Attachment 1



Oroville Lake Marinas LLC

Marina's Moorage Rules and Regulations

Revised May 1, 2024

- 1. All moorage licensees must abide by all Environmental, State, County, Federal, and State of California Department of Parks and Recreation laws and regulations including, without limitation, laws and regulations concerning proper safety equipment, personal conduct, and compliance with no-wake areas. Violations of governing authorities rules and regulations can result in cancellation of a mooring license agreement.
- 2. Copies of current registration and declaration page(s) of insurance, compliant with Section 11 of the Mooring License Agreement, are to be submitted *before policy or registration expiration date*. A marine policy should also include coverage for haul out and towing.
- 3. A State Parks annual boat pass will be issued by the Marina and billed to the licensee in the month of expiration of the boat pass on file. If we do not have a boat pass on file one will be issued and billed. Issued boat passes will not be refunded.
- 4. Moorage licensees are responsible for their guest's compliance with all rules and regulations.
- 5. No gas/propane barbeques or any open flames will be allowed in slips or within 50 feet of a fuel dock.
- 6. All trash, recyclable materials and compost are to be placed in proper receptacles, not left on docks. No hazardous materials shall be placed in or around the Marina including docks and State Park dumpsters. Cardboard must be flattened. The Marina can facilitate the disposal of motor oil, oil filters and batteries for a fee. Please see staff for assistance. The only items to be disposed of is household waste accumulated on your boat. There is to be no disposal of hazardous materials, appliances, furniture, or construction materials. Using the Marina or State Park trash receptacles for anything other than household trash will not be tolerated and can result in termination of your moorage license at the Marina's discretion and can also result in fines and/or criminal charges.
- 7. All dock carts should be immediately returned to the cart area after use. The carts must not be taken aboard boats or removed from the Marina area.
- 8. Absolutely no stairs are allowed other than those approved by the Marina.
- 9. Nothing may be attached to the dock, or any modifications made to the existing structures, including tires, antennas, fenders, etc.
- 10. Nothing should be left or stored on the head-walk, walkways, or the boats, including boat covers, dollies, etc.
- 11. Due to Federal and State regulations and environmental laws, effective May 1, 2024, no major work or repairs to a boat are allowed in the Marina. This includes but is not limited to, sanding, spray painting or coating of any kind, stripping and hull repairs. All major work and repairs are to be accomplished in a boatyard. We only allow minor repairs within the Marina. Minor repairs require the submission of a work application and must be approved by Marina management. Application can be found at the end of this moorage license agreement and marina rules (Attachment 4).
- 12. It is the boat owner's responsibility to ensure that the Administration Office has an up-to-date insurance liability certificate for any work being performed on their boat by a licensed individual(s). Commercial Liability Insurance with limits and requirements as those set forth in Attachment 4 with appropriate Workers Comp coverage. The Marina reserves the right to regulate the entry into the Marina by vessel brokers, contractors, and vessel service personnel. All boat owners shall be responsible for ensuring that all contractors and other service providers employed by the boat owner comply with all Marina Rules and Regulations. The boat owner understands and agrees that all contractors, vendors, and other service providers must be properly registered with the Marina and are to check-in upon arrival prior to accessing a boat and performing any labor or work within the premises of the Marina. Service provider check-in list will be forwarded to State Parks monthly.
- 13. Any dumping of sewage, gas, batteries, or oil will be grounds for immediate termination of your moorage license. The appropriate authorities will be called for environmental violations. You will also be held responsible for all costs for the

- environmental cleanup. Only biodegradable materials should be used in the concession area. Detergents and emulsifiers are prohibited to use on fuel spills, appropriate absorbents must be used for the applicable spillage.
- 14. Absolutely no flammable or combustible containers may be stored on the boat, other than fuel in the vessel's gas tank. There will be no self-fueling of boats in the concession area.
- 15. All PETS <u>MUST</u> be on a leash of no more than 6 ft at all times and under the immediate control of a person when on the docks and other public areas of the Marina. Pets are not to be left unattended and must not create a disturbance. Pet owners must clean up after their pets. All Pet waste is to be deposited in appropriate receptacles or trash bins. Do not dump in the lake or leave on shore.
- 16. Absolutely no fishing or diving from the docks.
- 17. No swimming or diving in the launch area of the Marina or in slips.
- 18. No open containers of alcohol are allowed on the docks or shuttle.
- 19. You must comply with posted shuttle rules.
- 20. Absolutely no gasoline, any other flammables, or combustibles are allowed to be transported on the shuttle boat.
- 21. Quiet hours are from 10 pm to 6 am. Radios and other sound-producing devices must not be audible beyond your immediate houseboat. To ensure an enjoyable experience for everyone, please do not disturb other boaters, regardless of the time of day or night.
- 22. Generators may only be used from 10 am to 8 pm.
- 23. No licensee, or their guests, shall carry on in a disorderly or aggressive manner that might injure a person, cause damage to property or harm to the reputation of the Marina. This shall include noise or conduct that disturbs neighboring boaters. Such conduct may result in termination of your mooring license.
- 24. All appropriate boats must be equipped with a working automatic bilge pump.
- 25. Moorage licensees will keep the Administration Office advised of current phone numbers, addresses, boat descriptions, and State Registration numbers.
- 26. Sub-leasing of slips is not allowed. Only the boat on the moorage contract is allowed to occupy the slip. Under certain conditions and written authorization from the slip renter, and with Management approval, another boat may use your slip. Unauthorized boats will be removed from slips and stored at the owner's expense.
- 27. Oroville Lake Marinas LLC reserves the right to refuse mooring of boats for reasons of size or construction. <u>Any changes</u> in vessels dimensions must be approved in writing by the Marina prior to change.
- 28. Moorage Licensees must notify the Administration Office anytime a boat is being taken from or returning to the Marina for an extended amount of time. You must notify the office in writing of any persons authorized to board your vessel for any reason.
- 29. There is no long-term parking in the loading and unloading area.
- 30. No charges of Marina services (groceries, fuel, etc.) may be made to slip accounts.
- 31. There is no fish cleaning allowed on the docks.
- 32. No riding of bicycles, motor scooters, motor bikes, skateboards, etc. on the docks.
- 33. No vehicle washing and or maintenance are to be conducted in the Marina parking lots.
- 34. No boat is to be used as a time-share, or otherwise sublet, or rented. Violation will result in immediate termination of moorage license agreement.
- 35. For moorage purposes, boat measurement is length overall, measuring between the farthest two points and including all extensions and attachments.
- 36. No obscene language or profanity is permitted or tolerated (as determined by the Marina), including all signs and boat names.
- 37. Bilge socks are required where applicable and boaters are required to use oil-absorbing material in their bilges.
- 38. Security is everyone's responsibility work together to protect your property.
- 39. If a boat owner is selling their boat, they must meet prospective buyers at the Marina. Marina staff will not knowingly admit buyers to see any boat in the boat owner's absence.
- 40. Upon completion of the sale of a boat, Licensee will notify the marina of the sale, their intent to relinquish the mooring space with the boat, and the name, address, phone number and email of the buyer(s) by submitting a **Sale of Vessel Form** (Attachment 3). If a contract by the new buyer is not completed within 7 days, we will notify State Parks that we have an uncontracted vessel and at 30 days the vessel will be cited as abandoned and can be impounded by State Parks.
- 41. All sales of boats aged 15 years or older will require the submission of a marine survey dated 3 years or less from date of sale and verification that survey recommendations were completed.
- 42. Boats larger than 55 feet will no longer be accepted for new entry or replacement to the Marina effective May 1, 2024.
- 43. Boats are not permitted to dock around the Marina or gas dock overnight.
- 44. Courtesy slip parking in Marina is limited to 20 minutes only.

- 45. Overnight occupancy in the Marina boat slips will be permitted, but the use of Marina's electricity for cooking and air conditioning is prohibited. No extension cords from boat to dock are to be left unattended at any time. The use of dock power or cords left on the dock at night is strictly prohibited. Cords must be situated to prevent a trip hazard to others. Should staff find unattended cords they will be unplugged and returned to the boat or otherwise disposed of with no obligation to the Licensee. Licensee will be notified of a violation. Continued violation may result in termination of mooring license.
- 46. No firearms, fireworks, live ammunition, or devices capable of injuring or killing are allowed on the premises. This includes airsoft and paintball guns.
- 47. Dock lines should be of adequate size for the boat and shall be replaced when worn. Dock line tails must be coiled.
- 48. No boats are to block, obstruct or be tied to light poles, fire extinguisher stands, etc.
- 49. No part of the boat should extend over the main walkways and should not extend more than 3 feet past the end of a finger or docks. All efforts should be made by sailboat owners to secure their vessel in a manner to eliminate, or minimize, the pulpit or bow extending over the main walkway. If in doubt, request consultation with marina management. We can review alternate mooring options or extend a waiver if minimal overhang occurs.
- 50. Commercial activities of any type are prohibited in the Marina, unless approved by State Parks. Contact the special events coordinator for information at: Oroville.Specialevents@parks.ca.gov
- 51. No advertising or soliciting of any kind is allowed on Marina premises or on boats.
- 52. Side ties are not permitted unless you are on your boat. No side ties over 30 feet are allowed at any time.
- 53. Boat owners are responsible for maintaining and keeping in good condition (6a of mooring license agreement) their buoy hook-ups and dock/slip mooring lines. All boats in slips or walkways must have at least 4 mooring lines no less than ½ inch nylon rope or its equivalent. Mooring snobbier, fenders and or bumpers are required to keep boats away from slips and dock structures. If we call you with a repair request for buoy hook-ups or mooring lines, and you do not return our call within 3 days, repairs will be made, and the owner will be billed. In the event repairs are needed for the immediate safety of your boat, or, repairs are under \$100 in parts, plus labor, the repairs will be made by the Marina at the time they are found and invoiced to the boat owner in accordance with the terms of your agreement. Invoices will be due within 5 days of the date of the invoice.
- 54. All licensees are to supply their own pump out fittings.
- 55. Oroville Lake Marinas LLC reserves the right to refuse service to anyone for any reason other than discrimination. Harassment of employees will not be tolerated. Available services will be denied until improvement is made, or your Moorage License Agreement will be terminated.
- 56. Any violation of the Marina's Rules may lead to termination of Moorage License. Your adherence to these rules will provide a safer and more enjoyable Marina.