to prevent the unauthorized removal of a boat to avoid payment of license fees or other charges, including moving, securing or otherwise fastening the vessel.

C. In accordance with the provisions of Division 3, Chapter 2, of the Harbors and Navigation Code of the State of California, license fees or other charges for service are liens upon a boat. When these are delinquent, an action may be brought against the Owner to enforce payment of the lien by the Agency, and the boat with all its appurtenances and furnishings may be attached as security for the satisfaction of any judgment that may be recovered in the action.

If the attachment is not discharged, a judgment is recovered, and an execution is issued thereon, the vessel and all of its appurtenances and furnishings shall be sold at public auction and the proceeds applied in accordance with the above provisions of the Harbors and Navigation Code.

Section 6 -- VACATION OF ASSIGNED FACILITIES

The Harbor Master shall be notified in writing of the exact date of vacation of a berth assigned pursuant to a License or to a Temporary License, and such vacation shall be in accordance with the terms of said License or Temporary License.

Section 7 -- DISPOSING OF REFUSE

A. No person shall throw, discharge or deposit from any vessel or from the shore or float or otherwise any refuse matter of any kind whatsoever into or upon the waters of the Harbor, or in, on or upon the banks, walls, or walkways of any waters within the boundaries of the Harbor or in adjacent areas.

B. No person shall dump or discharge oil, spirits, inflammable liquid or contaminated bilge water into the Harbor.

C. All garbage must be deposited in receptacles furnished for that purpose, or removed from the Harbor area.

Section 8 -- HAZARDOUS OBSTRUCTIONS PROHIBITED: BOARDING PLATFORMS

Floats, gangways, top of lockers and docks shall be kept clear at all times, of skiffs, tenders, miscellaneous gear, debris or other hazardous obstructions.

Any condition aboard or around any boat, float, or gang plank caused by the Owner, which, in the opinion of the Harbor Master constitutes a fire hazard, health menace, or danger to public safety, shall be corrected or removed immediately to the satisfaction of the Harbor Master. In the event of the refusal or neglect of the Owner to remedy forthwith the aforesaid condition when reported to him or her, the Harbor Master may do so at the expense of said Owner.

Boating platforms or ladders on floats shall be permitted, subject to the approval of the Harbor Master, provided that any platform used for boarding shall not be over eighteen (18) inches in width and three (3) feet high, and shall be of lightweight construction. The platform shall not be used as a storage locker.

D. No person shall build or place in or about the Harbor, any structures, such as walkways, gangplanks, finger floats, rubbing piles, dock boxes, etc. without prior written approval of the Harbor Master.

E. No Dock Boxes (Gear Lockers) are permitted other than those supplied by the Agency.

Section 9 -- USE OF WATER AND ELECTRICITY

A. Charges for water and electricity under normal usage are included in license fees.

B. Continuous use of water for siphoning is prohibited.

C. Excessive use of electricity for heating, cooling, and other purposes is prohibited. If the Harbor Master is of the opinion that there is excessive use of electricity by a berthholder, he may attach a meter to the outlet for measuring actual consumption. Electrical consumption in excess of the then current average usage as determined by the Harbor Master shall be charged to the Owner.

Section 10 -- MAINTENANCE OF FACILITIES

Repairs to and maintenance of a boat may be made or accomplished while such boat is at its berth, provided all such work is done within the confines of the boat itself and is not carried on in any manner whatsoever upon floats, gangways or docks. All materials used in such repair or maintenance work must also be kept within the confines of the boat and may not be kept upon floats, gangways or docks. Spray painting is not permitted in the Harbor.

Section 11 -- **EMERGENCY PUMPING**

If, in the opinion of the Harbor Master, a boat is in danger of sinking due to the accumulation of water in it, he may pump out water from the boat and the cost of this emergency service shall be charged to the Owner.

Section 12 -- **UNNECESSARY DISTURBANCE**

A. Outboard motors attached to any boats must be equipped with U.S. Coast Guard approved mufflers.

B. The Owner of a boat is responsible for the conduct and action of its crew and guests and unnecessary noise, loud talking, playing of musical instruments and loud television, radio or stereo is prohibited from 11:00 P.M. to 7:00 A.M. Violation of this rule shall be a breach of the applicable License or Temporary License.

Section 13 -- **VESSEL TRAFFIC WITHIN THE HARBOR**

A. All boats approaching or within the Harbor must be operated in a safe and prudent manner and in no event shall the entrance to the Harbor be blocked by general boating activities or fishing.

B. The speed of any boat within the Harbor shall not exceed five (5) knots, except under emergency conditions.

C. The Harbor shall not be used for the movement of any boats except for the purpose of entering or leaving a berth and necessary maneuvering in connection therewith.

Section 14 -- **SWIMMING IN HARBOR PROHIBITED**

It shall be unlawful for any person to swim, bathe, or wade in any portion of the Harbor; provided, however, this section shall not prevent an Owner from working on his boat under water.

Section 15 -- **LODGINGS**

It shall be unlawful for any person to reside on any boat berthed in the Harbor. This prohibition against residing on boats shall not prevent the use of boats in the harbor for eating and sleeping purposes for a period not to exceed seventy-two (72) hours in any seven-day period provided, however, that the Owner shall so notify the Harbor Master in advance in writing. Such use shall be subject to the requirements and limitations of Section 16 following.

Section 16 -- **SEWAGE AND SANITARY FACILITIES**

It shall be unlawful for any person to discharge sewage in the waters of the Harbor.

No person shall operate or berth in the Harbor or berth in the Harbor any boat equipped with a toilet unless such toilet is sealed or otherwise rendered inoperable or designed so that no human excreta can be discharged into the waters of the Harbor.

Section 17 -- **MINORS IN HARBOR**

It shall be unlawful for any person under the age of sixteen (16) years to go, remain, or be upon any of the gangways, floats or boat in the Harbor, unless such person is accompanied by an adult, or unless such person has the written permission of the Owner of any boat located at the Harbor to go upon such boat.

Section 18 -- **FISHING IN HARBOR PROHIBITED**

Fishing and crabbing and cleaning of fish on gangplanks, boats and floats is prohibited within the Harbor. All fish caught outside the Harbor must be disposed of within twenty four (24) hours from the time of catching. No person shall throw fish overboard at the dock or from a boat.

Section 19 -- **DAMAGE TO PROPERTY**

The Owner of a boat assumes all liability for loss and damage to his or her property of any kind while it is within the limits of the boundary of the Harbor. The Agency assumes no risk or liability on account of fire, theft, acts of God, or damage of any nature to boat or its contents.

Section 20 -- **SOLICITATION, ADVERTISING, AND SIGNS**

Solicitation of patronage in the Harbor, without a permit from the Harbor Master, is prohibited.

No person shall row, propel, navigate or maintain any boat or float in the Harbor for the purpose of advertising, without first having received a permit from the Harbor Master for such purposes.

C. No signs of any kind or description shall be posted on piles, gangplanks or floats without receiving prior approval from the Harbor Master.

D. No sign advertising commercial use of a boat shall be displayed on any boat, float, dock or other structure. Properly licensed commercial boats operating from the Harbor may have the boat's name and telephone number displayed on the boat in an area no larger than fourteen inches by thirty-six inches in two locations.

E. Other signs, such as "for sale" signs, on privately owned boats may not exceed three square feet.

Section 21 -- **MAINTENANCE AND CARE IN BERTHING, ANCHORING OR MOORING BOATS**

A. All boats shall be berthed and secured with proper care and equipment, and such berthing or equipment shall be maintained at all times in such condition as to meet with the approval of the Harbor Master.

B. In the event that boats are not so maintained, the Harbor Master may supply lines and fittings, or replace inadequate lines and fittings, or may care for the boat in such a manner as to prevent damages to it or docks. A charge for this service and for any lines, fittings and materials supplied shall be made, and payment shall be made at the end of each month. Any lines, fittings and materials used and supplied by the Harbor Master to protect boats are not returnable.

C. No person shall bring into, moor or berth within the Harbor any boat of any kind whatsoever which is so unseaworthy or in such badly deteriorated condition that it may cause damage to docks, floats or other boats or which may become a menace to navigation, except in cases of extreme emergency in which case the Owner will be liable for any damages caused by such boat.

The Harbor Master shall be the sole judge as to the condition of the boat, for the purposes of this section.

D. In the event a boat or other craft is wrecked or sunk within the Harbor, it shall be the owner's responsibility to mark its position and provide for the raising and disposition of such boat or craft and assume all liability for damage to Agency property or other boats in the Harbor.

E. Small tenders and row boats are permitted to be moored, if kept by and for the use of the Owner and berthed within the limits of the berth assigned pursuant to a License or Temporary License.

Section 22 -- **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS**

All persons using the Harbor shall comply with all rules and regulations adopted by the United States of America, State of California, and local agencies with regard to water safety requirements, land operation and maintenance of boats. The Harbor Master is authorized to enforce all said rules and regulations and to deny use of the facilities at the Harbor for violation of said rules and regulations.

Section 23 -- **VIOLATION OF RULES AND REGULATIONS**

- A. An applicant for a berth assignment agrees by his/her signature on the application form, to comply with these Rules and Regulations.
- B. The Harbor Master shall have the right to deny the use of the Harbor and to terminate the License or Temporary License and require removal of any boat of any Owner, who in the opinion of the Harbor Master, fails to comply with the Rules and Regulations for the operation of the Harbor.

Section 24 -- **REGISTRATION AND NUMBERING: FURNISHING INFORMATION TO THE HARBOR MASTER**

- A. Every undocumented vessel entering the Harbor must be registered and numbered as provided by the laws of the State of California.
- B. The owners of vessels entering the Harbor shall furnish all information relating to the vessel and the ownership thereof as may reasonably be required by the Harbor Master.

Section 25 -- **ACCIDENT REPORTS**

A duplicate copy of any report of any accident occurring in the Harbor involving any one or more boats shall immediately be filed with the Harbor Master.

Section 26 -- **PETS**

- A. Dogs and other pets must be leashed or otherwise controlled while on docks, floats or other public areas.
- B. Pet owners must remove their pet's excrement from docks, floats or other public areas.

Section 27 - **PARKING REGULATIONS**

- A. Parking permits will be issued to Owners or other authorized persons to park in designated parking areas while they are at the Harbor or using their boat during the term of the License.
- B. Upon application of the Owner, up to two permits may be issued per License. A permit may be issued to the Owner, a co-owner or the spouse of either for use with a vehicle registered in that person's name. A permit may also be issued for use with multiple vehicles owned by such persons provided that the vehicles are all registered with the Harbor Master and identified on the permit.
- C. Temporary permits may be issued to contractors, workers, guests, crew or visitors of Owner for limited time periods contingent upon the Harbor Master's assessment of space availability.
- D. Replacement permits will be issued when, in the opinion of the Harbor Master, a good and valid reason exists. The previous permit will be invalidated when a replacement permit is issued.
- E. Permits registered to a single vehicle are to be affixed to the left side of the rear bumper. Multiple vehicle permits are placards provided by the Harbor Master on which all vehicles registered under that permit are listed. The placard must be clearly visible from outside the vehicle and placed on the front dashboard.
- F. Vehicles parked in designated parking areas without valid permits or otherwise in violation of these regulations will be subject to parking violation citation and/or removal of the vehicle and any charges or fines will be the responsibility of the vehicle owner.

The Harbor Master may limit the use of designated parking areas further if it is deemed necessary and may invalidate any permit upon the failure of the permittee to comply with these regulations.

- H. Neither South Beach Harbor nor the Agency assume any responsibility for the safekeeping of vehicles, or any liability for theft or damage by third persons, by virtue of these parking regulations.

Section 28 -- **COMMERCIAL CHARTER AND TOUR VESSELS**

Definitions: Operator means the business operator holding a Commercial License to do business at South Beach Harbor

A. Reservations must be made in advance at the Harbor Office for specific vessel arrival and departure times. Reservations will be confirmed or denied at the time they are requested on a first come, first served basis and depending upon space available for the type of vessel being requested.

B. Charters, parties, seminars, meetings, receptions, or other events are not permitted at dock-side.

C. The vessel must be scheduled to arrive in the Harbor as soon before scheduled boarding as is practical and be scheduled to depart as soon after an expeditious boarding process can be completed. The same is required for debarking.

D. Vessels must arrive no sooner than 30 minutes prior to a reserved arrival time and depart no later than 30 minutes after a reserved departure time.

E. Vessels will not be permitted to arrive after 2400 hours.

F. Depending upon space being available, vessels arriving at the Harbor without advanced reservations may be accommodated or turned away at the discretion of the Harbormaster.

G. A vessel may tie up only in the berth or space designated by the Harbormaster.

H. Vessels must tie up at least 15 feet away from the waste pump-out stations except during a period in which that vessel is pumping waste, unless otherwise directed by the Harbormaster.

I. Service of alcoholic beverages is not permitted while the vessel is in the Harbor basin.

J. Public address or other sound amplification systems may not be used inside the Harbor basin except for purposes of announcements made by the vessel's crew pertaining to passenger safety.

K. The Operator's employees are responsible for the marshalling necessary to assist passengers embarking and debarking in a safe, orderly, and expeditious manner including their passage between the vessel and the shore.

L. The Operator is responsible to inform the vessel's crew and its other representatives dealing with the public about current shoreside parking regulations at the Harbor and communicate these in timely fashion to all passengers.

M. Passengers must be boarded and debarked without any delay for checking manifests, collecting fees, selling or distributing merchandise, taking photographs or other procedures which cause congestion on the floating piers.

N. Any trash or refuse taken off the vessel must be placed in one of the multi-cubic yard dumpsters available on shore. Nothing pertaining to the vessel or its equipment or anything taken off the vessel may be left at the Harbor upon the vessel's departure.

Notwithstanding Operator's compliance with any or all of the above Rules, any Operator business practices or negligence which lead to numerous and widespread customer complaints or violation of safety and business practice regulations governing the Operator's business may be cause for a finding by the Harbormaster that the Operator's business practices and/or negligence reflects negatively on South Beach Harbor and is just cause for termination of Operator's Commercial License to use the Harbor.

Rules and Regulations

**South Beach Harbor
Port of San Francisco
TEMPORARY BERTHING LICENSE AGREEMENT**

ACCOUNT NO. _____

PLEASE PRINT

Owner/Licensee	Boat Name	No. CF/USCG Documentation
Residence Address	Length Beam	Draft
Home Phone	Hull Material	Power Sail
Email address	Color: Hull	Radio Call
Business Address Business Phone	Gas Diesel	Owner's Auto Lic. No.
Partnership Name (if any)	Insurance Carrier	Parking Permit (if any)
Emergency Contact Name, Address and Phone	Insurance Agent Name, Address and Phone	

Commencement Date: _____

Expiration Date: _____

Initial berth assignment _____

This license agreement ("License") is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), operating by and through the SAN FRANCISCO PORT COMMISSION ("Port"), as licensor and the individual named as the "Owner" above as Licensee ("Licensee").

Terms not defined herein have the meaning provided in the South Beach Harbor Rules and Regulations ("Rules and Regulations") attached hereto as *Exhibit A*.

TERMS AND CONDITIONS

1. GRANT OF LICENSE; TERMINATION. In consideration of the terms and conditions stated in this License, Port hereby grants permission to Licensee to berth the vessel listed above at the initial berth location indicated or another berth location directed by the Harbormaster for a maximum period of up to six (6) months. In connection with the berthing activity allowed under this License, Licensee may also apply for a permit to park a vehicle in a designated parking area

at the Harbor. If the Harbormaster issues a parking permit to Licensee such use is subject to all the terms and conditions of this License. All uses are subject to the attached Rules and Regulations and as further directed and authorized by the Harbormaster. This License is a revocable, personal, non-assignable, and non-possessory privilege to enter and use the Harbor for the permitted activities only on a temporary basis that commences on the Commencement Date and expires on the Expiration Date specified above ("**Term**") unless sooner terminated or extended pursuant to the terms of this License.

This License is personal to Licensee and any attempt to Transfer this License without Port's prior express written consent shall render this License void. See Section xx of the Rules and Regulations.

Licensee agrees for itself and its Invitees to comply with the Rules and Regulations which are hereby incorporated, and any amendment thereto. Licensee agrees that Port's exercise of its rights regarding the Harbor and other Port property in the vicinity of the Harbor will not entitle Licensee to any abatement or diminution of Fees.

Without limiting any of Port's rights hereunder, Licensee agrees and acknowledges that Port may, in its sole and absolute discretion, revoke or terminate this License at any time prior to the Expiration Date, without cause and without obligation to pay any consideration to Licensee. If the vessel must be moved to another berth in the Harbor during the Term, the Harbormaster will use reasonable efforts to provide fourteen (14) calendar days' notice to Licensee.

If Licensee is an owner of a vessel owned by a Partnership, Licensee agrees that it is agent of the other partners, has the authority to bind the other partners and that each owner of the vessel shall be jointly and severally liable to Port for all obligations and liabilities under this License.

2. TERM. This License shall commence on the Commencement Date shown above and shall expire at **11:00 a.m.** on the Expiration Date unless renewed by the Harbormaster in his or her sole discretion (for up to a maximum of six (6) months at any berth in the Harbor). Renewals are conditioned upon Owner's advance payment of Fees.

3. FEES. Licensee agrees to pay to Port the Fees set forth in the Rules and Regulations and the Fee Schedule as applicable to Licensee's activities.

Berthing Fees are due in advance on the first day of each calendar month. Fees are delinquent if not received on the 15th day of each month. s.

Parking Fees are due in advance upon issuance of a parking permit. Other Fees shall be due in accordance with the Fee Schedule.

Licensee acknowledges that late payment will cause Port increased costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Accordingly, if Licensee fails to pay Fees on the date due, such failure shall be subject to a ten percent (10%) late charge. Without limiting any of its rights, Port may increase any Fee from time to time by adopting a new Fee Schedule for the Harbor. All sums payable by Licensee to Port hereunder shall be paid in cash or by good check to the Port and delivered to Port's address specified in Section xxx of the Rules and Regulations or such other place as Port may designate in writing.

4. SECURITY DEPOSIT. Prior to the Commencement Date, Licensee shall provide to Port a security deposit in an amount equal to one month's berthing Fee as security for Licensee's faithful performance of its obligations under this License. Licensee agrees that Port may apply the security deposit to (a) pay any sum due to Port under this License, (b) compensate Port for any damage to the Harbor caused by Licensee or its Invitees, or (c) cure any default or failure to comply by Licensee. If Port uses any portion of the security deposit, Licensee shall replenish the security deposit to the original amount within twenty-four (24) hours of Port's notice of the amount due. Port's obligation with respect to the security deposit is solely that of debtor and not trustee. Licensee shall not be entitled to any interest on such security deposit and Port shall not be required to keep the security deposit separate from its general funds. Nothing contained in

this section shall in any way diminish or be construed as waiving any of Port's remedies under this License or provided by law or equity.

Licensee waives the provisions of California Civil Code Section 1950.7 and/or any successor statute, and expressly agrees that Port may apply the security deposit in payment of sums reasonably necessary to compensate Port for other loss or damage, foreseeable or unforeseeable, caused by an act or omission of Licensee or any Invitee of Licensee, and that following a default by Licensee, the security deposit may be retained by Port and applied to future damages pending determination of the same. If Licensee is not in default at the expiration or termination of this License, Port shall return the unused balance of the security deposit to Licensee after Licensee vacates the Harbor.

5. FAILURE TO USE VESSEL. Licensee must take his or her vessel out of the Harbor at least five (5) times in any six (6) month period.

6. MARITIME LIEN. In accordance with Division 3, Chapter 2 (§490 et. seq.) of the California Harbors and Navigation Code, outstanding charges for berthing Fees or other harbor services constitute a lien upon a vessel. Port may foreclose its maritime lien, including selling the vessel at a public auction in accordance with the provisions of the Rules and Regulations or as otherwise provided by Law.

7. NO BAILMENT. This License is for use of assigned dockage space and associated Harbor facilities including designated parking areas if permitted under a parking permit. This License does not create a bailment of the vessel its equipment or personal effects or of any vehicle. If at any time keys are left with the Harbor Office for the convenience of Licensee, Licensee agrees that such will not constitute the assumption of a bailee relationship by Port.

8. COMPLIANCE WITH LAWS. Licensee shall comply with all Laws relating to or affecting the condition and use of its vessel and the Harbor. Licensee shall comply with the City Requirements listed in *Exhibit B*, which are hereby incorporated, to the extent that such ordinances are applicable. Licensee understands and agrees that its failure to comply with such City Requirements shall be a material breach of this License and may give rise to penalties under the applicable ordinance.

9. CONDITION OF BERTH AND FACILITIES. Licensee acknowledges that Licensee has inspected the assigned berth space and is satisfied that such facilities are adequate for the safe and secure dockage of Licensee's vessel and use. Licensee shall immediately notify the Harbormaster of any observed dangerous condition requiring attention by the Port. Licensee shall not alter docks, pilings or any Harbor facilities. There is no warranty of any kind as to the condition of the berths, floats, dock boxes, Lockers, walks, gangways, ramps or mooring gear, or any other part of the Harbor and Licensee accepts the berth space in its "As Is" condition and as being suitable for the conduct of Licensee's activity thereon.

10. WAIVER, INDEMNIFICATION AND ASSUMPTION OF RISK. Licensee, as a material part of the consideration to be rendered to Port, acknowledges and agrees that Harbor facilities are used at the user's sole risk, and that Port shall not be responsible for or liable to Licensee or Licensee's Invitees for loss or damage to any property, including vehicles or vessels, in or about the Harbor from any cause whatsoever. Accordingly, to the fullest extent allowed by law, Licensee hereby waives all rights against the City and County of San Francisco, the San Francisco Port Commission and its officers, employees and agents (collectively, "**City Parties**"), and releases the City Parties from any and all losses relating to any injury, accident or death of any person or theft, loss or damage to any property, including vehicles or vessels, in or about the Harbor from any cause whatsoever. The City Parties shall not be liable under any circumstances for any consequential, incidental or punitive damages.

Licensee agrees to hold harmless, indemnify, and if requested, defend, the City Parties, from any and all liabilities, injuries, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including without limitation, direct and vicarious liability of any kind

(collectively, "Claims") arising directly or indirectly arising out of (a) any injury to or death of any person, including but not limited to Licensee's Invitees, or damage to or destruction of any property occurring in, on or about the Harbor, or any part thereof, or the approaches thereto from any cause whatsoever, (b) any failure by Licensee or its Invitees in the observance or performance of any of the terms, covenants or conditions of this License, or (c) the use, occupancy or condition of the Harbor or the activities therein or the approaches thereto by Licensee or Licensee's Invitees. This Indemnity shall be enforceable regardless of the active, concurrent or passive negligence of any of the City Parties, and regardless of whether liability without fault is imposed or sought to be imposed on any of the City Parties. This Indemnity shall be enforceable except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of this License. This Indemnity shall exclude Claims resulting solely and exclusively from the willful misconduct of the City Parties which is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Licensee or Licensee's Invitees. The foregoing provision is an allocation of risks whereby Licensee agrees to look solely to Licensee's own insurer as to risks associated with use of the Harbor and its berthing and other facilities.

The foregoing obligation of Licensee includes indemnification from all loss and liability, including attorneys' and consultants' fees, court costs, investigation and remediation costs, all other reasonable costs and expenses incurred by the City Parties, damages for decrease in the value of the Harbor, and Claims for damages or decreases in the value of adjoining property. The provisions of this Section shall survive the expiration or earlier termination of this License.

Licensee understands and expressly accepts and assumes the risk that any facts concerning any and all Claims released in this License might be found later to be other than or different from the facts now believed to be true, and agrees that the releases in this License shall remain effective. Therefore, with respect to all Claims released in this License, Licensee waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensee specifically acknowledges and confirms the validity of the release made above and the fact that Licensee was represented by counsel who explained the consequences of the release at the time this License agreement was made, or that Licensee had the opportunity to consult with counsel, but declined to do so.

Initials: Licensee: _____

11. INSURANCE.

Licensee shall maintain throughout the Term, at Licensee's expense, a minimum coverage of Five Hundred Thousand (\$500,000) marine liability and Five Hundred Thousand (\$500,000) vessel pollution liability, including hull replacement and general liability. Hull value will be based on the National Automobile Dealers Association (NADA) or similar for the marine industry. The policy shall be in form and substance satisfactory to the Harbormaster and shall be placed with responsible underwriters, which have an assigned policyholder's rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of the "Best's Key Rating Guide", and which are currently authorized by the Insurance Commissioner to transact business in the State of California.

The policy must contain a cross-liability clause, shall name as additional insureds by written endorsement the "CITY AND COUNTY OF SAN FRANCISCO AND THE SAN FRANCISCO

PORT COMMISSION AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS," shall be primary and non-contributory to any other insurance available to the additional insureds with respect to claims arising under this License, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability.

Licensee shall deliver certificates of insurance, additional insured policy endorsements and waiver of subrogation endorsements in a form satisfactory to and at the direction of the Harbormaster using EXIGIS or another internet-based insurance compliance tracking system as directed by the Harbormaster on or before the Commencement Date, and upon renewal of each policy not less than thirty (30) days before expiration of the term of the policy. Licensee shall, upon Port's request, promptly furnish Port with a complete copy of any insurance policy required hereunder.

Licensee shall also maintain, at Licensee's expense, any additional insurance coverage which in Licensee's own judgment may be necessary for vessel's protection.

Notwithstanding anything to the contrary contained herein, Port and Licensee (each a "**Waiving Party**") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to this License, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this License or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Harbor; provided, the failure to obtain any such endorsement shall not affect the above waiver.

12. DEFAULT; TERMINATION.

The occurrence of any default by Licensee shall result in the termination of this License without an opportunity to cure or prior notice by Port. The Harbormaster will provide the Licensee prompt written notice of such termination and Licensee shall immediately vacate and discontinue its use of the Harbor.

13. PORT'S REMEDIES UPON TERMINATION OR EXPIRATION. Upon expiration of the Term, Licensee's default and failure to cure during the cure period, if any, or automatic termination, this License shall terminate and Licensee shall immediately vacate and discontinue its use of the Harbor and Port may take any and all action to enforce Licensee's obligations. Licensee shall indemnify Port from and against any and all loss or liability resulting from Licensee's delay in vacating the Harbor.

If Licensee does not remove his or her vessel immediately upon termination or expiration without timely renewal of this License, no new license is created or shall be implied and the daily Transient Fee shall apply.

Port shall have the following remedies in its sole discretion: (i) remove the vessel to a location within or outside the Harbor, in which case Licensee shall be liable for costs of storage and other costs incurred by Port; and/or (ii) commence the attachment and auction process under the California Harbors and Navigation Code and Section xx of the Rule and Regulations.

If Licensee's vessel is moved whether within or outside the Harbor, as to such relocation and during the period of storage and final disposition, all indemnity and exculpatory clauses of this License pertaining to Licensee and the vessel, including but not limited to Sections 10 and 19, shall continue in effect and inure to the benefit of Port and its agents.

Without any prior notice, Port may elect to retain or dispose of Licensee's personal property, other than his or her vessel and any other property not subject to a maritime lien, that Licensee

does not remove from the Harbor prior to the expiration or earlier termination of this License. These items shall be deemed abandoned. Port may retain, store, remove, and sell or otherwise dispose of abandoned property, and Licensee waives all Claims against Port for any damages resulting from Port's retention, removal and disposition of such property; provided, however, that Licensee shall be liable to Port for all costs incurred in storing, removing and disposing of abandoned property and repairing any damage to the Harbor resulting from such removal. Licensee agrees that Port may elect to sell abandoned property and offset against the sales proceeds Port's storage, removal, and disposition costs without notice to Licensee. Licensee hereby waives the benefits of California Civil Code Section 1993 et seq., to the extent applicable.

14. TIME OF ESSENCE. Time is of the essence in performance of the obligations set forth in this License.

15. NO WAIVER. Failure to enforce any terms or conditions of this License shall not act as a waiver against enforcement of those same terms and conditions or any other provisions of this License.

16. REMEDIES CUMULATIVE; SEVERABILITY. All exhibits and schedules are incorporated in this License by reference. All remedies available under this License are cumulative and not exclusive. The terms and conditions of this License are independent and the failure of one or several shall not invalidate the entire License.

17. ENTIRE AGREEMENT. This License constitutes the entire agreement between the parties, and the terms and conditions cannot be varied except in writing signed by the parties. Licensee expressly agrees and acknowledges that no officer, director, or employee of Port or City is authorized to offer or promise, nor is Port or the City required to honor, any offered or promised concession, abatement, or any other form of monetary consideration without a written agreement executed by Port.

18. APPLICABLE LAWS. This License shall be construed and enforced according to the federal maritime laws of the United States and, where applicable, according to the laws of the State of California and the Charter of the City and County of San Francisco. Venue for any action shall be in the City and County of San Francisco.

19. NON-LIABILITY OF PORT OFFICIALS, EMPLOYEES AND AGENTS. No elective or appointive board, commission, member, officer, employee or other agent of Port shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by Port or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of Port under this License or otherwise.

20. ATTORNEYS' FEES. If either party commences an action against the other or a dispute arises under this License, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of Port shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding Port's use of its own attorneys.

21. WAIVER OF RELOCATION. Licensee hereby waives any and all rights, benefits or privileges of the California Relocation Assistance Law, California Government Code §§ 7260 et seq., or under any similar law, statute or ordinance now or hereafter in effect, to the extent allowed under applicable Law.

22. MISCELLANEOUS PROVISIONS.

(a) This License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters addressed. In addition, each party has been represented by experienced and knowledgeable legal counsel, or has had the opportunity to consult with counsel. Accordingly, the provisions of this License must be construed as a whole according to their common meaning in order to achieve the intents and purposes of the parties,

without any presumption (including a presumption under California Civil Code § 1654) against the party responsible for drafting any part of this License.

(b) Successors. The terms, covenants, agreements and conditions set forth in this License shall bind and inure to the benefit of Port and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns.

(c) Survival of Indemnities. Termination or expiration of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, the ability to collect any sums due, nor shall it affect any provision of this License that expressly states it shall survive termination or expiration hereof.

(d) Relationship of the Parties. Port is not, and none of the provisions in this License shall be deemed to render Port, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Except as expressly provided in Section 3H of the Rules and Regulations, neither party shall act as the agent of the other party in any respect hereunder. This License does not create a relationship between Port and Licensee other than that of licensor and licensee. This License is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

23. NOTICES. All notices required under this License shall be provided in the manner specified in Section xx of the Rules and Regulations.

24. PUBLIC RECORD. This License is a public record subject to disclosure under the California Public Records Act. Please initial below if you wish to waive your privacy rights to the personal information contained in this License.

Yes, I authorize the Port to disclose my personal residence address, phone, and e-mail information listed in this form to any member of the public upon request.

Licensee: _____

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS ON ALL PAGES OF THIS LICENSE AND AGREE TO THEM.

IN WITNESS WHEREOF, Port and Licensee have executed this License as of the last date set forth below

Licensee: _____
Print Name

Signature
Date signed: _____

Port: **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, operating by and through the **SAN FRANCISCO PORT COMMISSION**

By: _____
Joe Monroe
SBH Harbormaster

Date signed: _____

EXHIBIT A
SOUTH BEACH HARBOR RULES AND REGULATIONS

DRAFT

EXHIBIT B
CITY REQUIREMENTS

The San Francisco Municipal Codes (available at www.sfgov.org) and City Requirements referenced in this License are incorporated by reference as though fully set forth. The descriptions below are not comprehensive but are provided for notice purposes only. Capitalized terms used in this Section and not defined in this License shall have the meanings ascribed to them in the cited ordinance.

1. Nondiscrimination.

(a) Covenant Not to Discriminate. In the performance of this License, Licensee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), weight, height, association with members of classes protected under Chapters 12B or 12C of the Administrative Code or in retaliation for opposition to any practices forbidden under Chapters 12B or 12C of the Administrative Code against any employee of Licensee, any City employee working with Licensee, any applicant for employment with Licensee, or any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Licensee in the City and County of San Francisco.

(b) Penalties. Licensee understands that pursuant to Section 12B.2(h) of the Administrative Code, a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this License may be assessed against Licensee.

2. Prohibition of Tobacco Sales and Advertising. Licensee acknowledges and agrees that no sales or advertising of cigarettes, tobacco products or alcoholic beverages is allowed in the Harbor. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes, tobacco products or alcoholic beverages or the name of any cigarette, tobacco products or alcoholic beverages in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of cigarettes and tobacco products or alcoholic beverages, or (ii) encourage people not to smoke or to stop smoking or not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking.

3. Restrictions on the Use of Pesticides. Licensee shall not use or apply or allow the use or application of any pesticides in the Harbor, and shall not contract with any party to provide pest abatement or control services to in the Harbor, without first receiving City's written approval of an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply during the Term of this License, (ii) describes the steps Licensee will take to meet the City's IPM Policy described in Section 300 of Chapter 3 of the Environment Code and (iii) identifies, by name, title, address and telephone number, an individual to act as the Licensee's primary IPM contact person with the City. Licensee shall comply, and shall require all of Licensee's contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM ordinance, as if Licensee were a City department..

4. Tropical Hardwood and Virgin Redwood Ban. Port and the City urge Licensee not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood product.

5. Preservative-Treated Wood Containing Arsenic. Licensee may not purchase preservative-treated wood products containing arsenic in the performance of this License unless such products are to be used for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

6. Conflicts of Interest. Through its execution of this License, Licensee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the California Government Code, and certifies that it does not know of any facts which would constitute a violation of these provisions, and agrees that if Licensee becomes aware of any such fact during the Term, Licensee shall immediately notify the Port.

7. Food Service Waste Reduction Ordinance. Licensee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in Environment Code Chapter 16, including the provisions regarding the payment of liquidated damages for a breach of the ordinance.

**South Beach Harbor
Port of San Francisco
STATEMENT OF OWNERSHIP**

PLEASE PRINT

Owner/Licensee	Boat Name	Account No. (if applicable)
Residence Address	Color: Hull	Berth assignment (if applicable)
Home Phone		
Email address	Spouse or Registered Domestic Partner (if any)	No. CF/USCG Documentation <u>and Attach</u> <u>Documentation</u>
Business Address Business Phone		
Insurance Carrier	Contact Info for Spouse or Registered Domestic Partner	Auto License No.
Insurance Agent Name, Address and Phone		
Emergency Contact Name, Address and Phone	Partnership Name (if any)	Initial Seniority Date (if applicable)

Date Filed: _____

1. **ANNUAL FILING.** This form must be filed annually with the Harbormaster.
2. **CHANGES.** Owner is responsible for notifying the Harbormaster in writing immediately of any changes to the information in this form. The Port is not responsible for lost or misdirected mail due to incorrect information.

This form and changes to this form are subject to the Harbor Rules and Regulations. Changes to this form may be subject to a Transfer Fee which shall be paid at the time the updated form is submitted.

3. **PARTNERSHIPS.** Partnerships must complete the section on the back of this form and attach the current partnership agreement to this form. The individual named above shall be designated as the Licensee on the License. All other partners (maximum of two (2) unless otherwise provided by Section xx of the Rules and Regulations) must be listed below. All partners agree that the designated individual is the agent of the Partnership and has the authority to bind the Partnership with respect to a license to berth at and use the facilities of the Harbor. Each partner agrees that it shall be jointly and severally liable to Port for all obligations and liabilities under a license.

Partner		Partner		Partner	
Residence Address:		Residence Address:		Residence Address:	
Home Phone:		Home Phone:		Home Phone:	
Business Address:	Phone:	Business Address:	Phone:	Business Address:	Phone:
Email Address:		Email Address:		Email Address:	
Emergency Contact Information:		Emergency Contact Information:		Emergency Contact Information:	
Auto License No:		Auto License No:		Auto License No:	
Signature of Partner		Signature of Partner		Signature of Partner	

4. PUBLIC RECORD. This form is a public record subject to disclosure under the California Public Records Act. Please initial below if you waive privacy rights to all of the personal information contained in this Form.

Yes, I authorize the Port to disclose the personal residence address, phone, and e-mail information listed in this form to any member of the public upon request. Initials: _____

Submitted by: _____
Signature

Print

**South Beach Harbor
Port of San Francisco
FEE SCHEDULE**

ADOPTED , 2015

Activity	Fee
Monthly Berthing Fees	
26'	\$288.76
30'	\$337.97
34'	\$411.78
38'	\$510.19
42'	\$586.59
46'	\$710.90
50'	\$792.48
*These are fees through 12/31/15	
Transient Berthing Fees – Daily Fees	\$1.25/foot – minimum \$35.00
Temporary Berthing Fees (more than 14 days up to 6 months)	Monthly berthing fees apply
Guest Dock	
Up to 3 hours	\$15.00
4 or more hours	\$125/foot
Parking	
First Annual Parking Permit for Licensees	Included in Berthing Rates
Second Annual Parking Permit for Licensees	\$600/year
Daily Guest Pass, Transient Parking Pass	\$10.00/day
Contractors/Vendors	\$20.00/day

Visitor without Guess Pass	\$20.00/day
Late Parking Application Fee	\$50.00
Permit Replacement Fee	\$100.00
Public Parking	\$115.00/month (subject to availability)
Race crew permits	\$20.00/day up to 4 per Licensee annually
Parking Without Permits	\$100.00
Waitlist Fee	\$75.00/year
Key Replacement	\$20.00
Fob Replacement	\$22.00
Late Charge for Delinquent Payment	10% of the amount due
Returned Check	\$50.00
New or Repair dock box	\$250 + labor
New or Repair dock box lid	\$180 + labor
Harbor Services	
Repair firebox plumbing	\$75.00 (minimum) + labor
Repair plumbing	\$75.00 (minimum) + labor
After Hours Services Rate	\$100 (minimum) + labor
Vessel Chaining	\$45.00 + labor
Hazardous Materials Disposal	
Waste Oil	No charge
Contaminated oil, bilge water	No charge
Monthly Locker Rates	\$25.00-\$171.00
Locker Security Deposit	One month rent

**South Beach Harbor
Port of San Francisco
USE OF LOCKER IN PIER 40 SHED**

PLEASE PRINT

Owner/Licensee

Locker Number

Account No.

Commencement Date: _____

Expiration Date: _____

In connection with the License issued to Licensee and subject to all of its terms and conditions, Port hereby grants permission to Licensee to use the storage locker in the Pier 40 Shed building (“Locker”) listed above during the term of the License. This right is personal to Licensee and any attempt to Transfer this right without Port’s prior express written consent shall terminate this use.

Licensee agrees to pay to Port the Fees set forth in the Fee Schedule for use of the Locker in compliance with Section 3 of the License.

Only miscellaneous boating equipment and cleaning supplies may be stored in a Locker. The items in the attached list are prohibited.

Licensee shall provide to Port an additional security deposit subject to the terms and conditions of Section 4 of the License in an amount equal to one month’s Locker Fee.

In addition to termination for a default as provided in Section 12 of the License, the right to use the Locker will automatically terminate if the License expires or is terminated for any reason. Licensee must remove its possessions from the Locker immediately.

Port and its authorized agents shall have the right to inspect the Locker and its contents without notice at any time for hazardous conditions, safety concerns, and structural and engineering purposes and to determine whether Licensee is complying with the License. Port shall not be liable in any manner, and Licensee hereby waives any Claims for damages, for any inconvenience, disturbance, loss of business, nuisance, or other damage, including without limitation any abatement or reduction in Fees due hereunder, arising out of Port’s entry.

Access to the Pier 40 Shed shall be during normal business hours only.

California Law requires landlords to disclose the presence or potential presence of certain hazardous materials. Accordingly, Licensee is hereby advised of the possible presence of petroleum hydrocarbons from two former underground tanks previously located in the vicinity of the Pier 40 shed (one removed in 1987 and one removed in 2000). Copies of reports regarding the removal of these tanks is available by contacting the Port. Licensee acknowledges its own obligations to report the discovery of hazardous materials to Port pursuant to California Health and Safety Code Section 25359.7 as well as the penalties that apply for failure to meet such obligations.

Licensee Initials and Date: _____

Port Initials and Date: _____

Prohibited Items

Licensee is prohibited from placing the following items in a Locker:

I) US DOT Hazardous Materials

II) Common household materials that are prohibited include:

- A. COMBUSTIBLE LIQUIDS:
 - Rubbing Alcohol
 - Lubricants (Motor Oils)
 - Anti-Freeze Compounds
- B. CORROSIVES
 - Acids
 - Drain Cleaner
 - Photographic Acids used in developing film
 - Bleach
 - Batteries (wet or dry)
 - Water Purifying agents used in swimming pools
- C. EXPLOSIVES
 - Fireworks
 - Small Arms Ammunition
 - Flash Bulbs
- D. FLAMMABLES
 - Lighter Fluid
 - Matches
 - Wood Oil Stains
 - Petrol-Chemical Based Garden Sprays
 - Paint or Varnish
 - Paint or Varnish Removers
 - Butane / Propane / Gasoline (garden equipment)
 - Signal Flares
 - Charcoal Briquettes
 - Other Fuels / Oils / Lubricants / Antifreeze
- E. COMPRESSED GASSES
 - Aerosol cans
 - Fire extinguishers
 - Scuba diving tanks
- F. OTHER MATERIALS
 - Live plants and animals
 - Perishable goods or materials
 - Pharmaceuticals / Controlled Substances