



## **RULES AND REGULATIONS OF THE SAN FRANCISCO MARINA SMALL CRAFT HARBOR**

### **Section 1 – DEFINITIONS**

Whenever any of the words hereinafter defined are used in these Rules and Regulations, they shall be construed to mean the following:

“Berth” or “Berths” shall mean a berth or mooring in the Marina and, if applicable, a storage place ashore within the Marina, and the word berthing shall be construed accordingly.

“Berthholder” or “Owner” shall mean the registered owner of the vessel named in the berthing license.

“Berthing License” shall mean the contract under which the owner is granted the right for owner’s vessel to use a berth in the Marina.

“Charter Vessel” shall mean any vessel carrying passengers for hire.

“City” shall mean the City and County of San Francisco.

“General Manager” shall mean the General Manager, of the Recreation and Park Department of the City and County of San Francisco.

“Harbormaster” shall mean the Marina Manager of the San Francisco Marina Small Craft Harbor, as appointed by the General Manager.

“Hot Work” shall mean any activity generating a naked flame, spark or hot gas, and includes the use of BBQs and other cooking apparatus on the deck of a vessel.

“Person” means any person, including an owner, using the Marina.

“San Francisco Marina Small Craft Harbor” or “Marina” shall include both the East Basin and the West Basin, and entrances thereto.

“Transfer Fee” shall mean the fee charged to transfer a berthing license.

“Vessel” shall mean any vessel, watercraft or other vessel in, entering, or departing the Marina.

## **Section 2 – HARBORMASTER AUTHORITY**

- A. The Harbormaster shall have full authority in the interpretation and enforcement of all Rules and Regulations of the Marina, as adopted and amended by the Recreation and Park Commission. Any person found by the Harbormaster to be in violation of the Rules and Regulations may be ordered out of the Marina. Violation of the Rules and Regulations may be cause for removal of the vessel from the Marina and cancellation of a berthing license by the Harbormaster, in accordance with Section 30 below or as otherwise provided herein.
- B. Every vessel entering the Marina shall immediately become subject to the authority and direction of the Harbormaster. Every vessel shall be berthed in the space assigned by the Harbormaster.
- C. The Harbormaster shall have the right to refuse entry into the Marina of any vessel, which in his/her opinion is derelict, unseaworthy, and/or of inappropriate size.

## **Section 3 – VESSEL TRAFFIC WITHIN THE MARINA**

- A. All vessels approaching or within the Marina must be operated in a safe and prudent manner and in no event shall the entrance to the Marina be blocked by vesseling activities.
- B. The speed of any vessel within the Marina shall not exceed five (5) miles per hour, shall create no wake, and shall be of a minimum speed to allow for steerage.
- C. No vessel shall be operated in the Marina except for:
  - 1. **Entering or Leaving an Assigned Berth.** Vessel shall be operated for the purpose of entering or leaving a berth and necessary maneuvering in connection therewith.
  - 2. **Junior Sailing Events.** Vessels associated with sailing and sailing education for children may be operated in the Marina with written approval from the Harbormaster. The Harbormaster may determine specific conditions upon which such may be granted. Failure to request written approval may result in the denial of future events.

## **Section 4 - SWIMMING IN MARINA PROHIBITED**

No person may swim, bathe, or wade in any portion of the Marina with the exception of entering the water to clean or maintain the bottom of a vessel.

## **Section 5 – SMALL CHILDREN ON DOCKS**

Children under ten (10) years of age are not permitted on the docks or fingers without the immediate presence of a responsible adult. No person under the age of ten (10) years of age may go, remain, or be upon any of the gangways, floats or vessels in the harbor, unless such person is accompanied by a responsible adult.

## **Section 6 – FISHING IN MARINA PROHIBITED**

- A. Fishing, crabbing, and the cleaning of fish on the gangplanks, vessels and floats is strictly prohibited within the Marina.
- B. All fish caught outside the Marina must be disposed of within twenty-four (24) hours from the time of catching. No person shall throw fish overboard at the dock or from a vessel within the Marina.

## **Section 7 - BERTHING ASSIGNMENT**

- A. ***Berthing Licenses Required:*** No person shall berth a vessel in the Marina without having secured a berthing license from the Harbormaster. Unauthorized berth use is prohibited. .

There are two classes of berthing licenses in the Marina:

- 1. Annual berthing license consisting of a period no longer than one (1) year or 365 days, which shall expire if not renewed in accordance with Section 7.C.2 below.
  - 2. Short-term berthing license consisting of one (1) day up to less than a thirty (30) day period.
- B. ***Partnership/Corporations:*** No berthing license will be issued in the name of a partnership (general or limited), corporation, joint venture or other legal entity. A berthing license for a vessel which is registered, documented, or owned by a partnership (general or limited), corporation, joint venture or other legal entity will be issued only to a natural person whose name appears on the Wait List and whose interest in the vessel (whether by virtue of an interest in the partnership, ownership of stock of a corporation, or otherwise) is equal to or greater than that of each of the other partners, stockholders, members or associates.
    - 1. **Statement of Ownership.** An applicant for a berthing license for a vessel which is owned by a partnership (general or limited), a corporation, joint venture, or other legal entity shall submit for approval by the Harbormaster a fully executed Statement of Ownership. If a berthholder fails or refuses to notify the Harbormaster of a change to any of the information contained in the

Statement of Ownership within five (5) business days from the date of any such change, the berthing license shall be automatically cancelled.

2. **Berthing License is Void Upon Transfer of Interest in Vessel or Holding Entity.** If the berthholder makes any gift, sale, assignment or transfer of (a) the berthholder's interest in the vessel, or (b) his/her interest in the partnership, corporation, or other legal entity that holds title to the vessel, then the berthing license shall be automatically cancelled and no attempt to transfer the right to use the assigned berth to another person or persons, (including remaining partners and/or stockholders) or to another partnership, corporation or other legal entity shall be given any effect by the Harbormaster. The only exceptions to this rule relate to transfers to spouses, registered domestic partners, and partners to the extent specifically allowed under these Rules and Regulations, and the one-time transfer to qualified Wait List applicants in accordance with the terms and conditions of Section 7.H.3.ii below.
3. **Transfer of Berthing License for Partnerships.** When a partnership applies for a berthing license, one partner must be designated as the berthing licensee or berthholder, for legal purposes. Upon execution of the berthing license, a list of partners, no more than three natural living persons inclusive of the berthholder, will be incorporated with the berthing license. Under this rule, the berthing license may be transferred to any of the original partners, if requested by the existing berthholder, and with appropriate notification of no less than five (5) business days. Such transfer is subject to an administrative fee of \$50, subject to the amendment of the fee schedule (Park Code 12.11) by the Board of Supervisors. Notwithstanding the form of ownership of the vessel, the berthing license that allows berthing at the Marina shall not be transferable under any circumstances, except as allowed herein.
4. **Seniority.** The remaining original partner(s), as described in Section 3 above, may enter into new partnerships, but the seniority relating to the existing berths will only vest with the original partners at the time of the berthing license execution. Once there are no original partners, the berthing license will become null and void.
5. **Existing Partnerships.** Existing partnerships will not be grandfathered and must contact the Harbormaster's Office to incorporate a partnership list for purposes of this exception. Rights to the berth will revert back to the effective date of the adoption of the Rules and Regulations or the incorporation of the partnership list, whichever is later.

C. ***License Applications, Renewal, and Cancellation:***

1. **Requesting a Berthing License:** Applications for a berthing license in the Marina shall be made to the Harbormaster on a current form furnished by the Harbormaster, per the Rules and Regulations and any subsequent amendments thereto.

2. **Renewing a Berthing License:** Not less than thirty (30) days prior to expiration, or by such other date as may be established by the Harbormaster, the berthholder may apply to the Harbormaster for renewal of his/her annual berthing license on a current form furnished by the Harbormaster. To qualify for renewal, the berthholder must demonstrate that (a) the vessel is in compliance with the Rules and Regulations and any subsequent amendments thereto, and (b) he/she has paid all fees and charges in full. If a berthholder is in violation of any of the Rules and Regulations, is past due on any fees or charges, or fails to timely file a renewal application, the Harbormaster shall give the berthholder written notice of such default or failure and a seven (7) calendar day opportunity to cure same. Failure of the berthholder to remedy such default or failure within the seven (7) calendar day period shall be grounds for the Harbormaster to deny the renewal application.

3. **Cancelling a Berthing License:** Except as otherwise provided herein, the provisions of Section 30 below, or any amendments thereto, shall govern the cancellation of berthing licenses.

D. ***Berthing:*** Only the vessel on record by the issuance of a berthing license shall be berthed in the space assigned by the Harbormaster. Owner, upon acceptance of a berthing license, agrees that the berth and all other relevant parts of the Marina are adequate for owner's vessel.

E. ***Conforming to Berth Length:*** Berthing of a vessel the size of which is greater than that of the berth assigned to the berthholder is not permitted. Owners will ensure that no part of the vessel (i.e. pulpit, anchor, davits, outboard engine, etc.) overhangs the pontoon, jetty or quay, or extends into the navigational fairways of the Marina. Vessel length is measured from bow to stern, actual length as it sits in the berth. Vessel length will not exceed the length of the finger pier.

F. ***Reassignments:*** The Harbormaster shall have the right to reassign berths and to move or cause to be moved any vessel so reassigned without prior notice for (1) for the proper operation, maintenance, and repair of the Marina; (2) for a special event, such as a vessel show or; (3) in the event of an emergency.

If practicable, the Harbormaster will provide notice before moving a vessel. If, after notice to move his/her vessel is given by the Harbormaster, berthholder fails to comply with any such notice, berthholder shall reimburse the Marina for costs incurred in

relocating and moving his/her vessel to another berth, mooring, or other berthing facility. Neither the City, nor any of its officers or employees shall be liable and a berthholder waives all claims for damage to persons and/or property sustained by berthholder resulting from the movement of his/her vessel.

- G. ***No Transfer of Berthing License:*** A berthholder shall not give, sell, sublease, assign, or transfer, or attempt to give, sell, sublease, assign, or transfer, whether voluntarily or involuntarily, the use of an assigned berth, mooring, slip or other berthing facility, the berthing license thereof or any interest therein, except to the extent and on the terms and conditions specifically provided herein in paragraph H of Section 7.

Except as otherwise specifically allowed by these Rules and Regulations, any agreement whether oral or in writing by which a berthholder attempts to give, sell, sublease, assign, or otherwise transfer the berth license, an interest therein, or the right to use the designated berth shall have no force or effect and the berthing license shall be automatically cancelled.

- H. ***Transfer of Berthing License Exceptions:*** In the event of the following occurrences and/or circumstances, the berthholder may transfer the berthing license to a person as described or called in such exceptions, as follow. Except as otherwise provided in Section H.3.ii below for one-time transfers, the following transfers shall be subject to a \$50 administrative fee, subject to the amendment of the fee schedule (Park Code 12.11) by the Board of Supervisors:

1. **Spouse or Registered Domestic Partner.** A berthing license may be transferred to a spouse or a registered domestic partner (registered with the City Clerk) of a berthholder if requested by the berthholder on record, and proof of marriage or proof of registered domestic partnership is provided, and with appropriate notification of no less than five (5) business days. Notwithstanding the form of ownership of the vessel, the berthing license that allows berthing at the Marina shall not be transferable under any circumstances, except as allowed herein.
2. **Death of a Berthholder with a Spouse or Registered Domestic Partner at Time of Death.**
  - i. **Assignment of Berthing License after Death.** Subject to compliance with the requirements below, a berthing license may be transferred to the surviving spouse or registered domestic partner (registered with the City Clerk) of a berthholder after the death of the berthholder.
  - ii. **Notification of Death.** Not later than thirty (30) calendar days after the date established on the death certificate as the date of death of the berthholder, the administrator or executor of the estate of the berthholder or the berthholder's surviving spouse or registered domestic partner shall notify the Harbormaster in writing of the death of the berthholder.

The notification of the Harbormaster shall also state whether the spouse or legally registered domestic partner seeks assignment of the berthing license. Transfer of the berthing license to the surviving spouse or registered domestic partner will be approved by the Harbormaster only if (a) the surviving spouse or registered domestic partner can satisfactorily demonstrate an equity ownership interest in the vessel as provided herein, and (b) either proof of marriage to the berthholder at the time of the berthholder's death is provided to the Harbormaster or proof of registration on the domestic partnership list as the berthholder's domestic partner at the time of the berthholder's death is provided to the Harbormaster. If notification is not received by the Harbormaster within thirty (30) calendar days after the date established on the death certificate as the date of death of the berthholder, the berthing license shall be deemed to be terminated sixty (60) calendar days after the date established on the death certificate as the date of death of the berthholder, and the surviving spouse, registered domestic partner or estate of the deceased berthholder shall remove the vessel from the Marina on or before such date.

- iii. **Removal of Vessel.** If (a) notification of death as required in this Section herein is received by the Harbormaster and the berthholder's surviving spouse or registered domestic partner does not seek assignment of the berthing license, or (b) the surviving spouse or registered domestic partner does not qualify for assignment as provided herein, the estate of the deceased berthholder, surviving spouse or registered domestic partner shall have a period of time not exceeding one hundred and twenty (120) calendar days after the date established on the death certificate as the date of death of the berthholder to remove the vessel from the berth. All regular berthing fees are due and payable by the surviving spouse, registered domestic partner or estate of the deceased berthholder during this period.
3. **Sale of a Berthholder's Vessel.** Upon a bona fide sale of the vessel currently under a berthing license:
    - i. **Transfer of Berth License to New Vessel.** Owner may transfer the berthing license to a new vessel of proper size, acquired by the owner and registered in the owner's name, subject to reasonable written approval of the Harbormaster following the Harbormaster's inspection of the new vessel.
    - ii. **Transition from 1991 Rules and Regulations.** The Recreation and Park Commission hereby establishes a one-time opportunity to effect a transfer of a berthing license and berth with the sale of a vessel within the berth to a new owner from the Wait List. This one-time opportunity described herein is subject to the amendment of the

berth/slip transfer fee schedule (Park Code 12.11), as described below in subparagraph g, by the Board of Supervisors. In the event that the slip/berth transfer fee schedule is not amended, there will be no one-time transfer opportunity. The berth and berthing license may be transferred to the new owner of the newly purchased vessel previously subject to a berthing license, only if all of the following conditions are met:

- a. **Qualified Transferee.** The transfer is from a party holding a berthing license on the 2012 approval date of the Rules and Regulations by the Recreation and Park Commission or is from such berthholder's original partner(s), spouse or registered domestic partners, and applies only to the first transfer.
- b. **Transfer of Vessel.** The berthing license is transferred together with the ownership of the vessel that was listed in the berthing license.
- c. **Good Standing.** The transferring berthholder must be in good standing with the San Francisco Marina Small Craft Harbor at the time that a berth transfer application is submitted to the Harbormaster's Office. A berthholder is in good standing if, at the time of the submittal of a berth transfer application, both of the following are true and correct: all fees or charges owed to the Marina by the berthholder have been paid in full; and the Harbormaster has not issued a written notice to terminate the berthing license, whether such notice of termination has been received by the berthholder or not.
- d. **Eligibility of Transferee.** Only persons on the Wait List are eligible to benefit from a transfer of a berthing license with the purchase of a vessel currently berthing in the Marina. The Harbormaster may transfer the berthing license at the request of the existing berthholder only upon the sale of the vessel on record in the berthing license to a Marina Wait List applicant corresponding to the vessel's size category. Opportunity to purchase a vessel will be afforded to Wait List applicants based on seniority.
- e. **Procedure.** The owner shall provide the Harbormaster with the terms of the proposed sale of the vessel and transfer of the berthing license. The Harbormaster will post the sale opportunity to Wait List applicants. Opportunity to purchase a vessel will be afforded to Wait List applications based on seniority. If the berthholder receives multiple offers from eligible Wait List transferees, the most senior interested Wait List transferee shall be afforded the opportunity to purchase the vessel and receive the berthing license,



or owner may elect to withdraw the original sale opportunity and re-list the vessel and berthing license transfer at higher/lower sale/transfer prices, in which event the Harbormaster will post the revised sale opportunity terms. Berthholder shall have no obligation to sell the vessel to any person on the Wait List, but the berthing license shall be transferred only to a Wait List applicant and only upon the sale or the transfer of an equity ownership interest in a vessel in accordance with the terms and conditions of this Section. Owner shall submit to Harbormaster a written application for the transfer of a berth assignment together with a copy of the bill of sale no later than fifteen (15) calendar days after the sale or transfer of the equity ownership interest in the vessel. All selling price reductions require re-posting of the sale opportunity to Wait List Applicants, full disclosure and verification by the Harbormaster. If the selling price is less than represented in the bill of sale or if there are other violations of this procedure, the transfer of the berthing license shall be null and void, and the license will be automatically cancelled.

- f. **Acknowledgement Statement.** The new owner from the Wait List of the vessel signs an acknowledgement statement indicating that there will be no authorized future transfers of such berth license other than the exceptions listed herein.
- g. **Fee.** A transfer fee of (1) \$150 per linear foot of the berth for berths 35 feet and under, (2) \$200 per linear foot of the berth for berths 40 and 45 feet and (3) \$325 per linear foot of the berth for berths 50 feet and longer, will apply and is due in full with all other fees and deposits within fifteen (15) calendar days after the sale or transfer of interest, in whole or in part, of the vessel.
- iii. **Notification to Transfer.** A berthholder may retain his/her assigned berth for a period of thirty (30) calendar days after transferring title to or agreeing to sell his/her vessel provided that (a) berthholder notifies the Harbormaster in writing within five (5) business days of the date berthholder enters into an agreement for the sale of the vessel and his/her intent to acquire another vessel of the appropriate length for use of the assigned berths; (b) berthholder pays berthing fees in the amount specified in his/her berthing license for the vessel sold pending the acquisition of another vessel.
- iv. **Larger Berths.** The berthholder has no right to a larger berth in the event he/she purchases a larger vessel, and must apply for the assignment of an appropriate berth according to the Wait List policies and procedures in effect at the time of the purchase.

- v. **Removal of the Vessel.** If an owner sells the vessel that is subject of a berthing license and fails to provide required notification as described above, and/or timely request a transfer of the berthing license to a new vessel, or if the new vessel does not pass the inspection of the Harbormaster within a period not to exceed seven (7) business days after the sale, the berthing license will be automatically cancelled.
- vi. **Refunds.** No refunds will be issued when an owner requests cancellation of a berthing license due to the bona fide sale of a vessel.

I. ***Temporary Suspension of a Berthing License:*** A berthholder may request temporary suspension of a berthing license.

1. **Term and Reduced Fee.** The Harbormaster may grant the request for temporary suspension of a berthing license to a berthholder desiring to take an extended cruise for a period not less than sixty (60) calendar days. During the period of temporary suspension, the berthholder shall pay a reduced berthing fee equivalent to twenty-five percent (25%) of the normal berthing fee. In the event that the berthholder's vessel returns before the expiration of the sixty (60) calendar days, the full monthly slip fee rate will be reinstated and shall be charged for the entire period of time that the berthholder's vessel was absent from the Marina.
2. **Ownership of Vessel on Temporary Suspension.** A berthholder must be and remain at all times an owner of the vessel registered to the berthing license that is issued a temporary suspension status by the Harbormaster. Relinquishing ownership of the vessel for any reason shall be cause for termination of temporary status and reinstatement of the full monthly berthing fees beginning on the date ownership of the vessel is relinquished. In the event that the vessel is destroyed by fire or other natural causes, reinstatement of monthly berthing fees shall be determined by the Harbormaster at his/her sole discretion.
3. **Removal of Personal Belongings Prior to Temporary Suspension.** Prior to beginning temporary suspension status, all skiffs, kayaks, vessel lines, fenders, docks steps and all other appurtenance or equipment must be removed from the berth used by the vessel whose owner requests temporary suspension and from the dock adjacent to the berth used by the vessel whose owner requests temporary suspension.
4. **Temporary Suspension Extending One Year.** Berthholder with a vessel absent for more than one (1) year on extended cruise shall advise the Harbormaster if the berthholder intends to continue on extended cruise status on or before the end of the one-year period and shall provide the Harbormaster with proof of ownership of the vessel. Lack of annual notification or verification of vessel ownership will result in automatic

revocation of temporary suspension status, and the full monthly slip fee rate will be reinstated and shall be charged for the entire period of time that the berthholder's vessel was absent from the Marina.

- J. **Visitor Berthing Assignments:** The Harbormaster retains the right to utilize vacant berths, mooring, slips and other berthing facilities with temporarily suspended berthing licenses for transient berth assignments. No more than two percent (2%) of the Marina, excluding of temporary suspensions, shall be maintained for transient vessels.
- K. **Absence from an Assigned Berth:** If an owner fails to use his/her assigned berth, with his/her vessel on record, for a minimum of six (6) consecutive months in any twelve (12) month period, the berthing license shall be automatically cancelled. The only exceptions to this rule shall be an approved temporary suspension or an extended absence for a bona fide reason of which the Harbormaster has been informed in writing prior to the absence. The Harbormaster may require reasonable proof of the continued ownership and location of the vessel from time to time during the absence from the Marina.
- L. **Termination of Berthing License:** An owner may terminate his/her berthing license at any time by written notice to the Harbormaster.
- M. **Unauthorized Berthing:** Unauthorized use of a berth is prohibited and the Harbormaster is authorized to move or secure the vessel without prior notice until berthage has been assigned and fees have been paid.
- N. **Removal of the Vessel:** The Harbormaster shall have the authority to move or relocate in the Marina any vessel berthed therein that is in violation of any Rules and Regulations and has failed to cure such violation within seven (7) calendar days following written notice from the Harbormaster of the nature of the violation. The Harbormaster shall have the authority to move or relocate in the Marina any vessel berthed therein without prior notice if such relocation is (1) required for the safety and protection of persons or property, or (2) is appropriate in order to obtain optimum utilization of facilities available, including to perform repairs and/or maintenance. The owner also hereby appoints the Harbormaster as his/her agent for designating a place of storage and safekeeping at his/her expense in the event that the Marina does not store the vessel described above on its own premises. Under the provisions of this rule, the owner shall also reimburse the Marina for the cost of removal and transportation to and from the storage facility. The owner hereby grants the Marina permission to board the vessel for such purpose.

## **Section 8 – BERTHING CHARGES**

- A. All charges and fees shall be made in accordance with the schedule adopted from time to time by the Recreation and Park Commission or the San Francisco Board of Supervisors.

- B. If a berth is assigned effective the first day of a month, then the full month's fee is charged. If the initial period is less than a full month, the charge will be on a pro rata basis.
- C. The first month's berthing fee plus an additional security deposit of one month's berthing fee shall be made upon assignment of a berth. At the time of the release of the assigned facilities, such deposit shall be applied against any unpaid berthing fees or other charges owed to the Marina, and the balance of the deposit shall be refunded if the required notice has been given.
- D. A full month's berthing fee shall be made for occupancy of a berth for all or a portion of the final month of occupancy. There shall be no prorating of the fee for the final month.

### **Section 9 – NON-PAYMENT OF CHARGES**

- A. No person shall remove or cause to be removed from the Marina any vessel upon which charges for berthing, or any other proper charges, are delinquent, without paying in full all such delinquent charges.
- B. In accordance with the provisions of Division 3, Chapter 2, of the Harbors and Navigation Code of the State of California, the charges for berthing fees or charges for service are liens upon a vessel, and when these are delinquent fifty (50) calendar days or more, an action may be brought against the owner and/or berthholder to enforce payment of the lien by the Harbormaster, and the vessel with all its appurtenances and furnishings may be attached as security for the satisfaction of any judgment that may be recovered in the action.

If the attachment is not discharged, and the judgment is recovered, and the execution is issued thereon, the vessel and all of its appurtenances and furnishing may be sold at public auction and the proceeds applied in accordance with the above provisions of the Harbors and Navigation Code.

- C. Berthing fees are due and payable within fifteen (15) calendar days of the due date. Any berthholder whose berthing fee payment is delinquent on three (3) or more occasions within a three (3) year period shall be designated a "habitual late payer." In addition to other remedies for late payment, the Harbormaster may automatically cancel the berthing license of any "habitual late payer" on the occasion of any subsequent delinquencies in payment of berthing fees.

## Section 10 – RELEASE OF ASSIGNED FACILITIES

Owner shall notify the Harbormaster in writing of the exact date of release of an assigned berth, at least fifteen (15) calendar days in advance of the effective date of release. Charges will continue until the later of the date specified in such notice or the date which is fifteen (15) calendar days after such written notice is received.

## Section 11 – WAIT LIST

The “Wait List” describes the policies, rules and procedures governing the distribution of berths at the San Francisco Marina Small Craft Harbor. There is one (1) Wait List for all basins at the Marina and it consists of applicants who wish to become a berthholder at the San Francisco Marina Small Craft Harbor. The Wait List for the assignment of berths is divided into categories according to berth length. Berth assignments from the Wait List are made by the Harbormaster as follows:

- A. **Assignment of Berths:** All berth assignments will be based on seniority. An applicant may choose to pass up a berth assignment as many times as he/she wishes and retain his/her seniority.
- B. **Applying to the Wait List:** The name of only one natural person may appear on the application. Corporations, partnerships or business names will not be accepted. The Wait List applicant must be a registered/documented owner of the vessel.

An applicant to the Wait List is required to designate a category of berth size for which he/she seeks a berth license. There are no restrictions as to the number of berth size categories that an applicant may register. To change berth size categories, a separate application is required.

- C. **Fees:** A wait list application registration fee, as determined by the Recreation and Park Commission or the Board of Supervisors, is required for each wait list berth size category. To remain on the Wait List each applicant must renew registration every year by paying an additional registration fee and confirming contact information. The registration fees are non-refundable/non-transferable and they are not applicable to the berth fees upon issuance of a berthing license.
- D. **Applicant’s Responsibility:** It is the responsibility of the applicant to send written notice of change of address to the Harbormaster’s Office. Failure to maintain a current address will be considered a declined berth assignment offer.
- E. **Procedure for Berth Assignment:** As berths become available, they will be assigned to the most senior person on the Wait List for that berth’s size. Seniority is defined as the earliest chronological application date on the Wait List. The available berth shall be offered to each applicant in turn on the Wait List within the berth size category of the available berth until the berth is either accepted by an applicant or declined by all applicants for that berth size category.

**F. Procedure For Accepting or Declining a Berth Assignment Offer:**

1. **Acceptance of Berth Assignment Offer.** Notification of berth availability will be conducted via certified mail by the San Francisco Marina Small Craft Harbor to the applicant at the applicant's most recent address on file in the Marina. Acceptance of the berth assignment offer must be submitted by the applicant in writing to the San Francisco Marina Small Craft Harbor within fifteen (15) calendar days of the date of mailing notice of berth availability.
  - a. Applicants must verify to the Harbormaster's satisfaction that their vessel meets the requirements set forth in the "Rules & Regulations of the San Francisco Marina Small Craft Harbor".
  - b. Applicants must bring their vessel into the Marina within thirty (30) calendar days of being assigned a berth.
  - c. An administrative fee will apply upon successful assignment of berth from the Wait List, as determined by the Recreation and Park Commission or the Board of Supervisors.
  
2. **Declining a Berth Assignment Offer.** Failure of an applicant to accept a berth assignment offer within fifteen (15) calendar days of the date of mailing of such offer by the San Francisco Marina Small Craft Harbor will be considered a declined offer. Failure to meet vessel requirements set forth in the "Rules & Regulations of the San Francisco Marina Small Craft Harbor" will be considered a declined offer. Failure to bring vessel into the Marina within thirty (30) calendar days of berths assignment will be considered a declined offer.

**Section 12 – REGISTRATION AND NUMBERING: FURNISHING INFORMATION TO THE HARBORMASTER**

- A. Every undocumented vessel entering the Marina must be registered and numbered as provided the laws of the State of California, or the State in which it is registered.
- B. The owners of vessels entering the Marina shall furnish all information relating to the vessel and the ownership thereof as may reasonably be required by the Harbormaster.

**Section 13 - GENERAL RULES AND OBLIGATIONS OF THE OWNER**

- A. **Accuracy of Records:** Owner is responsible for ensuring accurate and current information in the berthing license relating to the vessel and ownership. The owner acknowledges that the address for the owner shown in the berthing license will be the point of contact for all official communications. Notices of violation, requests, etc. will be sent to this address by certified mail with a return receipt. Also, the owner is required to provide an electronic mailing address, as a secondary point of contact, for

official communications. It is the owner's responsibility to ensure accuracy of records on file in a timely manner. The Marina will not be responsible for lost or misdirected mail due to incorrect information.

B. ***Animals:*** All dogs must be leashed at all times in all public areas in the Marina. The owner and his/her guests are required to closely supervise their pets on these premises, and particularly on the ramps, docks and fingers. Owners are required to pick up their pet waste in the interest of public safety and sanitation. All pets are prohibited in the Marina restrooms.

C. ***Clean & Green Marina:*** Nothing from the vessel is allowed to go into the water. The owner will take reasonable measures to minimize the risk of water pollution, as follow:

1. Owner will not discharge any garbage, toilet effluent, dirty bilge water, or other pollutant;
2. Owner will ensure that the bilge contains a bilge oil and fuel absorber. Used oil absorbents must be disposed of as hazardous waste;
3. Owner will not operate bilge pumps unless they are fitted with oil-absorbing pads in the bilge;
4. Owner will store all fuel, paint, chemicals, and other potential pollutants in a safe manner; review storage of paints and solvents every six months; properly dispose of old unnecessary products; and not store more than two gallons of paint and solvents. All dock boxes are subject to inspection by the Harbormaster;
5. Owner will limit the amount of open solvents or paints on the docks to one gallon; mix paints and epoxy over a tarp; use a drip pan or drop cloth; and not dispose of paint or solvents in the Marina waste and recycling receptacles. Spray painting is prohibited.
6. Owner will use only bio-degradable and phosphate-free cleaning materials;
7. Owner will dispose of garbage and recycling in the designated places, or remove it from the Marina.
8. Owner will refuel only at the Marina designated fueling place;
9. Owner will discharge holding tanks only at the Marina designated place.
10. Owner will not use any dispersants to concealed oil or fuel spills.

D. **Fire Prevention:** The owner will take reasonable measures to minimize the risk of fire aboard owner's vessel, including but not limited to the following:

1. Owner will not perform hot work unless the Harbormaster has first granted written permission;
2. Owner will store fuel, pyrotechnics, and other flammable materials in a safe manner;
3. Owner will ensure that gas supplies are turned off when not in use;
4. Owner will maintain adequate fire fighting equipment aboard;
5. Owner will refuel only at the Marina's designated fueling place.

E. **Insurance Requirement:** The owner shall procure and keep in effect insurance for his/her vessel covering hull replacement and general liability. Hull value will be based on the National Automobile Dealers Association (NADA) or similar for the marine industry. The amount of liability coverage will be a minimum of \$500,000, including fuel spill liability. The City will be named as additionally insured for liability coverage, and such policy shall be endorsed to provide waiver of subrogation rights and to provide written notice of cancellation to the City.

The insurance shall be in form and substance satisfactory to the Harbormaster and shall be placed with responsible underwriters, which have an assigned policyholder's rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of the "Best's Key Rating Guide", and which are currently authorized by the Insurance Commissioner to transact business in the State of California.

The owner shall deliver to the Harbormaster certificates of insurance and additional insured policy endorsement from insurers in a form reasonably satisfactory to the Harbormaster, evidencing the coverage required hereunder promptly upon the Harbormaster's request, and shall provide the Harbormaster with certificates thereafter at least thirty (30) calendar days before the expiration dates of expiring policies.

Any vessel found not to have proof of valid insurance coverage, as specified in this Section of the Rules and Regulations, will be given seven (7) calendar days to provide proof of compliance, and if proof of coverage is not provided within such period, the berthing license will be automatically cancelled. The owner shall also procure and maintain, at his/her own cost and expenses, any additional kinds of insurance which in his/her own judgment may be necessary for vessel's protection.



F. **Visitors:** Visitors must be accompanied by an owner. The owners shall be responsible for the conduct and control of all visitors, guests, agents, contractors, employees, hired personnel and other invitees while at the Marina. The Marina reserves the right to regulate entry into the Marina by yacht brokers, contractors, and service personnel, and the Harbormaster may require written authorization from the owner. Marina may take reasonable steps to ascertain that persons aboard the vessel are authorized by the owner to be aboard.

#### **Section 14 – MAINTENANCE AND CARE IN BERTHING, ANCHORING OR MOORING VESSELS**

- A. All vessels shall be berthed and secured with proper care and equipment, and such berthing or equipment shall be maintained at all times in seaworthy condition as so determined by the Harbormaster.
1. Owner will ensure that his/her vessel is secured in a seamanlike manner, with adequate lines and fenders to withstand all foreseeable weather and tidal conditions and the proximity of other vessels, and with separate lines for each function (e.g. bow, stern, springs and breast lines).
  2. All vessels shall be maintained at levels dictated by the United States Coast Guard (USCG) and the State of California standards. Vessel examinations for compliance may be executed at the discretion of the Harbormaster.
  3. All vessels shall be maintained in such a manner that they operate under their own power, and can be removed quickly from the berth in the event of fire or other emergency. Vessel examinations for compliance may be executed at the discretion of the Harbormaster.
  4. Owners shall ensure that his/her vessel complies with all statutory requirements, including but not limited to registration with the applicable state or national authorities and the USCG, the display of valid registration numbers, and crew qualifications.
  5. Owner will ensure that while in the Marina, his/her vessel is controlled by adequately trained and competent person(s) in a seamanlike manner, observing the speed limits, keeping wash to a minimum, and ensuring that no damage, inconvenience, or risk is caused to other persons and vessels, to nearby property, or to the Marina.
- B. In the event that any vessel is not maintained or secured properly, the Harbormaster may supply lines and fittings, or may care for the vessel in such a manner as to prevent damage to the vessel, docks, or floats and/or other vessels. A charge for this service and for any lines, fittings and materials supplied shall be made in accordance with the fee schedule, as approved by the Recreation and Park Commission or the

Board of Supervisors. Any lines, fittings and materials used and supplied by the Harbormaster to protect vessels are not returnable.

- C. No person shall bring into or berth within the Marina any vessel of any kind whatsoever which is so unseaworthy or in such a badly deteriorated condition that it may cause damage to docks, floats or other vessels, or which may become a menace to navigation.

The Harbormaster in his/her sole discretion shall determine the seaworthiness of the vessel, for the purposes of this Section C of the Rules and Regulations.

- D. In the event a vessel or other craft is wrecked or sunk within the Marina, it shall be the owner's responsibility to mark its position and provide for the raising and disposition of such vessel or craft and assume all liability for damage to Marina property or other vessels in the Marina.
- E. Small tenders, dinghies, rigid inflatable vessels (RIBS) and row vessels must be stored on the vessel. Only one vessel of any kind is allowed in any berth, based on berthing license on file.

#### **Section 15 – ACCIDENT REPORTS**

A duplicate copy of any report of any accident occurring in the Marina shall immediately be filed with the Harbormaster.

#### **Section 16 – UNNECESSARY DISTURBANCE**

The owner of the vessel is responsible for the conduct and actions of his/her crew and guests. Owner shall not use or occupy the Marina, or permit or suffer owner's guests and invitees to use or occupy the Marina, in a manner which might reasonably be expected to cause a nuisance or be offensive or objectionable by other occupants or users of the Marina or interfere with the enjoyment of the Marina by other patrons (i.e. loud music, noise, or language, threatening behavior, and/or odors).

#### **Section 17 - HAZARDOUS OBSTRUCTIONS PROHIBITED: BOARDING PLATFORMS**

- A. Floats, gangways, top of lockers and the docks shall be kept clear at all times, of skiffs, tenders, miscellaneous gear, debris or other hazardous obstructions.
- B. Any condition aboard or around any vessel, float, or gang plank caused by the berthholder, which, in the opinion of the Harbormaster constitutes a fire hazard, public health nuisance, or danger to public safety, shall be corrected or removed immediately to the satisfaction of the Harbormaster. In the event of the refusal or neglect of the owner to remedy forthwith the aforesaid condition the Harbormaster or

shall effect such correction or removal at the owner's expense, and may cancel the berthing license.

- C. Boarding platforms or ladders on floats shall be permitted, subject to the prior written approval of the Harbormaster, provided that any platform used for boarding shall not be over eighteen (18) inches in width and not over three (3) feet high, and shall be of lightweight construction. The platform shall not be used as a storage locker.
- D. No person shall build or place in or about the Marina, any structures, such as walkways, gangplanks, finger floats, rubbing piles, dock boxes, etc. No modifications of dock structures are permitted at any time, without exceptions. This includes flotation systems, containment basins under vessels, fendering, antennas and any other additions.
- E. No dock boxes other than the ones supplied by the Marina will be allowed on docks. All dock boxes are subject to inspection by the Harbormaster.

### **Section 18 - MAINTENANCE**

Repairs to and maintenance of a vessel may be made or accomplished while such vessel is at its berth, provided all such work is done within the confines of the vessel itself and is not carried on in any manner whatsoever upon floats, gangways or docks. All materials used in such repair or maintenance work must also be kept within the confines of the vessel and may not be kept upon floats, gangways or docks. Spray painting is strictly prohibited in the Marina.

Owner will not carry out repair or maintenance work in the Marina except of a minor nature. The Harbormaster always reserves the right to order any work to cease if the Harbormaster considers that there is a risk of damage, nuisance, or a health and safety hazard.

Owner will maintain his/her vessel in a clean and tidy condition, and sufficiently seaworthy so that it can leave the berth under its own power in all normal weather and sea conditions.

### **Section 19 – USE OF WATER AND ELECTRICITY**

- A. **Fees.** Charges for normal usage of water and electricity are included in berthing fees for the East Marina Basin. In the West Marina Basin, where electric meters are installed, the owner will be charged for actual usage according to Pacific, Gas & Electric posted kilowatt hours cost.
- B. **Excessive Use.** Excessive use of electricity for heating, cooling, and other purposes is prohibited. If the Harbormaster is of the opinion that there is excessive use of electricity by a berthholder, the Harbormaster may attach a meter to the outlet, where necessary, for measuring actual consumption. Electrical consumption in excess of

264 kilowatt hours in any month shall be charged to the berthholder and added to the monthly berthing fee.

- C. **Continuous Use of Water.** Continuous use of water is prohibited except in the event of an emergency. The existence and nature of the emergency shall be reported immediately to the Harbormaster.
- D. **Vessel's Electrical Connections.** The owner will ensure that his/her vessel's connection to the Marina's electricity supply is properly and safely fitted and maintained, and that the electricity cables are disconnected from the supply point before being disconnected from the vessel.
- E. **Water Hosepipes.** Owner will ensure that water hosepipes are fitted with spring-loaded nozzles so that the water supply shuts off when the hose is unattended.

## **Section 20 – PUMPING AND LABOR CHARGES**

If, in the opinion of the Harbormaster, a vessel is in danger of sinking, he/she may pump out the water from the vessel and the cost of this emergency service shall be charged to the berthholder, in accordance with the fee schedule established by the Recreation and Parks Commission or the Board of Supervisors. The Harbormaster may board, enter, move or carry out emergency work on a vessel for safety or operational reasons without prior notice and at the owner's expense.

## **Section 21 - DISPOSING OF REFUSE**

- A. No person shall throw, discharge or deposit from any vessel or from the shore or float any refuse matter of any kind whatsoever into or upon the waters of the harbor, or in, on or upon the banks, walls, sidewalks, or beaches of any waters within the boundaries of the Marina area.
- B. No person shall dump or discharge oil, spirits, inflammable liquid, and the contents of holding tanks, or contaminated bilge water into the Marina.
- C. All garbage and recycling must be deposited in receptacles furnished by the Recreation and Park Department for that purpose, or removed from the Marina area.

## **Section 22 – LIVING ABOARD VESSELS PROHIBITED**

No person may live aboard any vessel berthed in the Marina. This prohibition against living aboard vessels shall not prevent the use of vessels in the Marina for eating and sleeping purposes for a period not to exceed three (3) calendar days in any one week period or a total of seven (7) calendar days in any thirty (30) calendar day period. Such use shall be subject to the requirements and limitations of Section 23, below.

## **Section 23 – SEWAGE AND SANITARY FACILITIES**

- A. It is unlawful for any person to discharge sewage in the waters of the Marina.
- B. No person shall operate or berth in the Marina any vessel equipped with a toilet unless such toilet is sealed or otherwise rendered inoperable or designed so that no human excreta can be discharged into the waters of the Marina.

## **Section 24 – CHARTER VESSELS**

All charter vessels must obtain a permit from the Harbormaster prior to the use of any Marina facilities for the purpose of boarding or discharging passengers. Upon obtaining the permit, such vessels must use the area designated by the Harbormaster, must schedule their activities with the Harbormaster's Office, and pay fees established by the Recreation and Park Commission or the Board of Supervisors.

No commercial activity, such as operating "Bed & Breakfast" facilities or charter services shall take place at the Marina, including aboard a vessel, unless the Harbormaster has first granted his/her approval in writing. In granting authorization the Harbormaster shall be entitled to impose such additional rules or commercial terms as he/she may, deem appropriate in conformance with all applicable laws, rules and procedures.

## **Section 25 – SOLICITATION, ADVERTISING, AND SIGNS**

- A. Solicitation of patronage in the Marina is prohibited.
- B. No signs of any kind shall be posted anywhere in the Marina without receiving prior written approval from the Harbormaster.

## **Section 26 – BICYCLES AND OTHER**

No person shall roller skate, skateboard, ride bicycles or motorcycles on the docks and gangways within the Marina.

## **Section 27 – VEHICLES AND RESTROOMS**

- A. Restrooms at the Marina are for the use of the vessel owners and the general public.
- B. All vehicles at the Marina shall be parked in accordance with the Harbormaster's instructions.
- C. Parking space is limited and the Marina does not guarantee that space will be available at all times.

- D. No trailer, caravan or commercial vehicle may be parked at the Marina without the Harbormaster's prior written authorization.
- E. The Marina reserves the right to move a vehicle by lifting or towing, if it is parked in breach of the above. The driver and/or owner of the vehicle shall reimburse the Marina for any costs incurred.

**Section 28 – GENERAL INDEMNITY**

- A. All persons enter and use the Marina at their own risk and in doing so acknowledge and accept these Rules and Regulations.
- B. The Marina shall not be liable for any death, injury, theft, loss or damage, including to vehicles or vessels, arising from a person's use of the Marina. The Marina assumes no risk on account of fire, act of God, conditions of the sea, theft, or damages of any kind to vessels.
- C. The Marina shall not be under any general duty to provide a safety, weather, or security watch for the benefit of any person or vessel and any liability or responsibility for these is expressly excluded. In the event of an emergency, Marina personnel may, however, perform services at owner's expense, at after-hours rates, which exceed normal hourly rates.
- D. All contractors and other service providers shall report to the Harbormaster's Office upon entering the Marina and again before leaving. They are required to hold a Marina issued work permit and to maintain public liability insurance with a reputable insurer for a sum of not less than \$500,000 and shall produce evidence of such cover to the Harbormaster, and must also either have evidence of worker's compensation coverage, or in the case of individuals, execute a waiver of worker's compensation with the Marina. All contractors and other service providers are only allowed on Marina property during normal business hours.
- E. Hot work is strictly prohibited unless the Harbormaster has granted his/her written permission on each occasion. Grills and other cooking equipment may not be used on dock surfaces.

**Section 29 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS**

All persons using the Marina shall comply with all of the rules and regulations adopted by the United States of America, State of California, and local agencies with regard to water safety requirements, operation and maintenance of vessels. The Harbormaster is authorized to enforce all said rules and regulations and to deny use of the facilities at the Marina for violation of such rules and regulations.

## **Section 30 – VIOLATION OF RULES AND REGULATIONS**

- A. An applicant for a berthing license agrees by his/her signature on the application form, to comply with these Rules and Regulations, as may be amended from time to time by the Recreation and Park Commission.
  
- B. Except as otherwise provided herein, cancellation shall be governed by this Section 30. In the event of any breach of the Rules and Regulations by an owner, the Harbormaster shall have the right to terminate owner's berthing license in accordance with the following procedure:
  - 1. If (a) the Harbormaster considers that the breach is a threat to health and/or safety, or (b) the breach is incapable of remedy, then the Harbormaster may terminate without prior notice. The Harbormaster will provide the owner prompt written notice of such termination.
  
  - 2. Otherwise, the Harbormaster will first provide a written warning notice to the owner, specifying the breach and requiring owner to remedy such breach within seven (7) calendar days. If the owner fails to remedy the breach within seven (7) calendar days, then the Harbormaster may at any time thereafter issue a termination notice having immediate effect, and may also require the owner to remove his/her vessel from the Marina within five (5) business days, or within such longer period as the Harbormaster may specify in such notice.
  
- C. If an owner fails to remove owner's vessel from the Marina after the issuance of a notice of termination, regardless of the reason for such termination, then the Harbormaster may:
  - 1. Charge the owner at a published daily/visitor fee rate for keeping a vessel at the Marina; and/or
  
  - 2. Remove the vessel and charge owner for this move and for any subsequent storage or other costs necessarily incurred; and/or
  
  - 3. Serve the owner with a three (3) month notice of Harbormaster's intention to dispose of the vessel at auction.
  
- D. Disposal shall be in accordance with the following procedure:
  - 1. If an owner has failed to respond to the disposal notice by paying all the amounts owed to the marina and, if applicable, by removing the vessel from the Marina, then the Harbormaster may sell the vessel at public auction at any time following the expiration of the three (3) month notice period.
  
  - 2. Within one (1) month of serving a disposal notice, the Harbormaster shall advertise his/her intention to dispose of the vessel at auction in two regional or

national daily newspapers and shall fix a copy of the notice to the superstructure of the vessel.

3. The Harbormaster shall be entitled to deduct from the proceeds of the auction any outstanding debt and any costs, including reasonable management costs, necessarily incurred by the Marina or the Harbormaster.

E. In the case of *force majeure* the Harbormaster shall have the right to terminate a berthing license or other service contract by serving the owner with such notice as is reasonable in the circumstances. *Force majeure* will apply if at any time the Marina is so badly damaged or affected by something beyond the Marina's reasonable control that the Marina can no longer provide the berthing or other services for a vessel in accordance with its contractual obligations.

F. Appeals. The Harbormaster's decision to deny an application for a berthing license or to terminate or cancel a berthing license is appealable by the applicant or berthholder in accordance with the process afforded under Section 7.20 of the Park Code.