



February 14, 2025

**RE: LIDO ISLE COMMUNITY ASSOCIATION
Revised Directive 11 (Wet and Dry Vessel Wharfage) and New Wharfage Agreement**

Dear Community Members,

The Board of Directors will be voting on the adoption of a revised Directive 11 (the rules and regulations relating to Wet and Dry Vessel Wharfage) to replace the existing Directive 11, and the Board will also be voting on using a new wharfage agreement in place of the existing wharfage agreement.

The existing Directive 11 and wharfage agreement were written eight years ago. With the assistance of a maritime attorney, Directive 11 and the wharfage agreement have been updated and revised to current industry standards and applicable maritime law, and to detail the respective rights, duties and responsibilities of the Association and the vessel owner with respect to the use of the community marine facilities. Changes include:

Slips/Side-Ties

- The term of the agreement will be month-to-month instead of annual, and payments will be collected monthly instead of annually.
- The payment method will be via electronic/ACH method.
- A deposit equal to one month's payment will be required.
- The Vessel owner will be required to execute a new Wet and Dry Vessel Wharfage Agreement.
- Pro-rated refunds for any annual 2025 payment will be issued, if appropriate.

Moorings and Dry Storage

- The term of the agreement will remain 12 months, and payments will continue to be collected annually.
- No deposit will be required.
- The Vessel owner will be required to execute a new Wet and Dry Vessel Wharfage Agreement.

The revised Directive 11 and the new wharfage agreement may be downloaded and reviewed in detail by scanning the QR code below:



**lido isle
community
association**

701 VIA LIDO SOUD, NEWPORT BEACH, CA 92663
TELEPHONE (949) 673-6170 • FAX (949) 673-8827



You may also download the documents for review at LidoIsle.org.

Prior to adopting the proposed changes, the Board of Directors would like to consider your comments and suggestions. Please send all comments and suggestions in writing to the Association's General Manager at lidoisle@ciramail.com.

A town hall meeting has also been scheduled for the purpose of responding to questions homeowners may have regarding the Directive or the agreement:

Date: Tuesday, February 25, 2025
Time: 5:00PM
Location: 701 Via Lido Soud, Newport Beach, CA 92663

The Board will be voting on adopting the Directive and using the new wharfage agreement on:

Date: Wednesday, March 19, 2025
Time: 5:00PM
Location: 701 Via Lido Soud, Newport Beach, CA 92663

Sincerely,

On Behalf of the Board of Directors,
Lido Isle Community Association



DIRECTIVE 11: WET AND DRY VESSEL WHARFAGE

LICA's boat storage facilities include slips, side ties, moorings and dry storage spaces ("Marine Facilities or Facilities"). These Marine Facilities are leased from the City of Newport Beach and operated by LICA for the benefit of its member property owners who reside on Lido Isle. Unless grandfathered in, tenants of LICA member property owners are not eligible to enter into a Wet and Dry Vessel Wharfage Agreement. Because these Marine Facilities are quite limited, it is imperative that the requirements of this Directive and the requirements of the Wet and Dry Vessel Wharfage Agreement, which is appended hereto and fully incorporated herein ("Wharfage Agreement"), are enforced to assure fairness to all LICA members. The transfer of a Marine Facility may occur only with the prior written authorization of LICA or its designee. Any claimed transfer that is not so authorized shall be deemed invalid, unenforceable, and not binding on LICA.

Definitions:

"LICA Boat Wharfage Rate and Deposit Schedule" shall refer to the schedule that sets forth rates, fees and required security deposits for Agreements, and is incorporated herein by reference. LICA Board of Directors has authority to change terms, fees and deposit amounts. Such changes become effective upon provision of notice by LICA.

"Vessel" and "Boat" are used alternatively herein and have the same meaning, unless the context indicates otherwise, and includes small crafts.

"Lido Isle Community Association," "Association" and "LICA" are used alternatively herein and have the same meaning.

"LICA Association Manager," "Association Manager" and "Manager" are used alternatively herein and have the same meaning.

"Board of Directors" and "Board" are used alternatively herein and shall mean LICA Board of Directors.

"Antibes Marina Lease" shall refer to the lease between the City of Newport Beach and LICA entered into on April 14, 2000, and expiring April 14, 2025. [INSERT NAME OF NEW LEASE AND DATE OF EXECUTION TO BE SIGNED APRIL 2025]

"Vessel Owner," "Good Standing," "Qualified Vessel Owner" and "Grandfathered Qualified Tenant" have the same definitions as given in the Wharfage Agreement.

1. RATES, SECURITY DEPOSITS AND TERMS OF PAYMENT:

Rate and Deposit Schedule. Applicable rates, fees and security deposits are listed in the LICA Boat Wharfage Rate and Deposit Schedule attached hereto. Fees, which may be updated from time to time, are reviewed and approved by the LICA Board of Directors after full consideration is given to operating and maintenance costs, immediate and projected capital improvements and applicable minimum rate requirements set forth in the Antibes Marina Lease.

Invoicing and Payment. LICA shall mail any invoices or account statements via USPS, personal

delivery or email to the individual specified in the Agreement as the Vessel Owner. All fees due shall be paid to LICA electronically, with or without Vessel Owner's receipt of an invoice or billing statement, via Automated Clearing House, or other method approved by LICA. All fees must be paid by the Vessel Owner named in the Agreement and may not be paid directly by a Trust, LLC or other entity.

Slip Terms. Vessels berthed in slips, including side-ties, shall pay monthly, no later than the first (1st) calendar day each month during the term of the Agreement. LICA may at any time change the amount of the fees due, upon thirty (30) days' advance written notice to the Vessel Owner.

Mooring and Dry Storage Terms. Dry stored and moored vessels shall pay fees annually and must be paid in full by January 15 or on the specified date noted in the Agreement. LICA may change the amount of the annual fees due, prior to renewing annual agreement.

Security Deposits. In addition to other sums due upon execution of an Agreement, if a vessel is berthed in a slip or side-tie, Vessel Owner shall at the time of execution of Agreement also tender to LICA a security deposit equal to the monthly fee. Should LICA increase the monthly fee there will be a proportional increase in the amount of the security deposit to correspond with the new fee. No interest shall be payable by LICA on security deposits. Security deposits are not required for moorings or dry storage.

2. **LIMITS ON WET AND DRY STORAGE:**

Only one (1) slip, or one (1) side-tie or one (1) mooring; four (4) dry storage spaces with a maximum of one (1) at Antibes; and two (2) mast tubes may be allocated per household of a Qualified Vessel Owner or Grandfathered Qualified Tenant. Properties with piers are not eligible for slips, side-ties or moorings. A mast tube may only be assigned to residents that currently lease a Sabot space; the number of mast tubes (maximum of two) assigned may not exceed the number of Sabot spaces currently leased by the resident. However, if there is no waiting list for a specific type of Facility, the Association Manager or Board of Directors may consider an application for an additional space from the same household.

3. **WAIT LIST:**

The wait list for each type of facility (slips, side ties, moorings and dry storage spaces) shall be made available for review at LICA's onsite management office during regular business hours and online, via the LICA member portal, at all times. LICA shall review the wait list at least annually to ensure that those on the waitlist are LICA member property owners who reside on Lido Isle. Waitlist spots are limited to one per household for each type of facility.

As facilities become available, the Association Manager will notify the next Qualified Vessel Owner on the waitlist by telephone, mail or email. The Association Manager will use their best efforts for up to ten (10) days to make contact. The Qualified Vessel Owner will have no more than five business (5) days, after contact, to accept and sign the lease. If the Qualified Vessel Owner does not accept, the next Qualified Vessel Owner on the list will be notified, and the person refusing will be removed from the wait list, unless they specify in writing that they wish to be placed at the end of the list.

In the event that a Qualified Vessel Owner on the Sabot or Mast Tube wait list is notified and they will not be actively using their boat at that time, they may indicate their desired time to obtain a space and remain at the top of the list until this time comes. A person may not be left at the top of either the Sabot or Mast Tube list unless a future date is specified.

In the event that a Qualified Vessel Owner is notified on the Side Tie waiting list (18' or 21 ') and they do not feel that they are adequately qualified to maneuver their vessel into the space that has been offered, they may request to be left at the top of the list and offered the next available space.

Persons on the waitlist are responsible for keeping their contact information up to date by notifying

LICA Manager in writing.

4. **QUALIFIED VESSEL OWNER & GRANDFATHERED QUALIFIED TENANT:**
Only Qualified Vessel Owners or Grandfathered Qualified Tenants are eligible to enter into a Wharfage Agreement with LICA. If the Vessel is sold, the boat space does not transfer to the new owner of the Vessel, unless the new owner is next on the LICA wait list for the same type of space. Vessel Owners may not transfer the Wharfage Agreement, in whole or in part, to other partners, trustees, members, managers, etc., by sale or other means, even if said partner, trustee, member, manager, etc., could otherwise meet the definition of a Qualified Vessel Owner. The Wharfage Agreement is personal to the Vessel Owner and may not be assigned or otherwise hypothecated by him/her in whole or in part, by operation of law or otherwise. The Wharfage Agreement or the privileges provided therein, also may not be inherited or gifted, in whole or in part. In the event a Wharfage Agreement is subject to termination by LICA, LICA may, if approved by the LICA Board, extend said Wharfage Agreement for a reasonable period not to exceed one year if it is determined that terminating said Agreement would create an undue hardship, such as in the case of a death.

DRAFT

Lido Isle Community Association
2025 Wet and Dry Vessel Wharfage Rate and Deposit Schedule

Monthly			
Antibes Wet Slips and Side Ties			
29 Spaces	LENGTH of Slip	Monthly Rate	Security Deposit
6	18 feet	512.20	512.20
6	21 feet	614.50	614.50
11	26 feet	870.53	870.53
6	36 feet	1263.10	1263.10
Annual			
Moorings			
Total 45	Maximum Length of Boat	Resident Annual Rate	Resident Security Deposit
45	18 feet	1327.67	0
Annual			
Antibes Dry Storage			
Total Spaces	Length of Space	Resident Annual Rate	Resident Security Deposit
26	17	1070.86	0
2	19	1257.62	0
19	21	1411.64	0
6	25	1763.34	0
11	28	2237.52	0
Annual			
Genoa West Dry Storage			
Total Spaces	Space Type	Resident Annual Rate	Resident Security Deposit
44	Ground	751.91	0
12	Rack	543.31	0
50	Kayak	200.10	0
	Boat maximum 15 feet	902.29	0
Annual			
Genoa East Dry Storage			
Total	Space Type	Resident Annual Rate	Resident Security Deposit
12	Rack	200.10	0
88	Ground	253.46	0
13	Laser	751.91	0
	Mast Tube	48.03	0

Wharfage Rates adopted by LICA Board 11/13/24

LIDO ISLE COMMUNITY ASSOCIATION
701 Via Lido Soud, Lido Isle
Newport Beach, California 92663

WET AND DRY VESSEL WHARFAGE AGREEMENT

Introduction. This Wet and Dry Vessel Wharfage Agreement (the “Agreement”), including the Rules and Regulations Numbered 1 through 24 below, is entered into on _____, 202_ by and between Lido Isle Community Association (“LICA”) and the person signing below as “Vessel Owner,” who hereby confirms, with respect to the vessel described below, that he/she is either a Qualified Vessel Owner or a Grandfathered Qualified Tenant as defined in Paragraph 1 below. This Agreement is personal to such individual only, and accordingly the rights conferred to him/her hereunder shall not under any circumstance transfer to any other person, including heirs and persons with interests in the Vessel, unless LICA approves such transfer in writing. LICA and Vessel Owner are collectively referred to in this Agreement as the “Parties”.

The Vessel will for the term of this Agreement be located at Boat Space No. _____. If the Vessel is a sailboat and her mast is stored, the place of mast storage shall be: _____, Newport Beach, CA. Vessel Owner affirms that he/she resides at a legal place of residence located on Lido Isle, at the following address:

_____, Newport Beach, California. Notices by LICA to Vessel Owner shall be mailed to this address, or hand delivered to the Vessel Owner in the manner specified below in the Paragraph entitled “Notices.” In addition, notices may be emailed by LICA to the Vessel Owner at the following email address: _____

This Agreement incorporates by reference the terms, conditions and requirements specified in Lido Isle Community Association Directive No. 11- Wet and Dry Vessel Wharfage, and any future revised versions thereof. A copy of Directive No. 11 is appended hereto as Attachment 1. In the event of an inconsistency between Directive No. 11 and this Agreement, the terms of the Agreement shall prevail and control.

If any information reflected herein that is provided by the Vessel Owner changes, such change(s) must be reported in writing to LICA within five (5) calendar days of such change.

1. **Vessel Owner Requirements and Vessel Registration.** Vessel Owner must be either a “Qualified Vessel Owner” or a Grandfathered Qualified Tenant.”

A “Qualified Vessel Owner” is an individual who meets requirements A, B, and C below:

A. **Lot Ownership and Residency Requirement**

- i. Vessel Owner is an owner of record and resident of a lot on Lido Isle; or;
- ii. Vessel Owner is a resident of a lot on Lido Isle and if the owner of record of the lot is an entity, Vessel Owner is a shareholder, director, member, partner, or trustee of the entity; and

B. Good Standing Requirement

“Good Standing” means not delinquent in the payment of any assessments, fees or charges to LICA, not in violation of LICA’s CC&Rs and not in violation of LICA’s rules, regulations, or Directives.

If Vessel Owner qualifies under (A)(i) above, the Vessel Owner is in Good Standing.

If Vessel Owner qualifies under (A)(ii) above, the entity is in Good Standing.

C. Vessel Ownership Requirement

- i. Vessel Owner is a registered owner of the Vessel; or;
- ii. If an entity is a registered owner of the Vessel, the Vessel Owner is a shareholder, director, member, partner, or trustee of the entity.

If requested by LICA, Vessel Owner must provide documentation satisfactory to LICA evidencing compliance with conditions (A)(ii) and/or (C)(ii) above.

A “Grandfathered Qualified Tenant” is an individual who meets these requirements:

1. Vessel Owner is a lessee under an operative LICA Wet and Dry Boat Storage Lease Agreement entered into prior to **[insert here date of adoption of this Agreement and revised Directive 11]**; and
2. Vessel Owner is a LICA resident as a lessee under a bona fide written lease agreement with a record owner of a LICA lot in Good Standing; and
3. Vessel Owner is a registered owner of the Vessel, or if an entity is a registered owner of the Vessel, the Vessel Owner is a shareholder, director, member, partner, or trustee of the entity.

If requested by LICA, Vessel Owner must provide documentation satisfactory to LICA evidencing compliance with conditions 1 and/or 2 above.

Should the remaining term of the Grandfathered Qualified Tenant’s residential lease fall below twelve (12) months at any time during the term of the Agreement, LICA may terminate the Agreement.

In addition to the events which may lead to termination as provided for within Paragraph 19 below, this Agreement will immediately terminate the moment the Vessel Owner no longer resides on Lido, when the Vessel Owner ceases to be a registered owner of the Vessel or if an entity is a registered owner of the Vessel, when Vessel Owner ceases to be a shareholder, director, member, partner, or trustee of the entity, when the residence lease of a Grandfathered Qualified Tenant expires, or when ownership of the Lido property leased by the Grandfathered Qualified Tenant is conveyed to another. LICA shall also have the right to terminate or suspect this Agreement, following notice and an opportunity for a hearing before LICA’s Board of Directors, in the event the Good Standing requirement ceases to be met.

Proof of vessel ownership is required at the time of executing this Agreement by submitting to LICA a copy of the current DMV registration or Coast Guard Certificate of Documentation or foreign country registration, except for unregistered non-power boats. Upon renewal, copies of the new DMV registration,

Coast Guard Certificate of Documentation or foreign country registration must be submitted to LICA. With respect to vessels registered in California, the correct CF number and current year's DMV sticker must be affixed to the Vessel. An official LICA sticker must be attached to the starboard side transom, the starboard side window, or other location approved by LICA. Temporary passes can be issued by LICA staff for approved visitors or for temporary mooring. Trailers and dollies must be clearly marked on the handle or tongue with the Vessel Owner's name and the assigned space number.

2. Vessel **Owner's Vessel**.

Make: _____ Name: _____ Type: Power () Sail ()

Length Overall: _____ Feet* Beam: _____ Draft (Depth of Keel): _____

CF/Registration Number _____ Port/State of Registration or Hull ID _____

*Length of vessels in slips or on moorings must include any bow sprits, swim steps, anchors, davits, dinghies and other extensions. If a vessel is dry stored, the length shall be the overall length, including any extensions, or the length of the trailer or dolly, whichever length is greater.

State Registration/U.S.C.G. Documentation No.: _____
(If State Registered, Indicate Above Which State).

Inspection of the Vessel by LICA to verify she is in a condition that is acceptable to LICA, is required prior to locating the Vessel in a slip, on a mooring or in a dry storage area. Whether or not a vessel is in acceptable condition is within LICA's sole determination.

If Vessel Owner wishes to berth, moor or store a vessel other than the one identified above, the Parties must first execute a new Agreement. For purposes of this Agreement, unless otherwise stated, the words "berth," "slip" and "side-tie" are used interchangeably, and all refer to the place in the water where a vessel is stored but does not include moorings.

3. **Space Utilization and Reassignment**. It is the intention of LICA to utilize slips, moorings and dry storage spaces to accommodate the maximum number of boats in the most efficient manner. Accordingly, LICA reserves the right, by direction of the Board of Directors, to reassign vessels from the originally assigned berths, moorings and dry storage spaces to other berths, moorings and dry storage spaces.

Space in the dry storage boat gardens is intended to be allocated as follows.: Genoa East: unmasted sailboats to 15 feet. Genoa West: masted sailboats to 15 feet, inflatable power boats under 1,000 lbs, and sailboards and kayaks to 16 feet. Antibes: power and sailboats up to 24 feet and under 3,000 lbs. LICA will make reasonable efforts to accommodate vessels with unique space size needs. Only at the discretion of LICA will undersized boats be allowed to occupy larger spaces than they require.

All dry storage boats must be stored on a trailer, dolly or rack. The entire boat and dolly or trailer, including all protrusions, MUST fit within the assigned space. Only one approved boat may be stored within an assigned space. No boats may be stored above each other except on approved racks provided, owned and maintained by LICA. Larger spaces may be used for undersized boats only at the sole discretion of LICA.

Any vessel in a slip shall not extend bayward beyond the end of the slip a distance of more than its "Beam," namely the widest width of the vessel. Additionally, the width of the Vessel as measured at dock height level may not exceed, in any area of the Vessel at said dock height, more than 90% of the width of the Slip to allow for the installation of adequate fenders and appropriate other dock and vessel protection. At no point shall any part of the boat overhang or encroach upon any portion of the dock or main walkway. Dock width shall be measured across the head of the slip, closest to the main walkway, from structural dock face member to opposite dock face across the width of the slip, without deduction for rubber rub rails, wheels or other protective devices. Vessels on a shore mooring will be kept within three (3) feet of the buoy. Vessels on a mooring shall comply with Newport Beach Municipal Code 17.25.020.i.3.k and be self-righting on an incoming tide without flooding the vessel. Vessels on moorings may not be stored on any type of flotation device.

4. **Term:** If the Vessel is berthed in a slip, this Agreement is on a month-to-month term, commencing on the above indicated Agreement execution date. If the Vessel is dry stored or secured to a mooring, the term of this Agreement shall commence on the above specified execution date and will expire on December 31 of the same year. If the term begins on other than the first day of the year, the annual fee shall be pro-rated. Upon expiration of such initial term for vessels that are moored or dry stored, and providing that the Vessel Owner is not in breach of this Agreement, the Parties may execute an Addendum or new Agreement for a one year term beginning January 1 and terminating December 31. This Agreement shall continue until terminated in the manner specified below.

5. **Fees/Security Deposit:** The fee for Vessels berthed in a slip, moored or dry stored shall be the sum specified in the LICA Boat Wharfage Rate and Deposit Schedule that is incorporated herein and appended as Attachment 2.

All fees due hereunder shall be paid electronically, with or without Vessel Owner's receipt of an invoice or billing statement, via Automated Clearing House, or other method approved by LICA. Fees must be paid by the above named Vessel Owner, not by a Trust, LLC or other entity. Annual fees for dry stored and moored vessels are due and payable by the above named Vessel Owner on the above specified date of execution of this Agreement. Monthly fees for vessels berthed in slips shall be tendered for receipt by LICA no later than the first (1st) calendar day each month during the term of this Agreement. LICA shall mail any invoices or account statements to the individual specified above as the Vessel Owner. The fees and charges payable under this Agreement may be charged to Vessel Owner's LICA account, subject to the terms governing the account.

A failure to timely pay sums due hereunder will result in a 10% late fee on the unpaid amount, plus 10% interest per annum, and may result in termination of Agreement.

With respect to vessels that are stored in a berth, LICA by action of its Board of Directors, may at any time change the amount of the fees due hereunder, upon thirty (30) days' advance written notice to the Vessel Owner mailed to his/her above specified address. For vessels that are dry stored or moored, if after expiration of the initial one year term the Parties agree to enter into an Addendum or new Agreement for an additional one year term, LICA may, by action of its Board of Directors, change the amount of the dues in such Addendum or new Agreement.

In addition to other sums due upon execution of this Agreement, if a vessel is berthed in a slip, Vessel Owner shall at the time of execution of this Agreement also tender to LICA a security deposit equal to the monthly fee. Upon termination of this Agreement, but only after and upon the condition that Vessel

Owner has vacated the space in an undamaged condition (save ordinary wear and tear) and performed all of Vessel Owner's promises under the Agreement (including payment of all fees, utility charges and other charges), LICA shall, within 30 days after the termination date, refund to Vessel Owner the total security deposit, less any amount necessary to pay for repairing or cleaning the berth or any other fees or charges owed by Vessel Owner. Vessel Owner may not use the security deposit as, nor deduct it from, the fees due hereunder. However, LICA may elect at any time to apply the security deposit to fees due hereunder, to effect repairs to the assigned berth or space caused by Vessel Owner or his/her guest/invitee, to respond to pollution incidents related to the Vessel, to repair or correct other damage caused by or associated with the Vessel, and to cover the cost of towing and/or storing the Vessel in the event she does not vacate her assigned berth or storage area following termination of this Agreement. If the deposit is used for such purposes, Vessel Owner shall immediately become obligated to tender the sum necessary to replenish the security deposit to the original sum. Should LICA increase the annual or monthly fees due hereunder, there will be a proportional increase in the amount of the security deposit to correspond with the new fee. Vessel Owner acknowledges and agrees that no interest shall be payable by LICA on security deposits, and that LICA shall not be required to keep the security deposit separate from its general funds.

6. **Permission Granted:** LICA hereby grants Vessel Owner permission to occupy the berth or dry storage space assigned by LICA. LICA reserves the right to require the Vessel Owner to relocate the Vessel to a new location, upon 30 day's advance written notice. Vessel Owner understands that such permission is granted subject to the terms herein and those specified in LICA Policy Directive No. 11, and all other applicable rules, bylaws and regulations of LICA as presently constituted, or as they may be amended and promulgated from time to time. Only the Vessel identified above may occupy a berth or dry storage area, unless LICA agrees otherwise in writing. Upon LICA's written approval and execution of an Addendum to this Agreement or execution of a new Agreement, Vessel Owner may replace the above identified Vessel with another vessel. Prior to granting permission for a new vessel to occupy a berth or dry storage space, LICA may require the Vessel Owner to make the new vessel available for LICA's inspection and approval.

7. **Laws, Rules and Regulations:** Vessel Owner agrees to comply at all times with all laws pertaining to his/her Vessel, including applicable statutes, regulations, codes, orders, rules and regulations of the City of Newport Beach, Orange County, the State of California, the United States and other governmental authorities, including but not limited to the California Harbors and Navigation Code, Title 46 of the United States Code, Title 46 of the United States Code of Federal Regulation, and Orange County Harbor Ordinances. Vessel Owner further agrees to abide by LICA's Bylaws, rules regulating the use of its berths, moorings and dry storage spaces, and LICA Policy Directive No. 11. Vessel Owner agrees to be bound by the above and understands that they are subject to revision from time to time.

Vessel Owner is also required at all times during the term of this Agreement to comply with LICA's Covenants, Conditions, and Restrictions, all applicable LICA Directives, and to remain current with payment of all assessments, fees and other sums due to Lido Isle Community Association. A failure to do so may result in termination of this Agreement.

8. **Authorized Use/Prohibited Conduct:** Vessel Owner warrants and represent that the berth, mooring or vessel dry storage space will be used for Vessel Owner's personal use only, in order to berth, moor or store the Vessel, all of which shall be registered with the LICA Office and used solely for pleasure (non-commercial) purposes. Vessel Owner shall not make or allow any disturbing noises on the docks or vessels, with particular emphasis between the hours of 10:00 p.m. and 7:00 a.m. Except for entering or leaving the slip or as necessary in an emergency, main engines, power-generation equipment, or other

noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. without prior permission from LICA. Vessel Owner shall not permit any conduct which will interfere with the rights, comforts or convenience of others. Halyards shall be secured to eliminate noise. Vessel Owner assumes full responsibility for his/her guests' conduct and agrees to be held jointly and severally liable for all consequences of his/her guests' actions or misconduct. Vessel Owner shall not permit the Vessel or any area under the control of LICA to be used by anyone in any way that is, in LICA's sole determination, hazardous, indecorous, a nuisance, an unreasonable annoyance to others or their boats, or that interferes with the quiet enjoyment of others. Whether any conduct constitutes a such prohibited conduct shall be within LICA's unfettered determination. The Vessel may not be occupied or otherwise used by any person if the above identified Vessel Owner is not physically present. Vessel Owners are not permitted to have parties on the dock without prior consent of LICA.

9. **Moorings.** Mooring lines that are part of the ground tackle are the responsibility of LICA. Lines to tie the boats to the mooring line are the responsibility of the Vessel Owner. Vessels on mooring will be kept within three (3) to five (5) feet of the buoy, as determined by LICA. Vessels on mooring shall comply with Newport Beach Municipal Code 17.25.020.i.3.k and be self-righting on an incoming tide without flooding the vessel. Vessels on moorings may not be stored on any type of flotation device (wood, plastic, etc.). On-shore moorings must be occupied by a boat at all times except while in use or being repaired (not to exceed 60 days).

10. **Care of Slips, Moorings and Dry Storage Spaces.** Vessel Owner shall keep the assigned slip, mooring or dry storage space in a neat, clean, safe sanitary and secure manner at all times. Empty dollies and trailers shall always be returned to their designated spaces. No hydro-hoists are allowed. Vessel Owner agrees to promptly notify LICA in writing of any conditions, existing on or about the slip, mooring or dry storage space which Vessel Owner believes to be a hazardous condition or which, might develop into a hazardous condition. LICA does not warrant that the utility services available will be compatible with the utility service requirements of the Vessel, including electrical interconnection and polarity or the effect of electrolytic action on the Vessel. LICA shall not be responsible or liable for any damage or loss caused by any power surges or loss of power.

11. **Live-Aboards.** No person shall live aboard the Vessel, other than on weekends and holidays without the prior written permission from the LICA Office, which may be withheld at LICA's sole discretion. Any person living aboard the Vessel for more than three (3) consecutive days shall be deemed a "live aboard." Use of any Vessel while docked at any LICA facility or on-shore mooring for living purposes is **EXPRESSLY PROHIBITED** both by LICA and the City of Newport Beach. Extended stays up to 4 days permission may be granted by LICA on occasion, but **ONLY** in writing approved by the LICA Office. Any breach of this term is cause for immediate termination.

12. **Insurance:** Vessel Owners using dry storage for vessels over fifteen feet (15') LOA or which can only be launched with a crane or a hoist shall maintain at all times a Watercraft Liability policy with limits of not less than \$300,000 per occurrence and sufficient to protect Vessel Owner and LICA from all risks arising from Vessel Owner's use of vessel dry storage space and the activities of the Vessel Owner and his or her agents in connection with the use, operation and maintenance of the Vessel. Vessel Owner shall furnish LICA with insurance certificates evidencing the required coverage upon execution of this Agreement and upon each policy change or renewal date.

If the Vessel is an electric boat, or a vessel with an outboard motor with horsepower of 50 hp or less, or a sailboat up to 25 feet in length, Vessel Owner shall maintain at all times a Watercraft Liability policy

with limits of not less than \$300,000 per occurrence and sufficient to protect the Vessel Owner and LICA from all risks arising from the Vessel Owner's use of premises and the activities of Vessel Owner and his or her agents in the use, operation and maintenance of the Vessel. Vessel Owners keeping such vessels in the water shall also maintain Hull and General Vessel Protection coverage on the Vessel and its contents for the full value thereof. Vessel Owner's insurance policies shall be issued by reputable companies licensed and in good standing in California with a A.M. Best rating of A- or better, provide primary and non-contributing coverage, and name LICA as an additional insured (as to the Marine liability), with a waiver of subrogation in favor of LICA (as to the Hull and General Vessel Protection insurance). With respect to such policies Vessel Owner shall furnish LICA with insurance certificates evidencing the required coverage upon execution of this Agreement and upon each policy change or renewal date.

All other Vessel Owners that keep vessels berthed in the water shall maintain at all times hereunder, a policy of complete Marine insurance including Protection and Indemnity Liability with limits of not less than \$1,000,000 per occurrence and sufficient to protect Vessel Owner and LICA from all risks arising from Vessel Owner's use of berths or storage spaces, and the activities of Vessel Owner and his or her agents in the use, operation and maintenance of the Vessel. Vessel Owners keeping vessels in berths in the water shall also maintain Hull and General Vessel Protection coverage on the Vessel and its contents for the full value thereof. The Vessel Owner's insurance policies shall be issued by reputable companies licensed and in good standing in California with an A.M. Best rating of A- or better, provide primary and non-contributing coverage, and name LICA as an additional insured (as to the Marine liability), with a waiver of subrogation in favor of LICA (as to the Hull and General Vessel Protection insurance). Vessel Owner shall furnish LICA with insurance certificates evidencing the required coverage upon execution of this Agreement and upon each policy change or renewal date.

All required insurance policies shall provide that LICA will be notified by the insurance carrier in writing if insurance coverage is cancelled, modified or otherwise changed.

13. Active Vessel Use, Temporary Use of Slips, Moorings and Dry Storage: Boats that are not actively used may not be stored in slips, at moorings or dry storages spaces. LICA has the right to terminate this Agreement if in the Board of Directors' reasonable determination, a vessel is not being actively used. Vessels in berths and at moorings must be able to leave under their own power at least once per year. Sailboats in slips or at moorings without engines must maintain standing rigging, running rigging and sails and other equipment required for her to sail in seaworthy condition. Vessel Owners may not maintain any slip, mooring or dry storage space empty for more than sixty (60) days. Upon written request, an additional thirty (30) days may be granted by the LICA Board of Directors. If the facility remains empty at the end of such period, the tenancy is automatically terminated, unless there is no new potential Qualified Vessel Owner on the wait list for the slip, mooring or dry storage space. Empty trailer storage is not permitted. On-shore moorings shall be occupied by a vessel at all times except when in use or while being repaired (not to exceed 60 days). LICA shall have the right to put other boats in a berth, mooring or dry storage space on a temporary basis while Vessel Owner's Vessel is not occupying the berth or storage space for a period of 14 or more days. Vessel Owner agrees to notify LICA in advance of any such absence, and to notify LICA at least 7 calendar days prior to returning the vessel to the berth, mooring or dry storage space. The period that the Vessel Owner retains the slip under this rule will not exceed one (1) year. If the Vessel Owner wishes to terminate or reclaim the slip or side-tie within the one-year period, thirty (30) days written notice to LICA is required. Vessel Owner shall not be entitled to a reduction in fees due or any other compensation for the temporary use of the berth, mooring or dry storage space by a vessel not owned by the Vessel Owner. LICA may require Vessel Owner to vacate the berth, mooring or dry storage space on a temporary basis to make repairs or to accommodate special

events without terminating this Agreement or entitling Vessel Owner to any compensation therefore. LICA shall attempt to furnish suitable temporary accommodations during such period.

14. **Keys.** Vessel Owners will be given appropriate keys or cards to facilitate access by Vessel Owner to the Vessel. These keys or cards are not to be duplicated. Additional keys or cards may be procured from the LICA office at a reasonable charge. LICA will limit the maximum number of keys or cards per Vessel Owner, as LICA deems necessary to control access by non-Vessel Owners, and LICA may change from time to time its policies regarding said issuance of keys or cards to control access by non-Vessel Owners. Antibes' large gate cards may be issued on a loaner basis only as deemed necessary by LICA to control access by non-Vessel Owners. All companies and personnel providing services, such as cleaning and boat maintenance, must be pre-qualified annually by LICA for access, which may involve providing, among other things, proof of insurance, appropriate licenses, references and contact information. LICA may directly grant said access, as LICA deems necessary, to certain qualified companies that provide services to multiple boat owners and annually qualify as stated.

15. **Assumption of Risk, Release and Indemnity:** Vessel Owner is aware that there are risks associated with the use of LICA's facilities, and he/she agrees to assume all risks, including the risks of boat accidents and slip and fall injuries, as well as all other unforeseen risks. Vessel Owner has examined the assigned berth or dry storage space and the remainder of LICA's facilities and accepts the same "as is," without express or implied warranties as to the condition of its' docks, floats, fixtures, slips, walkways, spaces, or lockers or any other property or facilities and disclaims all implied warranties. LICA shall not be responsible for the care or protection of the Vessel or her contents. LICA and its agents, officers, directors, employees and agents shall not be liable for any property loss or damage, personal injury, death or other harm to Vessel Owner, his/her invitees, the Vessel, or any person having any interest therein, whether caused by a condition of LICA's facilities or otherwise, except if such harm is caused solely by LICA's gross negligence or willful misconduct, which shall not be presumed and must be affirmatively established. Vessel Owner shall indemnify, protect and defend LICA and its agents, officers, directors, employees and agents from and against any and all actual or potential liability, loss, damage, cost, or expense, including attorney's fees, in connection with the above harm or claim of harm. Vessel Owner agrees to be fully responsible and to promptly pay for any loss or damage to LICA property or property owned by others caused by Vessel Owner, his/her Vessel or his/her invitees. This Paragraph shall survive any termination of this Agreement.

16. **Damage:** Vessel Owner agrees to defend and hold LICA and any LICA Parties harmless from any and all costs of repair or restoration resulting from any damage or destruction to the berth, mooring or vessel dry storage space, or any part thereof, or any vessels on the premises resulting from the operation or movement of vessels or any other act or omission of Vessel Owner or any person on the Vessel. In the event of any damage or destruction of the assigned berth, mooring or vessel dry storage space by fire, wind, flood, storm movement of water or other causes, LICA shall have the option to continue this Agreement in effect and repair or restore the Space at Vessel Owner's expense or terminate this Agreement by delivery of written notice to Vessel Owner.

17. **Change of Ownership/Assignment:** This Agreement is personal to the Vessel Owner and shall not be assigned or otherwise hypothecated by him/her in whole or in part, by operation of law or otherwise. Vessel Owner agrees to promptly notify LICA if any person, other than Vessel Owner, Vessel Owner's legally married spouse, or lender acquires any interest in the Vessel. This Agreement may be assigned, in whole or in part, by LICA.

18. **Noncompliance.** The Vessel Owner is responsible for compliance with the terms and conditions of this Agreement, LICA's Directive No. 11, and all other applicable LICA rules and regulations. If at any time, LICA and/or the LICA Board of Directors, at their discretion, determine noncompliance with such directives or rules has occurred, LICA and/or LICA's Board of Directors, may declare Vessel Owner to be in violation and breach of this Agreement. If there is noncompliance LICA may, but is not required to, give 30 days' written notice to correct, or alternatively may elect to immediately terminate in the event of a breach of any term of the Agreement. If LICA'S Board of Directors elects to give 30 days' written notice and such breach is not corrected within 30 days after issuance of a notice to correct, LICA and/or its Board of Directors may terminate this Agreement, and have the vessel removed and disposed of or stored at the Vessel Owner's expense in any manner deemed necessary.

19. **Termination:** If this Agreement is for a vessel berthed in a slip, the term shall be month-to-month. Agreements for a month-to-month term that are not in breach by the Vessel Owner will continue on a month-to-month basis, until terminated by either Party, with or without cause, by providing the other Party with at least 30 days' advance written notice. If this agreement is for berthing a Vessel stored on land or secured to a mooring the term of this Agreement shall be one year. After expiration of an Agreement for a one year term the Parties may either execute an Addendum extending the termination date for another year, or they may execute a new Agreement for another one year period. Notwithstanding the foregoing, if the Vessel Owner is in breach of any of its obligations under this Agreement, LICA may terminate this Agreement *immediately*. In such event, if the Vessel does not vacate by the termination date the Vessel will be regarded for all purposes as a trespasser and fees will accrue, without waiver of objections to the Vessel's trespass, at the rate of \$5.00 per foot of vessel length (LOA) per day until the Vessel vacates or until she is disposed of under State or Federal Law. If the Vessel does not vacate by the termination date LICA shall have the right at any time to remove and store the Vessel at Vessel Owner's sole risk and expense. If the agreement is terminated prior to expiration of the one year term, LICA will attempt to re-let the assigned mooring or dry storage space, and if this is successful LICA will remit to Vessel Owner fees that it is able to collect from the succeeding occupant for the period between the time such new occupant assumes control of the mooring or storage space through the expiration of the term specified in the Agreement. If LICA determines in its sole discretion that the Vessel or any personal LICA property has been abandoned, LICA may dispose of the Vessel or property in any manner it deems expedient, without risk or liability to LICA and Vessel Owner hereby waives any and all claims or causes of action against LICA arising from LICA's disposal of the property so deemed to be abandoned. Vessel Owner understands that if a vessel fails to vacate by a termination date of this Agreement, or if Vessel Owner fails to pay fees due hereunder, maritime liens will arise against the Vessel and she will be subject to arrest and disposal at public auction by the U.S. Marshal, pursuant to the Commercial Instruments and Maritime Liens Act (46 U.S.C. sections 31301, *et seq.*, and Supplemental Admiralty Rules C and E.

20. **Force Majeure:** LICA shall not be liable for any failure or delay in performance of its duties or unavailability of the berth or dry storage space due to fire, earthquake, flood, power failure, labor strike, work stoppage, riot, civil insurrection, terrorism, war, acts of God, governmental actions, whether in their sovereign capacity or otherwise, or any other cause beyond the control of LICA. In the event of any damage or destruction of all or any portion of the berth, mooring or dry storage space the fees payable hereunder shall not be abated or reduced.

21. **Notices:** All notices hereunder shall be in writing and deemed given when hand delivered to a Party, or three (3) calendar days after posting in the U.S. mail, first class postage prepaid to a Party's address reflected in this Agreement. Additionally, notices to Vessel Owner by LICA may be provided by email to

his/her above specified email address, and notices by Vessel Owner to LICA may be provided to the following email address: LIDOISLE@CIRAMAIL.COM. If Vessel Owner's mailing address or email address changes, he/she must immediately notify LICA of the same in writing.

22. **Limitation on Claims and Damages/Forum Selection:** Any complaint, cross-complaint, suit, or counter suit, whether arising in contract, tort, or otherwise concerning this Agreement, not filed by the Vessel Owner against LICA or any related party within one year from the date the cause of action arose, shall, for all purposes be deemed waived and barred, regardless of any statute of limitations provided by law. If Vessel Owner files any legal action more than one year after the cause of action arose, LICA shall be entitled to equitable relief, an immediate dismissal of the action, with prejudice, and LICA shall be entitled to recover all associated attorneys' fees and other legal expenses. In no case shall the aggregate liability of LICA and its Directors, Officers, employee or agents exceed three times the amount of fees paid by the Vessel Owner LICA hereunder in the 12 month period immediately preceding the date that the suit is filed by Vessel Owner and in no case will LICA be liable for any indirect, consequential, or incidental damages. Litigation between the Parties, if any, shall occur in a court of competent jurisdiction within the County of Orange, California.

23. **Discharge of Waste and Hazardous Materials:** No substance or material of any kind, including without limitation waste matter from sinks, toilets, marine heads, holding tanks, bilges or any other receptacles, shall be discharged in the waters of Newport Harbor. If the Vessel is equipped with a toilet, a marine head, or other permanent or temporary receptacle for human waste, then the Vessel must be equipped with a holding tank designed to retain all contents deposited in the receptacle until such time as such contents may be discharged into a sanitary sewer system or discharged otherwise in accordance with law. All sewage systems on the Vessel must meet U. S. Coast Guard guidelines and must be locked shut while the Vessel is berthed. Vessel Owner agrees to permit LICA to deposit dye tablets into and to inspect such holding tanks from time to time upon demand. Vessel Owner shall not release or permit to be released into the water or upon the docks or land, by action or inaction, any hazardous waste or environmentally objectionable substances including oil, paint, varnish, stain, gasoline or fuel. Vessel Owner shall immediately report any release to all appropriate governmental agencies and to the LICA Office and shall immediately implement necessary clean up and disposal of any hazardous materials. Vessel Owner shall be responsible for the prompt payment of all costs associated with clean up and disposal, including fines, penalties and legal fees.

24. **Guests, Vendors and Contractors.** Vessel Owner shall be responsible for the conduct of all guests, agents, contractors, employees and others invited on the Vessel while at berths, dry storage areas or any other part of LICA's premises. Vessel Owner agrees that all guests and other invitees will comply with the terms and conditions of this Agreement. Vessel Owner further agrees to be liable for, and to defend, indemnify and hold LICA and its Directors, Officers, employees and agents harmless from any loss, cost, expense, liability, damage or injury caused by Vessel Owner's guests, agents, contractors, employees and other invitees while using LICA's facilities, shore boat, docks, rowboats or other equipment or while on the premises of LICA. LICA reserves the right to regulate entry into the premises, including the docks by yacht brokers, contractors, and service personnel. LICA assumes no responsibility for unauthorized entry, usage or damage to the Vessel.

All vendors hired or otherwise retained by the Vessel Owner are required to register with the LICA office prior to providing services on the premises, and they must provide to LICA a Certificate of Insurance or other document acceptable to LICA, evidencing current insurance of a type and coverage acceptable to LICA.

25. **Emergency**: In case of emergency, LICA is authorized to do whatever LICA or its Directors, Officers, employees or agents deem appropriate, including boarding the Vessel, moving the Vessel, utilizing auxiliary pumps or taking any other actions. LICA assumes no responsibility for the safety of the Vessel and shall not be liable for fire, theft or any damage to the Vessel, its equipment or any other property in, on, or about the Vessel by reason of LICA's exercise or failure to exercise its rights to secure and protect the Vessel.

26. **No Subletting**: Vessel Owner shall not sublet the assigned berth, mooring or dry storage space, or permit the use of the same by any person other than the Vessel Owner, unless LICA expressly permits it in writing.

27. **Signs**: Unless prior written approval is given by LICA, no signs for the purpose of advertising or display shall be placed on the Vessel or any place under the control of LICA, including but not limited to "For Sale" or brokerage signs.

28. **Vessel Condition and Maintenance**. Each Vessel Owner will maintain their boat and trailer or dolly, if applicable, in a neat, well-maintained condition. Inspections of the boat and facility will be conducted periodically by LICA or its designee. After inspection, notice will be sent to Vessel Owners whose boats, dollies or trailers need repairs, giving thirty (30) days to rectify the problem. After thirty (30) days, another inspection will be made. Vessel Owners who have not made the specified repairs will be notified by letter that this Agreement has been terminated and the boat, dolly and/or trailer(s) must be removed within thirty (30) days of the date of the notice.

All dry boats must be protected by fitted covers in good repair, secured to prevent the boats from filling with water or debris. Plastic covers, other than those fitted specifically for the boat, are not allowed. Sabots must be stored upside down when not being used on at least a monthly regular basis.

Dollies, trailers and wheels must be rust free and in good operating order. Tires are to be kept fully inflated. Front swivel casters are required for ALL dollies used in Genoa East. Minimum caster diameter for Sabots is 3.5" and for Lasers, CFJ's, Lidos and similar boats is 5". Maximum dolly tongue weight is 50 lbs. Stainless steel casters are strongly recommended and are available for purchase at cost through the LICA office.

All persons performing minor repairs on the Vessel while in the Facility must report to the LICA Office in advance. All Coastal Commission environmental requirements shall be observed. LICA representatives may board vessels at any time to verify the condition or safety of the vessel, and compliance with applicable Agreement terms.

29. **Attorney's Fees**: If LICA retains an attorney to enforce its rights or remedies under this Agreement or as provided by State or Federal law, whether or not a lawsuit is actually filed, LICA shall be entitled to recover from the Vessel Owner the fees charged by such attorney. In the event either LICA or Vessel Owner brings any action or proceeding in connection with this Agreement, the party prevailing therein shall be entitled to recover as part of such action or proceeding attorney's fees, expert witness fees, court fees and other costs of suit.

30. **Right to Interrupt Utilities During Repairs, Renovation, Construction**. It is understood that, from time-to-time, in order to maintain, replace, and/or improve the docks, ramps and other structures, it

will be necessary to interrupt power and other utility services. Vessel Owner therefore represents and warrants the Vessel does not leak and is otherwise seaworthy in all respects, and that all Vessel batteries used to power her bilge pump(s) or other dewatering equipment shall be maintained in a fully charged condition, sufficient that the Vessel can be unplugged from dockside electricity for a minimum of ten (10) days, with sufficient battery power to drive bilge pump(s) and any other dewatering equipment aboard the Vessel.

Vessel Owner also understands it is possible refrigeration systems might be temporarily inoperable during periods of construction or renovation, and that it is Vessel Owner's responsibility to remove perishable food items from refrigerators/freezers during such periods. If LICA deems it necessary or prudent to interrupt power for emergency or urgent repairs it may do so without prior notice to Vessel Owner. Vessel Owner understands that during periods of construction, renovation or other work it will be difficult or impossible to accurately predict how long such work will take.

31. **LICA Rights to Move Vessel During Construction, Renovation, Other Construction.** Vessel Owner understands and agrees that in order to accomplish maintenance, replacement and/or improvements to the docks, ramps and other infrastructure, from time to time it will be necessary to move the Vessel temporarily to a location other than the assigned slip to another location designated by LICA. During such periods it might be necessary to move the Vessel to a less desirable location, and/or to secure the Vessel to another vessel. In the event it becomes necessary or desirable to move the Vessel during such work, LICA shall provide Vessel Owner at least five (5) calendar days' advance notice. Within three (3) calendar days following Vessel Owner's receipt of such notice, which will be presumed three (3) days after mailing, Vessel Owner shall either: (1) within the period specified in the notice move his or her Vessel to the space designated by LICA; or (2) permit LICA or its authorized agent to move the Vessel to the designated space, with actual costs to be borne by Vessel Owner. If the Vessel Owner elects not to move the Vessel or fails to do so within the period specified in the notice, LICA and/or its designated agent shall be permitted to do so, without further notice to Vessel Owner. Vessel Owner understands that it might be necessary during the course of such work to temporarily locate the Vessel to another slip, and that during such period the Vessel might be side-tied to a wharf or rafted together with another vessel or vessels, and that as a result the Vessel might not be readily accessible during the temporary period of relocation. Vessel Owner agrees that, in the event his/her Vessel is not readily accessible, he/she shall contact LICA at least twenty-four (24) hours in advance of intended use to obtain assistance in gaining access. LICA reserves the right, following completion of such work, to assign the Vessel to any slip or space it deems suitable.

32. **Security.** LICA provides no security protection and assumes no responsibility whatever for the personal safety of the Vessel Owner or his/her guests, or for the safety of any vessels or their appurtenances. If LICA elects to do so, it is understood that such security is solely for the protection of property under LICA's control.

33. **No General Waiver.** Waiver of any provision or condition herein by LICA shall not be deemed to be a continuing waiver or a waiver of any other provision or condition. The exercise for failure to exercise any remedy provided herein for any breach hereof shall not be deemed as a waiver of LICA's right to have that or any other remedy specified above for any other breach of the same or any other provision of this Agreement. Failure by LICA to exercise any of its rights under this Agreement or LICA's acceptance of fees or other monies after any default shall not be considered or construed to waive any right of LICA or to affect any notice or legal proceedings theretofore given or commenced.

34. **Physical Inspection.** LICA reserves the right to inspect the Vessel before her arrival at the premises, and to immediately terminate (or decline to execute) this Agreement if the Vessel is not in a condition that is, in LICA' s *sole opinion*, satisfactory. LICA also reserves the right to require Vessel Owner to provide a copy of a marine survey of the Vessel detailing her condition, prepared by an accredited marine surveyor within 365 days preceding LICA' s request. LICA shall also be permitted upon the arrival of the Vessel and from time to time thereafter, as LICA may in its sole discretion determine is necessary for purposes of health and/or safety, or to inspect the Vessel to evaluate her overall condition.

35. **Use of Vessel for Pleasure Only.** Unless LICA otherwise agrees in writing in advance, Vessel Owner shall use the slip, mooring or dry storage space only for non-commercial, pleasure purposes and will not use the Vessel in connection with any commercial purpose such as Air B&B' s, Boat Bound, Boat Setter, Turo, vessel charters, vacation rentals, charter boat rentals, houseboat rentals, boat rentals, etc. Vessel Owners who use their vessel for charter purposes or any other commercial activities MUST perform such activities away from LICA Facilities. Charter customers will not board nor disembark at any LICA facility unless such use is expressly authorized in advance, in writing, by LICA.

36. **Electrical Extensions/Dock Power Connections.** All electrical cords and adaptors connected to the dockside power receptacle must be unmodified, weatherproof, comprised of three wires, grounded and U.L approved for marine use. All power cords, adapters and plugs must be unmodified and equipped with an acceptable ground and weather-proofing in accordance with Article 555 (or successor Article) of the National Electrical Code. GFI protection might not be provided at the electrical pedestal. The Vessel Owner is responsible for providing GFI protection when using the provided electricity. Neither Vessel Owner nor anyone at his or her direction are permitted to alter electrical or other utilities in any manner under any circumstance. All cords must be rated 30 amp or 50 amp according to the receptacle provided to Vessel Owner at his/her assigned Slip. Household cords (even outdoor rated) are not allowed. Vessel Owners must direct all divers to unplug their vessel when diving on the boat. Vessel Owner must certify that the vessel is grounded and has overcurrent protection that meets ABYC standards. Vessel Owner agrees that shore power cords have a 5-year life cycle and must be replaced every 5 years to avoid fire hazards and damage to electrical systems. Only coupling rings that are marine rated and waterproof are allowed to connect shore cords. Vessel Owner agrees to use only ABYC certified marine electricians to work on electrical systems aboard vessel. If LICA determines faults are found with Vessel Owner' s shore power cord or vessel, power shall be disconnected immediately and remain off at Vessel Owner' s risk until necessary repairs are made. Vessel Owner must make repairs within 48 hours and certify the Vessel has sufficient battery power or a generator to power bilge pumps while shore power is disconnected. Vessel Owner may only employ marine electricians to work on board their vessel and may not employ anyone to work on property subject to LICA' s control, including power pedestals.

37. **Securing Vessel.** At all times during which the Vessel is berthed at the slip, Vessel Owner shall cause it to be safely and properly secured in her slip in a manner acceptable to LICA. All vessels will be secured in the slip with over-sized lines for the size and weight of the vessel. Unless secured at an end or side tie, vessels are to be secured with a minimum of three lines, and with at least two fenders attached. Spring lines are not required but are recommended. Dock lines will be maintained in a safe manner (non-chafed, without evidence of significant deterioration). The Vessel may not extend over the main dock, as such overhangs pose a risk of personal injury. If a vessel overhangs the dock or is secured in a manner that LICA deems unsafe, it may resecure the vessel in such a way that it does not overhang the dock or pose a safety risk, and in such event Vessel Owner shall pay LICA a minimum amount of \$250.00, plus the actual costs of materials. However, LICA assumes no responsibility for the safety of the Vessel and

will not be liable for fire, theft or any damage to said Vessel, its equipment, or any property in or on said Vessel by reason of LICA's decision either to re-secure the Vessel or to not re-secure the Vessel.

38. **Damage to Property Under LICA's Control by Vessel Owner, Etc** . In the event the dock, gangway or other associated property is damaged or destroyed by any negligent conduct by Vessel Owner or his/her guests or invitees, or the negligent failure of Vessel Owner to maintain or operate his/her Vessel, he/she shall immediately, upon demand by LICA and presentation to the Vessel Owner of a statement of damages, tender full payment to LICA to cover the cost of such damage(s) or loss(es).

Vessel Owner shall not be permitted to alter the dock in anyway. If Vessel Owner does, Vessel Owner will be charged a minimum of (\$100.00) hundred dollars to reverse the alteration or if the cost to reverse the alteration is greater, Vessel Owner will be charged the greater.

39. **Effect of Damage or Destruction**. In the event of damage to or destruction of the slip, mooring or dry storage space by fire, flood, earthquake, or any other cause or causes, LICA shall have the option to: (1) treat this Agreement as continuing and repair or restore the damaged or destroyed property to substantially their pre-damage condition within sixty (60) days of the final approval of required permits or, if insured, within sixty (60) days following final approval of required permits, whichever period is longer; or (2) terminate this Agreement and all further obligations hereunder of either Party by written notice to Vessel Owner. After the occurrence of such damage or destruction, LICA shall attempt, within reasonable operational constraints (which shall be within the discretion of LICA), to provide a temporary slip, mooring or dry storage space for the Vessel until repairs have been affected to LICA's satisfaction. If a temporary slip, mooring or dry storage space is not so available and the Vessel's assigned slip, mooring or dry storage space remains partially useable (even if parts are damaged), the Vessel shall remain in or be returned to her slip, mooring or dry storage space when LICA deems it safe to do so, and in such event the Vessel Owner's obligation to pay fees hereunder shall be abated in an amount which LICA, in its sole discretion, shall determine to be proportionate to the area of the slip, mooring or dry storage space rendered unfit for use by Vessel Owner during the period of repair or restoration.

40. **Reporting of Information to County Assessor's Office**. Vessel Owner agrees that LICA may, upon request by the Orange County Assessor's Office, provide it with personal and vessel information set forth in this Agreement. Vessel Owner understands that he/she is responsible for paying all vessel taxes or assessments due to any governmental agency, and he/she agrees to indemnify, protect and defend LICA from actual or potential liability arising as a result of a failure to pay such taxes or assessments.

41. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

42. **Miscellaneous**: This Agreement and the terms, provisions and conditions incorporated by reference herein, contain all of the understanding between the parties regarding the subject matter hereof; there are no other terms, written or oral, expressed or implied. This Agreement may be modified only in writing, signed by the party to be charged. The terms hereof shall not be strictly construed against either party. If any term hereof is held invalid by a court having jurisdiction, the remaining terms shall continue in full force and effect. Either Party's failure or delay in exercising any right, or waiver of any default hereunder shall not be deemed a waiver of such right nor a waiver of any continuing or subsequent default.

THIS AGREEMENT DOES NOT CREATE A BAILMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICA DOES NOT HEREBY ASSUME CUSTODY OR POSSESSION OF THE VESSEL OR ANY RESPONSIBILITY WHATSOEVER FOR THE CARE OR PROTECTION OF SAME AND VESSEL OWNER ASSUMES ALL RISKS ASSOCIATED WITH THE USE AND OCCUPANCY OF THE SPACE.

VESSEL OWNER AGREES AND UNDERSTANDS THAT LICA SHALL NOT BE CONSIDERED AN INSURER OF THE VESSEL OR ANY PROPERTY OF THE VESSEL OWNER AND OTHERS CONTAINED ON THE VESSEL OR IN THE SPACE

VESSEL OWNER REPRESENTS AND WARRANTS THAT ALL STATEMENTS HEREIN ARE FULL, TRUE AND CORRECT. VESSEL OWNER ACKNOWLEDGES THAT LICA HAS FULLY RELIED ON THESE STATEMENTS IN EXECUTING THIS AGREEMENT.

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

Vessel Owner's Signature Phone # _____ Dated: _____ (Vessel Owner)

Print Name of Vessel Owner

LIDO ISLE COMMUNITY ASSOCIATION

By: _____ Dated: _____

Print Name

Its: _____

RULES AND REGULATIONS

1. **Water/Power/Cable/Dock Lines.** Water, telephone, cable, dock or power lines shall not cross main head walks nor cross any dock.
2. **Vessel Inspections.** The LICA reserves the right to inspect all boats to determine if they are properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations.
3. **Fishing/Swimming.** Fishing and swimming from docks, gangways and vessels is expressly prohibited. Cleaning of fish on docks or surrounding areas is prohibited.

4. **Bicycles/Skates, Etc.** No person shall roller skate, roller blade, skateboard, ride bicycles, motor scooters or motorcycles on the docks or gangways.
5. **Electrical Connections.** In accordance with the National Electrical Code, Article 555, all connections made to receptacles shall be U.L. approved weatherproof, three wire, grounded type. Wiring must be of adequate size for the power provided. Cords may not be affixed to the docks.
6. **Children.** Children under 12 years are not permitted on docks without the immediate presence of their parents or other responsible adults. Non-swimmers or toddlers are requested to wear life jackets when on the docks or boat decks. Children under 18 must have adult supervision while on the docks.
7. **Notification of Unsafe Conditions.** Vessel Owner shall promptly notify LICA of any unsafe or hazardous condition that comes to their attention.
8. **Hazardous Activities/Barbecues.** All high-risk fire hazards, including refueling vessel and auxiliary watercraft at dock side, and storing flammable material on docks, are strictly prohibited. Propane fueled barbecues are permitted on vessels. Barbecues of all type are strictly prohibited on docks.
9. **Noise and Conduct.** Vessel Owner shall not make or allow any disturbing noises on the docks or anywhere on the premises, with particular emphasis between the hours of 10:00 p.m. and 7:00 a.m., either by Vessel Owner or his/her family or guests, nor shall Vessel Owner permit such persons to engage in any conduct which will interfere with the rights, comforts or convenience of others. The activities and conduct of Vessel Owner and/or Vessel Owner's family and guests must be reasonable at all times. Except for entering or leaving the slip or as necessary in an emergency, main engines, power-generation equipment, or other noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. without prior permission from LICA. Halyards shall be secured to eliminate noise. Vessel Owner assumes full responsibility for his/her guests' conduct and agrees to be held jointly and severally liable for all consequences of his/her guests' actions or misconduct. Vessel Owners are not permitted to have parties on the dock without prior consent of LICA.
10. **Use of Floats.** The use of docks/floats to store or place supplies, materials, accessories, or gear of any kind is prohibited.
11. **Boarding Steps, Dock Boxes and Other Dock Obstructions.** Dock obstructions may pose potential hazards. Therefore, apart from boarding steps that have been approved by LICA, and dock boxes, nothing may be left on the docks or other places located on docks. Dock boxes must be secured with a combination lock and vessel owners must, upon request by LICA, provide the combination to LICA. Water hoses may NOT be stored on docks. Hoses must be disconnected from the dockside connection and the vessel at all times when not actively being used. Hoses must be turned off, disconnected and removed from the dock when not in use. Power cords may not be placed on docks in such a manner as to present a possible trip hazard. Temporary, removable, non-affixed, non-secured dock steps used for ingress to and egress from a vessel shall not be wider than one-half of the width of the finger to which the vessel is berthed, and no more than three feet in length. The steps must be of a light-weight construction and approved in advance by LICA. LICA reserves the right to prohibit storage within dock steps.
12. **Damage to Property.** Vessel Owners will be held responsible for any damage to the premises and/or structures (including docks, ramps, electrical pedestals and/or utilities) caused by vessel owners and their guests, agents and/or employees.
13. **Repair of Damages Caused by Vessel Owner.** Such damage will be repaired or corrected solely by LICA at the expense of the vessel owner. Vessel Owners are not permitted to alter the dock in anyway. If Vessel Owner does so, he/she will be charged a minimum of (\$100.00) hundred dollars to reverse the alteration or if the cost to reverse the alteration is greater, Vessel Owner will be charged the greater.
14. **Offensive or Harmful Conduct.** Disorder, depredations or indecorous conduct by Vessel Owner or Vessel Owner's family or guests that might injure a person, disturb other berth users, cause

damage to the property or harm the reputation of LICA shall be just cause for immediate termination of the Vessel Owner's Agreement.

15. **Solicitations.** Solicitation for business and offering for sale goods, wares, merchandise or services, or solicit orders on the premises is prohibited.
16. **Television/Satellite Antennas.** Television and satellite antennas are prohibited on or about vessels without the prior written approval of LICA.
17. **Approved Equipment/Alterations to Docks & Premises.** All equipment used on floats by Vessel Owners must be of a type approved by LICA. Vessel owners may not install additional items of any kind within slips or in any way make alterations to the dock and fingers. **Dock wheels are expressly prohibited.** Any installation within a slip must be approved by LICA. All installations on the floats shall be installed by LICA or its designee. Cost of such additional and approved installations requested by a vessel owner will be charged to him or her.
18. **Maintenance of Slip and Surrounding Environs.** Vessel Owner agrees to maintain the Slip, the walks, floats, ramps, gangways and docks in, about and surrounding the Slip in a neat, clean and unobstructed condition at all times. Should it become necessary for LICA to maintain the area in said condition, it will be done at Vessel Owner expense.
19. **Disposal of Refuse:** Vessel Owners may not deposit into any garbage can or other receptacle any of the following: (1) paint, solvent, varnish, thinner, non-edible oil, fuel or other flammable or hazardous materials; (2) vessel parts, including but not limited to batteries, engine machinery parts, interior parts, fastenings or upholstery; or (3) any item weighing in excess of 20 pounds. Large items and illegal dumping are prohibited. Anyone found to be dumping large items or illegal dumping will be assessed a fee.
20. **Pets.** Dogs are permitted on the docks only if they are leashed at all times, and provided they do not bark, growl or create any disturbance. LICA reserves the right, within its complete discretion, to prohibit any dog from accessing the docks. No pets, other than dogs, are permitted on the docks.
21. **Hose - Nozzles.** Hoses present on a dock can present a trip hazard, and hoses can burst if deteriorated and the water is turned on. Hoses therefore may not be connected or placed on docks unless they are actively being used. When not in use they must be stored aboard the Owner's vessel. Automatic shut-off nozzles must be attached to hoses in order to conserve water.
22. **Working on Vessels.** Apart from ordinary maintenance, no work involving a vessel may be accomplished while at a dock or mooring. Prohibited work includes, but is not limited to, major repairs, painting, scraping, changing oil or lubrications, overhauling, fiber glassing and similar types of work, heavy sanding, use of paint remover, spray guns, or the burning of paint on the topsides or above the decks. Vessel Owners are required to recover and dispose of all sanding dust. Work of any kind aboard a vessel, including routine maintenance (as limited above) to be undertaken by other than the Vessel Owner, must be approved in advance of such work, in writing, by LICA. Vessel owners and contractors retained by them to work on a vessel must adhere to the Maintenance Best Practices specified below.
23. **Flammable Materials, Gas/Diesel Cans/Containers & Fuel Leaks.** No one may burn paint or use flammable materials, gas/diesel cans/containers without the prior written consent of LICA. Vessel owners may not store any flammable materials or fuel cans/containers anywhere on the docks, including within any boarding steps, and aboard a vessel. In the event a vessel experiences a leak or spill of any fuel or other combustible liquid within the interior of a vessel, the vessel owner shall immediately report such event to the Newport Beach Fire Department, and to LICA. In the event of such leak or spill of combustible liquid, vessel owners shall immediately contact an emergency vessel towing service to arrange for the removal of the vessel from the premises, provided it has been determined this can be safely accomplished. Vessel owners shall, before returning a vessel, arrange to have the problem(s) causing any leak or spill permanently corrected.
24. **Maintenance Best Management Practices.** Vessel owners and contractors working on vessels must adhere to the following procedures.

Policies.

- a) All contractors, independent contractors and self-employed boat workers hired by Owner must maintain current insurance in the amount of \$500,000, a current business license, and worker compensation coverage for employees. LICA requires the use of the below Best Management Practices.
- b) Vessel owners may undertake basic boat projects as needed to maintain the good appearance and safety of their vessels.
- c) Substantial work must be approved by LICA prior to undertaking the project. Whether any work on a vessel is “substantial” shall be within LICA’s sole discretion.

Engines and Bilges/Disposal of Contaminants, Parts, Etc.

- a) Use absorbent bilge pads to soak up oil and fuel.
- b) Do not discharge bilge water if there is a sheen to it.
- c) Recycle oil and fuel products properly.
- d) Absorbent pads, fuel, paint, oil, other liquid waste, batteries, engine parts, or other contaminated materials and filters materials must be removed from the premises and disposed of properly at a facility authorized to dispose of such materials.

Painting, Varnishing and Bottom Paint.

- a) Limit the amount of open solvents or paints on the docks to one (1) gallon at a time.
- b) Always mix paints and epoxy over a tarp.
- c) Always pan or drop cloth.
- d) Use up remaining bits of paint by spreading it on an old board.
- e) Spray painting is not allowed.
- f) LICA recommends the use of non-toxic, biocide free bottom paints.
- g) Bottom cleaning must utilize a process designed to minimize discharge of bottom paint.

Surface Preparation.

- a) Use biodegradable soaps, cleaners and teak cleaners approved for ocean waters.
- b) Liberally use tarps to capture all scrapings, debris and drips. No material may enter the water.
- c) Use vacuum power sanders, vacuum all dust and debris. No material may enter the water.

Sewage.

- a) Untreated sewage must never be discharged into the harbor waters.
- b) Store sewage in holding tanks and dispose of sewage properly at pump-out stations.

Chemical Storage.

- a) Purchase only the amount of chemicals/paints needed for a project.

- b) Review storage of paints, varnishes, solvents, and chemicals every six months.
- c) Do not store more than two gallons (total) of these products in or on vessels.
- d) Never store any of these products in a dock steps.

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