

BOAT BUILDING AND REPAIR FACILITY

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

ORDINANCE NO. 16

THE BOAT BUILDING AND REPAIR FACILITY RULES
AND REGULATIONS ORDINANCE

AN ORDINANCE ESTABLISHING RULES, REGULATIONS AND ENFORCEMENT
PROCEDURES FOR THE BOAT BUILDING AND REPAIR FACILITY

THE BOARD OF HARBOR COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,
RECREATION AND CONSERVATION DISTRICT DOES HEREBY ORDAIN AS
FOLLOWS:

ARTICLE I SHORT TITLE; DEFINITIONS

SECTION 1.1 SHORT TITLE

This ordinance shall be known as "The Boat Building and Repair Facility Rules and Regulations Ordinance".

SECTION 1.2 DEFINITIONS

For the purpose of this ordinance, certain words and phrases used herein are defined as follows:

(a) "District" shall mean the Humboldt Bay Harbor, Recreation and Conservation District.

(b) "Board" or "Board of Commissioners" shall mean the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District.

(c) "Humboldt Bay" shall mean the land and overlying waters, to the limit of tidal action, of what is commonly known as Humboldt Bay, Humboldt County, California, including the land and overlying waters of all streams and estuaries tributary thereto to the limit of tidal action.

(d) "BBRF" or "Boat Building and Repair Facility" shall

mean the boat building and repair facility and ancillary facilities owned by District located at #1 Yard Road in Fields Landing and within Humboldt County, California.

(e) "Harbor Master" shall mean the Chief Executive Officer or a designated representative of the District.

(f) "Lessee" means the legal owner, operator, or individual in legal possession of a vessel or equipment using the facilities at the Boat Building and Repair Facility by authority of District under Rental Agreement or Temporary Assignment.

(g) "Temporary Assignment" means the right to interim use of a described area for any vessel or equipment by Lessee requesting use of the facilities for less than 30 days.

(h) "Rental Agreement" means the right to month to month use of a described area for any vessel or equipment by Lessee requesting use of the facilities for more than 30 days.

(i) "Anchoring" means attaching a vessel to the bottom or shore of Humboldt Bay using equipment, lines, ropes, chain or cable which is carried on board such vessel as regular equipment when underway.

(j) "Float" means any floating platform normally used for mooring or securing of vessels.

(k) "Mooring" means any weight, chain, rope, floating objects, structure or appliance used alone or together for the purposes of holding a vessel in a particular place and which is not carried on board such vessel as regular equipment when underway.

(l) "Pier" means a structure built out into the water with piles for use as a landing place.

(m) "Wharf area" means and includes pier, wharf, bulkhead, bulkhead wharf, seawall, seawall structure, embankment, thoroughfare, and other port terminal facility areas along side of which vessels may lie or which are suitable for and are to be used in the loading and unloading, assembling, distribution and handling of merchandise.

(n) "Space" means an area under District authority,

designated by District, to be used by Lessee for the purpose of vessel building, repairs and maintenance, and storage of vessels and marine equipment.

(o) "Travelift" means the one hundred and fifty (150) ton travelift owned by District and located at the Boat Building and Repair Facility in Fields Landing.

(p) "Vessel" includes every description of water craft used or capable of being used as a means of transportation on water. For purposes of this Ordinance the following shall also be included in this definition: (1) a seaplane on the water; (2) barges, dredges, platforms, etc.; (3) a water craft specifically designed to operate on a permanent fixed course, the movement of which is restricted to or guided on such permanently fixed course by means of a mechanical device on a fixed track or arm to which the water craft is attached or by which the water craft is controlled, or by means of a mechanical device attached to the water craft itself.

(q) "Marine Equipment" and "Equipment" means any equipment used in conjunction with the maritime industry.

(r) "Abandoned" means any vessel or equipment moored, anchored, aground or placed at the BBRF or other District owned facilities in excess of twenty four (24) hours without a valid Rental Agreement, Temporary Assignment or expressed written consent of the Harbor Master.

ARTICLE 2 AUTHORITY OF THE HARBOR MASTER

SECTION 2.1 Duties of the Harbor Master

The Harbor Master, Humboldt County Sheriff, United States Coast Guard, or their designated representatives shall have authority to enforce the provisions of this ordinance and all lawful regulations and laws affecting the Boat Building and Repair Facility. It shall be the duty of the Harbor Master to:

(a) Carry out and enforce the orders of the Board, the provisions of this ordinance and all regulations and laws of the District.

(b) Assign spaces to vessels and equipment at the Boat Building and Repair Facility.

(c) Execute on behalf of the District Rental Agreements and Temporary Assignments for the assignment of spaces for vessels and equipment at the Boat Building and Repair Facility.

(d) Order any vessel or equipment improperly occupying or using a space or in violation of any provision in this ordinance, to change its position to one as the Harbor Master shall designate or to remove the same from the Boat Building and Repair Facility or District property, and in the event the Harbor Masters orders are not complied with to cause such vessel or equipment to be moved and to collect the cost thereof from such Lessee or owner thereof.

(e) Report promptly to the proper authorities any violation of the laws of the United States for the protection of navigation and the preservation of navigable waters or any violation of state or local laws or regulations.

(f) The Harbor Master shall be subject to such further rules and regulations as may be provided by the Board of Commissioners by resolution or motion.

ARTICLE 3 LIABILITY OF LESSEE

Section 3.1 Assumption of Risk

Any person using the facilities at the Boat Building and Repair Facility shall assume all risk of damage or loss to his property and the District assumes no risk on account of fire, theft, act of God, or damage of any kind to vessels or equipment at the Boat Building and Repair Facility.

Section 3.2 District Not Liable for Loss

The District shall not be liable in any manner or for any cause whatsoever for any vessel or equipment or its contents, gear thereof, or any loss or damage thereto howsoever occasioned, storage shall be at the sole risk of Lessee.

Section 3.3 Compliance with Rules

At all times Lessee shall comply and shall obtain the compliance of and be liable for, Lessee's family, employees,

agents, business visitors, contractors and invitees, of all laws, ordinances, rules and regulations, including those of the federal and state government, the County of Humboldt and the District. District may remove any vessel or equipment from any space to any other space, or to place the same in storage at Lessee's expense if in the discretion of the District it may be necessary to do so for the safety or security of the vessel or equipment or District's property or to repair District's facilities, or for any other reason in the best interests of the District, and District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

Section 3.4 Removal of Vessel and Equipment

In the event District deems it necessary to resecure or relocate a vessel or equipment for any reason, Lessee shall pay a reasonable cost or charge therefor, plus all costs and materials used therefor. District shall assume no responsibility for the safety of vessels or equipment and shall not be liable for fire, theft, or any damage to vessels or equipment by reason of District's decision either to resecure the vessel or equipment or not to resecure the vessel or equipment.

Section 3.5 District Not Liable for Removal

Removal, relocation or storage of vessels and equipment as provided in this ordinance shall be without liability to the District, its Harbor Master, employees or agents.

Section 3.6 Insurance Requirements

All contractors shall have on file with the District, prior to commencement of work, current liability insurance listing the Humboldt Bay Harbor, Recreation and Conservation District as additionally insured.

ARTICLE 4 RENTAL AGREEMENTS AND TEMPORARY ASSIGNMENTS

No person (including the owner, master, operator, or person in possession of a vessel or equipment) shall moor, anchor or place a vessel or equipment at, in or on the Boat Building and Repair Facility or District property without having first secured a Rental Agreement or Temporary Assignment from the Harbor Master in the form and manner provided therefor.

Section 4.1 Rental Agreements

Assignments shall be made from a chronological waiting list. A vacant space assignment will be offered first to that person highest on the list for that size assignment and then, if refused, in sequence to those next on the list. Acceptance of an assignment must be indicated within five (5) days of notification by payment of rents and deposits, and execution of a Rental Agreement and indemnity agreement, and a statement of ownership and registration.

Section 4.2 Temporary Assignments

Temporary Assignments shall be made on a space available basis. Acceptance of an assignment must be indicated within five (5) days of notification by payment of rents and execution of a Temporary Assignment and indemnity agreement, and a statement of ownership and registration.

Section 4.2 Termination of Rights

Upon expiration of the Rental Agreement or Temporary Assignment, unless extended or renewed, and all rights thereunder shall automatically cease and terminate. No Rental Agreement or Temporary Assignment shall be renewed if the holder thereof is in violation of any of the terms of this ordinance or regulations of the District or the Rental Agreement or Temporary Assignment. No Rental Agreement or Temporary Assignment shall be renewed until all fees and charges due and payable to the District shall have been paid in full.

Section 4.3 Facility Uses

An assignment shall authorize the holder thereof to use the facilities at the Boat Building and Repair Facility for purposes vessel building, repairs and maintenance, and storage of vessels and marine equipment only, and grants no further rights, privileges or uses. Additional or varying uses shall not be allowed except at the sole discretion of the Harbor Master or as provided in the ordinances and regulations of the District.

Section 4.4 Permits Non-Assignable

Rental Agreements and Temporary Assignments shall be non-assignable and are not transferrable. No attempted transfer or

assignment, whether voluntary or involuntary, by operation of law, under legal process of proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting thereof of any space assignment shall be valid or effective and shall automatically terminate any Rental Agreement or Temporary Assignment. Sale or transfer of a vessel or equipment covered by a Rental Agreement or Temporary Assignment transfers no rights or privileges inherent in the Rental Agreement or Temporary Assignment, nor guarantees the issuance of a new Rental Agreement or Temporary Assignment.

Section 4.5 Permits Issued to Individuals Only

Rental Agreements and Temporary Assignments shall be issued only with respect to a named individual or government entity and shall be valid only in respect to that individual or government entity.

Section 4.6 Reassignment of Space

Spaces may be reassigned at the discretion of the Harbor Master if an orderly administration of the Boat Building and Repair Facility so requires. Holders of a Rental Agreement and Temporary Assignment may apply for reassignment; however, reassignment is not a right or privilege inherent in the Rental Agreement or Temporary Assignment.

Section 4.7 Temporary Reassignment of Space

Vessels and equipment to which Rental Agreements and Temporary Assignments apply may be temporarily assigned or reassigned to other spaces under the control of the District to accommodate repairs, improvements, maintenance, construction, emergencies, or when necessary in order to permit maximum efficient public utilization of the Boat Building and Repair Facility.

Section 4.8 Sublet

Spaces designated by a Rental Agreement or Temporary Assignment may not be sublet by Lessee.

Section 4.9 Revocation of Assignment

Any Rental Agreement or Temporary Assignment permit may be

revoked immediately by the Harbor Master if the holder thereof violates any provision of this ordinance, or any provision of the Rental Agreement and Temporary Assignment, or any federal, state or local laws, ordinances, rules and regulations.

Section 4.10 Notice of Cancellation to the District

A Rental Agreement may be cancelled by the holder thereof upon thirty (30) days written notice to the Harbor Master.

Section 4.11 Notice to District

As a condition to the issuance of a Rental Agreement and Temporary Assignment, the holder thereof shall at all times keep the District informed of his or her current mailing address, telephone numbers, legal owner's address and telephone numbers and any emergency telephone numbers. The holder thereof shall also notify the District immediately upon any change of ownership of the vessel or equipment to which his/her Rental Agreement or Temporary Assignment applies, and shall further notify the District immediately upon vacating the space assigned to the Lessee. Failure to keep the District informed as to the provisions set forth in this paragraph shall be grounds for revocation of the Rental Agreement and Temporary Assignment by District forthwith and forfeiture of any deposits on account.

Section 4.12 Notice by Mail

Upon notice by certified mail, return receipt requested, or by personal service delivered to the holder of a Rental Agreement and Temporary Assignment that the Rental Agreement and Temporary Assignment has been revoked by the District pursuant to this ordinance, and after the expiration of three (3) days from the date when said notice was personally delivered or three (3) days from the date that the certified mail was deposited with the United States Post Office, the Harbor Master may remove any vessel, equipment or other personal property left by the holder thereof upon the District's properties and dispose of the same in such manner as the District may deem proper.

Section 4.13 Refusal of Assignment

District shall have the right at all times to refuse assignment or to refuse to issue a Rental Agreement and Temporary Assignment to any Lessee if any vessel or equipment that may be in

the opinion of the Harbor Master is unsightly, improperly maintained, inappropriate or may present a danger to District's property or other vessels or equipment.

ARTICLE 5 RATES AND USE

Section 5.1 Rates

Rates and charges for Rental Agreements and Temporary Assignments shall be adopted by the Board of Commissioners at a duly held meeting.

Section 5.2 Payment of Rates

All fees and other charges are payable in full at the time of issuance by District of the Rental Agreement and the Temporary Assignment.

(a) Payment of Rates, Late Charges and Interest by a Month to Month Lessee.

All fees and charges for use of facilities in excess of thirty (30) days shall be payable at the time of issuance of the Rental Agreement by District. Failure of a month-to-month Lessee to pay fees and other charges or failure to pay charges within ten (10) days of the due date shall be in violation of this ordinance.

If a month-to-month Lessee fails to pay all fees and charges due within the ten (10) days from the due date, Lessee shall pay District a late penalty charge each month as follows: if the Lessee's balance is \$.01 to \$50.00, the late penalty charge is \$5.00 per month; if the Lessee's balance is \$50.01 to \$100.00, the late penalty charges is \$10.00 per month; and if the Lessee's balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the fees and charges are not paid within ten (10) days of the due date. Past due accounts (accounts not paid in full) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

(b) Payment of Rates by Annual Lessee, Late Charges and Interest.

All fees and charges for use of the facilities by yearly Lessees shall be payable at the time of the issuance of the Rental Agreement by District, or within twenty (20) days of the due date.

Failure of a yearly Lessee to pay fees and other charges or failure to pay charges within twenty (20) days of the due date shall be a violation of this ordinance. If a yearly Lessee fails to pay all fees and charges due within twenty (20) days from the due date, Lessee shall pay to District a late penalty charge each month as follows: if the Lessee's balance is \$.01 to \$50.00, the late penalty charge is \$5.00 per month; if the Lessee's balance is \$50.01 to \$100.00, the late penalty charge is \$10.00 per month; If the Lessee's balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the fees and charges are not paid within twenty (20) days of the due date. Past due accounts (accounts not paid in full) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

Section 5.3 Security Deposit

District shall charge, in addition to the above for a Rental Agreement, a security deposit which shall be a sum equal to one month's rental charge.

Section 5.4 Change of Moorage Rates

District shall have the right to change or increase the rates for Rental Agreements or Temporary Assignments by giving Lessee thirty (30) days oral or written notice.

Section 5.5 Non-Exclusive Possession

District may issue a Rental Agreement for non-exclusive possession or use of facilities. In the event Lessee's use is based upon a monthly or yearly rental for non-exclusive use, possession of the facilities is for non-exclusive possession or use. Non-exclusive possession or use means a right to the use of specific facilities when such specific facilities is also used intermittently by others, even though such possession or right to use such facilities is paramount to any use by others. District reserves the right to assign to others the right to use such facilities when Lessee's use is based upon non-exclusive use. In the event Lessee's use is based upon non-exclusive use as provided for in the Rental Agreement, and Lessee's vessel, equipment or property will be absent from the facilities for a stated period of time of five (5) days or more, District may, at its sole option, allow use of sublet of the facilities by another Lessee for such stated period and District may, in its sole and absolute

discretion, collect fees from another Lessee and Lessee shall receive no credit or reimbursement from District. Prior to Lessee's departure from the facilities for a stated period of five (5) days or more, Lessee shall notify District of the Lessee's intended schedule and the District shall have the right to rent the facilities to other Lessees, including but not limited to Temporary Assignments during Lessee's absence. District shall be under no obligation to have the facilities clear for Lessee prior to the intended estimated time of arrival unless Lessee notifies the District at least twenty four (24) hours in advance of arrival. If the specific facilities are not available to Lessee after notification of intended arrival, temporary facilities may be made available to Lessee.

Section 5.6 Receipts

The Harbor Master shall have ready all receipts to be recorded in triplicate indicating all moneys paid as rentals or otherwise, giving the original receipts to the payers, delivering one copy to the Treasurer of the District, and keeping one carbon copy on file in the District's records.

ARTICLE 6 RULES AND REGULATIONS

Section 6.1 Tampering With Vessels and Equipment

It shall be unlawful for any person to willfully injure, break, remove or tamper with any part of any vessel or equipment in the Boat Building and Repair Facility, any waterway or facility thereof, or to climb into or upon any vessel or equipment without the consent of the owner, unless in the performance of official duties or to protect life or property.

Section 6.2 Hours of Darkness

During hours of darkness, all persons shall be prohibited from the Boat Building and Repair Facility, unless expressly authorized by the Harbor Master. It shall be unlawful for persons to be within the facility after hours of darkness and may be considered trespassers and prosecuted by law.

Section 6.3 Minors

It shall be unlawful for any person under the age of thirteen (13) years to go, remain, or be upon any of the gangways,

floats, vessels or equipment in the Boat Building and Repair Facility unless such person is accompanied by an adult, or unless such person has the written permission of the owner, on file with the Harbor Master, of any vessel or equipment located at the Boat Building and Repair Facility to go upon such vessel or equipment, or unless such person has permission of the Harbor Master.

Section 6.4 Use of Vessels or Equipment as a Residence

No vessel or equipment within the Boat Building and Repair Facility shall be used as a place of residence and no person shall use the same as place of residence except with expressed written permission of the Harbor Master

Section 6.5 Refuse and Environment

All activities at the Boat Building and Repair Facility shall be in accordance with best management practices to prevent water, soil and air pollution. Lessee will be held financially responsible for clean-up expenses and fines as a result of pollution arising from any activity or persons involved in Lessee's vessel or equipment causing pollution.

(a) No persons shall dump, throw, discharge, or deposit from any vessel or equipment or from the shore or float, or in any other manner any refuse matter, human waste, dead animals, fish, shellfish, fish parts, bait, putrefying matter, bilge water, paints, solvents, oil, spirits, inflammable liquid, hazardous materials, contaminates, plastics or garbage of any kind whatsoever into or upon the water of Humboldt Bay or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries Boat Building and Repair Facility.

(b) All material shall be disposed of in an approved manner for the specific material.

(c) Tarps must be used at all times to control the release of dust, sandings, chemical spills and other residues.

(d) No person on board any vessel within the Boat Building and Repair Facility shall use the sanitary facilities, toilets or sinks on board such vessel.

(e) Pets shall not be allowed within the Boat Building and Repair Facility or to commit any nuisance within the Boat Building

and Repair Facility and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet.

(f) Any person found in violation of safe and appropriate disposal practices shall have their Rental Agreement or Temporary Assignment revoked immediately and shall be responsible for all clean up costs plus any damages.

Section 6.6 Yard Rules and Regulations

(a) All persons entering into the Boat Building and Repair Facility must log in daily at the office prior to commencing any work.

(b) All vessels and equipment must be secured so that no part, including bow sprit, boom, boomkin, or other appurtenance shall block any portion of any walkway or driveway.

(c) All bilges shall be cleaned prior to any work that opens or penetrates the hull. Oil absorbent materials shall be used when removing contaminated bilge water and Lessee shall be responsible for the removal of all absorbent material from District property.

(d) Dispose of waste oil and filters in appropriate waste oil and filter recovery areas.

(e) No spray painting without first notifying the District. Use all caution while spray, roller or brush painting. Lessee shall be responsible for damage to adjacent vessels and equipment. The use of antifouling paint containing tributyl tin is prohibited. All paint spillage must be cleaned up immediately.

(f) Sandings from boats shall be collected by using visquine, plastic tents or other materials to keep pollutants from contaminating the soil or becoming airborne. Vacuum up all dry sandings. Exterior wet sanding is not allowed. DO NOT clean area with water. Storms drains may go directly into Humboldt Bay.

(g) Sand blasting is prohibited except in approved areas.

(h) At such time as it may become necessary to perform work involving use of welding or burning equipment, every person intending to engage in welding or burning shall notify the District of the nature and extent of the proposed work, the

workman or company doing the work and the date and time the work shall be performed. This notification shall be given to the District prior to the start of work and whenever practical at least one day before the work is to be performed. Fire extinguishers shall be provided by the Lessee and be immediately available during welding or burning.

(i) Use of fuel heating stoves or any fuel cooking facilities on board a vessel while at the Boat Building and Repair Facility is strictly prohibited.

(j) No person shall display on any vessel a "For Sale" sign in excess of 150 square inches on the face.

(k) Bulk fueling of any vessel in the Boat Building and Repair Facility is prohibited unless with the expressed written permission of the Harbor Master.

(l) Lessee is responsible for keeping their space clean on a daily basis. All tools, equipment and supplies are to be picked up and either placed on the vessel or placed in an orderly fashion within Lessee's space before leaving the area for the day.

(m) Lessee is responsible for final clean up of space. Space will be inspected and must pass inspection prior to launching.

(n) Lessee engaged in work on their vessel or equipment must take care not to interfere with the work of others.

(o) Vehicles must park in appropriate areas and must never hinder access for the travelift and other equipment. No vehicle shall be parked so as to obstruct the road, driveway, gate or other public access. The District reserves the right to regulate all parking of motor vehicles, including guests and invitees of Lessee.

No overnight parking of vehicles of any kind shall be permitted except under the provisions of a permit issued by the District. All vehicles left unattended or illegally parked may be towed away at owner's or Lessee's expense.

(p) No brokers, peddlers, agents or solicitations shall be permitted in the Boat Building and Repair Facility except upon the prior written consent of the District.

(q) All paints, solvents, resins and fillers must be stored in their original container with labels identifying material enclosed.

Section 6.7 Travelift Rules and Regulations

(a) Travelift shall be operated by District personnel only.

(b) Travelift services shall be arranged by making a prior appointment with the District. Emergency services may be available by contacting the District offices.

(c) Travelift services may be refused by District in the event that services may be deemed unsafe, including but not limited to weather conditions, for District personnel, property or equipment.

(d) Prior to any Travelift services, a release of liability form must be signed by the Lessee (legal owner, operator or individual legally in possession of the vessel or equipment).

(e) Prior to lift, Lessee must ensure that all gear and equipment in and on the vessel or equipment is secured.

(f) All fore and aft stays and other appurtenance that may interfere with hoisting of vessel or equipment must be loosened or removed in advance to avoid lifting delays.

(g) Lessee must direct placement of slings of travelift and blocks to ensure that no damage occurs to hull. Lessee shall assume all responsibility and liability for any damage that may occur due to improper or proper placement of slings and blocks.

(h) Vessels with hard chines, bilge keels, rubbing strakes, vent covers, etc. are vulnerable to damage by slings when hoisting. Lessee shall assume all responsibility for any damage that may occur as a result of requesting Travelift services.

(i) A "Round Trip" consists of a recovery and launch and includes a maximum of thirty (30) minutes for owner to wash down vessel or equipment.

(j) Boats that have been painted and are being launched will be given a maximum of thirty (30) minutes in order to touch

up holidays left by cradle.

(k) Charges for hanging in the slings for the purpose of surveying or inspecting the vessel are based on one (1) hour of time. The vessel will not be moved from the haul-out site without prior arrangements or by rescheduling within the first fifteen (15) minutes, schedule permitting.

(l) Charges for lift commence at time scheduled unless District operator is not ready to commence. Time of completion is when District operator and Travelift is no longer engaged in handling Lessee's vessel or equipment.

(m) When delay is encountered on Travelift operations that is caused by the Lessee, the Lessee will be charged hourly in one half hour increments, as per the rate schedule.

(n) All charges accrued for Travelift, blocking, storage and other services shall be paid in full prior to launch or release from premises.

(o) Anyone more than fifteen (15) minutes late for a reservation may have their appointment cancelled, if necessary, due to scheduling, or at the discretion of the District.

Section 6.7 Crews and Guests

Lessee is responsible and liable for Lessee's family, employees, agents, business visitors, contractors and invitees within the Boat Building and Repair Facility for compliance with all rules, regulations and provisions of the Rental Agreement, Temporary Assignment and this ordinance.

Section 6.8 Documentation or Registration

All vessels area required to be either currently documented with the United States Government or registered with a state and must remain currently documented or registered to retain a Rental Agreement.

Section 6.9 Fishing, Swimming and Divers

(a) No person shall engage in fishing from the Boat

Building and Repair Facility.

(b) Recreational swimming within the Boat Building and Repair Facility is prohibited.

(c) Diver inspection of a vessel while in the travelift area is permitted only after first notifying the District and receiving permission from the District. Divers will not be permitted in the water within the travelift area while a vessel is being held in the slings over the water.

Section 6.10 Storage of Trailers and/or Trailered Boats

Designated areas of land may be used for storage of boat trailers, trailered boats, or marine equipment as approved by the District upon payment of fees as designated by the Board of Commissioners. Storage of these items shall be prohibited except in areas designated by the District and after issuance of a Rental Agreement or Temporary Assignment by the District.

ARTICLE 7 DEFAULT

Section 7.1 Termination of Permits

In the event of any default by Lessee in the payment of rent or Lessee's other obligations as set forth in the Rental Agreement or Temporary Assignment, or Lessee's other obligations hereunder, as set forth in this ordinance, the District may forthwith terminate the Lessee's Rental Agreement or Temporary Assignment and Lessee's rights thereunder without further notice, in which event Lessee shall promptly surrender the premises, remove the vessel or equipment and pay the District all sums to which the District may be entitled, including damages, damage to District's property, reasonable attorney's fees or other expenses for liability incurred by the District by reason of any such default.

Section 7.2 Re-entry by District

As an additional remedy to the District as that set forth in the paragraph above, for any such default by Lessee, the District may without terminating the Rental Agreement and Temporary Assignment, re-enter the area and take possession thereof. Provided, however, that no such re-entry shall be construed as an election to terminate unless written notice to

this effect is given by the District to Lessee and the District may remove all persons on the vessel and property therefrom, transfer such property or vessel to a public warehouse, anchorage or elsewhere at the expense of lessee and relet the premises for the account of Lessee. In this event, Lessee shall be responsible and liable to the District for all costs of re-entry, repossession, handling, storage and anchorage charges, attorney's fees, marshal or sheriff's fees, advertising, and any other costs or expense to the District incurred by the District by reason of any default hereunder by Lessee or by reason of the District exercising any of its rights hereunder.

Section 7.3 Lessee's Failure to Comply

In the event the Board of Commissioner of the District determines that Lessee has failed to comply with the terms and provisions of the Rental Agreement or Temporary Assignment or with the ordinances, rules and regulations promulgated by the District, for the safety of District's facilities, the Rental Agreement and Temporary Assignment may be terminated forthwith by the District and upon being so notified in writing by the District, Lessee shall immediately remove his vessel and all equipment from the assigned area and out of and away from District's facilities.

ARTICLE 8 ENFORCEMENT

Section 8.1 Violation of Ordinance

The Harbor Master or his designated representative shall have full authority to enforce the provisions of this ordinance and to issue citations for violations of any provision of this ordinance.

Section 8.2 Violation a Misdemeanor

Any person violating any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding five hundred dollars (\$500.00) per offense, or by imprisonment in the county jail for a period not to exceed six (6) months, or both such fine and imprisonment.

Each day any person is in violation of the provisions of this ordinance shall constitute a separate offense punishable a provided herein.

ARTICLE 9 INDEMNITY

Lessee covenants and agrees to indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees and representatives, against any and all damages to property or injuries or death of any person or persons arising from Lessee's use of the District's facilities, or from intentional, careless, or negligent acts of conduct (or failure to act) of Lessee, Lessee's family, employees, agents, business visitors or invitees, and to further defend, indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees and representatives, against any and all claims, actions, proceedings, expenses and liabilities whatsoever arising therefrom or connected therewith.

PASSED AND ADOPTED THIS 8th DAY OF APRIL 1999, BY THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT BY THE FOLLOWING POLLED VOTE:

AYES: SMITH, CURLESS, FRITZSCHE, HUNTER AND OLLIVIER

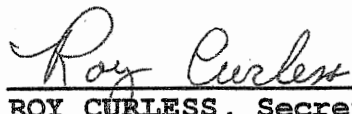
NOES:

ABSENT:



JIMMY SMITH, President
Board of Commissioners

ATTEST:



ROY CURLESS, Secretary
Board of Commissioners