

91.71 BOAT SPACE/MARINA USE RULES & REGULATIONS
KING HARBOR MARINA (KHM)

Thank you for choosing King Harbor Marina to dock your vessel. King Harbor Marina has been developed and is managed in a manner to ensure a wonderful boating experience for all our boat owners. To assist us in accomplishing this we have found that it is essential that all boat owners understand and adhere to the standards that have been established. Your cooperation in this endeavor is crucial to maintaining an excellent recreational environment for you and your neighbors.

Majestic KHM LLC (MAJ)
King Harbor Marina (KHM)

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I. GENERAL

- A. This document is an Addendum to the 91.14 Maritime Contract for Private Wharfage (hereinafter the “Wharfage Contract”) with King Harbor Marina (the “Marina”) and describes the legal conditions which specifically affect the boat owner(s) (the “Owner”), his/her vessel (the “Vessel”), and his/her use of the boat slip (the “Slip”). The Wharfage Contract should be read in conjunction with this set of rules and regulations as both are binding upon the Owner(s), the Vessel, and his/her guests.
- B. To the extent the Wharfage Contract and this Addendum are inconsistent or redundant, the Wharfage Contract shall control and be effective.
- C. In the event of a fire, medical emergency, threat to life, or other police matter, call 911.
- D. In the event of an emergency during normal Marina office business hours (9:00 AM to 6:00 PM, Monday through Friday; 9:00 AM to 4:00 PM Saturday, 10:00 AM to 4:00 Sunday, and on certain holidays), the Owner may contact the Marina business office at (310) 376-6926 and the appropriate personnel will respond to the problem in a timely manner. When the Marina office is closed, the Owner may call (310) 376-6926, Ext. 140 to reach the appropriate personnel. Upon notice of an emergency, a responsible employee will respond to the problem within a reasonable amount of time. An emergency is defined as an event where damage to property exceeds \$250 or there is a possibility of physical harm to an individual.
- E. The Rules and Regulations are addressed under the following categories. The headings and captions contained in this Addendum are for convenience purposes only and are not determinative nor are they to be considered in construction of the terms or provisions herein.

II. USE OF THE DOCK

A. GENERAL

1. **Vessel Boarding.** Unless arrangements are made with the adjacent boat owner, all **vessels are required to be boarded from the finger closest to the dock entrance gate/gangway** (except for inside ties, side ties, or other slips which share or only have one finger to access the vessel).
2. **Slip Amenities.** The Marina will provide each slip with two (2) cleats and rub railing on each finger, one dock box, and electricity supplied by one twist lock receptacle with a 20 amp minimum (increased electrical capacity may be possible at an additional charge; see the Marina office). Owner may request the Marina to install additional cleats (Marina provided) or dock rollers (Owner provided). Any dock rollers provided by Owner and installed by the Marina will become the permanent property of the Marina.

3. **Locks to Secure Property.** Owner is strongly encouraged to use a substantial lock for any storage locker, dock box, or electrical meter. Marina personnel will use every reasonable effort to protect Owner's possessions, but assumes no responsibility for the same (no valuable property should ever be stored in a dock box or in a marina locker). Owner is advised that in the event of a maintenance repair, emergency, or fire department inspection his/her lock on the dock box or land locker may be cut and replaced with a Marina lock.
4. **Dock Carts Belonging to Owner.** Dock carts owned by Owner may be stored on the Vessel or behind the dock box within the boundaries of the Owner's slip.
5. **Dock Carts Belonging to Marina.** The Marina provides one dock cart for each dock (labeled with corresponding dock letter) for use by all boat owners; it must be returned to the rack near the dock's gangway after use. Boat owners are requested to contact the Marina if the supplied dock cart is not in its proper location.
6. **Carpeting.** Carpeting is not allowed on the dock or to be attached to any surface owned by the Marina. Dock mats may be placed in lieu of a boarding step if they conform to the standard set by the Marina (a black rubber/plastic material no larger than 18" × 24").
7. **Obstructions.** Owner shall not extend a mooring line, water hose, electrical cable or other service line across a main walkway or cause any obstacle such as a ladder, tool, canvas, or other material or equipment to obstruct free passage on a finger or dock.
8. **Barbecues.** Barbecues may not be left on the dock when not in use (ensure all charcoal/ashes are removed before being stored). Charcoal briquettes are subject to spontaneous ignition and must be kept in dry place. Use of a barbecue in a closed area is prohibited.
9. **Assemblage.** The dock areas are primarily for loading and unloading the Vessel and are not designed to accommodate large groups of people at any one time. For this reason, use of a specific dock area is limited to not more than six (6) people per a 100 sq. ft. of dock surface area.
10. **Offensive Conduct.** Disorderly, offensive or indecorous conduct by Owner, his/her guests, or invitees which might cause injury to a person, disturb other boat owners, cause damage to property, or harm the reputation of the Marina shall constitute cause for the immediate termination of the Wharfage Contract. Owner assumes full responsibility for the actions of his/her guests and invitees and agrees to be held jointly and severally liable for all consequences arising from the actions of his/her guests and invitees.

11. **Games and Other Activities.** Games, bicycling, roller/inline skating, skateboarding, or use of any motorized vehicles on the docks is strictly prohibited.
12. **Children/Life Jackets.** Children under 12 years of age are not permitted on the Marina's docks without the immediate supervision of their parents or other responsible adults. All non-swimmers or children under 12 years of age must wear a life jacket at all times while on the docks.
13. **Hose Bibbs/Racks.** Hose bibbs are located at various intervals on the docks and are intended to be shared by all boat owners. Hose racks are provided by Marina upon request. Hoses are required to be stored in a safe manner after their use. Hoses are not permitted to be connected from the hose bibb to a vessel in any manner. In order to conserve water, the use of an automatic shut-off nozzle on hoses is also required. Any hose connected to a vessel or stored in an unsafe manner will be removed by Marina personnel.

B. STORAGE ON DOCKS

1. **Storage of Gear.** The Owner only has the use of the dock for loading, unloading, and for securing the Vessel. Gear can never block access to the end of a finger and/or to a vessel or be left on the dock. When gear is not in use, it must be stored in the slip's designated dock box, in/on the Vessel, in a rented locker, in a vehicle, or off of the Marina's premises. **No personal property of any nature is allowed to be stored on the docks other than which is permitted herein.**
2. **Potted Plants.** Potted plants are not allowed to be stored on the dock, on top or behind the dock box. If potted plants are stored on the Vessel, no more than three (3) plants may be on the deck of the Vessel. All potted plants on the deck of the Vessel must have a drip tray to catch any overflow from watering.
3. **Boarding Steps.** Boarding steps must be located whenever possible on the finger closest to land and adhere to the following requirements:
 - a. Boarding steps must allow five (5) feet of clearance from the end of the finger or from any obstruction in order to accommodate an emergency use of the finger or dock;
 - b. Boarding steps may not occupy a surface area no more than 24" × 48" in size. If the finger is less than 48" in width, the boarding steps may not occupy more than one half (1/2) of the width of the finger in order to allow emergency personnel access to the required five (5) feet at the end of the finger;
 - c. Boarding steps may not weigh more than 125 pounds, be affixed to the dock, or be of such design that one person cannot move it in the event of an emergency;

- d. Boarding steps may not be higher than the gunwale of the vessel in the slip for which the boarding steps are used;
 - e. **Boarding steps may not be used for storage of anything.**
 - f. Boarding steps must have a KHM Property Identification Decal (PID) affixed on them in order for Marina personnel to quickly identify the owner at any time.
4. **Small Craft Storage.** For purposes of this Section all dinghies, sabots, kayaks, canoes, SUPs, and other auxiliary craft are collectively referred to as “dinghy” or “dinghies.” All dinghies shall display a KHM Property Identification Decal (PID) in order for Marina personnel to quickly identify the owner at any time. Storage of dinghies is prohibited on the docks and limited to the following locations:
- a. Dinghy Rack
 - (1) Monthly fee applies for storage;
 - (2) Rack space is assigned by Marina office;
 - (3) Located at dock level;
 - (4) Maximum length allowed is 10 feet;
 - (5) Maximum width allowed is 3 feet;
 - (6) Maximum weight capacity for a dinghy is 125 pounds.
 - b. Dinghy Water Tie
 - (1) Monthly fee applies;
 - (2) Dinghy ties are assigned by Marina office;
 - (3) Dinghy ties are approximately 14 feet in length with two cleats approximately 7 feet apart and include rub railing;
 - (4) No dock box or electricity is provided for a dinghy tie.
 - c. Vacant Slip
 - (1) Monthly fee applies;
 - (2) Vacant slip is assigned by Marina office;
 - (3) Various slips in the marina have been designated for use by dinghies. These slips are shared by up to four (4) dinghies per slip.
 - (4) This is considered temporary storage. The Marina reserves the right to relocate any dinghy occupying a slip under this Section should that slip become permanently rented by a vessel or in the event the Marina requires some other use of

the slip. In the event of such dinghy relocation, the Marina will make every effort to relocate the dinghy as close as possible to its original location, but makes no guarantee of the same.

(5) Marina Policy 91.313 sets forth all terms and conditions regarding this Section.

d. Owner's Slip/Vessel

(1) No monthly fee applies;

(2) Dinghy must be stored within the approved rented boundaries of the Slip's water area or on the Vessel. All dinghies, if tied within a slip, shall not extend over three (3) feet into the fairway beyond the end of the finger.

5. **Flammable Liquids.** Flammable and combustible liquids and/or materials must be stored in the following specific manner.

a. All flammable liquids must be kept in a closed storage container on the Vessel or in the dock box. A maximum of one (1) approved container with a five (5) gallon capacity is allowed. An "approved container" is defined as a metal container that has a self venting and self closing spout (must have a UL rating on the container). Plastic containers are prohibited as they often deteriorate over time, melt very rapidly, and add to the spread of fire.

b. All oily rags must be kept in a closed metal container.

c. No open flammable liquids can be stored anywhere within the boundaries of the Marina's premises.

d. Use of any flammable liquid for washing parts or for removing grease, dirt, or other substances is strictly prohibited.

e. The storage of any empty containers previously used for flammable liquids (unless free from explosive vapors) is prohibited. Empty UL approved safety containers may be kept in storage lockers.

f. Fueling at the Marina's docks in any manner is prohibited.

g. The Redondo Beach Fire Department has the right to inspect dock boxes for improperly stored flammable materials.

6. **Impound of Unauthorized Items.** Marina personnel will impound any unknown items in unassigned spaces and/or unauthorized locations under the following conditions:

- a. At the end of a seven (7) day notice period after the item is tagged with a Red Violation ticket (“Red Tag”) – 92.13KF;
- b. Whenever possible if an Owner is known to be the owner of an illegally stored item, an e-mail, letter, or other form of communication with the Owner will be generated/attempted requesting its removal;
- c. Impounded items will be held in storage for a minimum three (3) month period;
- d. During this period, impounded items may be redeemed by payment of \$50 plus a maximum of \$1 per day storage for the period the item is held in storage.
- e. Unclaimed impounded items held in storage will be disposed of pursuant to state law.

III. BERTHING OF VESSEL/USE OF SLIP

A. BERTHING

1. **Maximum Length/Projections Beyond End of Berth.** The "maximum length" is measured from the head of the slip to the maximum projection allowed into the fairway/channel for all obstructions (including motors, dinghies, racks, railing, swim platforms, swim steps, booms, flagstuffs, masts, etc.). This projection into the channel is a maximum of three (3) feet unless otherwise noted for a particular slip.
2. **Maximum Width (Beam).** The allowed vessel width (beam) in a boat space varies from 6' to 20'. Vessels with beams that may cause damage to a dock will be directed to move within five (5) days of written notice. Vessel beams that pose a severe hazard, especially over walkways, may be directed to move immediately.
3. **Dock Overhang.** If the Vessel's vertical bow overhang is above 6' – 6" over the dock, the maximum horizontal overhang over the dock shall be 48". If the Vessel's vertical bow overhang is below 6' – 6" over the dock, no overhang is allowed.
4. **Overhang Charges.** Should the Vessel or any other obstruction extend beyond the "maximum boat length" that is allowed within a particular boat space, the Owner's account will be charged the established monthly fee per foot of overhang for the "excess overhang" until the boat or obstruction is removed. If the overhang obstruction is deemed a "hazardous obstruction" by the Harbor Master, the Vessel or the obstruction must be removed immediately upon notice by either the Harbor Master or the Marina.

5. **End-/Side-Ties.** The Vessel is required to be tied between the mooring marks [a vertical line one inch (1”) in width and marked with “no boat structure beyond this line”] which in all cases are at least one foot from the end of the dock and in some cases, up to five (5) feet from the end in critical traffic areas. If the tie has no mooring marks, the boat may extend up to three (3) feet beyond the end of the tie.
6. **Safe Berthing.** All vessels shall be berthed in a safe manner.
7. **Unauthorized Berthing.** No vessel shall be berthed within the marina unless a Wharfage Contract is in effect between the vessel’s owner and Marina.

B. USE OF SLIP

1. **Slip/Vessel Use for Pleasure Only.** Unless the Marina otherwise agrees in writing in advance, Owner shall use the Slip for the Vessel only for noncommercial, pleasure purposes and will not use the Vessel in connection with any commercial purpose. The Owner shall not advertise the Vessel for hire or any sort of other rental activity on any website or other publication unless the Marina otherwise agrees in writing in advance to permit such commercial advertising.
2. **Wooden-Hulled Vessels.** Wooden-hulled vessels are not permitted in the marina without proof of vessel insurance and a complete vessel survey conducted within 365 days prior to the vessel occupying a slip at the marina. Final decision to permit a wooden-hulled vessel at the marina is at the sole discretion of the Marina.
3. **Bottom Liners.** All bottom liners must conform to the following criteria.
 - a. Bottom liners must be self-floating and cannot use the dock to keep them from sinking;
 - b. Bottom liners may only be tied to the dock to keep it inside the boundaries of the slip;
 - c. Bottom liners must have tabs for clean water;
 - d. Bottom liners that put a load on the docks and cause any stress to the dock will be removed immediately by Marina at the Owner’s expense;
 - e. Bottom liners remaining after the Wharfage Contract is terminated will be removed by the Marina. All costs associated with said removal will be the responsibility of Owner.
4. **Boat Lifts.** Ballast-type boat lifts such as the HydroHoist brand are strictly prohibited in the marina. In the past, they have caused damage to the docks

and have become a liability to the marina. Should Owner install a ballast-type boat lift in the Slip without prior written approval of the Marina, it shall constitute cause for the immediate termination of the Wharfage Contract. Other types of boat lifts of such design as to prevent damage to the docks may be approved on a case-by-case basis by the Marina. All approvals must be made by the Marina in writing in advance of such boat lift being located at the marina.

5. **Additional Structures/Platforms.** Structures or platforms of any kind, floating or otherwise, including any additional planking, are prohibited from being added to the rented water space and/or attached to the dock in any manner without prior written approval from the Marina. The Owner only has use of the Slip as provided by the Marina and may only use such water space to berth the Vessel and other small craft as provided for herein and in the Wharfage Contract.
6. **Shore Power Cords.** The Wharfage Contract sets forth the type of marine grade shore power cord/electrical connections to be used for the Vessel. In addition, shore power cords must conform to the following criteria:
 - a. Shore power cords must be of one continuous unbroken length from the dock box to the interior of the Vessel and must be provided with chafing gear at the metal-edged electrical box, at the gunwale or point of contact with the Vessel and at the entry point (hatch vent pipe, window, etc.). If a shore power cord is fastened to the dock, it must be done with insulated staples;
 - b. Shore power cords must be kept out of the water at all times;
 - c. Shore power cords are not allowed to bridge the walking area of any dock or finger.
7. **Appliances.** All electrical appliances inside the Vessel, such as light bulbs, heaters, etc., must be secured away from any combustible material.
8. **Plastic Tarps.** Plastic tarps are not permitted as vessel covers. Plastic tarps may be used on a temporary basis for boat work (approved in advance by the Marina) and removed as soon as work is completed. Canvas covers are acceptable.
9. **Oil Absorbent Pads.** The use of Oil Absorbent Pads is highly recommended in bilges and to clean any fuel spills that may occur. **The use of detergents and emulsifiers to clean any type of fuel spill is prohibited.**

C. VESSEL MAINTENANCE

1. **Temporary Maintenance.** King Harbor is primarily a harbor for recreational boating and is not a repair yard. All vessels in the harbor must be properly maintained and in navigable condition. To allow for periodic

maintenance, a vessel may not be unnavigable for more than one (1) calendar month per year.

2. **Ordinary Maintenance.** Ordinary maintenance to maintain the Vessel's appearance shall be permitted, such as regular cleaning, maintenance and replacement of all painted and varnished surfaces, all bright work, rigging, safety equipment and any other appurtenances of the Vessel. Ordinary maintenance shall be conducted in a manner to prevent debris from entering marina waters.
3. **Maintenance/Repair Limits.** Repairs exceeding 25% of the Vessel at any one time may not be performed in the slip. In such event, the Vessel will be required to be hauled out to dry dock for the repairs.
4. **Paint.** Owner shall limit the use of paint and paint remover and shall not permit the burning off of paint or the use of spray guns on the Vessel within the marina.
5. **Welding, Burning, or Cutting.** Welding, burning, or cutting using any device or attachment facilitating welding, burning or cutting on or within any vessel when docked in King Harbor except in the area designated as the commercial boatyard (King Harbor Marine Center) is prohibited.
6. **Boat Workers/Independent Contractors.** Boat workers, independent contractors, and other companies Owner has hired to perform tasks on the Vessel are required to sign in with the Marina Office and execute a Premises Access Agreement. They are also required to carry liability insurance with minimum per-occurrence policy limits of \$500,000, have a City of Redondo Beach business license, and provide worker compensation insurance for their employees. Owner shall verify the existence of said insurance before permitting work aboard the Vessel.

IV. USE OF WATER WITHIN THE HARBOR

A. GENERAL

1. **Fishing.** No fishing is allowed in the Marina including from docks, boats, walkways adjacent to the water, and the rock rip-rap.
2. **Fish Cleaning.** Depositing in marina waters any dead animal, fish, bait or the cleaning of fish on any dock, sidewalk or land area in the marina is prohibited.
3. **Motor-In/Out.** All vessels are **requested** to "motor-in" and "motor-out" of the harbor and are **required** to "motor-in" and "motor-out" of the fairways between docks and into/out of any boat spaces.

4. **Underwater Activity.** No one shall engage in skin diving or any underwater activity anywhere east of the breakwater within the harbor waters without first obtaining a written permit from the Harbor Master.
5. **Swimming.** Swimming, or any person floating on a surfboard or surfmat, anywhere east of the breakwater within the Harbor is prohibited.
6. **Use of Fairways.** The fairways between docks may only be used to enter and leave the Slip and/or for security checks by the Harbor Master and Marina. Fairways may not be used for general recreation of any kind (this includes casual undirected boating activity).
7. **Collision with Unattended Vessel.** Any operator of a boat that collides with any unattended vessel is required to immediately secure his/her vessel and notify the owner of the struck vessel of the name and address of the operator and/or owner of the striking vessel either in person or by leaving a note in a conspicuous place. In addition, the striking boat operator shall immediately report the incident to the Harbor Master and the Marina. This Section also applies to collisions with an attended vessel.
8. **Speed Limit.** The prima facie speed limit in the harbor is no-wake, steerage only at five (5) nautical miles per hour unless otherwise posted.
9. **Improper Vessel Handling.** Improper or unsafe boat handling by the Owner, his/her guests or invitees shall be just cause for the immediate termination of the Owner's Wharfage Contract.
10. **Reverse Gear Required.** Every power or motor-driven vessel in marina/harbor waters must have a reverse gear or the means to reverse and stop the vessel.

V. TRASH DISPOSAL AND SANITATION

A. TRASH

1. **Trash/Recyclables.** Non-hazardous trash/recyclables shall be deposited in the dumpsters/recycling bins, respectively, located near the gangway of each dock.
2. **Waste Materials.** Owners and their guests shall not throw, discharge or deposit from any Vessel or float any solid or liquid material, including but not limited to, refuse matter, oily bilges, galley drain water, or inflammable liquid ("Waste Materials") into the water or upon Marina's premises. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent Waste Materials from being pumped automatically into marina waters. All Waste Materials shall be deposited in the appropriate receptacles within the Marina's premises, subject to the Marina's supervision.

3. **Hazardous Materials.** Oil and other contaminants must be delivered to an approved dumping facility. There is a Hazardous Waste Collection Facility located at 2420 Marine Ave., Redondo Beach that accepts a wide variety of hazardous materials (proof of residency in Redondo Beach or Manhattan Beach is required).
4. **Trash Disposal Charges.** Owner's account will be charged double the direct labor costs of Marina personnel plus any other direct costs required to remove any trash caused by Owner that is not properly disposed of.
5. **Toilet Devices.** The Wharfage Contract sets forth the terms and conditions regarding the use of onboard sanitation devices. In addition to those terms and conditions contained therein, the Owner shall not empty any sanitation device in any toilet or lavatory facility on Marina's premises.

VI. MISCELLANEOUS

A. GENERAL

1. **Solicitations.** Soliciting business, selling goods, wares, merchandise, or services is prohibited in the marina without the prior express written permission of the Marina.
2. **Signs.** The posting of advertising signs, for-sale signs, or notices on any vessel or on the Marina's premises is prohibited without the prior express written permission of the Marina.
3. **Washing/Repair of Vehicles.** The washing of vehicles or the (other than minor) repair of vehicles is prohibited within the Marina's premises.

B. PETS IN THE MARINA

1. **Pets are discouraged in the Marina at any time.**
2. No pets are allowed beginning November 15, 2002. Anyone with a pet is in violation of Marina rules and is subject to cancellation of their contract.
3. No pet shall be kept on the premises, except ADA-qualified service animals that are individually trained to do work or perform tasks for a person with a disability. Animals for comfort or emotional support are not qualified as service animals under the ADA. Service animal fraud is a crime under California Penal Code 365.7(a).
4. All dogs must be on a leash and under direct control of their owner at all times.
5. All dogs in the marina are required to be licensed.

6. Any individual in control of a dog or cat is required to immediately upon that animal defecating pick up and deposit the fecal matter in a bag or proper container and dispose of it in a proper manner. The individual is also required to have on his/her person a bag or container in the event the animal defecates.
7. Absolutely **no pets** are allowed in the restrooms or other Marina facilities at any time.
8. City of Redondo Beach Animal Control will be advised to impound stray pets or those not under control of a boat owner, his/her guests or invitees.
9. At any time the Marina Office receives written complaints from at least three (3) boat owners regarding a pet/animal nuisance or a Marina employee is witness to a pet/animal nuisance, the Marina will advise the boat owner to remove the animal from the premises within three (3) days. Failure to comply will subject the boat owner to the termination of his/her Wharfage Contract, an administrative fee charge of \$200, and a \$5 per day charge until the animal is removed.

VII. PARKING INFORMATION

- A. Please see King Harbor Marina Boat Owner/Tenant, Guest and Employee Parking Information (91.75PF)