



UNITED STATES MARINE CORPS

MARINE CORPS BASE HAWAII
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MCBHO 1710.2
CO/MCCS
8 May 24

MARINE CORPS BASE HAWAII ORDER 1710.2

From: Commanding Officer
To: Distribution List

Subj: STANDARD OPERATING PROCEDURES FOR MARINE CORPS COMMUNITY SERVICES MARINA/OUTDOOR RECREATION CENTER

Ref: (a) MCO P1700.27B
(b) MCO 1700.39
(c) BaseO 5560 W/CH 1-7

Encl: (1) MCCS Marina Mooring Agreement
(2) MCCS Marina Vessel Inspection Report
(3) MCCS Marina Transit Mooring Agreement
(4) MCCS Marina Vessel Rental Agreement
(5) Marine Corps Community Services Hawaii Policy

1. Situation. Establish the standard operating procedures and responsibilities pertaining to the operations of the Marine Corps Base Hawaii (MCBH), Marine Corps Community Services (MCCS), Marina/Outdoor Recreation Center (OREC). This includes:

- a. Privately Owned Vessel Mooring.
- b. Temporary Vessel Mooring.
- c. Waterfront Rental Operation.
- d. OREC Rental and Operation.

2. Cancellation. BaseO 1710 and BO P1710.1.

3. Mission. To establish Command policy regarding the operation of the Marina/OREC to ensure a safe and equitable program supporting MCBH authorized patrons as stated in reference (a).

4. Execution

a. Commander's Intent. This Order is designed to serve as a single source document and establishes the standard procedures to

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distribution is unlimited.

monitor and operate all aspects of the Marina/OREC program by ensuring all regulations governing these activities are followed.

b. Concept of Operations. The Director, MCCA MCBH, is responsible for the operations of the Marina/OREC. The Director, MCCA MCBH delegates the responsibility for the day-to-day operation of the Marina/OREC to the Director, Recreation. The General Manager (GM), Outdoor Recreation, is responsible for the proper execution of MCCA recreation policies and administrative procedures and this standard operating procedure. GM is responsible for the proper execution of this standard operating procedure and day to day operations of the Marina/OREC. The Director, MCCA MCBH approves all fees and charges related to this program and services. Price determinations for proposed fees and charges will be approved by the Director, MCCA MCBH, for Marina/OREC programs and services. These shall be determined by a competitive pricing survey prepared annually by OREC staff, and completed in compliance with reference (b).

c. Privately Owned Vessel Mooring. MCCA provides mooring services that include private berthing slips, dry storage, and in-water mooring balls for mooring privately owned vessels at the Marina. All persons mooring a vessel at the Marina must complete a MCCA Marina Mooring Agreement (the "Mooring Agreement") (enclosure 1). The Mooring Agreement establishes the terms and conditions for an eligible patron to moor a vessel at the Marina and includes Owner Information, the MCCA Marina Rules and Regulations, and General Terms and Conditions of Mooring. Pursuant to reference (c) section 2004.4.h, vessels and their trailers are prohibited from being parked in areas on base other than the designated areas at the Marina.

(1) Eligibility Requirements

(a) Authorized patrons of MCBH.

(b) Patron must reside in Hawai'i. Exceptions will be provided for official deployments with written documentation and approval by Marina management.

(c) Patron name must be on the registration and liability insurance documentation for the moored vessel. Only one authorized patron's name will be allowed on the Mooring Agreement. The Mooring Agreement is with the named patron and not the moored

vessel. A sale of a vessel covered by a Mooring Agreement will result in the new owner having to go through the mooring eligibility process and completing a new Mooring Agreement.

(d) The Marina maintains a waitlist for each pricing category of available mooring. A patron must submit eligibility information and supporting documentation to establish a place on a mooring assignment waitlist. Proof of duty station must be provided to be placed on a waitlist. Waitlist priority is established in paragraph 3 below.

(e) Patrons will be notified when a mooring assignment is available and will have seven (7) days to complete a Mooring Agreement with MCCS. Failure to respond within 7 days will be considered a denial. Each patron on a waitlist will be allowed to deny one mooring assignment offer and maintain their current standing on a waitlist. All patrons who deny a second offer of assignment will be placed at the end of their respective waitlist(s).

(f) Patron must own a vessel registered in their name within 30 days of executing the Mooring Agreement. All in-water vessels must pass an inspection documented in the MCCS Marina Vessel Inspection Report (the "Inspection Report") (enclosure 2) to complete the Mooring Agreement for the mooring space. Failure to own a vessel that passes inspection within 30 days will result in automatic termination of the Mooring Agreement.

(g) Vessel must have a valid State of Hawai'i Boat Registration and current liability insurance meeting the requirements of paragraph 5(a)(4) below. Trailers must have valid vehicle registration and a valid State of Hawai'i Safety Check. Owners are responsible for providing up to date documentation to the Marina throughout the duration of the Mooring Agreement. It is the responsibility of the patron on the Mooring Agreement to provide the Marina with copies of current and renewed boat registration and liability insurance, and trailer registration and safety check. Failure to provide required documentation will result in monthly fines of \$500 per month after 30 days and/or termination of the Mooring Agreement.

(h) Patron may not rent or be the co-owner of a vessel in more than two in-water mooring spaces at one time.

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(2) Fee. MCCA charges and fees for all types of mooring are determined annually pursuant to reference (b), Chapters 1 and 17, and approved by the Director, MCCA MCBH. Patrons will be provided written 30-day notice of changes to charges and fees in the Mooring Agreement. To complete a Mooring Agreement, the patron is required to establish an automatic bank draft or automatic billing by credit or debit card.

(3) Priority of Mooring Space Assignments. The Mooring Agreement must be completed to establish priority and waitlist location. Mooring spaces are assigned in the following priority:

1. Active duty stationed and residing on MCBH.
2. Active duty Marines stationed and residing in Hawai'i. All other Active duty Military stationed at MCBH.
3. Active duty Military stationed and residing in Hawai'i.
4. Retired Marines and Marine Reservists residing in Hawai'i.
5. Retired Military/VA/Reservists residing in Hawai'i.
6. Active/retired Department of Defense (DoD) employees stationed at MCBH and residing in Hawai'i.
7. Active/retired DoD employees residing in Hawai'i.

(4) Other Priority Assignments

(a) A waitlist will be established for each type of mooring space: 20' Slip, 30' Slip, 40' Slip, mooring buoy, and dry mooring. Patrons are encouraged to submit a request for each type of mooring depending on vessel ownership or planned ownership.

(b) Upon completion of the Mooring Agreement, the patron will have 30 days to locate a privately owned vessel in the assigned mooring space. If the patron does not own a vessel within 30 days, the mooring assignment will be forfeited. The patron has one opportunity to forfeit a mooring and return to the waitlist. After the second time a Mooring Agreement is not completed, patron will fall to the bottom of the waitlist.

(c) To ensure private in-water berthing slips are available for active duty military assigned to MCBH, Pier #4 will be reserved for Priorities 1 and 2 patrons (20' Slips). Slips that remain vacant on pier #4 will be rented on a month-to-month basis in alignment with the priority categories. This will ensure that incoming assigned MCBH-housed military and incoming and outgoing Permanent Change of Station Marines have priority placement. Should the Marina receive a Mooring Agreement from an incoming Priority 1 or 2 patron, a written 30-day removal notice will be issued to the appropriate patron, based on a first-in-first-out basis.

(d) Private berthing in slips on Piers 1, 2, and 3 will be filled per the priority list in paragraph 4c(3).

(5) Establishing Mooring Agreement. Patrons must complete the Mooring Agreement (enclosure 1).

(a) Compliance: All vessels with Mooring Agreements must comply with the following provisions to remain in good standing:

1. 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.

2. Owners agree to maintain vessel liability insurance coverage as shown below:

BOAT LENGTH	AMOUNT OF LIABILITY INSURANCE
16-27 Feet	\$100,000
28-40 Feet	\$300,000
41-50 Feet	\$500,000
50+ Feet	\$1,000,000

a. Patrons will provide evidence that their insurance policy includes coverage for salvage costs and environmental risks, to include pollution remediation expenses.

b. The policy will name Headquarters Marine Corps (HQMC CMC/MR) and MCCA MCBH as additionally insured.

Certificates of insurance evidencing these requirements will be obtained prior to berthing or storing a boat and will be retained by the local MCCS activity. Patrons are required to provide proof of continued insurance coverage annually.

3. Owners are required to have vessel and trailer (if applicable) registered in the State of Hawai'i prior to placing either in a mooring space. Proof of vessel and trailer registration and safety check renewal(s) will be submitted upon renewal of the Mooring Agreement.

4. 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. Accounts in arrears for 90 days will be subject to a \$500 fine per month until outstanding balance is paid.

5. The monthly mooring fee is subject to change.

6. All dry storage areas are restricted to vessels, boats and watercraft, and corresponding trailers only. Other types of vehicles are not permitted.

(b) Reassignments. The Marina may, for good cause, reassign any vessel with 30 days written notice. 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, lease, or loan a mooring space subject to a Mooring Agreement.

(c) Termination of Agreement. A patron and MCCS may terminate a Mooring Agreement at any time with 30 days written notice to the other party. MCCS may immediately terminate a Mooring Agreement for the following reasons: (i) violating terms of the Mooring Agreement; (ii) failure to maintain good standing; (iii) public drunkenness; (iv) discarding/dumping hazardous materials; or (v) noncompliance with this Base Order. MCCS termination of a Mooring Agreement with a Patron is indefinite. In addition to terminating a Mooring Agreement(s), MCCS 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.

(d) Mooring Assignment. The Marina is responsible for proper execution of all Mooring Agreements and compliance with the

terms of the agreements. The Marina will manage the mooring assignment waitlists and assign mooring spaces in accordance with the established priority list.

d. Temporary Boat Mooring. This program is to provide authorized patrons with short-term mooring for their privately owned vessels. This program will not circumvent the established priorities of vessel mooring waitlists. All patrons must complete the MCCS Marina Transit Mooring Agreement (the "Transit Mooring Agreement") (enclosure 3).

(1) Transit Mooring. Transit mooring is authorized at MCCS Marina. Transit mooring is defined as the in-water berthing space assigned to the visiting patron's vessel by the Marina. Transit mooring may be assigned to MCBH mooring patrons who need temporary in-water mooring due to an emergency, or who are assigned to a mooring ball and need to temporarily berth after marina business hours.

(a) 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. MCCS may deny transit mooring to any patron who has previously failed to comply with this order or Marina rules and regulations.

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

(c) Duration. The term of a Transit Mooring Agreement will not exceed 14 consecutive nights for visiting authorized patrons and three consecutive nights for Mooring Agreement Holders.

(d) Assignment. A transit mooring berth will be assigned at the time of the request.

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

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(a) Eligibility. Only active-duty military patrons (Priorities 1 and 2) and authorized guests of the Command whose vessels are registered in their names are eligible for mooring hopping. All patrons must comply with marina rules and regulations.

(b) Fee. The MCCA fee for all types of transit mooring is determined by the Director, MCCA. All fees will be prepaid.

(c) 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.

(3) Temporary Parking for Mooring Patrons. Patrons with Mooring Agreements for dry storage or mooring balls that desire to park pier side may temporarily park at a Marina Pier per this section.

(a) Eligibility. Patrons with current Mooring Agreement.

(b) Fee. Patrons with monthly Mooring Agreements receive three complimentary nights. Additional nights will be charged at the transit mooring rate. All fees will be prepaid.

(c) Duration. Maximum of 14 days per month based on space availability and approval by the Marina.

(d) Assignment. All temporary assignments are made by the GM.

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

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

(a) A Patron may secure a reservation up to:

1. 60 Days - Active-Duty stationed MCBH.
2. 45 Days - All Other Active-Duty Military.
3. 21 Days - Retiree/reservists/VA/DoD employees.

Advance reservations must be paid in full at the time of reservation. Reservations may be cancelled/changed up to 48 hours without penalty. A credit will be provided in lieu of a refund for cancellations within 48 hours.

(b) Patrons must be licensed through the Marina prior to making a reservation. To be licensed, the patron must successfully complete an on-line instructional/licensing class and an on-the-bay orientation class for each type of vessel to be operated.

(c) Reservations will be held for 30 minutes after the designated time, the rental will then be released to the next patron on the waitlist who is physically present.

(d) Employees of Marina/OREC will follow all reservation requirements set forth in this Order and must pay applicable fees and charges for the use of all equipment. All employee reservations will be logged in the RecTrac point of sale system by a different Marina/OREC employee. Employees may not self check-in or check-out equipment they are renting.

(2) Safety and Special Instructions. All patrons must comply with the rules and regulations of the United States Coast Guard, the Hawai'i State Department of Land and Natural Resources Boating and Ocean Recreation Division, and this Base Order. These rules and regulations are available at the Marina and are as follows:

(a) Boating. It is the responsibility of the licensed boat operator to brief crew/guests on proper use of equipment and rules established and taught in the on-line instructional/licensing class and on-the-bay orientation class.

1. Licensed boat operators must complete an MCCA Marina Vessel Rental Agreement (the "Vessel Rental Agreement") (enclosure 4) prior to departing the dock.

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2. Licensed boat operators are financially responsible for all damage to MCCS equipment and for the safety and security of their crew/guests during the rental period.

3. Licensed boat operators should be familiar with navigational charts locating reefs and other marine hazards.

4. MCCS Rental Boats are restricted to operation within Kaneohe Bay. Departing Kaneohe Bay in an MCCS rental boat is a default of the Rental Agreement.

5. Each type of boat available for rent has a specific occupancy limit. Patrons will strictly obey the limitation on number of occupants for the boat rented.

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

7. 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.

8. All patrons using the Marina outdoor facilities are required to be responsible when consuming alcohol. Pursuant to reference (b), the MCO 1700.39 mandates:

a. Boat operators (motorized and self-powered) will not consume or be under the influence of alcohol during operations of MCCS boats. This includes boats that are underway, anchored, or docked.

b. Alcohol is prohibited aboard MCCS boats at all times.

(b) Violations. Management may terminate a Rental Agreement, deny future Rental Agreements, and suspend or revoke the license of any operator who fails to adhere to these rules.

(c) Weather. Wind conditions and inclement weather may require a recall of rental boats. Marina staff will personally contact rental patrons to recall rented vessels. Below are the levels of warning by the National Oceanic and Atmospheric

Administration Weather Service and the conditions they indicate.

1. No Warnings. All areas open for use. Wind condition 0-18 knots with light wave conditions prevailing in the bay.

2. Small Craft Advisories. Some areas of the bay may be restricted to use. Winds are expected to be 15-25 knots with moderate wave conditions. Recall of some marina boats, according to type of boat, may be required.

3. Gale Warnings. Bay is closed to boaters. Winds that are expected to be in excess of 30 knots with moderate to severe conditions. Recall of all vessels will occur.

4. Lightning Warning. All boats are recalled when lightning is in the area as determined by national/local radar satellite systems.

5. Hurricane Warning. An announcement that hurricane conditions (sustained winds of 74 mph or higher) are expected somewhere within the specified coastal area. Because hurricane preparedness activities become difficult once winds reach tropical storm force, the hurricane warning is issued 36 hours in advance of the anticipated onset of tropical-storm-force winds. Base has implemented a Tropical Cyclone Conditions of Readiness (TCCOR):

a. TCCOR 5: Destructive winds are possible within 96 hours - Observation and notification of staff and patrons.

b. TCCOR 4: Destructive winds are possible within 72 hours - Prepare facility and secure loose items.

c. TCCOR 3: Destructive winds are possible within 48 hours - Begin securing all vessels on land and prepare shuttering of operations.

d. TCCOR 2: Destructive winds are anticipated within 24 hours - Minimal staffing and finalizing shuttering of operations.

e. TCCOR 1: Destructive winds are anticipated within 12 hours - Operation is shuttered, only essential personnel on site.

f. OREC Rental and Operation. This program is to provide OREC equipment for private parties, camping, games, and water-sports.

(1) A patron may secure a reservation up to 60 days in advance of the date of rental. Advance reservations must be paid in full at the time of reservation. Reservations may be cancelled/changed up to 48 hours without penalty. A credit will be provided in lieu of a refund for cancellations within 48 hours.

(2) Campsites are for recreational use and not for residence. The maximum stay is 14 days. This maximum may be extended by the Director, Recreation, if vacancy exists and the extension is not detrimental to MCCS or MCBH. Campsites must be vacated prior to noon (1200) on the day of departure.

(3) All OREC rental items will be checked prior to being issued and upon return.

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

(5) Patrons are responsible for the proper use and care of rented items.

(6) 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.

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

(8) USE OF NONAPPROPRIATED FUND (NAF) ASSETS TO SUPPORT EVENTS (the "MCCS NAF Asset Support Policy") (enclosure 5): This policy provides guidance for the use of NAF assets in support of unit-sponsored events, official command ceremonies, Appropriated Fund (APF) events, Non-Federal Entities (NFE) events, and other events conducted by authorized patrons, other MCCS programs, and units. All gear in support of Unit/Family Readiness (UFR) Events and Return Reunions will receive a 50 percent discount. The unit

will have access to all Outdoor Recreation Inventory. The request must be submitted by the DRC or SNCO or higher.

(9) Employees of the Marina will follow all reservation requirements set forth in this Order and must pay applicable fees and charges for the use of all rented equipment. Employee reservations will be logged in the RecTrac point of sale system. All employee reservations will be logged in the RecTrac point of sale system by a different Marina/OREC employee. Employees may not self check-in or check-out equipment they are renting.

g. 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 the Military Police Department; vehicle may be ticketed and/or impounded as abandoned. The area along the fence line bordering 101 Helo-pad is designated as a MCCA owned boat/trailer storage.

5. Administration and Logistics

a. The point of contact for information and procedures is the Marina General Manager at (808) 254-7668.

b. Records Management. Records created as a result of this Order shall be managed according to National Archives and Records Administration approved dispositions per SECNAV Notice 5210 and SECNAV M-5210.1 to ensure proper maintenance, use, accessibility and preservation, regardless of format or medium. Refer to MCO 5210.11F for Marine Corps records management policy and procedures.

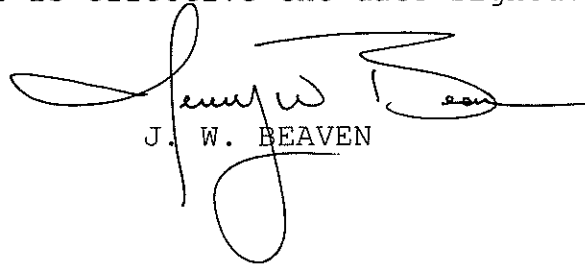
c. Privacy Act. Any misuse or unauthorized disclosure of Personally Identifiable Information (PII) may result in both civil and criminal penalties. The Department of the Navy (DON) recognizes the privacy of an individual is a personal and fundamental right that shall be respected and protected. The DON's need to collect, use, maintain, or disseminate PII about individuals for purposes of discharging its statutory responsibilities will be balanced against the individuals' right to be protected against unwarranted invasion of privacy. All collection, use, maintenance, or dissemination of PII will be per the Privacy Act of 1974, as amended (5 U.S.C. 552a) and implemented per SECNAVINST 5211.5F.

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6. Command and Signal

a. Command. This Order is applicable to MCBH and tenant commands.

b. Signal. This Order is effective the date signed.



J. W. BEAVEN

DISTRIBUTION: A

MCCS MARINA MOORING AGREEMENT

1. **Parties.** This MCCS Marina Mooring Agreement (hereafter the “Agreement”) is entered into on ____ day of _____ (month/year), between (Name, Rank, Branch of Service, hereafter “Owner”) and the Marine Corps Community Services (hereafter “MCCS”), located at Marine Corps Base Hawaii (MCBH), Kaneohe Bay. The Owner certifies ownership of the vessel described in Attachment A and accepts full responsibility for any authorized user of the vessel to follow the terms of this Agreement and the rules and regulations of the MCCS Marina and MCBH Order 1710.2.

2. **Scope of Agreement.** Pursuant to this Agreement, MCCS grants Owner the right to use one mooring space, to moor one vessel or watercraft at the MCCS Marina located on MCBH (the “Marina”) for the term in section 5 below. The term "mooring" includes private berthing in a slip, dry storage, mooring buoys and pier side mooring, unless otherwise indicated. This Mooring Agreement assigns and covers **Space#** _____ (the “assigned mooring space”).

No person shall tie up to any slip, bulkhead or mooring at the Marina without executing an Agreement, providing a valid documentation of vessel registration and liability insurance coverage and making required payment. The valid vessel registration must match the Owner signing the Agreement. By doing so, the Owner receives an assigned mooring space pursuant to the terms and conditions of this Agreement upon receipt of a completed and signed copy of the Agreement. Assigned mooring space is not transferable. Owner agrees to give MCCS prior notice regarding any departures and return dates, when the length of vacancy is for 24 hours or longer. Owner signing the Agreement must be the primary user(s) of the vessel. Owner will make no alterations whatsoever to the assigned mooring space or MCCS property. No maintenance work or repair of Vessel is permitted in pier areas or the Marina without prior approval from the Marina Manager.

3. **General Terms and Conditions and Owner and Vessel Information.** The General Terms and Conditions of this Agreement and required Owner and vessel information are provided in **Attachment A** and are hereby incorporated by reference into this Agreement including any subsequent revisions thereto. The vessel described in attachment A is hereafter the “Vessel.”

4. **Marina Rules and Regulations.** The Marina Rules and Regulations are provided in **Attachment B** and are hereby incorporated by reference into this Agreement including any subsequent revisions thereto.

5. **Term.** This Agreement commences on _____ for monthly occupancy of the assigned mooring space in Section 2 above and will continue on a month to month basis (the “Term”) unless terminated as hereinafter provided. Owner acknowledges and agrees that the Term of this Agreement is dependent upon the General Terms and Conditions included in Attachment A.

6. **Mooring Fees and Charges.** Owner acknowledges and agrees to pay all fees and charges detailed in Attachment A and acknowledges and agrees that the currently monthly fee for use of the assigned mooring space is \$ _____. The fee includes use of the space, water, and

electricity and is subject to change at any time with a written 30 day notification (the “Fee”). Owner will comply with the provisions of Section 1 of Attachment A and prepay the first month Fee to MCCA prior to locating the Vessel in the assigned mooring space.

7. **Rules, Regulations and Use.** Owner agrees to be bound by and comply with the General Terms and Conditions provided in **Attachment A**, the Marina Rules and Regulations provided in **Attachment B**, and the MCBH Order 1710.2 and these documents in their entirety are made a part hereof. Attachments A and B were made available to the Owner when executing this Agreement and may be changed from time to time by MCCA in its sole discretion. Any amendments or changes to the Attachments will be provided to the Owner and incorporated herein. In addition to the Marina Rules and Regulations, the following apply to this Agreement:

MCCA is not responsible for the security and/or safekeeping of the Owner’s vessel or personal property thereon while moored at the Marina at any time.

Owner, their 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 the MCCA for general Marina applicability, including those relating to conditions of eligibility and priority for continued occupancy of mooring space within the Marina, and to safety, and sanitation, and the general welfare of Marina users.

If any deliberate act or omission by Owner, any of their family, guests, employees, agents, visitors or licensees shall result in any damage to or loss or destruction of any MCCA property; Owner shall promptly repair or replace such property or pay MCCA an amount of money sufficient to compensate it for the loss or damage sustained, as MCCA shall elect and determine.

Owner will permit MCCA and Government officers, agents and employees to enter the Vessel mooring space at all reasonable times, for any purpose not inconsistent with Owner’s quiet use and enjoyment thereof; including, but not limited to, for the purpose of inspection and repair of MCCA property.

Owner will not do or permit anything to be done in the Vessel or the assigned mooring space, or bring or keep anything thereon, which will in any way: (i) constitute a fire hazard; (ii) violate any rules and regulations prescribed by the installation relating to fire prevention; (iii) is considered a hazardous material or hazardous material handling; (iv) is immoral, illegal or a criminal act.

8. **Insurance.** Owner agrees to maintain liability insurance coverage on the Vessel in full force and affect for the Term of the Agreement in an amount required by the table below and covering the requirements of paragraphs a and b below.

PRIVATELY OWNED VESSEL INSURANCE REQUIREMENTS

BOAT LENGTH	AMOUNT OF LIABILITY INSURANCE
16-27 Feet	\$100,000
28-40 Feet	\$300,000

41-50 Feet	\$500,000
50+ Feet	\$1,000,000

a. Owner's liability insurance policy is required to include coverage for salvage costs, environmental risks, including pollution remediation expenses.

b. The Owner's liability insurance policy will name Headquarters Marine Corps (HQMC CMC/MR) and MCCA MCBH as additional insured parties.

Owner will submit certificates of insurance to MCCA evidencing the requirements of this Insurance section prior to mooring the Vessel in the assigned mooring space and MCCA will retain the insurance documents for the Term of the Agreement. During the Term of this Agreement, Owner is required to provide annually proof that all insurance is properly renewed meeting the requirements of this Insurance section and has not lapsed or expired. Owner acknowledges and agrees that a failure to maintain the required liability insurance on the Vessel and provide proof of all insurance renewals will result in a monthly fine or termination of this Agreement for default.

Insurance Company Name: _____

Policy No.: _____

9. **Registration.** Owner is required to submit a copy of the Vessel's State of Hawaii registration and/or documentation of registration and any renewals to the General Manager (GM) on or before the Effective Date of the Agreement. Owner is required to maintain current Vessel registration at all times during the Term of this Agreement. Owner agrees and understands that failure to maintain and provide proof of all required registration renewals will result in a monthly fine of \$500 per month after 30 days and/or termination of this Agreement for default.

Hawaii Registration Number: _____ **Expiration Date:** _____

10. **Trailer Registration, State of Hawaii Safety Check.** Owner is required to submit a copy of their State of Hawaii Safety Check documentation for any trailer used in conjunction with this Agreement and any renewals to the GM on or before the Effective Date of the Agreement. Owner agrees to maintain trailer Safety Check at all times during the Term of this Agreement. Owner agrees and understands that failure to maintain and provide proof of all required registration renewals will result in a monthly fine or termination of this Agreement for default.

11. **Foul Weather.** Owner agrees that it is not relying in any way upon the skill or intervention of MCCA or Marina staff to protect the Vessel should foul or dangerous weather threaten to damage, or damage the Vessel. Owner shall follow all Marina rules and regulations regarding foul weather operations to include the weather provisions of MCBH Order 1710.2.

12. **Termination and Relocation of Vessel.** MCCA reserves the right to change existing mooring assignments at the Marina at its sole discretion, and to terminate this Agreement for any violation of its terms. This Agreement may be terminated as follows:

a. *Mutual Termination.* This Agreement may be terminated at any time by mutual written consent of MCCA and the Owner.

b. *Termination by Written Notice.* Either party may terminate this Agreement by providing written notice to the other party at least 30 days in advance of the intended termination date. This 30 day written notice requirement will not apply to termination by mutual consent, for default or violations of the Agreement, or for default involving discarding hazardous materials.

c. *Termination by MCCA:*

(1) For cause. MCCA may immediately terminate this Agreement unilaterally for cause if the Owner violates any terms or conditions of this Agreement or its incorporated obligations in the attachments. MCCA may immediately terminate this Agreement unilaterally for cause if the Owner or his/her family members, or guests discharges, discards or dumps any hazardous materials at the Marina, 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, or sandpaper sawdust.

(2) Not for cause. MCCA retains the right to terminate this Agreement without cause, at any time, by providing the written notice in paragraph b above. Nothing in this Section shall waive any other right of the MCCA under this Agreement, at law, equity or admiralty.

(3) Removal. Owner is solely responsible for removing the Vessel from the Marina area and returning any MCCA property (i.e., dock key, dock box, etc.) by the termination date. If the Owner fails to remove the Vessel and equipment from the assigned mooring space after the termination or expiration of this Agreement, MCCA shall be entitled to:

(a) Remove the Vessel and store or re-dock the Vessel at any location in any commercially reasonable manner, all at the expense and on the account of the Owner, and until all the Owner's fees and charges are brought current;

(b) Lock the Vessel in place until all the Owner's fees and charges are brought current;

(c) Charge the owner the current transit mooring rate per day and any applicable penalties or fines for so long as the Vessel remains in the Marina until all the Owner's fees and charges are brought current;

(d) Exercise any other right MCCA shall have at law, equity, or admiralty;

(e) Any combination of any or all remedies set forth in this Section 12 or the Attachments.

d. *Termination by Owner.* Owner shall give MCCA thirty (30) days written notice of intended termination date and departure from the Marina. No termination by Owner shall be effective until MCCA has been paid all amounts owed to MCCA pursuant to the Agreement.

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

13. **Abandoned Property.** The Owner agrees and understands that upon termination of this Agreement for any reason, the Owner is required to immediately remove the Vessel and all of the Owner's personal property from the Marina in its entirety. The Owner's failure to remove the Vessel or any other personal property will result in the Owner being obligated to pay MCCA for all costs related to removal and disposal of Owner's property abandoned at the Marina. MCCA will charge all costs of removal and disposal of the abandoned property to the Owner. If, after proper notice to Owner, MCCA elects in its sole discretion to sell the abandoned property of Owner, MCCA will keep all sale proceeds to satisfy Owner's balance owed, its costs and any remaining balance for its general fund.

14. **Default.** The Owner is in default on this Agreement if the Owner fails to comply with the terms of this Agreement including violation of the Marina's rules and regulations during the Term of this Agreement. Upon Owner default, MCCA shall have all remedies set forth in Section 12.c. above and Attachments A and B. MCCA in its sole discretion may elect to immediately terminate this Agreement if the facts and circumstances related to Owner's default warrant immediate termination and removal of the Vessel from the assigned mooring space and prior notice to Owner would inhibit MCCA from taking appropriate action. All disputes will be resolved pursuant to the disputes clause in Attachment A.

15. **Owner Release of MCCA.** Owner hereby releases MCCA from any claim or demand of any nature arising out of damage to or loss or destruction of Owner's vessel or property, occasioned by theft, vandalism, fire, rain, water or any other cause. Any acts of theft or vandalism to Owner's Vessel or property while moored at the Marina shall be immediately reported to the Provost Marshall Office at MCBH, Kaneohe Bay.

16. **Indemnification.** Owner expressly undertakes and agrees to indemnify and hold harmless the MCCA activity, its officers, agents and employees from all liability or claim for any loss or damage or injury to the person or property of owner or any third person which shall occur from any cause whatsoever while in or upon the assigned mooring space, or shall be occasioned by any use or misuse of the assigned mooring space, or shall be occasioned by any use or misuse of the assigned mooring space, except loss, damage, or injury caused solely by a negligent act or omission of an MCCA officer, agent, or employee engaged in the maintenance and operation of the Marina. Owner agrees to hold MCCA harmless, indemnify and defend it from any claims of any person, including other owners of property or vessels at the Marina, arising out of this Agreement or the Vessel being docked or moored at the Marina, and further agrees to be responsible to MCCA for damage to the MCCA Marina, facilities or property arising out of this Agreement or any appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.

17. **Failure to Enforce Not a Waiver.** The failure by MCCA to insist upon the strict performance of any provision of this Agreement by the Owner, or the failure by MCCA to exercise its rights upon a Default by the Owner shall not constitute a waiver by MCCA of its right to insist and demand strict compliance by the Owner with the provisions of this Agreement.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties.

19. **Severability.** In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

20. **Notice.** Any notice required to be given to the Owner shall be deemed sufficient if sent to the email and mailing address provided by Owner to MCCA in Attachment A to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below (the date of MCCA signature is the "Effective Date" as used in this Agreement).

Owner SIGNATURE: _____ *Date:* _____

(Please print name)

Spouse SIGNATURE: _____ *Date:* _____

(Please print name)

MCCA SIGNATURE: _____ *Date:* _____

(Please print name) MCCA General Manager

GENERAL TERMS AND CONDITIONS & OWNER INFORMATION

OWNER/SPOUSE:

Name: _____ Email: _____

Spouse: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (Cell) _____ (Work) _____

VESSEL:

Name: _____ Hawaii Registration # _____

Manufacturer: _____ Make: _____

Model: _____ Year: _____ Length: _____ Beam: _____

1. Mooring Fee. Owner agrees to pay the monthly mooring fee (the “Fee”) and/or any fines via automatic bank draft or recurring charge to credit or debit card account. The Fee includes use of common area facilities. The first and last month mooring Fee will be pro-rated if less than one full month (The Fee will be pro-rated by dividing the monthly Fee by 30 and multiplying by 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 double the monthly Fee will be assessed. The monthly mooring fee is subject to change and is set by the Director, Marine Corps Community Services (MCCS), Marine Corps Base Hawaii (MCBH) in compliance with MCO 1700.39. Owner is responsible for all fees even when the assigned mooring space is being used by another person or by MCCS Marina on a temporary basis. Owner is responsible to keep their account with MCCS current. Owner understands and agrees that a delinquent account will result in MCCS doubling the mooring Fee for the first three months (90 days) an account is delinquent (the “Delinquent Mooring Fee”). After 90 days of delinquency, MCCS will charge Owner a fine of \$500 per month in addition to the Delinquent Mooring Fee until the Owner pays MCCS all outstanding fees and charges on their account.

2. Mooring Slip Assignment. MCCA reserves the right to assign and/or reassign slip(s) to Owner. An assignment of mooring space will not be considered permanent. The GM may, for good cause, reassign any vessel with due and proper notice. Owner understands and agrees the United States Government owns the MCCA 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 GM. Only bona fide MCCA patrons stationed/residing in Hawaii who are legally registered as the vessel's Owners are eligible to moor vessels in the MCCA 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 waitlist 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. Mooring spaces are assigned in the following priority:

PRIORITY	PATRON ELIGIBILITY
1	Active duty stationed and residing on MCBH.
2	Active-duty Marines stationed and residing in Hawaii. All other Active-duty Military stationed at MCBH.
3	Active-duty Military stationed and residing in Hawaii.
4	Retired Marines and Marine Reservists residing in Hawaii.
5	Retired Military/VA/Reservists residing in Hawaii.
6	Active/retired Department of Defense (DoD) employees stationed at MCBH and residing in Hawaii.
7	Active/retired DoD employees residing in Hawaii.

This Agreement 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 GM approval and under no circumstances hold more than two mooring agreements.

3. Vessel/Equipment Removal. The GM may order an owner to remove a vessel, trailer, dolly or other equipment from Marina property at the expense of the Owner by providing a 30-day written notice prior to removal. Owner's failure to remove will result in a \$500 fine per month until vessel/equipment is removed.

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 that reflect adversely on the United States Marine Corps (USMC), MCBH and MCCA.
5. Sale of Vessel. Should an Owner sell, transfer or convey title to the Vessel moored pursuant to this Agreement, Owner agrees to immediately notify MCCA (no later than five days from the date of conveyance) of such sale and change of Ownership. A Mooring Agreement is with the named patron and not the moored vessel. A sale of the Vessel covered by this Mooring Agreement will result in the new owner having to go through the mooring eligibility process and completing a new Mooring Agreement. Upon such transfer or conveyance, the Vessel must be removed from the MCCA Marina immediately unless the new Owner is an authorized MCCA patron, the new Owner desires to moor the Vessel at the MCCA Marina and mooring space is available. The assigned mooring assignment is not transferable. Based on the new Owners priority and space availability, the GM will reassign the Vessel to another mooring location. An Owner, upon written request and approved by the GM, 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 prior to signing this Agreement. Should any condition be noted requiring repair or other action to rectify, the Owner agrees to immediately notify MCCA. Owner will permit MCCA 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 MCCA for loss or damage to the Marina premises caused by deliberate or negligent act or omission of the Owner or his/her family, guests, employees, agents, visitors or licensees.
7. Liability. MCCA is not liable for damages to Owner's property due to fire, storm, theft, vandalism, wind, acts of God and/or any unpredictable force. Owner acknowledges and agrees that MCCA has no obligation to take action to protect or limit damage to the Owner's Vessel and/or personal property and is not responsible for the protection and security of Owner's Vessel and/or personal property.
8. Indemnification. Owner indemnifies and holds harmless MCCA, MCBH, USMC and the United States Government, its officers, agents, employees and volunteers 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 incurred or sustained by Owner as a result of MCCS collecting any fees or monies due under this Agreement. Owner will also indemnify and hold harmless MCCS, MCBH, 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 GM Maria/Outdoor Recreation. The GM will resolve a dispute by issuing a written final decision to the Owner via e-mail and mailed to the owner at the address listed on the Agreement. The GM's decision will be final and conclusive unless within 45 days from the date of the Owner's receipt of the GM final decision, Owner mails or otherwise furnishes the GM a written appeal (two copies) addressed to the Director, MCCS, MCBH. The Director, MCCS will issue a final decision that will conclude the matter and not be 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 GM'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.

11. Vessel Upkeep. Vessels must be kept in seaworthy and good working condition. Marina Manager reserves the right to fine or revoke assigned mooring space privileges to any vessel deemed not seaworthy and generally not in good operable marine condition. All vessels located in water moorings are required to pass an MCCS inspection annually documented by the Inspection Report. When Owner's Vessel fails an Inspection Report, Owner acknowledges and agrees that it has 30 days to correct the failing items identified in the Inspection Report. If the Owner does not obtain a passing Inspection Report for the Vessel after 30 days of initial inspection, then they are in default and subject to termination of the Mooring Agreement. Failure of this inspection and subsequent failure to address discrepancies after 30 days of inspection will result in a monthly \$500 fine and will lead to termination of agreement.

12. Temporary Vessel Mooring. This program is to provide authorized patrons with short-

term mooring for their privately owned vessels while they are stationed at MCBH. This program will not circumvent the established priorities of vessel mooring waitlists. All patrons must complete the MCCA Marina Transit Mooring Agreement (the "Transit Mooring Agreement") (enclosure 3).

a. Transit Mooring. Transit mooring is authorized at MCCA Marina. Transit mooring is defined as the in-water berthing space assigned to the visiting patron's vessel by the GM. Transit mooring may be assigned to MCBH mooring patrons who are in need of temporary in water mooring due to an emergency or who are assigned to a mooring ball and need 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 MCCA Marina on a first-come, first-served basis. All patrons must comply with MCCA Marina rules and regulations. MCCA in its sole discretion may deny eligibility for transit mooring to any patron who has previously failed to comply with this order or Marina rules and regulations.

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

(3) Duration. The term of a Transit Mooring Agreement will not exceed (i) 14 consecutive nights for visiting authorized patrons and (ii) three consecutive nights for Mooring Agreement Holders.

(4) Assignment. A transit mooring berth will be assigned by the GM at the time of the request.

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

(1) Eligibility. Only active duty military patrons (priorities 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 waitlist.

(2) Fee. The MCCA fee for all types of transit mooring is determined by the Director, MCCA. 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. Patron's with Mooring Agreements for dry storage or mooring balls that desire to park pier side may temporarily park at a Marina Pier per this section.

(1) Eligibility. Patron's with current Mooring Agreement.

(2) Fee. Patrons' with monthly Mooring Agreements receive three complimentary nights. Additional nights will be charged at the transit mooring rate. All fees will be prepaid.

(3) Duration. Maximum of 14 days per month based on space availability and approval of the GM.

(4) Assignment. All temporary assignments are made by the GM.

I have read, understand and accept these General Terms and Conditions as stated above. I further understand any infraction of these provisions will be just cause for immediate termination of the MCCA Marina Mooring Agreement.

Owner Name (Please Print)

General Manager Name (Please print)

Owner Signature

General Manager Signature

Date: _____

Date: _____

Spouse Name (Please Print)

Spouse Signature

Date: _____

MARINA RULES AND REGULATIONS

1. Vessel Owners will be solely responsible for the safe mooring of their Vessels 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 Vessel), spring line(s) and a stern line. All Vessels assigned to buoy moorings are required to have a minimum of two mooring lines, both thimble 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:

Max Length	20'	25'	30'	40'
Max Beam	7'	8'	9'	10'
Min Line Size	3/8"	1/2"	1/2"	5/8"

***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, Vessel Owners not having proper or sufficient lines, or lines that need replacing, will be notified. Anyone notified will then have 30 days to correct the deficiency. Deficiencies not corrected within 30 days will be fined \$500 per month or have their Agreement terminated.

2. The length of the Vessel is determined by Length Overall (LOA) excluding bow pulpit (which is often referred to as Length on Deck (LOD). The maximum length for Vessels in slips with 20' dock fingers is 24'; the maximum length for Vessels in slips with 30' dock fingers is 34'; the maximum length for Vessels in slips with 40' dock fingers is 44'. The maximum length for Vessels 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 allowed in the dock/storage area(s) are APPROVED DOCK BOXES, APPROVED VESSEL 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, Vessels (dinghies), tanks, barbecues, supplies, satellite dishes and antennas, are strictly prohibited. Owners are to insure that when work is performed on and around the dock/storage area(s), the area will be free from any HAZARDOUS MATERIAL at the end of the day. Hazardous material includes, but are 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 dock/storage area(s) or surrounding areas caused by the Owner, the Owner's family members, or guests and workers hired by the Owner, will be documented. 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 MCCA Marina staff for proper disposal sites aboard MCBH. The MCCA Marina IS NOT an authorized hazardous materials handling center. Failure to comply with any and all of the above rules will result in a minimum monthly fine of \$500 until all discrepancies have been rectified or termination of Owner's Mooring Agreement.

4. Electrical shore power cords will be approved Marine quality #10 three-strand wire. THE USE OF EXTENSION CORDS IN THE MARINA DOCK AREA IS STRICTLY PROHIBITED. Battery chargers will not be used on Vessels moored unless both battery terminals are first disconnected.

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

6. Fishing and swimming from the MCCA 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 MCCA Marina are made of wood/concrete/aluminum and therefore shoes or appropriate foot protection must be worn at all times. No running, jumping or horseplay is permitted on the docks. MCCA assumes no responsibility for injuries to Owners and their guests in the MCCA 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 MCCA Marina area in the sole discretion of the Marina Manager. The Owner will be fully responsible for their pet on the Marina premises and will be responsible for immediate cleanup of any "mess" left by the animal. All pets in the MCCA Marina area will be licensed.

10. Owners must immediately remove vessels sold to new Owners. If the new Owner is an authorized patron, they are responsible to sign up for the Marina Boat Storage wait list.

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 MCCA 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 MCCA Marina premises. Owner accumulation of oily or flammable wastes that may constitute a FIRE HAZARD is prohibited. Upon reasonable notice provided by MCCA 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 Vessel 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 Vessel repair or maintenance in the MCCS Marina area. All such work will be performed adjacent to Building 1698. Such workers include mechanics, Vessel repairers, Vessel 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 provide proof of insurance. MCCS Marina employees are not authorized to provide such services to any patron at any time. MCCS Marina is not responsible for gate access or sponsoring of Owners contractors/workers.

13. No alterations, additions or improvements will be added to or attached to any dock or slip by any Owner.

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.

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 Operations Assistant not later than 30 days after previous year's expiration. Failure to provide such proof of current Vessel registration or provide out of state permit for vehicle registration will result in a \$500 per month fine or 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. 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 management 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 MCCA 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 MCCA 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. Barbecues and other open-flame devices are not allowed on the MCCA Marina docks or immediate area where there are Vessels moored.
21. No fueling or transferring of fuel is permitted on the docks except by MCCA Marina personnel.
22. 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.
23. Owner is not permitted to conduct any commercial activity to include but not limited to Vessel sales, marine gear sales, marine equipment promotions, schools, camps and charter fishing or sightseeing, charter activities are permitted. Any violation will result in immediate termination of the Mooring Agreement.
24. 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.
25. 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.
26. No Owner may live aboard a vessel moored at MCBH, Kaneohe Bay. Vessel Owners are not permitted to remain on their Vessel more than three (3) consecutive nights while the vessel is located in its mooring space. Overnight stays may be monitored to ensure that regular, reoccurring three (3) night stays do not indicate a live aboard status.
27. Owners will ensure information provided in Attachment A, Owner Information/General Terms and Conditions of this Agreement is current at all times.

MCBHO 1710.2
8 May 24

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)

General Manager Name (Please Print)

Owner Signature

General Manager Signature

Date: _____

Date: _____

Spouse Name (Please Print)

Spouse Signature

Date: _____

MCBHO 1710.2
8 May 24

MCCS MARINA VESSEL INSPECTION REPORT

Date _____ Owner _____

Vessel Name _____ RED/DOC# _____ Exp. Date _____

Registered Documented Use _____

Description Of Vessel _____

Propulsion: _____

Radio-Type(s) & Call Sign _____ EPIRB ABOARD _____

Each item shall meet applicable U.S. coast Guard Standards

INSPECTION ITEM	PASSED	NOT PASSED	N/A	REMARKS
CERTIFICATE/DOCUMENT ABOARD				
REG/DOC.PROPERLY DISPLAYED				
Mfg'S SER.NO DISPLAYED				
SAFETY EQUIPMENT				
PFD'S				
VISUAL DISTRESS SIGNAL				
HORN,WHOSTLESIGNAL				
PLACECARDS, TRASH,OIL				
FIRE EXTINGUISHER				
PROPER LIGHTS				
BILGE PUMPLING DEVISE				
OIL IN BILGE				
OIL ABSORBANT PADS OPERATIVE				
OTHERFUEL PROPERLY VENTED				
PROPULSION				
ENGINE ABOARD				
ENGINE OPERATIVE/APPROP SIZE				
BACKFIRE FLAME ARRESTER				
ENGINE COMPARTMENT VENTILATED				
FUEL COMPARTMENT VENTILATED				
EXHAUST SYSTEM				
RIGGING OPERATIVE				
APPRPRIATE SAILS ABOARD				
MARINE SANITATIN DEVICE ABOARD				
HOLDING TANK TYPE				
FLOW THROUGH				
PROPERLY INSTALLED				
ADEQUEST STEERING/RUDDER OPER.				
HULL/PROP/RUDDER CLEANING FOR USE				
UNSECURED				
OPENINGS/HULLL/DECK/CAB				
RECONSTRUCTION.SURVEY.INSURANCE				
CHAFE GEAR				
GENERAL APPEARANCE				
REASONABLE CLEANLINESS				

Comments _____

Enclosure (2)

MCBHO 1710.2
8 May 24

I inspected the vessel described on the of this form on _____ at _____ am/pm at MCBH. I have observed the vessel described on the of this form, moved by its own propulsion (POWVER/SAIL), at ad adequate speed indicating that the vessel was in good operation condition, from MCBH to

_____, the route designated by the harbor agent for this vessel. I have personally inspected every item on the checklist on the front for this vessel with the requirements contained in the MCBH Marina rules. I further certify that the vessel's length (end to end over deck :LOD) is _____ feet _____ in: and overall length (including extension such as bow sprit LOA) is _____ feet ____ inched.

Inspector: _____

Enclosure (2)

MCCS MARINA TRANSIT MOORING AGREEMENT

1. **PARTIES.** This Transit Mooring Agreement (hereafter the “Agreement”) is entered into on ____ day of _____ (month/year), between _____ (Name, Rank, Branch of Service, hereafter “Owner”) and the Marine Corps Community Services (hereafter “MCCS”). The Owner(s) certify ownership of the vessel described below and accept full responsibility for any authorized user of the vessel to follow the terms of this Agreement and the rules and regulations of the MCCS Marina and Marine Corps Base Hawai‘i Order 1710.2.

2. **OWNER AND VESSEL INFORMATION**

a. _____
Owner Address, Phone Number, and email

b. _____
Description of vessel: (Make, Model, Length, Color and description) (the “Vessel”)

c. **Hawaii Registration No.:** _____ **Expiration Date:** _____

d. **Insurance Company & Policy No.:** _____
**** A certificate of insurance proving required coverage must be provided to MCCS at the signing of this Agreement. ****

3. **LIMITATIONS ON USE.** Pursuant to this Agreement, MCCS grants Owner the right to temporary mooring space for the Vessel at the MCCS Marina located on Marine Corps Base Hawai‘i (the “Marina”) for the term in section 4 below. The temporary space is for Transit Stall # _____ (If applicable, currently in Boat Storage Lot/No. ____) . No person shall tie up to any slip, bulkhead or mooring at the Marina without executing an Agreement, providing a valid boat registration and making payment in full. The valid boat registration must match the Owner signing the Agreement. By doing so, the Owner acquire a temporary transit mooring space by receiving a completed and signed Agreement. A transit mooring space is not transferable. Owner agrees to give MCCS prior notice regarding any departures and return dates, when the length of vacancy is for 24 hours or longer. Owner signing the Agreement must be the primary user of the vessel. Owner will make no alterations whatsoever to the transit mooring space assigned or MCCS property. No maintenance work or repair of Vessel is permitted in pier areas or the Marina without prior approval from the Marina Manager.

4. **TERM.** This Agreement commences on _____ and terminates on _____, unless sooner terminated as hereinafter provided. This Agreement will not exceed 14 consecutive nights for visiting authorized patrons or three consecutive nights for patrons with a Marina Mooring Agreement.

5. **TRANSIT MOORING FEE**. The fee for transit mooring is \$15.00/day times the total number of days. The fee for this Agreement is \$15.00 x ____ days = _____ (the "Transit Fee") and is **nonrefundable**. If the Owner has a current Mooring Agreement, then Owner may elect to use up to three (3) days (\$45) credit against the Transit Fee and is responsible for the daily fee for each day thereafter. Owner will prepay the **nonrefundable** Transit Fee to MCCS prior to locating vessel in the assigned transit mooring space.

6. **RULES, REGULATIONS AND USE**. Owner agrees to be bound by and comply with the Marina Rules and Regulations and the Marine Corps Base Hawaii Base Order 1710.A and these documents in their entirety are made a part hereof. The Marina Rules and Regulations are available to the Owner when executing this Agreement and may be changed from time to time by MCCS in its sole discretion. In addition to the Marina Rules and Regulations, the following rules apply:

a. MCCS is not responsible for the security and/or safekeeping of the Owner's vessel or personal property thereon while temporarily moored at the Marina at any time.

b. Owner, their 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 the 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, and sanitation, and the general welfare of Marina users.

c. If any deliberate act or omission by Owner, any of their family, guests, employees, agents, visitors or licensees shall result in any damage to or loss or destruction of any MCCS property; Owner shall promptly repair or replace such property or pay MCCS an amount of money sufficient to compensate it for the loss or damage sustained, as MCCS shall elect and determine.

d. Owner will permit MCCS and Government officers, agents and employees to enter the Vessel mooring space at all reasonable times, for any purpose not consistent with Owner's quiet use and enjoyment thereof; including, but not limited to, purpose of inspection and repair.

e. Owner will not do or permit anything to be done in the Vessel temporary mooring space, or bring or keep anything thereon, which will in any way: (i) constitute a fire hazard; (ii) violate any rules and regulations prescribed by the installation relating to fire prevention; (iii) is considered a hazardous material or hazardous material handling; (iv) is immoral, illegal or a criminal act.

7. **FOUL WEATHER**. Owner agrees that it is not relying in any way upon the skill or intervention of MCCS or Marina staff to protect the Vessel should foul or dangerous weather threaten to damage, or damage the Vessel. Owner shall follow all Marina rules and regulations regarding foul weather operations.

8. **RELOCATION AND TERMINATION.** MCCA reserves the right to change existing temporary mooring assignments at the Marina at its sole discretion, and to terminate this Agreement should the terms under which it is issued be violated.

a. **Termination by MCCA**

(1) **For Cause.** MCCA may terminate this Agreement for cause if the Owner violates any terms or conditions of this Agreement or its incorporated obligations. MCCA may immediately terminate this Agreement unilaterally for cause if the Owner violates any terms or conditions of this Agreement. Owner must remove the Vessel from the temporary mooring space prior to the end of the notice period.

(2) **Not for Cause.** MCCA retains the right to terminate this Agreement without cause, at any time, upon three (3) days written notice to the Owner. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to the Owner, and Owner shall remove the Vessel by the termination date so noticed. Nothing in this paragraph shall waive any other right of the MCCA under this Agreement, at law, equity or admiralty.

(3) **Removal.** If the Owner fails to remove the Vessel and equipment from the temporary mooring space after the termination or expiration of this Agreement, after proper notice of same MCCA shall be entitled to:

(a) Remove the Vessel and store or re-dock the Vessel at any location in any commercially reasonable manner, all at the expense and on the account of the Owner, and until all the Owner's fees and charges are brought current;

(b) Lock the Vessel in place until all the Owner's fees and charges are brought current;

(c) Charge the owner the current transient rate per day and any penalty or fine for so long as the Vessel remains in the Marina until all the Owner's fees and charges are brought current;

(d) Exercise any other right MCCA shall have at law, equity, or admiralty;

(e) Any combination of any or all remedies set forth in this paragraph 8.

b. **Termination by Owner.** Owner shall give MCCA three (3) days written notice prior to any early departure.

9. **DEFAULT.** If the Owner fails to comply with the terms of this Agreement including violation of the Marina's rules and regulations during the term of this Agreement, MCCA shall have all remedies set forth in paragraph 8.a. above. MCCA in its sole discretion may elect to immediately terminate this Agreement for default if the facts and circumstances warrant immediate

termination and removal of the Vessel from the temporary mooring space and prior notice to Owner would inhibit MCCA from taking appropriate action.

10. **OWNER RELEASE OF MCCA.** Owner hereby releases MCCA from any claim or demand of any nature arising out of damage to or loss or destruction of Owner's Vessel or property, occasioned by theft, vandalism, fire, rain, water or any other cause. Any acts of theft or vandalism to Owner's Vessel or property while moored at the Marina shall be immediately reported to the Provost Marshall Office at MCBH, Kaneohe Bay.

11. **INDEMNIFICATION.** Owner expressly undertakes and agrees to indemnify and hold harmless the MCCA activity, its officers, agents and employees from all liability or claim for any, loss of or damage or injury to the person or property of Owner or any third person which shall occur from any cause whatsoever while in or upon the vessel mooring space, or shall be occasioned by any use or misuse of the vessel mooring space, or shall be occasioned by any use or misuse of the vessel mooring space, except loss, damage, or injury caused solely by a negligent act or omission of an MCCA officer, agent, or employee engaged in the maintenance and operation of the Marina. Owner agrees to hold MCCA harmless, indemnify and defend it from any claims of any person including other owners of property or vessels at the Marina arising out of this Agreement or the Vessel being docked or moored at the Marina, and further agrees to be responsible to MCCA for damage to the MCCA's Marina, facilities or property arising out of this Agreement or any appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.

12. **FAILURE TO ENFORCE NOT A WAIVER.** The failure by MCCA to insist upon the strict performance of any provision of this Agreement by the Owner, or the failure by MCCA to exercise its rights upon a default by the Owner shall not constitute a waiver by MCCA of its right to insist and demand strict compliance by Owner with the provisions of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties.

14. **SEVERABILITY.** In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

15. **NOTICE.** Any notice required to be given to the Owner shall be deemed sufficient if sent to the email and provided by Owner to MCCA in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Owner's SIGNATURE: _____ **Date:** _____

(Please print name)

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8 May 24

MCCS's SIGNATURE: _____ ***Date:*** _____

(Please print name) Manager/Clerk

Enclosure (3)

MCCS Marina Vessel Rental Agreement

Emergency Phone Number (808) 254-7508

BE AWARE

Alcohol is prohibited aboard MCCS boats at all times. Patron's Initial _____

Violations will result in the revocation of MCCS boat license. Patron's Initial _____

DATE: _____ **BOAT NUMBER:** _____

Patron Name: _____

Sponsor: _____

Cell Phone: _____

Duty Phone: _____

Craft: PONTON 6 MAN SKI BOAT AMERICAN 18

SINGLE KAYAK # _____ DOUBLE KAYAK # _____ SUP # _____ OTHER _____

Sponsored passengers on boat:

Full Name **Age** **Sex**

1. _____

2. _____

3. _____

4. _____

5. _____

Full Name **Age** **Sex**

6. _____

7. _____

8. _____

9. _____

10 Passenger MAXIMUM, NO EXCEPTIONS!!!

KAYAK & SUP RENTAL: EMERGENCY INFORMATION

Car License Plate#: _____

Date Pick up: _____

Make/Model: _____

Date Return: _____

Destination: _____

Emergency POC & Phone #: _____

1. This agreement is between Marine Corps Base Hawaii (MCBH), Marine Corps Community Services (MCCS) and the undersigned recreation patron (hereinafter Patron) for the use of the boats and equipment identified in this agreement (hereinafter, Boats/Equipment). Patron understands that Boats/Equipment are/is available for use only by adult authorized Patrons.

2. Patron agrees to accept personal financial responsibility for all Boats/Equipment rental fees and costs of damages incurred (regardless of who is actually responsible) to the Boats/Equipment identified in this agreement. Patron further

Enclosure (4)

agrees that any unpaid fees and damages shall be considered an indebtedness to MCCA, as a Non-appropriated fund instrumentality of the Federal Government and may be collected by all lawful means available to such entities.

3. As consideration for use of the Boats/Equipment described in this agreement, Patron agrees as follows (Patron's initial ensures that Patron has read each provision; (Initial)

- A. _____ If the Boats/Equipment is returned to MCCA later than the designated time/date, to pay MCCA in the amount of an additional daily/hourly fee plus an additional Late Fee of \$50. Boats/Equipment shall only be returned during scheduled MCCA hours of operation.
- B. _____ That Patron shall inspect the Boats/Equipment upon check out; Patron shall note all damage to the Boats/Equipment or other discrepancies on Exhibit B, the Customer Inspection Report portion of this agreement; upon Boats/Equipment return, Patron and an authorized MCCA representative will inspect the **Boats/Equipment** together and the MCCA representative will note damage to the Boats/Equipment or to the discrepancies on Exhibit B, the Customer Inspection Report portion of this agreement; if damage is incurred to the Boats/Equipment during usage, Patron agrees to provide a short Statement of Accident on Exhibit B, The Customer Inspection Report portion of this agreement;
- C. _____ Based upon all information and evidence available, MCCA shall assess the costs of Boats/Equipment repair or replacement resulting from Patron's negligent or intentional acts; vessel accidents, regardless of the identification of the party at fault; the negligent or intentional acts of third parties; and lost or stolen equipment ; Patron shall pay the amount of those costs to MCCA;
- D. _____ That a MCCA representative has informed Patron of the weather conditions expected and navigation areas permitted during usage of the Boats/Equipment and Patron agrees to operate Boats/Equipment only in those permitted areas.
- E. _____ Patron agrees to sign the liability release and hold harmless agreement attached as Exhibit A to this agreement.

4. DISPUTES Except as otherwise provided In this agreement, any dispute arising under this agreement shall be decided by the MCCA NAF Marina/OREC General Manager, MCBH Hawaii (Agreement Officer), who shall reduce his/her decision in writing and mail or otherwise furnish a copy thereof to Patron. The decision of the Agreement Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, Patron mails or otherwise furnishes a written appeal addressed to the Director, MCCA, MCB Hawaii (Director, MCCA). The decision of the Director, MCCA or his/her duly authorized representative for the determination of such appeals shall be final. In connection with any written appeal under this clause, Patron shall be afforded and opportunity to submit a written appeal and offer evidence in support of his/her appeal. Pending final decision of dispute of dispute hereunder, Patron shall proceed diligently with the performance of the agreement and in accordance with the Agreement Officer's decision.

Privacy Act Statement. Requests for the disclosure of a social security number and other personal information are authorized by Title 5 U.S. Code Section 552a, Title 31 U.S. Code Section 7701 and Executive Order 9397 of 22 Nov 1973. Principle Purpose: To identify patrons authorized to use MCCA services and in the event of non-payment for services. Routine use: To assist in patron contact for the collection of indebtedness In connection with services rendered. Disclosure is voluntary, but failure to provide the requested information may result in denial of MCCA privileges.

I have read, understand and agree to the terms and conditions of the Boat and Equipment Rental and Use Agreement.

Patron Signature _____ Date _____ Time _____

**EXHIBIT A - AGREEMENT TO RELEASE AND HOLD MCCS HARMLESS RELATING TO RENTAL OF
BOATS AND EQUIPMENT**

I understand how the Boats/Equipment provided to me by MCCS operate(s) and acknowledge that MCCS fully instructed me in its proper use. I have completely inspected the Boats/Equipment and agree to recheck the Boats/Equipment and all associated gear prior to each use. I accept the MCCS equipment provided to me "AS IS" and agree not to use or permit use of this equipment by others if any parts are worn, damaged or missing.

I accept full responsibility for the care of the above-listed Boats/Equipment. I have made no misrepresentation to MCCS regarding any person that I permit to use the Boats/Equipment. I understand that use of a Boats/Equipment can be a HAZARDOUS activity and an arduous test of a user's physical and mental capabilities. I certify that I and all persons that will use the Boats/Equipment are physically fit and have not been advised against such use by a qualified medical professional. I also understand that using Boats/Equipment can be dangerous and involve substantial risks of severe injury and death to any user that reasonable care, caution, instruction and expertise cannot eliminate. I hereby freely, voluntarily and expressly ASSUME and accept any and ALL RISKS of any injury to me or any other person that I permit to use this Boats/Equipment. I understand that the Boats/Equipment and associated safety equipment cannot guarantee any user's safety or freedom from any injury while in use. I further agree and understand that any safety gear does NOT ELIMINATE THE RISK of injuries to any user's head or to any other part of any user's body.

_____ Initial

In connection with use of the Boats/Equipment provided to me by MCCS, I hereby forever release and hold harmless the United States Government, the United States Marine Corps and MCCS and indemnify them from all claims and liability resulting from my action or inactions; the actions and negligence of others including MCCS employees; and the condition of any equipment provided to me by MCCS.

_____ Initial

I agree to reimburse the MCCS for all damages to the MCCS provided Boats/Equipment and associated equipment that result from negligent or deliberate wrongful acts by me or those of that I permit to use the equipment.

I understand that this agreement is a binding legal document between me and MCCS and affects my legal rights.

Patron Signature _____ **Date** _____ **Time** _____

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EXHIBIT B - CUSTOMER INSPECTION REPORT

Boat number: HA _____XF



Description of deficiencies: _____

Short statement of accident: _____

