BASE ORDER 1710

From: Commanding Officer
To: Distribution List

Subj: STANDARD OPERATING PROCEDURES (SOP) FOR MARINE CORPS COMMUNITY SERVICES (MCCS) MARINA/OUTDOOR RECREATION OPERATIONS (MARINA/ORO)

Ref: (a) MCO P1700.27B
     (b) BaseO P5500.15B

Encl: (1) MCCS Marina Mooring Agreement
      (2) Agreement for Transit Mooring of Privately Owned Boat at MCCS Marina

1. Situation. Establish the purpose, procedures and responsibilities pertaining to the operations of the Marine Corps Base (MCB) Hawaii, MCCS, Marina/ORO to include rental of equipment and handling of storage (mooring) of privately owned boats aboard MCB Hawaii. Topics specifically covered are:
   a. Privately Owned Boat Mooring.
   b. Temporary Boat Mooring.
   c. Waterfront Rental Operation.
   d. Outdoor Recreation Rental and Operation.

2. Mission. To establish command policy regarding the operation of Marina/ORO. To ensure a safe and equitable Marina/ORO program meeting the needs of MCB Hawaii authorized patrons as stated in reference (a).

3. Execution
   a. Commander’s Intent. This Order is designed to serve as a single source document and will be the guiding influence for establishing and monitoring all aspects of the Marina/ORO programs by ensuring all regulations governing these activities are followed.
   b. Concept of Operations. The operations of the Marina/ORO fall under the responsibility of the Director, MCCS. The Director, MCCS delegates the day-to-day operation to the Director of Food and Hospitality. The Outdoor Recreation Manager (ORM) is responsible for the proper execution of policies and procedures. The Director, MCCS approves all rental fees. These fees and charges are recommended to
be at least 25 percent below commercial rental charges, as mandated by Department of Defense Instruction 1015.15, for similar outdoor recreation rental gear in the area as evidenced by a survey of commercial fees and charges conducted annually by Outdoor Recreation staff.

(1) Privately Owned Boat Mooring. This program is for MCCS to provide both in the water and dry mooring for privately owned boats. Reference (b) prohibits boats, jet skis and other watercraft and their trailers from being parked in areas on base, other than the designated areas at the Marina. All persons mooring their boats at the Marina must complete enclosure (1), MCCS Marina Mooring Agreement. This agreement provides the terms, including Owner Information/General Provisions (Attachment A) and Marina Rules and Regulations (Attachment B), that pertain to boat mooring and a volunteer pay checkage for delinquent accounts.

(a) Eligibility

1. Authorized patrons of MCB Hawaii as outlined in reference (a).

2. Patron must reside in Hawaii. Exceptions will be provided for official deployments with written documentation and approval by ORM.

3. Patron must have established their place on the mooring assignment wait list. The priority for this wait list is established in (1)c. Proof of duty station must be provided to be placed on this list.

4. Patron must own boat, registered in patron’s name within 30 days of executing MCCS Marina Mooring Agreement. Failure to own boat after 30 days will result in termination of agreement.

5. Patron may not rent nor be the co-owner of any vessel in more than two mooring spaces at one time.

(b) Fee. The MCCS fee for all types of mooring is determined by the Director, MCCS. Patron must establish auto bank card draft or auto billing by credit card for eligibility.

(c) Priority of Mooring Space Assignments. MCCS Marina Mooring Agreement must be completed. Mooring spaces are assigned in the following priority:

1. Active duty housed aboard MCB Hawaii.

2. Active duty Marines stationed and residing in Hawaii. All other active duty military stationed at MCB Hawaii and residing in Hawaii.
3. Active duty military personnel stationed and residing in Hawaii.

4. Retired Marines and United States Marine Corps (USMC) reservists residing in Hawaii.

5. Retired military personnel and reservists residing in Hawaii.

6. Active and retired Department of Defense (DoD) employees stationed at MCB Hawaii and residing in Hawaii.

7. Active and retired DoD employees residing in Hawaii.

8. A wait list will be established for each type of mooring space: 20’ Slip, 30’ Slip, mooring buoy, paved storage and unpaved storage. Patrons must submit a request for each type of storage.

9. At the time a patron from the wait list is eligible for a mooring assignment the patron will have 30 days to locate his privately owned boat in the assigned mooring space. If the patron does not own a boat within 30 days, the mooring assignment will be forfeited and the patron may return to the wait list in accordance with his current priority.

(d) Establishing Mooring Agreement. The patron must complete enclosure (1), MCCS Marina Mooring Agreement, available at the Marina/ORO. The patron agrees to make applicable payments by the 15th of the month. The patron must provide valid identification, boat insurance, State of Hawaii boat registration and State of Hawaii trailer registration (if applicable).

(e) All Vessels with Agreements Must Comply with the Following Provisions to Remain in Good Standing

1. All vessels must be moved under their own power beyond the approach end of Runway 04, MCB Hawaii, Kaneohe Bay, at least once every three months. To fulfill this requirement, the owner must complete the trip log located at the Marina Office at least once quarterly. (Exceptions may be granted by the ORM for deployments and boat repairs.) These requests must be presented in writing to the ORM in advance.

2. Owners are responsible for keeping mooring spaces free of debris and hazardous materials. The only authorized personal property permitted is approved dock boxes, boat steps and water hoses. Dock boxes are limited by size to 40"w x 20"d x 24"h for pier mooring spaces and 6"w x 24"d x 36"h for dry storage spaces.
3. Vessels must be kept in good condition. MCCS ORM reserves the right to deny or revoke mooring space privileges to any vessel deemed not seaworthy and generally not in good marine condition.

4. Owners agree to maintain watercraft insurance coverage with a minimum of $100,000 liability coverage and $5,000 property damage liability (each occurrence). Owners will provide proof of insurance with completed mooring agreement prior to mooring the vessel and upon renewal.

5. Owners are required to have vessel and trailer (if applicable) registered in the State of Hawaii prior to placing either in a mooring space. Proof of vessel and trailer registration renewal(s) will be submitted upon renewal of mooring contract.

6. Fees are due on or before the 15th of the month. Payments received after the 30th are considered late and a penalty of 10 percent will be assessed to the outstanding balance.

7. The monthly mooring fee is subject to change and will be computed in accordance with schedules established by Director, MCCS.

8. All dry storage areas are restricted to watercraft and watercraft trailers only. Other types of vehicles are not permitted.

(f) Reassignments. The ORM may, for good cause, reassign any vessel with 30 day written notice. Mooring agreement holders understand and agree the U. S. Government owns the MCCS Marina facility and has the right to exclusive use of the property. This right can be exercised at any point in time by the Government. Owners may not rent or loan a mooring space.

(g) Termination of Agreement. MCCS can terminate the Marina Mooring Agreement at any time with 30 day written notice. Immediate termination may occur for the following reasons: violating terms of the agreement, failure to maintain good standing, public drunkenness, discarding/dumping hazardous materials or noncompliance with Base Order P5500.15B. MCCS, in addition to terminating this agreement(s), has the right to haul the vessel from its mooring and store at an owner’s expense whenever mooring fee balances accumulate for periods in excess of 90 days. The patron can also terminate this agreement with 30 days written notice.

(h) Mooring Assignment. ORM will manage the mooring assignment wait lists and assign mooring spaces as they pertain to the established priority list. They will administer the mooring agreements and ensure compliance with the terms of these agreements.
(2) Temporary Boat Mooring. This program is to provide authorized patrons with short-term mooring for their privately owned boats while they are stationed at MCB Hawaii. It is not the intention of this program to circumvent the established priorities of our boat mooring wait lists. All patrons must complete enclosure (2).

(a) Transit Mooring. Transit mooring is authorized at MCCS Marina. Transit mooring is defined as the berthing space assigned to the visiting patron’s vessel by the Marina Manager. Transit mooring may be assigned to MCB Hawaii mooring patrons who are in need of temporary wet mooring due to emergency or who are mooring ball holders needing to temporarily berth after Marina business hours.

1. Eligibility. Only authorized patrons, whose vessels are legally registered in their names, are eligible for transit mooring at the MCCS Marina on a first-come, first-served basis. All patrons must comply with MCCS Marina Rules and Regulations.

2. Fee. The MCCS fee for all types of transit mooring is determined by the Director, MCCS. All fees will be prepaid.

3. Duration. No more than 14 consecutive nights for visiting patrons and no more than three consecutive nights for MCB Hawaii mooring holder patrons.

4. Assignment. A transit mooring berth will be assigned by the Marina Manager at the time of the request.

(b) Mooring Hopping. This is defined as the temporary assignment, by the Marina Manager, of a privately owned vessel, to occupy mooring space currently assigned to a Marina Mooring Agreement Holder at the MCCS Marina.

1. Eligibility. Only active duty military patrons (priority 1 and 2) whose vessels are registered in their names are eligible for mooring hopping. All patrons must comply with Marina Rules and Regulations. Enclosure (1) must be completed. All patrons must be on the established wait list.

2. Fee. The MCCS fee for all types of transit mooring is determined by the Director, MCCS. All fees will be prepaid.

3. Duration. Mooring hopping is permitted on a month to month basis. Authorized mooring hopping patrons must immediately vacate mooring space upon return of the regular assigned patron.

(c) Temporary Parking for Mooring Patrons. This is for current dry/buoy mooring customers who would like to park pier side.

2. Fee. First three nights are free, additional nights are charged at transit rate. All fees will be prepaid.

3. Duration. No more than three nights per month free.

4. Assignment. All temporary assignments are made by the ORM.

(3) Waterfront Rental Operations. This program is to provide watercraft equipment and safe instruction for motor boating, sailing, water skiing and other water-sports programs.

(a) Reservations and Time Limitations. A reservation system is established to afford all authorized patrons the convenience of planning.

1. Reservations may be made 60 days in advance with deposit, equal the rental fee. This deposit is non-refundable except when the reservation is cancelled/changed one week prior to the date of reservation.

2. Patron must be licensed through the Marina prior to making a reservation. To be licensed, the patron must successfully complete an instructional/licensing class for each type of vessel to be operated.

3. Reservations will be held for 30 minutes after the designated time and will be released to the next patron on the wait list who is physically present. The reservation deposit will be forfeited.

4. Employees of Marina/ORO will follow all reservation requirements set forth in this Order and must pay for the use of all equipment. Employee reservations will be logged in the RecTrac point of sale system. No employee may log their own reservation, nor check-in or check-out their own equipment.

(b) Safety and Special Instructions. All patrons must comply with the rules and regulations of the United States Coast Guard, the Hawaii State Department of Land and Natural Resources, Boating and Ocean Recreation Division and the current edition of Base Order P5500.15B. Specific safety rules and instructions follow:

1. Boating. It is the responsibility of the licensed boat operator to brief crew on proper use of equipment and rules established and taught in the safe boating licensing class.

   a. Licensed boat operators must complete a float plan prior to departing the dock.
b. Licensed boat operators are financially responsible for all damage to MCCS equipment incurred during rental period.

c. Licensed boat operators will be familiar with navigational charts locating reefs and other marine hazards. Charts are posted at the Marina front counter.

d. Boats are restricted to within Kaneohe Bay.

e. Each type of boat available has a specific limit on the number of occupants. These limitations will be adhered to always.

f. Licensed boat operators will not leave the dock without proper safety equipment: whistle, anchor, paddle and an approved life preserver for each person.

g. Licensed boat operators will require all non-swimmers and children under 13 years of age to wear an approved life preserver on the dock and in all boats at all times.

h. Carrying of or consuming alcohol on any boat is prohibited.

i. The Marina Manager may suspend the license of any operator who does not adhere to or enforce these rules upon their assigned boat.

2. Weather. Wind conditions and inclement weather may require a recall of boats. Method of recall will be personal contact. Below are the signals to be used, their meaning and the conditions they indicate.

a. NO WARNINGS. All areas open for use. Wind condition 0-18 knots with light wave conditions prevailing in the bay.

b. SMALL CRAFT ADVISORIES (due to winds). Recall of some ORO/Marina boats, according to type of boat. Some areas of the bay may be restricted to use. Winds on the bay are or expected to be 15-25 knots with moderate wave conditions.

c. GALE FORCE WIND WARNINGS. Recall of all Recreation Operations boats. Winds on the bay are or expected to be in excess of 30 knots with moderate to severe conditions.

d. THUNDERSTORM. All boats are recalled if we go into a Thunderstorm Warning I. Thunderstorm Warning II, stop letting boats out.
(4) Outdoor Recreation Operations. This program is to provide outdoor recreational equipment for private parties, camping, games and water-sports.

(a) Reservations may be made 60 days in advance with deposit, equal to one-half the rental fee. This deposit is non-refundable except when the reservation is cancelled/changed one week prior to the date of reservation. Reservations may be made three days prior the usage day without a deposit.

(b) Campsites are for recreational use and not for residence. The maximum stay is 14 days though the length of stay may be extended if vacancy exists and with approval of the Director, MCCS. Campsites must be vacated prior to 1200 on the day of departure.

(c) All gear will be checked prior to issue and upon return.

(d) Boogie boards, surfboards, coolers, water jugs and rods and reels are to be rinsed with fresh water prior to return.

(e) Patrons are responsible for the proper use and care of equipment rented.

(f) Patrons are responsible for the timely return of all equipment. Equipment (lost or damaged) will be replaced in-kind or paid for by the patron.

(g) A late fee equal to the daily rate will be charged for each day the equipment is past due.

(h) Outdoor recreation equipment will be issued to units by providing a request on unit letterhead, from the unit training staff noncommissioned officer or higher, specifying the dates the equipment is to be used, its return date and purpose. Equipment is not issued for more than four days at a time. There has to be a minimum of 24 hours between requests.

1. Failure of a unit to return equipment on time will result in suspension of privileges. The first such failure may result in 30 days suspension. The second such failure may result in up to 60 days suspension of rental privileges.

2. Employees of the Marina/ORO will follow all reservation requirements set forth in this Order. Employee reservations will be logged in the RecTrac point of sale system. No employee may log their own reservation, nor check-in or check-out their own equipment.

(5) Parking. The unpaved parking area on the west side of “D” street is for day use only, no overnight parking. Any vehicles, trailers or boats parked for longer than 48 hours will be reported to
Military Police Department; vehicle may be ticketed and/or impounded as abandoned. Area along fence line bordering 101 Helo-pad is designated as MCCS owned boat/trailer storage.

4. **Administration and Logistics.** The point of contact regarding information and procedures is the Director of Food and Hospitality at (808) 254-7639.

5. **Command and Signal**
   a. **Command.** This Order is applicable to MCB Hawaii and tenant commands.
   b. **Signal.** This Order is effective the date signed.

   [Signature]
   
   R. D. RICE

Distribution: A
BASE ORDER 1710 CH 1

From: Commanding Officer, Marine Corps Base Hawaii
To: Distribution List

Subj: STANDARD OPERATING PROCEDURES (SOP) FOR MARINE CORPS COMMUNITY SERVICES (MCCS) MARINA/OUTDOOR RECREATION OPERATIONS (MARINA/ORO)

1. Situation. To direct pen changes to the basic order.

2. Execution

   a. Add “, Camp Smith” behind “MCB Hawaii” in paragraph 3(b)(1)(c)(2).

   b. Replace paragraph 3(b)(1)(c)(9) with the following:

      “9. At the time a patron from the wait list is eligible they will be notified by email or telephone. They will have three days to respond, and will be afforded two days to come in and enter into the contract. If neither of these requirements is met, the members name will be removed from the waiting list. The patron must then re-apply in order to be placed back on the waiting list. Once a mooring contract is signed the patron will have 30 days to locate his privately owned boat in the assigned mooring space. If the patron does not own a boat within 30 days or move his boat to the assigned space, the mooring assignment will be forfeited and the patron may return to the wait list in accordance with his current priority. A non-refundable deposit of one month’s mooring fee will be taken to hold the mooring space.”

   c. Replace paragraphs 3(b)(1)(e)(5) and 3(b)(1)(e)(6) with the following:

      “5. Owners are required to have vessel and trailer (if applicable) registered, insured and safety checked in the State of Hawaii prior to placing either in a mooring space. Current documentation must be provided by the patron for updating mooring agreement information.”

      “6. Fees are due on or before the 15th of the month. Patrons are afforded a two week grace period. Payments received after the 30th are considered late. The penalty for a late payment will be to double the monthly mooring fee for each month until the individual’s debt has been repaid.”
d. Add the following paragraph as 3(b)(1)(e)(9):

   "9. The MCCS manager will issue non-compliance warnings by US Mail system or email. Failure of a mooring agreement holder to comply with the aforementioned provisions will result in a penalty being assessed. The penalty will be to double the monthly mooring fee for the months of non-compliance with any of the provisions. The purpose of this penalty is not to generate income for MCCS but to gain boat owner compliance with base regulations."

   e. Add the following sentence to the end of paragraph 3(b)(2)(a)(3): "The Manager may grant an extension beyond the 14 nights if space is available."

   J. R. WOODS

DISTRIBUTION: A
BASE ORDER 1710 CH 2

From: Commanding Officer, Marine Corps Base Hawaii
To: Distribution List

Subj: STANDARD OPERATING PROCEDURES (SOP) FOR MARINE CORPS COMMUNITY SERVICES (MCCS) MARINA/OUTDOOR RECREATION OPERATIONS (MARINA/ORO)

1. Situation. To direct a change to the basic order.

2. Execution. Replace paragraph 3(b)(1)(e)(5) with the following:

"5. Vessels must be registered and insured in the State of Hawaii, prior to the owner entering into a mooring agreement contract. Trailers must also be registered, including a State of Hawaii Safety Check, prior to the owner entering into a mooring agreement contract. Owners are responsible for providing up to date documentation to the Marina Operations Clerk throughout the duration of the contract."

BRIAN ANNICHIA RICO

DISTRIBUTION: A
MCCS MARINA MOORING AGREEMENT

1. This Agreement is entered into by and between Marine Corps Community Services (MCCS), located at Marine Corps Base (MCB), Hawaii, Kaneohe Bay and ____________________________, hereinafter referred to as the Owner. (Name, Rank, Branch of Service)

2. Scope of Agreement. This Agreement is for the Owner’s use of one mooring space, to moor one vessel, boat, or watercraft, located at the MCCS Marina located at MCB Hawaii. The term “mooring” includes dry storage, mooring buoys and pier-side mooring, unless otherwise indicated. Space #__________________.

3. Attachments. This Agreement incorporates and will be subject to the provisions and conditions contained herein the following attachments and any subsequent revisions thereto, are hereby incorporated by reference into this agreement:


   b. Attachment B-MCCS Marina Rules and Regulations

4. Compensation. Owner agrees to pay a monthly fee of $___________ for use of the mooring space assigned. The fee will include use of the space, water and electrical power.

5. Insurance. Owner agrees to maintain in force and affect boat-owner’s watercraft insurance coverage with a minimum of $100,000 in coverage for liability and $5,000 property damage liability (each occurrence). Owner agrees to provide proof of insurance prior to mooring the vessel and also within five days of a request by the Marina Manager. Owner agrees to provide proof of all insurance renewals to substantiate that the coverage is current and not expired, with the Commanding Officer, MCB Hawaii and MCCS named as additional insured. Owner agrees and understands failure to maintain current insurance coverage and provide proof of all insurance renewals will result in the termination of this agreement for noncompliance. Policy Number:

   ____________________________________________.

   Company Name and Policy Number

6. Registration. Owner agrees to submit a copy of the vessel registration and/or documentation of registration and any renewals thereto to the Marina Manager on or before the effective date of the Agreement. Owner agrees to maintain vessel registration at all times during the term of this Agreement. Owner agrees and understands failure to maintain and provide proof of all registration renewals
will result in the termination of this Agreement for noncompliance. Owner agrees to provide proof of such renewals within five days of a request by the Marina Manager.

Registration Number: ________________

Expiration Date: ________________

7. Termination. This Agreement can be terminated by any of the four separate means, listed as follows:

   a. Either party may terminate this Agreement by providing written notice to the other party 30 days or more in advance of such termination.

   b. This Agreement may be terminated at anytime with mutual consent of MCCS and the Owner.

   c. MCCS may immediately terminate this Agreement for any violation of its provisions.

   d. MCCS may immediately terminate this Agreement for discarding or dumping of any hazardous materials, including, but not limited to, any raw or treated sewage or waste, gray water, paints, solvents, cleaners, thinners, oil or oil products, fuel of any type, any flammable liquids, trash, sandpaper sawdust, etc., by the Owner or his/her family members or guests. The 30 day notice requirement will not apply to termination by mutual consent, for Agreement violations, or for discarding hazardous materials. The vessel must be removed from the Marina area and any MCCS property (i.e., dock key, dock box, etc.) must be returned as of the termination date.

8. Failure of MCCS to insist upon performance of the terms or conditions of this Agreement in any one or more instances will in no event be construed as a waiver or relinquishment of its right to future performance thereof and contractor’s obligations to such future performance will continue in full force and effect.

9. Termination by Action of U. S. Government. The MCCS Marina is the property of the U. S. Government and the use by MCCS is subject to being terminated at any time. This Agreement will automatically be terminated in the event the Government reclaims the MCCS Marina from MCCS for military use or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

MCCS MARINA MANAGER: ____________________________
                                      Signature                    Date

OWNER: ________________________________
                                      Signature                    Date
OWNER INFORMATION/GENERAL PROVISIONS

Owner/Vessel Information

OWNER

Name: ______________________ Email: ______________________
Address: ______________________ City: __________ State: ____ Zip: ___
Phone: _________ (Work) _________ (Cellular)

VESSEL

Name: ______________________ Hawaii Registration #: __________
Manufacturer: _________________ Make: __________ Model: __________
Year: __________ Length: _______ Beam: __________

1. Mooring Fee. Owner agrees to pay the monthly mooring fee. The fee includes water, electrical power and the use of common area facilities. The first and last month mooring fee will be pro-rated if less than one full month. The pro-rate will be 1/30th of the monthly fee times the number of days to be charged. Fees are due on or before the 15th of the month. Payments received after the 30th are considered late and a penalty of 10 percent will be assessed. Checks for payment of fees will be made payable to MCCS 0910. The monthly mooring fee is subject to change and will be computed in accordance with schedules established by Director, Marine Corps Community Services (MCCS), Marine Corps Base (MCB) Hawaii. Owner is responsible for the mooring fees even when the mooring is being used by another person or by MCCS Marina on a temporary basis. Owner understands and agrees that MCCS may, in addition to terminating this Agreement, haul the vessel from its mooring and store it at Owner's expense whenever mooring fee balances accumulate for periods in excess of 90 days.

2. Mooring Slip Assignment. MCCS reserves the right to assign and/or reassign slip(s) to Owner. An assignment of mooring space will not be considered permanent. The Marina Manager may, for good cause, reassign any vessel with due and proper notice. Owner understands and agrees the U. S. Government owns the MCCS Marina facility and has the right to exclusive use of the property. This right can be exercised at any point in time by the Government. Owner may not rent or loan a mooring space. All temporary assignments are to be made by the Marina Manager. Only bona fide MCCS patrons stationed/residing in Hawaii who are legal registered vessel owners are eligible to moor vessels in the MCCS Marina. Stationed/residing is defined as having a physical Hawaii address and this address must be the address of record (where mail is sent). Owner must physically live in Hawaii, unless deployed. Active duty with permanent change of station orders to Hawaii may request to be put on the wait list prior to arriving in Hawaii. The Owner agrees to promptly report any changes in personal circumstances that effect eligibility for continued use of the slip. 50 percent interest in the vessel to be moored if vessel title is held by more than one individual, all such individuals must be bona fide MCCS patrons, residing in Hawaii, in order to be eligible to moor the vessel in the MCCS Marina. Assignment will be made to only one of the partners and that partner will be
solely responsible to MCCS for all mooring fees and actions. MCCS patronage or moorage eligibility cannot be sold, assigned, transferred, conveyed, demised, bequeathed or otherwise disposed of by the Owner. No Owner may enter into an agreement for use of a second mooring without Marina Manager approval and under no circumstances hold more than two mooring agreements or be a part of. Unless approved in advance by the Marina Manager in writing, all vessels must be used and moved under its own power beyond the approach end of Runway 04, MCB Hawaii, Kaneohe Bay, at least once every three months. A trip log will be maintained for documenting the usage of boats moored in the water. Owner is required to sign trip log at least once during each three month period. (Exception may be granted by the Marina Manager for reasons such as deployments and boat repairs.) All Owners who have not complied will be FINED $100 for the first offense. If the inactivity is not resolved by the next period, the FINE will be increased to $200. At the end of the three periods (in a two-year period), the Owner that is not in compliance will lose their mooring privilege and this Agreement will be terminated. Falsifying the signing of the trip log will result in the immediate loss of their mooring. Priority among MCCS patrons in the assignment of mooring slips is as follows:

a. Active duty Marines housed aboard MCB Hawaii.

b. Active duty Marines stationed and residing in Hawaii. All other active duty military stationed at MCB Hawaii.

c. Active duty military stationed in Hawaii.

d. Retired Marines and USMC reservists residing in Hawaii.

e. Retired military personnel and reservists residing in Hawaii.

f. Active and retired DoD employees residing in Hawaii.

3. Vessel/Equipment Removal. Any vessel, trailer, dolly or other equipment may be ordered removed from Marina property by action of the Marina Manager and at the expense of the Owner. Unidentified and unclaimed items may be considered abandoned and subject to disposal after 30 days.

4. Standards of Conduct. Owner agrees to be responsible and insure that Owner, his/her family members and guests conduct themselves in a proper manner at all times. Consideration of others and their rights to a quiet environment is essential. Owners agree not to use or authorize the use of their vessel, while docked at the Marina, for any immoral or illegal activities or activities reflecting adversely on the USMC, MCB Hawaii and MCCS.

5. Sale of Vessel. Should an Owner sell, transfer or convey title to the vessel/boat moored pursuant this Agreement, Owner agrees to immediately notify MCCS (no later than five days from the date of conveyance) of such sale and change of ownership. Upon such transfer or conveyance, the vessel must be removed from the MCCS Marina immediately unless the new Owner is an authorized MCCS patron, the new Owner desires to moor the vessel at the MCCS Marina and mooring space is available. A mooring assignment is not transferable. Notice of sale must be made to Marina Manager within five days. An Owner, upon written request and approval by the Marina Manager, may retain his/her slip provided he/she moves another vessel of appropriate characteristics for the berth into the space within 30 days of the sale.
6. **Slip Condition.** Owner agrees to inspect the assigned slip space and common areas at the time this Agreement is entered into. Should any condition be noted requiring repair or other action to rectify, the Owner agrees to immediately notify MCCS. Owner will permit MCCS and Government officers, agents and employees to enter the mooring area at all reasonable times for any lawful purpose, including, but not limited to, inspection and repair. Owner agrees to compensate MCCS for loss or damage to the Marina premises caused by deliberate or negligent act or omission of the Owner or his/her family, servants, employees, agents, visitors or licensees.

7. **Liability.** MCCS will not be liable for damages to Owner's property due to fire, storm, theft, wind, acts of God and/or any unpredictable force. The parties agree MCCS has no obligation to take action to limit damage to the Owner's property and is not responsible for the protection and security of Owner's property.

8. **Indemnification.** Owner indemnifies and holds harmless MCCS, MCB Hawaii, the USMC and the United States Government, its officers, agents and employees from all liability or claim for any loss of, damage or injury to the person(s) or property of the Owner or of any third person which may occur from any cause whatsoever while in or upon the assigned mooring space, or may be occasioned by any use or misuse of the mooring space, except for loss, damage or injury caused solely by a negligent act or omission of a Government officer, agent or employee engaged in the maintenance and operation of the Marina. Owner further indemnifies and holds harmless MCCS against all costs, legal fees or other damages which may be incurred or sustained in collecting any fees or monies due under this Agreement. Owner will also indemnify and hold harmless MCCS, MCB Hawaii, the USMC and the United States Government, its officers, agents and employees from all liability, claim, damage or assessment resulting from Owner's wrongful dumping of hazardous waste materials.

9. **Disputes.** Any disputes arising under or relating to this Agreement will be resolved under this clause.

   a. All disputes relating to this Agreement will be decided by the MCCS Food and Hospitality Director, MCB Hawaii, who will issue a written final decision and mail or otherwise furnish a copy thereof to Owner. The Food and Hospitality Director's decision will be final and conclusive unless within 45 days from the date of the Owner's receipt of the Food and Hospitality Director's final decision, Owner mails or otherwise furnishes the Food and Hospitality Director a written appeal (two copies) addressed to the Director, MCCS, MCB Hawaii. The decision of the Director, MCCS is final and conclusive and not subject to further appeal.

   b. Pending final resolution on any disputed claim, appeal or action, relating to this Agreement, the parties will proceed diligently with the performance of this Agreement and will comply with the Food and Hospitality Director's decisions.

10. **Emergency Spillage Containment.** Owner understands and agrees MCCS will take immediate action to contain spillage of hazardous materials found emitting from a vessel. Containment may require the use of devices designed to entrap and absorb the spilled material. The Owner will be held liable for all costs associated with the clean-up efforts to include the replacement cost of special devices used by MCCS.
I have read, understand and accept the general provisions as stated above. I further understand any infraction of these provisions will be just cause for immediate termination of this Agreement.

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<tr>
<th>Owner Signature</th>
<th>Date</th>
<th>MCCS Marina Manager Signature</th>
<th>Date</th>
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</table>
MARINA RULES AND REGULATIONS

1. Although Marina personnel will assist to the degree possible as a courtesy, vessel Owners will be solely responsible for the safe mooring of their boats and taking proper precautions during periods of inclement weather. All vessels on piers are required to have a minimum of two bow lines (one secured to the cleat directly in front of the adjacent boat), spring line(s) and a stern line. All vessels assigned to buoy moorings are required to have a minimum of two mooring lines, both thimbled and shackled to the mooring buoy. Only nylon lines will be permitted as permanent mooring lines. All lines will have adequate chafe protection. Owners must refer to the following chart for proper size of lines:

<table>
<thead>
<tr>
<th>Max Length</th>
<th>20'</th>
<th>25'</th>
<th>30'</th>
<th>40'</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Beam</td>
<td>7&quot;</td>
<td>8&quot;</td>
<td>9&quot;</td>
<td>10&quot;</td>
</tr>
<tr>
<td>Min Line Size</td>
<td>3/8&quot;</td>
<td>1/2&quot;</td>
<td>1/2&quot;</td>
<td>5/8&quot;</td>
</tr>
</tbody>
</table>

***In Kona (SOUTH) wind conditions ALL lines MUST be doubled

Owners must use the larger size line if their vessel falls into two categories (e.g., 20' length and 8' beam use 1/2" line). Marina staff may inspect mooring lines regularly, boat Owners not having proper or sufficient lines, or lines that need replacing, will be notified. Anyone so notified will then have 30 days to correct the deficiency. Deficiencies not corrected within 30 days will cause cancellation of the Owner's slip use agreement.

2. The length of the boat is determined by Length Overall (LOA) excluding bow pulpit (which is often referred to as Length on Deck (LOD). The maximum length for boats in slips with 20' dock fingers is 24', the maximum length for boats in slips with 30' dock fingers is 34', the maximum length for boats on offshore mooring buoys is 40'. Offshore mooring buoys may accommodate larger VISITING vessels during periods of good weather.

3. Owners are responsible for keeping the mooring areas free of debris. The only authorized personal property items in the dock(s)/storage area(s) are APPROVED DOCK BOXES, APPROVED BOAT STEPS and APPROVED WATER HOSES. The Marina Manager must approve such personal property items in advance of their use in the dock/storage area(s). All other items, including, but not limited to, boxes, cans, gas cans, boats (dinghies), tanks, barbecues, supplies, satellite dishes and antennas, are strictly prohibited and will be removed by MCCS Marina personnel at the Owner’s expense. Owners are to insure that when work is performed on and around the docks/storage areas, the area will be free from any HAZARDOUS MATERIAL at the end of the day. Hazardous Material includes, but is not limited to, gasoline, fuels, paints, solvents, cleaners, flammable liquids, oils, hazardous waste of any sort, wood chips and sand paper sawdust. Any damage and/or disfiguration to the docks/storage area or surrounding areas caused by the Owner, the Owner’s family members, or guests and workers hired by the Owner, will be repaired by the MCCS Marina staff and billed to the Owner. Such charges may include the cost of total replacement of the affected area (boards, floatation, etc.), along with the prevailing labor charges. No Owner will permit any person associated with his/her vessel to throw, discharge, pump, dump or deposit from any vessel or float, any refuse, oil, spirits, flammable liquids, hazardous waste, polluting matter or liquids into Kaneohe Bay. All such matter will be
disposed of in a legal and authorized manner. Owners may consult MCCS Marina staff for proper disposal sites aboard MCB Hawaii. The MCCS Marina IS NOT an authorized hazardous materials handling center. Failure to comply with the above rules can result in the cancellation of Owner's slip-use agreement.

4. Electrical shore power cords will comply with MCCS rules and will be approved Marine quality #10 three strand wire. THE USE OF EXTENSION CORDS IN THE MARINA DOCK AREA IS STRICTLY PROHIBITED. Dock electrical utility boxes are wired with Marine connections. Vessels requiring additional capacity may endanger the electrical system at the MCCS Marina and therefore will not be allowed to connect to the dock's electrical system. Battery chargers will not be used on vessels moored unless both battery terminals are first disconnected.

5. Security of the vessel(s) is the responsibility of the Owner. Neither the MCCS Marina nor MCCS assumes responsibility for Owner's personal property on or attached to the dock.

6. Fishing and swimming from the MCCS Marina docks, piers or floats is prohibited.

7. Owners will restrict children under the age of 12 from the docks unless closely supervised. All children under 13 years of age MUST WEAR A PERSONAL FLOATATION DEVICE (PFD) on the docks.

8. The docks at the MCCS Marina are made of wood/concrete and therefore shoes or appropriate foot protection must be worn at all times. No running, jumping or horseplay is permitted on the docks. MCCS assumes no responsibility for wood splinters or other injuries to Owners and their guests in the MCCS Marina area.

9. Dogs and other pets are permitted on the dock facilities only when constrained on a leash and attended by the Owner. No animal will be tied to any part of the docks, including fingers, dock boxes, utility outlets, cleats, benches, etc. Dogs that continually bark or are deemed to be a nuisance will be excluded from the MCCS Marina area in the sole discretion of the Marina Manager. The Owner will be fully responsible for the pet on the Marina premises and will be responsible for immediately cleaning up any "mess" left by the animal. Pets in the MCCS Marina area will be licensed.

10. Owners must immediately remove vessels sold to new Owners that are not authorized MCCS patrons upon the conclusion of the sale, transfer of title, or other reasonable indication(s) that a transfer of ownership has taken place. If no MCCS Marina moorage wait list exists, authorized MCCS patrons that purchase vessels moored at the MCCS Marina, may apply for a transfer of slip from the old Owner to the new Owner. Such application must be made within five working days of the sale or transfer. If a MCCS Marina moorage wait list exists at the time an authorized MCCS patron purchases a vessel, the new Owner must join the wait list and wait for an available slip, even though the old Owner previously moored the vessel at the MCCS Marina.

11. Owners will not do or permit anything to be done in the Marina area that will constitute a fire hazard or violate any installation fire prevention rules and regulations. No flammable chemicals may be stored in dock boxes or storage locker anywhere on the MCCS Marina premises. This will include, but not be limited to, gasoline, paints, thinners, oils, batteries, barbecue lighter fluid, toxic liquids and any hazardous materials. No rags or cloth
garments, paper or other flammable materials may be stored in any dock box or any storage locker located on the MCCS Marina premises. Owner accumulation of oily or flammable wastes that may constitute a FIRE HAZARD is prohibited. Upon reasonable notice provided by MCCS Marina personnel, Owners agree to permit access to dock boxes for the purposes of routine inspection or to effect repairs. Owner specifically agrees to and hereby grants permission to allow authorized fire personnel or the Marina staff entry into any dock box or storage locker in EMERGENCY situations or when reasonable suspicion exists there may be a SAFETY HAZARD. Owner agrees to immediately allow such entry upon MCCS personnel request or to allow MCCS to take any action necessary to affect entry, including cutting the lock.

12. No boat repair or maintenance is to be done in the dry storage areas. After obtaining prior approval from the Marina Manager, Owners may hire workers for boat repair or maintenance in the MCCS Marina area. All such work will be performed adjacent to Building 1698. Such workers include mechanics, boat repairers, boat bottom divers or scrubbers and riggers. All contractors/workers must identify themselves at the Marina office each time they enter the Marina mooring area. Workers found in the MCCS Marina area without prior authorization may be escorted off the premises immediately. All contractors/workers must be appropriately licensed and must carry insurance.

13. No alterations, additions or improvements will be added to or attached to any dock or slip by any Owner without written permission from the Marina Manager. The MCCS Marina reserves the right to remove unapproved additions and bill the Owner for any costs incurred, including labor rates and fees. Any approved additions or improvements will become the property of MCCS.

14. Boarding steps and dock boxes must be approved in advance by the Marina Manager. Steps will be no wider than one half the width of the finger pier and will not be used as storage of any materials at any time. Steps will not weigh or displace so much water that the finger pier sinks below the mean level of docks at the Marina. Owners will maintain dock boxes in good repair. Owners agree to pay for any repairs to boarding steps or dock boxes.

15. Skateboards, roller skates, bicycles and/or similar wheeled devices are not permitted on the docks. The MCCS Marina provides push cart(s) for Owners’ general use in the MCCS Marina area. Owners agree to return the push carts to the designated area of the MCCS Marina upon completion of their use.

16. Owners are required to have the vessel registered as prescribed by law. Proof of annual vessel registration renewal will be provided to the Marina Manager not later than 30 days after previous year’s expiration. Failure to provide such proof of current vessel registration will be grounds to terminate this mooring agreement.

17. Vessels must be kept in good condition. They must have good water-tight integrity and must not depend on uninterrupted electrical service from the dock utility boxes to keep bilge pumps operating. Owners assume sole responsibility for the water-tight integrity of their vessels and MCCS personnel have no obligation whatsoever to inspect vessels or insure such integrity. If, in the Marina Managers opinion, a vessel appears to be taking on and holding too much water, he may, but is not obligated to, direct the Marina staff to pump the vessel and charge the Owner for any resulting pump or labor costs. Vessels that continually require pumping must be removed from the MCCS Marina docks by the Owner until such time as repairs are
accomplished. MCCS reserves the right to deny moorage or slip privileges to any vessel not deemed seaworthy and generally in good marine condition. All vessels will be subject to inspection by the Marina Manager or other MCCS personnel (with reasonable notice) to insure the safety of the vessel.

18. Owners will allow no part of any vessel to protrude over any part of the main dock walkway or impede foot traffic in the MCCS Marina area. Owners will not allow bowsprits, push pits, davits, etc., to hang over the dock walkways or cause any person to avoid them in the normal course of ingress or egress. No part of a vessel may extend beyond the length of its assigned slip into the waterway unless the Marina Manager grants permission, for an extension up to four feet.

19. The MCCS Marina Boathouse/mechanic’s shop is OFF LIMITS to all patrons. Tools and/or supplies of any type will not be loaned or given to any slip renter or patron.

20. Owners may not permit guests to stay aboard their vessels during their protracted absence (more than 12 hours).

21. Barbecues and other open-flame devices are not allowed on the MCCS Marina docks or immediate area where there are boats moored.

22. No fueling or transferring of fuel is permitted on the docks except by MCCS Marina personnel.

23. Overboard discharge is forbidden by law and will not be permitted by Owners. Owner failure to comply with overboard discharge prohibitions is cause for immediate termination of this Agreement.

24. No commercial activities such as boat sales, marine gear sales, marine equipment promotions, schools, camps and charter activities are permitted in the Marina building and port area.

25. The Marina Manager is authorized, from time to time, to post special instructions or comments on the Marina bulletin board concerning use of the Marina facilities that are binding on Owners.

26. Owners are responsible for their own transportation to and from their vessel if moored at a buoy. Marina personnel may provide transportation if time and equipment allow, but it will be done as a courtesy only.

27. No Owner may live aboard a vessel moored at MCB Hawaii, Kaneohe Bay. Boat owners are not permitted to remain on their boat more than three consecutive nights while the boat is located in its mooring space. Overnight stays may be monitored to ensure that regular, reoccurring three-night stays do not indicate a live aboard status.

28. Owners will ensure information provided in Attachment A, Owner Information/General Provision, of this Agreement is at all times current.
I have read, understand, accept and will abide by the MCCS Marina Rules and Regulations set forth in Attachment B. I further understand any infraction will be just cause for immediate termination of this Agreement.

Owner Name (Please Print)    MCCS Marina Manager Name (Please Print)

Owner Signature    Date    MCCS Marina Manager Signature    Date
AGREEMENT FOR TRANSIT MOORING OF PRIVATELY OWNED BOAT AT MCCS MARINA

THIS AGREEMENT, by and between Marine Corps Community Services (MCCS) Marina and

Name/Rank/Branch of Service/herein called OWNER

1. For purposes of this Agreement the particular terms below are identified as follows:

DESCRIPTION OF PRIVATELY OWNED BOAT:

Show Type/Model/General Description of Boat

Hawaii State Registration Number/Expiration Date

Agreement Effective Date(s)

$5.00 Nightly Fee X Number of Days (not to exceed 30) = Amount Due

Name/Address/Policy Number/Expiration Date of Insurance

Company Toll Free Telephone Number of Insurance Company

2. Subject to the following terms and conditions, MCCS HEREBY GRANTS OWNER the right to mooring space at the MCCS Marina. Such right will continue from and through the Agreement effective date(s), until this Agreement will be terminated pursuant to its provisions.

3. OWNER WILL PAY MCCS IN ADVANCE the amount of the nightly mooring fee.

4. OWNER WILL NOT do or permit anything to be done in the boat mooring space, or bring or keep anything thereon, which will in any way constitute a fire hazard, or violate any rules and regulations prescribed by the
installation relating to fire prevention, hazardous material handling or do
or permit to be done on the boat slip space any immoral, illegal or criminal
acts.

5. No maintenance work or repair of the privately owned vessel is permitted
in pier areas or Marina areas without prior approval from the Marina Manager.

6. OWNER HEREBY releases MCCS from any claim or demand of any nature arising
out of damage to or loss or destruction of OWNER'S property, occasioned by
fire, rain, water or any other cause. Any acts of vandalism to OWNER'S
property while moored at the MCCS Marina will be immediately reported to the
Military Police Department at MCB Hawaii, Kaneohe Bay.

7. OWNER WILL INDEMNIFY and hold harmless the MCCS activity, its officers,
agent and employees from all liability or claim for any loss of/damage or
injury to the person or property of OWNER or of any third person which will
occur from any cause whatsoever while in or upon the boat mooring space, or
will be occasioned by any use or misuse of the boat mooring space, except
loss, damage or injury caused solely by a negligent act or omission of an
MCCS OFFICER, agent or employee engaged in the maintenance and operation of
the Marina.

8. OWNER WILL MAKE NO alterations whatsoever to the boat mooring space or to
MCCS property.

9. OWNER, his family and guests WILL AT ALL TIMES conduct themselves in a
proper manner with due regard for other users of the Marina and comply with
all rules, regulations and policies presently established or hereafter
promulgated by MCCS for general Marina applicability, including those
relating to conditions of eligibility for continued occupancy of boat mooring
space within the Marina and to safety, sanitation and the general welfare of
Marina users.

10. If any deliberate or negligent act or omission by OWNER or any of his
family, servants, employees, agents, visitors or licensees will result in any
damage to, loss or destruction of any MCCS property which is part of the
project, the boat mooring space, or MCCS property thereon, OWNER WILL
PROMPTLY repair or replace such property, or pay to MCCS an amount of money
sufficient to compensate it for the loss or damage sustained, as MCCS will
elect and determine.

11. OWNER WILL PERMIT MCCS and Government officers, agents and employees to
enter the boat mooring space at all reasonable times, for any purpose not
inconsistent with Owner's quiet use and enjoyment thereof, including, but not
limited to, purpose of inspection and repair.

12. Failure of MCCS to insist upon performance of the terms or conditions of
this Agreement in any one or more instances will in no event be construed as
a waiver or relinquishment of its right to future performance thereof and
OWNER'S obligations to such future performance will continue in full force
and effect.

IN WITNESS WHEREOF, MCCS and OWNER have duly executed this Agreement below:

FOR THE OWNER

Dated: __________________________

______________________________
Name of Representative

______________________________
Signature

______________________________
Home Phone/Work Phone/Cellular

FOR MCCS

Dated: __________________________

______________________________
MCCS Marina Representative

______________________________
Marine Corps Community Services
Attention: Marina
Box 63073
Kaneohe Bay, MCBH, HI 96863-3073