

KONA KAI RESORT

Rules and Regulations

ATTACHMENT TO CONTRACT FOR PRIVATE WHARFAGE

1. Safe Mooring. All boats shall be moored in a safe manner.
2. Vessel Inspections. The Marina 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 or swimming from Marina premises shall not be permitted.
4. Bicycles/Skates. No person shall roller skate, skateboard, ride bicycles or motorcycles on the docks or gangways located at the Marina. Bicycles and motorcycles may not be stored on the docks.
5. Projections Beyond End of Berth. The maximum distance by which any boat (including all extensions such as swim steps, booms, etc.) may project beyond the end of the berth shall be 3 feet. No part of the boat shall extend over the main head walk. All boat berthing spaces must be occupied by an appropriate size boat.
6. Electrical Connections. The use of electrical extensions is at the sole risk of Owner or other user and the Marina shall not be liable for damages caused by or as a result of the use of any electrical appliance. All shorelines, adapters and dockside male plugs MUST be equipped with an acceptable ground weather-proofing, in compliance with Article 555 of the National Electrical Code. Owner may not open or otherwise tamper with electrical boxes or any component of the Marina's electrical system.
7. Utility Lines. Water, telephone, cable or power lines shall not cross main head walks.
8. Children. Children under 12 years are not permitted on floats without the immediate presence of their parents or other responsible adults
9. Notification of Unsafe Conditions. Owner shall promptly notify Marina of any unsafe or hazardous condition that comes to their attention.
10. Hazardous Activities. All high-risk fire hazards, i.e., refueling boats at dock side, storing flammable material in dock boxes, etc. are strictly prohibited.
11. Discharges from Vessels/Disposal of Liquids. No Owner shall throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, oily bilges in the harbor. All such matter shall be deposited in appropriately marked containers within the Marina.
12. Laundry. There shall be no laundering or drying of wearing apparel on deck or rigging at the Marina. Washers and dryers are available at the restroom facilities.
13. Equipment Noise. Except for entering or leaving the Slip, main engines, power-generation equipment, or other noise-making machinery shall not be operated between the hours of 7:00 p.m. and 9:00 a.m.
14. Engine Operation. Engines may not be operated in gear while boats are secured to dock.
15. Speed Limit. Vessel shall not be operated in such a manner as to create a wake while on Marina's premises.
16. Improper Vessel Handling. Improper or unsafe boat handling shall be just cause for immediate termination of the Owner's Contract for Private Wharfage.
17. Use of Floats. The use of floats to store or place supplies, materials, accessories, or gear of any kind shall not be permitted within the Marina except in lockers provided.
18. Boarding Steps. Any steps used for ingress to and egress from a vessel shall not be wider than one-half (½) of the width of the finger to which the Vessel is moored. The steps must be of a lightweight construction and approved in advance by the Marina. The steps may not be used as a storage locker.
19. Vessel Repairs. No rebuilding, hull painting, major repairs or overhauls shall be made on boats while moored at the Marina without written approval by Marina before any said repair, etc., shall have begun. Extent of such repairs shall be at the discretion of the Marina. Any damage caused to the premises shall be repaired or corrected solely by the Marina at the expense of the Owner.
20. Damage to Marina Property. Each Owner will be held responsible for any damage to the Marina premises and/or structures caused by Owner, his/her guest, agents and/or employees.
21. Repair of Damages Caused by Owner. Such damage will be repaired or corrected solely by Marina at the expense of the Owner.
22. Offensive or Harmful Conduct. Disorder, depredations or indecorous conduct by Owner or his visitors that might injure a person, disturb other berth occupants, cause damage to the property or harm the reputation of the Marina shall be just cause for immediate termination of the Vessel Owner's Contract for Private Wharfage.

23. Solicitors/Posting of Signs/Boarding of Vessels by Dockmaster. Except by mutual written agreement between them, neither the Marina nor Owner shall permit solicitors, brokers, salesmen or workmen, other than regular employees of the Marina (and others authorized by the Marina for work deemed by it to be necessary) and full-time hands regularly employed on the Vessel while it is in the Slip assigned, to access the Marina's premises. Owner shall not post any "For Sale" sign(s), notices or advertisements on the Vessel or floats, gangways, docks or on any other Marina property. Dockmaster or any of his/her assistants may, without liability to Owner or his/her guests or any other person, board any vessel at any time, without prior notice, regardless of documentation, for health, environmental or safety purposes, or to protect the Marina or other property, and/or the public peace.
24. Commercial Use of Vessel. Use of any boat moored at the Marina for commercial purposes is not permitted without the prior written approval of the Marina.
25. Responsibility for Damages. The Marina is not responsible for any losses on or damage to boats at the Marina. Each Owner will be held responsible for damage which he and/or his Vessel may cause to other boats or structures in the Marina.
26. Small Boat and Equipment Storage. Only one Sabot, inflatable, kayak, canoe, dinghy or jet ski may be stored on the Vessel or in the Slip, on in an assigned rack space, if any. None of these types of small boats may be launched from Marina docks unless the Owner of such boat(s) is entitled as a party to a current and valid Contract for Private Wharfage to use the Marina's dock space. Owner shall not store or leave any items on the floats, docks, fingers or landings, including plants, bicycles, dinghies and other items. Bicycles must be stored on the Vessel. Dinghies may only be stored on the Vessel or in the water adjacent to the bow of the Slip provided, however, that no part of a dinghy protrudes beyond the confines of the assigned Slip. The Marina strongly urges Owner to use a lock and chain, as the Marina shall not be held liable for the loss or theft of any dinghy. No other type of craft other than dinghies may be stored at the Marina without the Marina's prior written authorization..
27. Amendment of Rules/Statutes/Regulations. Ordinances and regulations governing or pertaining to the Marina, and amendments to them, shall form a part of the Contract for Private Wharfage.
28. Television Antennas. No television antennas, satellite dishes or any other device used to receive transmitted signals may be affixed to any Marina property.
29. Current Contract Required. No boat may be moored at the Marina unless a current Contract for Private Wharfage is in effect between the Owner of said boat and the Marina.
30. Use of Approved Equipment/Alterations to Docks & Premises. All equipment used on floats by vessel owners (dock wheels, boarding ladders, etc.) must be of a type approved by Marina. Vessel Owners may not install additional dock lockers, fenders, bumpers, rub rails, rollers, or cleats in any way make alterations to the dock and fingers. Boat bath installations that are tied to the boat and utilize built-in floats for support are approved by the Marina. All other installations must be approved by the Marina on an individual basis. All installations on the floats shall be installed by Marina PERSONNEL. Cost of such additional installations will be charged to the Owner of the Vessel occupying the Slip.
31. Transfer of Interest in Vessel. When a Slip occupant sells or otherwise transfers his interest in his boat, he may upon approval of the Marina continue renting the Slip providing he obtains another boat of appropriate size within 30 days and his/her original vessel is first vacated. Failure to do so, or otherwise make arrangements with the Marina, will result in the cancellation of Owner's Contract for Private Wharfage.
32. Parking. Owner shall comply with all vehicle-parking restrictions set forth in the then current Marina Rules and Regulations. The Marina reserves the right to charge a fee for parking, which shall be subject to change from time-to-time. Changes to parking regulations/fees will be posted on the bulletin board at the Marina office. The Marina, its officers, agents or employees shall not be liable to Owner or Owner's agents for any loss of, or damage of any kind to any motor vehicles or other personal property in or on the buildings, parking lots, or other Marina premises.
33. Maintenance of Slip and Surrounding Environs. 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 Marina to maintain the area in said condition, it will be done at Owner's expense.
34. Disposal of Refuse. The Owner shall not deposit into any garbage can or other receptacle located on Marina property any of the following: (1) paint, varnish, thinner, non-edible oil or other flammable or hazardous materials; (2) vessel parts, including but not limited to engine machinery parts, interior parts, fastenings or upholstery; or (3) any item weighing in excess of 20 pounds.
35. Living Aboard. Owner's Vessel shall not be used by any person for purposes of living aboard without prior written approval by Marina. Occupancy of the Vessel by the Owner or others in excess of an aggregated 90 days within any one year period or continuous periods of three days or more (or such other time periods as shall be designated from time to time by governmental authority) shall constitute living aboard the Vessel for purposes hereof.
36. Hose - Nozzles. Automatic shut-off nozzles must be attached to hoses in order to conserve water.
37. Fishing, Bait Receivers, Fish Cleaning. Unless otherwise posted by Marina, fishing is not permitted on Marina property. Fish cleaning is not permitted on Marina's premises. Parts of fish produced during cleaning aboard the Vessel may not be deposited into the water. Owner may not place a bait receiver, bait tank or similar device in the water, unless the Marina authorizes it in writing.

38. Articles Left in Storage Locker. The Marina is not responsible for any article remaining in Owner's storage locker once Owner has moved his/her Vessel or abandoned his/her Vessel. Owner further agrees that the Marina, in its exclusive discretion, may remove and dispose of any such articles left behind in which case all proceeds derived from such disposal, if any, shall become the sole property of the Marina.
39. Release From Soot, Smoke, Oil or Wake Damages. Owner does hereby release the Marina from any and all claims, damages or liabilities arising out of the injury or damage to Owner, his/her guests or employees, or his/her Vessel or her contents, from soot, smoke, oil, wake or any other substance existing upon, in or over waters in Marina's premises. Owner further agrees to indemnify the Marina and save it harmless against any liabilities the Marina may now or hereafter incur, and to indemnify any third party against claims or expenses or loss out of injury or damage caused by wake, smoke, oil, or any other foreign substances existing upon, in or over the water within Marina's premises.
40. Physical Inspection. Owner agrees that upon the arrival of his/her Vessel, and from time to time as the Marina may in its sole discretion determine is necessary for purposes of health and/or safety, the Vessel shall be subjected to physical inspection and approval by the Marina; failure to permit such inspections will be regarded as a fundamental breach of the Agreement and such failure will automatically terminate the Marina's obligation under the Agreement to provide wharfage services.