



POLICIES AND PROCEDURES MANUAL

Two Harbors
Harbor Department

TABLE OF CONTENTS

INTRODUCTION: Policy and Procedures Manual.....	PAGE 6
SECTION 1: Defined Terms.....	PAGES 6 – 12
1.1 Administered Submerged Lands ('ASL')	
1.2 Anchoring	
1.3 Assigned Reciprocal	
1.4 Assignee	
1.5 California State Lands Commission ('CSLC')	
1.6 Company	
1.7 Conditional Safety Trade	
1.8 Designated Caller	
1.9 Dinghy (Dinghies)	
1.10 Dinghy Dock	
1.11 Dye Tablet (Dye Tab) or Dye Test(ing)	
1.12 Fairway	
1.13 Harbor Department (also known as Two Harbors' Harbor Department ('THHD'))	
1.14 Harbor Office Manager	
1.15 Hold Clear	
1.16 Holiday Periods	
1.17 Lessee	
1.18 Mooring	
1.19 Mooring Assignment	
1.20 Mooring Trade	
1.21 Netmoorings	
1.22 No-Wake	
1.23 Operator	
1.24 Parcel(s) Leased by the Catalina Island Company	
1.25 Peak Season	
1.26 Periods of Fair Weather	
1.27 Periods of Inclement Weather	
1.28 Personal Watercraft (PWC)	
1.29 Raft/Rafted Vessel(s)/Rafting	
1.30 Reciprocal Reservation	
1.31 Relinquishment	
1.32 Rigging Size	
1.33 Rode	
1.34 Rules/Rules and Regulations	
1.35 Safety Trade	
1.36 Scope	
1.37 Stringline	
1.38 Sublease or Sublease Agreement	
1.39 Sublessee	

- 1.40 Sublessor
- 1.41 Tackle
- 1.42 Tender
- 1.43 Transient
- 1.44 Transient Rates
- 1.45 Transient Vessel
- 1.46 Unattended Vessel
- 1.47 Upgrade List
- 1.48 Waitlist
- 1.49 Weekday(s)
- 1.50 Weekend(s)

SECTION 2: General Information..... PAGES 13 – 15

- 2.1 Overview
- 2.2 Use of Two Harbors Facilities and Acceptance of Risk
- 2.3 Personal Behavior and Use of Alcohol and Drugs
- 2.4 Vessel Incident or Accident
- 2.5 Speed Limit
- 2.6 Swimming, Diving, Fishing
- 2.7 Dispute Resolution/Jurisdiction/Forum Selection/Recovery of Legal Expenses
- 2.8 Transient Vessel Insurance Requirements

SECTION 3: Sublessee Reservations and Policies..... PAGES 16 – 20

- 3.1 Required Notification for Sublessee Use of Their Own Subleased Mooring
- 3.2 Permission to Use a Subleased Mooring (Assignee)
- 3.3 Assignees/Assigned Vessels
- 3.4 Designated Caller
- 3.5 Reciprocal Privileges (Use by Sublessee of Another Mooring)
- 3.6 Removal of Sublessee from Existing Contract
- 3.7 Relinquishment of a Leased Mooring
- 3.8 Sublessee Insurance Requirements
- 3.9 Sublessee Hold Harmless and Indemnification
- 3.10 Sublessee Credit Check Requirements

SECTION 4: Mooring Waitlist, Upgrade List, Renewal Deadlines, New Vessels, Trades... PAGES 20 – 23

- 4.1 Sublessee, Waitlist, and Stringline Fee Deadlines
- 4.2 Upgrade List
- 4.3 Upgrade Fee
- 4.4 Waitlist Decline and Offer
- 4.5 Waitlist Fee
- 4.6 New Vessel Purchase by Existing Sublessee
- 4.7 Time Allowance for Sublessees who are Between Primary Vessels
- 4.8 Mooring Trade Requests

SECTION 5: Harbor and Vessel Policies and Requirements.....	PAGES 23 – 29
5.1 <i>Vessel Discharge Policy- Dangers to Navigation</i> 5.2 <i>Anchoring Policy</i> 5.3 <i>Vessel Design Policy</i> 5.4 <i>Commercial Use</i> 5.5 <i>Unattended Vessels</i> 5.6 <i>Rafting Policy</i> 5.7 <i>Vessel Numbering and/or Registration Policy</i> 5.8 <i>Mooring Rental Collections Policy</i> 5.9 <i>Inoperable and/or Unseaworthy Vessels Policy</i> 5.10 <i>Vessel Conduct</i>	
SECTION 6: General Provisions.....	PAGES 29 – 30
6.1 <i>Amendment/Modification of Policies and Procedures Manual</i> 6.2 <i>Waiver and Severability</i> 6.3 <i>Integration Clause</i> 6.4 <i>Mooring and/or Property Damage/Destruction</i> 6.5 <i>Wildlife</i> 6.6 <i>Returned Check Fees</i>	
SECTION 7: Federal, State, Local Government Agencies Contact Information.....	PAGES 30 – 31
7.1 <i>U.S. Coast Guard National Response Center</i> 7.2 <i>Eleventh District Command Center</i> 7.3 <i>Local Emergency and Dispatch</i> 7.4 <i>Two Harbors’ Harbor Patrol</i> 7.5 <i>California State Lands Commission</i>	
SECTION 8: Hours of Operation and Services.....	PAGES 31 – 32
8.1 <i>Harbor Patrol Hours of Operation</i> 8.2 <i>Garbage Pick-up Schedule</i> 8.3 <i>Mooring Maintenance Hours of Operation</i> 8.4 <i>Pump-Out Service</i> 8.5 <i>Piers and Dinghy Docks</i> 8.6 <i>Other Services</i>	
APPENDIX A: Applications and Forms.....	PAGES 33 – 38
- A.1 <i>Waitlist Application</i> - A.2 <i>Upgrade Application</i> - A.3 <i>Unattended Vessel Request Form</i> - A.4 <i>Sublessee or Designated Caller Reservation Form</i> - A.5 <i>Sublessee Renewal Form</i>	

APPENDIX B: Fares, Rates, and Fees.....	PAGES 39 – 41
<i>B.1 Shore Boat Fares and Charter Rates</i>	
<i>B.2 Service Fees</i>	
<i>B.3 Transient Mooring Rates/Discounts</i>	
<i>B.4 Leased Mooring/Stringline Rates/Upgrade/Waitlist Fees</i>	
APPENDIX C: Mooring Maps.....	PAGES 42 – 52
<i>C.1 Map of Mooring Locations on Catalina Island</i>	
<i>C.2 Mooring Map of Isthmus Cove</i>	
<i>C.3 Mooring Map of Catalina Harbor/Wells Beach</i>	
<i>C.4 Mooring Map of Howlands Landing</i>	
<i>C.5 Mooring Map of Emerald Bay</i>	
<i>C.6 Mooring Map of Little Geiger Cove</i>	
<i>C.7 Mooring Map of Fourth of July Cove</i>	
<i>C.8 Mooring Map of Cherry Cove</i>	
<i>C.9 Mooring Map of Button Shell, Hen Rock, Whites Landing, and Moonstone Cove</i>	
<i>C.10 Map Showing Whites Landing Fairway</i>	
<i>C.11 Map of the Administered Submerged Lands ('ASL')</i>	
APPENDIX D: Instructions on How To Use a Mooring.....	PAGE 53
APPENDIX E: Environmental Best Practices for Boaters.....	PAGES 54 – 56
<i>E.1 Environmental Best Practices for Boaters Overview</i>	
<i>E.2 Bilge Water Management</i>	
<i>E.3 Petroleum Containment</i>	
<i>E.4 Hazardous Materials</i>	
<i>E.5 Vessel Sewage</i>	
<i>E.6 Vessel Cleaning and Maintenance</i>	
<i>E.7 Sanding and Painting Are Prohibited</i>	
<i>E.8 Boat Hull Cleaning and Maintenance</i>	
<i>E.9 Solid Waste</i>	
INDEX.....	PAGES 57 – 58

INTRODUCTION - POLICY AND PROCEDURES MANUAL

Welcome to Santa Catalina Island and, more particularly, the waters, anchorages, and Mooring system of the western portion of the island! This Policies and Procedures Manual was expressly created to assist in the understanding of the Two Harbors' Mooring and anchorage systems and how one can get the most out of one's stay when using a Mooring or anchoring in certain areas of the of the Island, most notably starting in Moonstone Cove and moving west. This manual was put together in conjunction with Section 2, Paragraph 13(A), of the State Lands Commission Lease, PRC 3639, of the State of California.

(Please note, while this manual is meant to be as comprehensive as possible in setting forth and explaining Two Harbors mooring/anchorage matters, including addressing any issues that may arise, should you note any discrepancies, including anything that seems missing or unclear, please notify the Two Harbors Harbor Department. Also, if there appears to be any conflicts in this manual with applicable Federal, State and/or Los Angeles County Regulations, those governmental Rules prevail.)

Enjoy your stay!

SECTION 1: DEFINED TERMS

1.1 Administered Submerged Lands ('ASL')

California Sovereign Lands in the Two Harbors area and surrounding waters, reaching from the ordinary low water mark out to the state-federal fixed boundary, including Moorings and coves administered and managed by Island Recreation Enterprises, LLC, through its owner, the Catalina Island Company, based on an agreement with the California State Lands Commission, (sometimes also referred to as Administered Lands or Administered Waters).

1.2 Anchoring

Dropping a large, heavy object, attached to a boat, into the water, where it is secured to the seabed with hooks and by suction to keep the vessel in place.

1.3 Assigned Reciprocal

A reservation made by a Sublessee, assigning another Sublessee the use of their Mooring for specific dates.

1.4 Assignee

A reservation made by a Sublessee, assigning a Transient Vessel the use of Sublessee's Mooring for specific dates.

1.5 California State Lands Commission ('CSLC')

A division of the state of California, this is the Natural Resources Agency that manages California property received in trust from the federal government, including tidal and submerged lands and navigable waterways. The CSLC seeks to protect and preserve such Natural Resources.

1.6 Company (see also 'Operator' below)

Occasionally used throughout to designate a number of inter-related companies, including the Catalina Island Company (ICO), and its wholly owned subsidiaries, including Catalina Mooring Services (CMS), Two Harbors (TH), Two Harbors' Harbor Department (THHD), and Island Recreation Enterprises, LLC (IRE). These entities are also sometimes referred to as 'Operator'.

1.7 Conditional Safety Trade

The status that is given to Sublessee(s) who purchase a vessel that is greater in length than what their existing leased Mooring is rigged to accommodate, if the mooring maintenance team determines that the Sublessee(s) existing mooring can be adjusted to accommodate the new larger vessel.

1.8 Designated Caller

The sole individual, other than the actual Sublessee(s), permitted to make Mooring reservations for a Sublessee's Mooring.

1.9 Dinghy (Dinghies)

A small boat(s), 14 feet and under in total length.

1.10 Dinghy Dock

A temporary docking area for Dinghies.

1.11 Dye Tablet (Dye Tab) or Dye Test(ing)

A color-dyed tablet that is placed inside a vessel's holding tank to determine whether or not the vessel is unlawfully discharging sewage or waste.

1.12 Fairway

A navigable channel in a harbor used to provide access to and/or egress from anchorage and/or Mooring sites.

1.13 Harbor Department (also known as Two Harbors' Harbor Department ('THHD'))

Collectively, the division of the Catalina Island Company (ICO) that manages, operates, maintains, and oversees the ASL, surrounding waters, Anchorages, Moorings, Mooring reservations, Mooring maintenance, Sublessee contracts, Waitlists, etc. This department employs individuals in such capacities as Harbor Patrol, Shore Boat Drivers, Harbor Clerk, Mooring Manager, Harbor Office Assistant, Harbor Department Manager, Harbor Office Manager, and/or the Managing Director, and Harbor Master.

1.14 Harbor Office Manager

The Harbor Office Manager oversees all Sublessee contracts and reservations, administers the Mooring Waitlist and Upgrade List, and is responsible for the re-leasing of all relinquished Moorings.

1.15 Hold Clear

The action taken by the Harbor Department to reserve a Mooring for an Assignee, Sublessee, and/or Designated Caller.

1.16 Holiday Periods

Defined as Memorial Day, 4th of July, and Labor Day. The term, "Holiday Period" does not necessarily include Friday and Saturday; the Holiday Period could consist of any consecutive three or four-day period, depending on when the Holiday Period falls, as determined by the Harbor Department.

1.17 Lessee

The Operator or Sublessor who leases certain submerged lands adjacent to Santa Catalina Island ("Submerged Lands") from the State of California, State Lands Commission, under Lease No. 3639 ("Submerged Lands Lease"). The Catalina Island Company (ICO) and its subsidiaries currently is the Lessee.

1.18 Mooring

Any one of several designated locations on which a vessel can be tied to in the ASL to hold it secure. Mooring areas have Rigging in various size increments to accommodate vessels within specific size ranges. A Mooring is comprised of bow and stern weights, chain, shackle, lines, buoy, and pick-up pole. In this document, the land where moorings are located is the property of the California State Lands Commission and leased to the Company. The Rigging equipment itself is owned and maintained by the Company.

1.19 Mooring Assignment

A specific, designated Mooring assigned to a Transient Vessel by the Harbor Department.

1.20 Mooring Trades

When two sublessees, who's subleased moorings are within the same cove, request to trade moorings.

1.21 Netmoorings

Netmoorings is an independent company that provides an electronic operating system utilized by the Company/Operator. This system is used to reserve and assign Moorings for Sublessees and/or Transient Vessels, keep record of the current and past Waitlist and Upgrade List applicants, keep record of debits and/or credits on Transient and Sublessee accounts, and keep record of Assignees and Designated Callers. The system is also used to record and maintain detailed notes and/or information on all vessels including size, owner contact information, past and present booking history, and all incidents of vessels entering, Mooring, Anchoring, and/or Rafting, in any of the submerged Parcels Leased by ICO.

1.22 No-Wake

A water condition that does not disturb watercraft, docks, swimmers, or others in or on the water. To achieve this condition, speed of the watercraft is controlled and shall not exceed five (5) miles per hour. These 'No-Wake' conditions are implemented in all the ASL and are often referred to as a "No-Wake Zone", or "No-Wake Speed Limit".

1.23 Operator (see also 'Company')

Occasionally used throughout to designate the Catalina Island Company and its wholly owned subsidiaries, Island Recreation Enterprises, LLC, Catalina Mooring Services, Two Harbors and Two Harbors Harbor Department, or such other entity as Sublessor may designate from time to time (collectively, "Operator"). Sometimes also referred to as "Company."

1.24 Parcel(s) Leased by the Catalina Island Company ('ICO')

Defined as all designated lands leased and managed by ICO from the California State Lands Commission, i.e., the ASL. This includes, but is not limited to, Isthmus, Catalina (Cat) Harbor, Cherry Cove, Fourth of July Cove, Hen Rock, Whites Landing, Moonstone, Button Shell, Little Geiger, Emerald Bay, Howlands Landing, Wells Beach, Rippers Cove, Paradise Cove, Lava Wall, Gibraltar Beach, Cabrillo, Goat Harbor, Italian Gardens, Long Point, and Willow Cove.

1.25 Peak Season

Defined as June 15 to October 15, annually.

1.26 Periods of Fair Weather

The season in which weather conditions are usually favorable, defined herein as April 1 to October 31.

1.27 Periods of Inclement Weather

The season in which weather conditions are typically unfavorable, defined herein as November 1 to March 31.

1.28 Personal Watercraft ('PWC')

Defined as a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power. The vessels are designed to be operated by a person sitting, standing, or kneeling and, in regular usage, carry one to three people. (Jet Skis and Sea Doos fall into this category.)

1.29 Raft/Rafted Vessel(s)/Rafting

When two vessels use one another to secure themselves to each other from either the port or starboard side of each other's vessel, while one vessel is moored. The first vessel on the Mooring is the primary vessel and the second vessel is known as the Rafted Vessel.

1.30 Reciprocal Reservation

Allows for a Sublessee to request to stay on a different Mooring in their leased cove or a different cove, in accordance with applicable procedures and requirements, and subject to Harbor Department approval. Annual Rules and blackout dates for Reciprocal Reservations apply.

1.31 Relinquishment

The early termination of a Mooring agreement initiated by the Sublessee.

1.32 Rigging Size

Refers to the size of vessel that a Mooring is rigged to accommodate.

1.33 Rode

A cable, chain, or rope attached to the anchor of a vessel. Also known as an "anchor line".

1.34 Rules/Rules and Regulations

All applicable federal, state, local and Operator terms, laws, ordinances, and governmental Regulations and orders with respect to use of the Mooring and anchorage located on the ASL, with which Sublessee and Transient Vessels must comply.

1.35 Safety Trade

The status that is given to Sublessee(s) who purchase a vessel that is greater in length than what their existing leased Mooring is rigged to accommodate. Safety Trades are required to be added to the Upgrade List for the existing cove where they are currently subleasing a Mooring. Safety Trades are then required to accept the first appropriately sized Mooring that is offered to them, in the order of their position on the Upgrade List, regardless of the Mooring's location within their existing cove.

1.36 Scope

The ratio of anchor line (or Rode) in use, to the vertical distance from bow to the sea floor. (For example, 150 feet of anchor line for 50 feet of water depth would equate to a Scope of three to one. $150/50=3$ or sometimes referred to as 3:1).

1.37 Stringline

A form of Mooring that can accommodate multiple Dinghies or small vessels. In the ASL, the Stringline is used only seasonally, from the Friday prior to Memorial Day through the last day of September.

1.38 Sublease or Sublease Agreement

The lease under which the Operator subleases a particular Submerged Land Mooring site to a vessel owner.

1.39 Sublessee

One who has entered into an annual agreement to Sublease a Mooring from the Operator/Company in the ASL.

1.40 Sublessor

Santa Catalina Island Conservancy and Santa Catalina Island Company, (jointly called "Lessee") who leases certain submerged lands adjacent to Santa Catalina Island ("Submerged Lands") from the State of California, State Lands Commission, under Lease No. 3639 ("Submerged Lands Lease").

1.41 Tackle

The hardware used to secure a vessel to a Mooring such as anchor(s), chain(s), hawser(s), etc.

1.42 Tender

A vessel's small boat that can be used to travel between the moored or anchored vessel and the dock.

1.43 Transient

An individual owning or operating a vessel that does not have a current Sublease Agreement with the Company.

1.44 Transient Rates

Daily rates applied to Transient Vessels occupying a Mooring for any period of time.

1.45 Transient Vessel

Any vessel using and anchorage or Mooring in the ASL that does not have a current Sublease Agreement with the Company.

1.46 Unattended Vessel

A Sublessee's Vessel or Transient Vessel that is on a Mooring site or in an anchorage that has been left unattended for more than a consecutive 24-hour period.

1.47 Upgrade List

A list of existing mooring Sublessees who wish to upgrade their Mooring to a different/potentially better location or to a larger sized Mooring within the cove of their existing Sublease.

1.48 Waitlist

A list of customers interested in obtaining a Sublease Agreement with the Company for a Mooring in the ASL.

1.49 Weekday(s)

Defined as Sunday, Monday, Tuesday, Wednesday, and Thursday, unless part of a Holiday Period.

1.50 Weekend(s)

Defined as Friday and Saturday.

SECTION 2: GENERAL INFORMATION

2.1 Overview

Santa Catalina Island's clear blue waters and temperate location, just off the coast of Southern California, makes it a mariner's paradise. And the west end of Catalina, including the historic Two Harbors (The Isthmus), is one of the most popular destinations for many boaters. This rustic, privately owned, village sits on a narrow strip of land that separates Isthmus Cove on the leeward side of the Island from Catalina (Cat) Harbor on the windward side. Through a California State Lands Commission lease, Two Harbors Harbor Department administers all Moorings and most anchorages from Moonstone Cove and further west, offering over 700 Moorings and anchorages in more than a dozen different sites. These Moorings and anchorages are managed by Island Recreation Enterprises, LLC (IRE), through its owner, the Santa Catalina Island Company (ICO). This Mooring/anchorage administration operates under the names Two Harbors Harbor Department and/or Catalina Mooring Service, collectively, sometimes referred to as the "Company" or "Operator," throughout.

Vessel owners wanting an annual interest in a moorage at any cove in the ASL administered by the Company must either enter into an annual Mooring Site Sublease Agreement and Service Contract (becoming a "Sublessee"). Shorter-term mooring/administered anchorage users must also enter into an agreement with the Company (becoming "Transient" users with "Transient Vessel(s)"). Each of these agreement types are subject to certain Rules, Regulations, Policies, Procedures, and Requirements outlined herein.

2.2 Use of Two Harbors Facilities and Acceptance of Risk

ALL USERS OF TWO HARBORS FACILITIES DO SO AT THEIR OWN RISK. This includes but is not limited to vessel owners and operators and their guests/passengers. Operator shall not be responsible for any property damage, theft, or personal injury, including death, unless caused by the willful act or sole gross negligence of the Operator, which may not be presumed and must be affirmatively established. Users are responsible and liable for all damage to persons or property resulting or arising from their acts, failures to act, and/or omissions.

2.3 Personal Behavior and Use of Alcohol and Drugs

Behavior which disturbs and/or creates a nuisance for others in the Two Harbors area is strictly prohibited. This includes, but is not limited to, conduct or language, in any form of communication, directed at Operator's staff and/or persons in the Two Harbors area that alarms, annoys, harasses, or is detrimental to such person. If a Company representative determines that the conduct is of such a nature as would cause a reasonable person to suffer a feeling of unease and/or emotional distress and/or causes such unease/distress, the conduct may result in the removal of the person responsible from Two Harbors and/or the termination of moorage/anchorage privileges without prior notice.

All persons in the Mooring, anchorages and harbor areas of Two Harbors must observe quiet hours between 10 pm and 7 am.

Excessively loud or amplified sound and music that disturbs other Two Harbors' users/visitors/guests/staff is not permitted at any time.

Signs or Items displaying profanity, vulgarity, pornography, or things of similar nature are prohibited.

Physical displays of violence and/or any violent action in any form will not be tolerated.

Use of firearms and/or explosives of every type are prohibited.

Drinking of alcoholic beverages, except in licensed premises, on private vessels, or in designated areas is prohibited. Individuals under the age of 21 may not consume alcoholic beverages on Company administered property. Any use of federally controlled substances is also strictly prohibited.

Anyone intoxicated, drunk, or disorderly, may be subject to fines and/or imprisonment as provided by law and termination of moorage/anchorage privileges. California Penal Code, section 647, defines disorderly conduct as a crime that involves public activity or behavior that is offensive or disruptive, and interrupts other people's ability to enjoy a public space. Determination of what is disorderly is within sole discretion of the Company.

No person under the influence of drugs or alcohol (over the California state and/or Coast Guard mandated legal limit) shall operate a vessel. Such behavior shall be subject to fines and/or imprisonment as provided by law and immediate termination of moorage/anchorage privileges.

2.4 Vessel Incident or Accident

Any person involved in a vessel incident or accident occurring in the ASL area shall immediately submit a full written report of the incident/accident to the Harbor Department office and Harbor Patrol. If a collision or accident occurs and results in environmental harm, vessel unseaworthiness, \$25,000 or more in property damage, personal injury requiring treatment beyond first aid, and/or death it must also be immediately reported to the U.S. Coast Guard and a Marine Casualty Report must be completed and submitted to the Coast Guard Sector Office or Marine Inspection Office. If a discharge from a vessel causes a sheen it must be reported to the National Response Center at this number: 1-800-424-8802. If you cannot reach a person there, the Coast Guard must be notified.

2.5 Speed Limit

The ASL is a No-Wake zone and vessels underway in that area shall be operated at a maximum speed of five miles per hour and shall be subject to fines and penalties and immediate termination of moorage/anchorage privileges for any violations.

2.6 Swimming, Diving, Fishing

While vessel owners/operators and their guests may swim, dive, fish, and otherwise recreate in the Two Harbors area, they do so strictly at their own risk. Such water recreation cannot interfere with other vessels, guests, or work by the Harbor Department. No swimming, diving, or fishing is allowed by the pier, docks or within the fairway. Unless specifically authorized by the Harbor Department, swimming, diving, and fishing during the period between sunset and sunrise is prohibited.

2.7 Dispute Resolution/Jurisdiction/Forum Selection/Recovery of Legal Expenses

All of Santa Catalina Island, including the waters surrounding it, are part of the United States of America and the State of California and are subject to both federal and state laws. Further, all lands of Catalina are within the jurisdiction of Los Angeles County and subject to its laws, Rules, and Regulations, as well as the Rules and Regulations of the landowners (including ICO and the Santa Catalina Island Conservancy (CIC). Any legal proceeding, including dispute resolution in connection with the use of ICO and/or CIC lands, Company property, including a Mooring/anchorage, shall be brought, or maintained only in the State of California, and only in Los Angeles County.

It is agreed that in the event the Company retains counsel to enforce its rights or remedies pertaining to the Sublease Agreement, whether or not a legal action is actually filed, attorneys' fees shall be recoverable by the Company, together with all costs of any suit. If the Company engages a collection agency to recover sums due hereunder, Sublessee agrees to pay all associated costs and expenses, in addition to other sums due pursuant to this Agreement. In any legal action or proceeding arising out of or relating to the Sublease Agreement, the Prevailing Party shall be entitled to recover all costs, expenses, and attorney fees incurred in connection with any such action or proceeding. For purposes of this Paragraph, "Prevailing Party" means and refers to the party who receives substantially the relief sought in such action or proceeding, as the same is determined by a Judge or other trier of fact.

2.8 Transient Vessel Insurance Requirements

Any vessel that remains moored or anchored with the ASL for more than 15 consecutive days within a 30-day period or exceeds a total of 60 days within a calendar year, must provide proof of comprehensive marine liability insurance. This insurance must include coverage of no less than \$300,000 per occurrence and aggregate, with coverage for pollution liability in such amounts as may be required by applicable laws. The State of California (with a reference in the certificate of insurance or endorsement to Submerged Lands Lease No. 3639) and the legal entities of the Company/Operator shall be named as additional insureds by endorsement, and Sublessee's policy shall be endorsed to be primary and non-contributing with any insurance maintained by the additional insureds.

SECTION 3: SUBLESSEE RESERVATIONS AND POLICIES

3.1 Required Notification for Sublessee Use of Their Own Subleased Mooring

A Sublessee is always required to reserve use of their Mooring with the Operator. Should the desired use be on a Weekend (Friday or Saturday) notice by Sublessee (or by household member or Designated Caller) must be given to the Operator prior to 4:00 p.m. Thursday, time being of the essence. For Weekday use (Sunday through Thursday) notice must be given to the Operator at least 24 hours prior to arrival. If timely notice of intent to use is not given, Operator can assign the Mooring to a Transient user on a first-come, first-serve basis, and Sublessee shall be treated as any other Transient user for that Weekend or Weekday. Sublessee reservations notices are to be emailed to moorings@scico.com or by calling 310-510-4253 and in order for the registration to be effective acknowledgment must be received from the Company. Email is the preferred reservation method.

If a Sublessee requests the use of their Mooring after these deadlines, assignment will be subject to availability and be handled on a first-come, first-serve basis. Should the Sublessee's Mooring be vacant, they will be assigned to their Mooring upon arrival and logged in as a Sublessee. Should they require an alternate assignment due to prior bookings, the Sublessee will be logged in as a Reciprocal Reservation, and Rules pertaining to Reciprocal Reservations and usage will apply.

3.2 Permission to Use a Subleased Mooring (Assignee)

A Sublessee may give permission for another vessel (Sublessee or Transient) to use their Subleased Mooring if the registered/documented length of the assigned vessel matches or is smaller than the Rigging Size of the assignor's Mooring. Harbor Patrol is authorized to assign vessels to a Mooring if the overall documented length of the vessel does not exceed 3' over the Rigging Size of the Mooring. Assignee reservations must be received prior to the stated reservation deadlines and will not be accepted from anyone other than the Sublessee and/or the Designated Caller. Assigned Transient Vessels will be charged a Mooring fee consistent with the size of the Mooring. Assigned Sublessee vessels (Assigned Reciprocals) will be logged in as a Reciprocal, subject to Reciprocal Rules. The only exception to this policy is when a Sublessee has made a reservation with the Harbor Department to use their Subleased Mooring while onboard another vessel, other than the one they own. In this case, a Mooring fee will not be charged, providing the Sublessee is using their own Mooring and presents proper identification to the Harbor Department at the time of arrival. Sublessees are not eligible for Reciprocal Reservations or Assigned Reciprocals unless aboard their own vessel.

3.3 Assignees/Assigned Vessels

The Harbor Department will Hold Clear a Subleased Mooring for the Sublessee or for the guest of the Sublessee (called an Assignee) if there has been proper and timely notification to Operator by email or telephone from the Sublessee. This is a guaranteed reservation for the Assigned Vessel and said vessel will be charged the nightly Transient Rate. Sublessees can assign only the Mooring they have Subleased.

All Assigned Vessels must fit on the assigned Mooring. If the Assigned Vessel exceeds the Rigging Size of the Mooring, use of the mooring will not be allowed.

3.4 Designated Caller

In addition to the Sublessee(s), only one Designated Caller will be permitted per Mooring Sublease. For a Sublessee to assign a Designated Caller, the Sublessee must fill out and submit the appropriate form to the Harbor Department. See Appendix A.4. Staff will enter this information within "Boat Notes" of Netmoorings. In lieu of such form, only reservations created by the Sublessee or household member will be valid.

3.5 Reciprocal Privileges (Use by Sublessee of Another Mooring)

On Weekends during the period June 15 through September 15, except for the Memorial Day, 4th of July and Labor Day Holiday Periods, Sublessee may use, if available, another Mooring in a cove managed by Operator without charge; provided, however, that:

- (a) Sublessee or Designated Caller must make a request to Operator for such Mooring use prior to 4:00 p.m. on the preceding Thursday and must contact Harbor Patrol via VHF Channel 9 upon arrival to confirm their Reciprocal Reservation Mooring assignment.
- (b) Such use of another Mooring shall not occur on more than five (5) Weekends during the period described above.
- (c) The Sublessee must be on board a vessel listed in the Mooring Sublease Contract.
- (d) Such use shall be permitted only if Sublessee's Mooring is available on the same date(s) for assignment to Transient users. A Sublessee's Mooring reservations may not overlap an Assignee or any Reciprocal Reservation.
- (e) The Sublessee's Reciprocal rights will be revoked if an Assignee's reservation to the Sublessee's Mooring overlaps the dates of the Sublessee's Reciprocal request.
- (f) The Netmooring system will keep track of the number of Reciprocal Reservations for each Sublessee. Reciprocal Reservations are unlimited outside of Peak Season and any Weekday time year-round, with the exception of extended Holiday Periods.
- (g) Reciprocal Reservation requests may be rejected at any time, with or without cause. No Reciprocal Reservations will be accepted any time the staff determines the Reciprocal Reservation impossible or impracticable to accommodate. Additionally, if a Sublessee is using a Reciprocal Reservation, the Sublessee's regular leased Mooring must be available for Transient use. An Assignee does not have Reciprocal Reservation privileges.

- (h) Vessels that are considered Safety Trades will be reassigned in their leased cove if available and will not be subject to nightly Transient Rates. Standard Reciprocal policies will apply for Safety Trades looking for assignments outside of their leased cove.

3.6 Removal of a Sublessee from Existing Contract

If a Co-Sublessee requests to be removed or requests that another Co-Sublessee be removed from the Sublease Agreement, both Co-Sublessees must submit a notarized document to the Operator requesting and/or agreeing to that removal from the agreement (Sublease). In the event a Co-Sublessee wishes that his or her Co-Sublessee be removed as a party to the Sublease Agreement, and he or she cannot be located, or if he or she declines to execute a notarized document memorializing his or her agreement to be so removed, the Co-Sublessee seeking the removal of his or her Co-Sublessee from the Sublease Agreement must obtain and submit to Operator an Order from a court of competent jurisdiction so directing.

3.7 Relinquishment of a Leased Mooring

The Sublessee Agreement does not provide for early termination, or Relinquishment, of a leased Mooring. There is no obligation for the Company to offer a refund. The Company MAY however, at its sole discretion, and on a case-by-case basis, offer a pro-rated refund under the following conditions:

- (a) The Company can secure a new Sublessee for the remaining period of the term. The Company reserves the right to accept only a properly qualified new Sublessee.
- (b) The Company will retain a \$250.00 administrative fee for processing the Relinquishment or termination and securing of a new Sublessee.
- (c) The pro-rated refund will be based on the actual date that the new Sublessee enters into an executed agreement and the new Sublease term begins.

3.8 Sublessee Insurance Requirements

Pursuant to the requirements of the Submerged Lands Lease, Sublessee shall maintain at all times during the initial term and all extension terms of this Sublease, comprehensive marine liability insurance with limits of not less than \$300,000 per occurrence and aggregate, with coverage for pollution liability in such amounts as may be required by applicable laws. The State of California (with a reference in the certificate of insurance or endorsement to Submerged Lands Lease No. 3639) and the legal entities of the Company/Operator shall be named as additional insureds by endorsement, and Sublessee's policy shall be endorsed to be primary and non-contributing with any insurance maintained by the additional insureds. Sublessee shall provide satisfactory evidence of insurance and the required endorsements to Operator before the Sublease commencement date at least twenty (20) days before the expiration of the policy term. The Submerged Lands Lease provides that the State of California can increase the

required limits of Sublessee's insurance. If this occurs, Sublessee shall obtain insurance coverage in a minimum amount required by the State of California.

As to all such policies of insurance and all claims made thereon, for himself/herself/itself and his/her/its insurers, insurance holder specifically waives all right of subrogation against the Operator and its agents, employees, officers, directors, owners, or affiliates.

3.9 Sublessee Hold Harmless and Indemnification

Sublessee(s), jointly and severally if more than one, agrees to defend, protect, indemnify, and hold harmless the State of California, Sublessor and Operator and each of the entities included in the terms "Sublessor" and "Operator" and their respective stockholders, directors, members, officers, agents, and employees of each of them (collectively, "Indemnitees") from any and all liability, claims, loss, damages, or expenses, including but not limited to property damage/loss/theft, personal injury and death, attorney's fees, and costs, arising directly or indirectly from:

- (a) The occupation or use of the Mooring or Submerged Lands by Sublessee(s), a member of Sublessee's household or a designee or their invitees, including, without limitation, any liability, claim, loss, damage, or expense arising directly or indirectly for or by reason of the death or injury of any person, or damage to or destruction of the property of any person, from any cause whatsoever, INCLUDING THE NEGLIGENCE OF ANY OF THE INDEMNITEES.
- (b) Any work performed on the Mooring or materials furnished to the Mooring site by Operator, or any person or entity performing such work at Operator's request; or
- (c) Sublessee's failure to comply with any provision of this Sublease or to comply with any requirement of law, any rule, or any regulation, or any requirement imposed on Sublessee for the use of the Submerged Lands by any duly authorized governmental agency or political subdivision or by Sublessor.
- (d) Notwithstanding the other provisions of this paragraph, Sublessee shall be under no duty to indemnify the Indemnitees from any liability, claims, loss, damages, or expenses arising out of the sole gross negligence or any intentional or willful act of the Indemnitees, which may not be presumed and must be affirmatively established. The provisions of this paragraph shall apply with respect to any act, omission or occurrence taking place prior to the date Sublessee vacates and surrenders the Mooring following expiration or termination or Relinquishment of this sublease, and shall also survive the expiration or termination of this sublease with respect to any act, omission or occurrence taking place prior to expiration or termination.

3.10 Sublessee Credit Check Requirements

To qualify for a mooring sublease, applicants must possess a minimum credit score of 638 and have no record of bankruptcy within the preceding five years. A standard credit check will be conducted through

a third-party service provider, and applicant will be responsible for any fees incurred during this process, not to exceed the actual cost of the credit report and screening process. Fees are non-refundable regardless of whether or not the applicant receives a mooring lease.

SECTION 4: MOORING WAITLIST, UPGRADE LIST, RENEWAL DEADLINES, NEW VESSELS, TRADES

4.1 Sublessee, Waitlist, and Stringline Fee Deadlines

The Company, through Netmoorings, keeps a Waitlist for individual vessel owners (or potential vessel owners), who are desirous of becoming a Mooring Sublessee. The deadline to apply for and pay the Waitlist fee and, for those already on the list, the Waitlist renewal fee is 10/31 annually. Failure to pay the Waitlist renewal fee by 10/31 will result either not being added to the list and, if already on the list, automatically and without notice removal from the Waitlist.

An existing Sublessee can retain that status provided they annually pay a Sublessee renewal fee by December 31st. Failure to pay the renewal fee by 12/31 will result in the Mooring Sublease being automatically terminated.

The deadline to pay the Stringline renewal fee is the first Monday in May of each year. If the Stringline deadline is not met, then it will be offered to the next customer on the list.

4.2 Upgrade List

The Upgrade List consists of the existing Mooring Sublessees who wish to upgrade their Mooring position within the cove where their Mooring Sublease currently exists.

Subject to the limitations of 5.7 below, a Sublessee who desires to be added to the Upgrade List must submit an Upgrade Application to the Harbor Office Manager and pay a fee to be added to the list. A copy of the application can be found in section A.2 of the Appendix. When completing the application, the Sublessee must include specific details for the Mooring location desired, such as Mooring row, Mooring number, west side, east side, closer in, not on Fairway, etc. The Sublessee is allowed to refuse up to three upgrades, following which, they must pay another fee to remain on the Upgrade List. In the absence of specification of such desired Mooring location details on the application, any offering that is declined will count against the Sublessee's three upgrade refusals. If a Sublessee is offered a Mooring that is in a location that is lesser than or equal to the Sublessees current location and the Sublessee declines the offered Mooring, the decline will not be counted against the Sublessee's three upgrade refusals.

Please note that Sublessees are eligible only for upgrades to Moorings that fall within their vessel's existing size category. To accept an upgraded Mooring, the Sublessee must possess a vessel with a documented length that matches or is smaller than the Mooring that was offered, and show either United States Coast Guard documentation or State or foreign country registration within 24-hours of being offered the upgraded Mooring.

4.3 Upgrade Fee

A fee is required for a Sublessee to be placed on the Upgrade List. Once a Sublessee accepts an upgrade, the Sublessee must pay an additional fee if they want to be placed back on the Upgrade List. Please reference the appendix for current rates.

4.4 Waitlist Decline and Offer

The Waitlist is comprised of individuals who have a desire to Sublease a Mooring. To be added to the Waitlist, the appropriate application must be submitted to the Harbor Office, at which time the Waitlist fee will be collected. See Appendix A.1. If every individual on the Waitlist declines a Mooring, and the Waitlist for that size category and cove have been exhausted, the Lessor can then offer the mooring to an individual who is on the Waitlist for a Mooring within the lesser size category. If the individual from the lesser size category accepts that Mooring, they will be billed at the minimum footage of the Mooring that was offered to them. Waitlist customers may decline a Mooring offer up to two times. A third decline will result in their removal from the Waitlist. Waitlist customers are allowed a one-time size category Wait List change for their vessel. If the customer needs to change their size category a second time, the customer must submit a new Waitlist application for their desired coves.

4.5 Waitlist Fee

An initial Waitlist fee will be assessed for each Waitlist request, per cove. To remain active on the Waitlist, an additional annual maintenance fee, per cove, will be assessed. Please reference the appendix for current rates.

4.6 New Vessel Purchase by Existing Sublessee

If a Sublessee purchases a new vessel, the Sublessee must provide current State or foreign country registration or U.S. Coast Guard documentation to the Operator, along with proof of required insurance.

If a Sublessee owns or purchases a vessel that is greater in length than what their existing subleased Mooring is rigged to accommodate and the mooring maintenance team determines that the Sublessee(s) existing mooring can be adjusted to accommodate the new larger vessel, the Sublessee will then be considered a Conditional Safety Trade. Conditional Safety Trades will only be considered if the following criteria is met:

- (a) Adjustment to the Sublessee(s) existing mooring does not override any other customers' position on the Upgrade List within the Cove.
- (b) Existing mooring weights, spacing between neighboring moorings, depth and location of existing mooring can accommodate the sizing adjustment.

If this criterion is met the Sublessee will be allowed to use the modified mooring on a trial basis for one calendar year, while the mooring maintenance team evaluates the mooring adjustments (a minimum of 3 Peak Season stays will be required during the trial year). If after one year the team determines that the trial was a success and that the existing mooring can accommodate the sizing adjustment, the Conditional Safety Trade status will be removed, and the Sublessee will be able to retain the sublease on their existing modified mooring.

However, if a Sublessee owns or purchases a vessel that exceeds the maximum Rigging Size of their leased Mooring, and the mooring maintenance team determines that adjustments to their existing leased mooring cannot safely be done, the Sublessee will then be considered a Safety Trade and will be required to apply for inclusion on the Upgrade List for the existing cove where they are currently subleasing, and in the category that matches the length of the documented vessel they possess. Sublessees who are Safety Trades must accept the first available Mooring within their same cove which meets the minimum size requirement for their vessel. The Sublessee then has the option to go back on the Upgrade List if they choose, per the terms of section 4.2.

4.7 Time Allowance for Sublessees Who Are Between Primary Vessels

If a Sublessee sells or otherwise disposes of the primary vessel listed on their account, they are allowed a period of up to two years to provide proof of owning another vessel that is at least 75% of the overall length of the primary vessel which is registered or documented in their name. In the interim, a Sublessee must have a registered or documented skiff or Tender registered in their name that they can use as a placeholder on their account. The Sublessee's account will continue to be billed for the size category for which the Mooring is rigged. If a Sublessee does not possess said skiff or Tender, the Mooring Sublease will be terminated. If the full-size primary vessel on the Sublessee's account has not been replaced prior to the two-year deadline, the Sublessee's Mooring lease will be terminated.

4.8 Mooring Trade Requests

Existing sublessees, who's subleased moorings are within the same cove, may request a Mooring Trade if the following criteria is met:

- (a) Both Sublessees must agree to the trade and a trade request is to be submitted in writing from both parties
- (b) Both Moorings must be located within the same cove
- (c) The Moorings that are being traded must be rigged to accommodate each Sublessees vessels, no Mooring alterations or resizing will be permitted for Mooring Trades
- (d) To be eligible for a trade, Sublessees must be on the Upgrade List
- (e) The trade must not interfere with any existing Upgrade requests for the cove

- (f) If there is a customer already on the Upgrade List, who's upgrade request proceeds that of the Sublessees who are requesting the trade, then the trade will not be approved
- (g) Both Sublessees requesting the trade must complete their existing contracts for the calendar year and are not eligible for a mid-season relinquishment or partial mooring refund

SECTION 5: HARBOR AND VESSEL POLICIES AND REQUIREMENTS

5.1 Vessel Discharge Policy - Dangers to Navigation

It is unlawful for any person owning, managing, controlling, operating, navigating, or otherwise handling any boat, vessel, ship, or barge, to discharge, or cause to be discharged, any ballast water, bilge water or wastewater contaminated with any black water (sewage), crude petroleum, refined petroleum, engine oil, or oily byproduct within the Administered Lands.

The unauthorized dumping of any kind of material into the waterway, or the throwing overboard, or setting adrift, or permitting to set adrift anything that is, or might become, obstructive or otherwise dangerous to navigation is hereby expressly prohibited.

Deposit or discharge of garbage, food scraps, sewage, trash, waste materials, oil, fuel, debris, or other materials, into the water or on land in the entire Two Harbors area and surrounding coves, is strictly prohibited.

Dumpsters and recycling bins are located on the east side of Two Harbors behind the restrooms. These containers are for normal household waste only, and not large items. The trash pick-up vessel services all leeward ASL coves during Peak Season. See section 8.2 for schedule.

Overboard discharge of sewage in United States territorial waters are prohibited within three nautical miles from nearest land. Discharge of black water sewage into the waters of the ASL is strictly prohibited and will put vessel owners at risk of termination of any existing Sublease or other moorage agreement. As such, all vessels shall be subject to inspection and Dye Testing of the vessel's marine sanitation facilities. Inspection or testing will be facilitated by designated employees of the Operator or by an L.A. County Sheriff. It is forbidden for any person to refuse access, or placement of such Dye Tablets, or to remove them, or tamper with them, or to interfere with this process in any way whatsoever.

Violation of the provisions of this subsection can result not only in the loss of Mooring/Anchoring privileges but can also be punishable as a crime. In addition to the penalties prescribed herein, the Harbor Master has the authority to order any owner or person in charge of any boat or vessel upon which any prohibited act or omission specified herein has occurred, to immediately vacate the vessel, owner, and guests from the premises. The length of time of eviction is described below.

In the event that any of the foregoing has taken place, or if the Harbor Department observes or receives information that any vessel is discharging any liquid or solid material from or through its marine

sanitation device, marine holding tank or related or connected equipment in violation of this section, as evidenced by the discharge of Dye placed into the sanitation facility, then the Harbor Master or any Harbor Patrol officer shall present all such evidence and offer the vessel owner, or the one in possession of the vessel, the opportunity to respond to or refute the evidence. This conference shall be informal. If, after the informal conference, the Harbor Master or Harbor Patrol officer concludes that the discharge emanated from the subject vessel, or that tampering or removal of the Dye Tablets has occurred, or that the placing of Dye Tablets or testing of the marine sanitation device has been refused or interfered with, the Harbor Master or Harbor Patrol Officer shall issue an order barring the vessel and the person owning and/or in possession of the vessel from entering any cove managed by the Catalina Island Company for a 90-day period, effective immediately. This applies to the subject vessel as well as any other vessel under the person's ownership or control. This will be considered the first violation.

In the case of a second violation, the owner and any vessels registered to the owner shall be banned from all Administered Lands by the Operator for a period of 160 days, effective immediately.

A third violation for a Sublessee shall result in the immediate termination of their Mooring and Sublease Agreement. A third violation for a Transient Vessel or operator will result in not being permitted to enter any of the Administered Lands by the Operator for a minimum of 365 days. This order shall be made in writing and delivered personally to the subject vessel owner and/or person in control of the vessel, unless actions of the owner or person in control make such delivery impractical or infeasible. Where personal delivery cannot for any reason be made, a copy of the order shall be sent by first class mail, postage prepaid, to the address of the person to whom the vessel is registered or by email.

5.2 Anchoring Policy

U. S. Coast Pilot 7, fifty-fourth (54th) Edition, states in Chapter 2, Section 110.216, (4), *"The instructions of the Captain of the Port requiring vessels to anchor bow and stern, or with two bow anchors, or requiring shifting the anchorage of any vessel within the anchorage grounds for the common safety or convenience, or for otherwise enforcing the Regulations in this section, shall be promptly complied with by owners, masters, and persons in charge of vessels. "*

Vessels at anchor are required to display the proper lighting and shall comply with the vessel anchoring requirements specified in Title 33, Section 83.20 – 83.22 of the U.S. Code of Federal Regulation.

It is the policy of the Harbor Department to allow Anchoring within its ASL, provided the anchored vessel is at least 100 yards outside of any designated Mooring fields. The anchored vessel must be far enough outside the Moorings so as not to foul the Mooring gear and must not restrict the Fairway or access to and from the Moorings.

Anchoring is not permitted between Moorings in any cove. Anchoring is not permitted in any Fairway between Mooring rows, leading to piers, floats, or ramps, except for a narrow area in the Whites Landing Fairway. (See Appendix C.10.) Anchoring is not permitted between the shore and the first row of Moorings in any cove.

Anchoring inside of Cat Harbor is permitted in the northern back bay, provided vessels of shallow draft stay clear of ground Tackle holding the Stringline and Dinghy Dock, and maintain position and anchor Rode without blocking access to Moorings and Fairway.

Those in Isthmus or Fourth of July cove may anchor outside the O-row or H-row and E-row 100 yards to the north of the buoys to clear the underwater Tackle running north. Water here may be of depths greater than 100'. Anchoring with less than 100' of chain is prohibited here.

Anchoring is permitted inside Little Fisherman's Cove. Anchoring in any area adjacent to the east-side Moorings should use a stern anchor to keep clear of the Moorings, weights, and chains to the southwest and the rock wall to the northeast. Depths in this area range from 5' to greater than 100'.

A Scope of 3:1 is typically sufficient in the Two Harbors area, but a vessel operator must be aware of, and take into consideration, the type of sea bottom, water depth, wind direction, specific location, and sea conditions to determine the most appropriate and safest Scope for their particular situation. All vessels anchor at their own risk.

The length of stay within the ASL in a permitted anchorage shall not exceed 14 days. At that time, the vessel must leave the Administered Waters or, if desirous of and depending on Mooring availability, move to a Mooring within the Administered Waters and moor for 14 days before being allowed to anchor again in the ASL, or must vacate the ASL altogether and not return for 14 days.

5.3 Vessel Design Policy

Vessels moored and/or anchored shall be of conventional pleasure craft design and self-propelled. Craft of unconventional design, such as barges, floats, houseboats, etc., will not be permitted. The Harbor Department has sole discretion in determining whether a vessel conforms to the standard of permitted conventional pleasure craft.

5.4 Commercial Use

Moored vessels may not be used for any commercial purpose, including but not limited to use in connection with Airbnb, VBRO, other rental usage, or the selling of goods without prior written approval from Operator. Notwithstanding the above, commercial charter vessels are permitted to operate in the capacity of which they are designed, such as fishing charters, dive charters, and recreational vessel charters.

5.5 Unattended Vessels

Mooring and anchorage locations located in the ASL are primarily intended for use on a Transient basis. They are not intended to be utilized as a storage location. Should a Sublessee desire to leave their vessel unoccupied on their Subleased Mooring overnight, they are required to contact the Harbor Department

and fill out the appropriate form (see appendix A.3), which is then subject to the approval or disapproval of the Harbor Department Manager. The following three requirements must also be met:

- (a) The Sublessee who wishes to leave their vessel unattended shall name an individual located on the island who will take responsibility for the Unattended Vessel. This individual must fully complete the required Unattended Vessel Request Form, (see Appendix A.3) providing all pertinent information and must sign a document accepting full responsibility for the vessel. The named individual is required to inspect the vessel daily to ensure the vessel is secure on her Mooring and all systems are functioning properly. In addition, the Unattended Vessel Form will not be considered complete unless it is counter-signed by the Harbor Department Manager and signed by the individual taking responsibility for the vessel while the Sublessee is absent. Any damages to the Mooring, the vessel, or the surrounding vessels shall be the responsibility of the Sublessee AND the individual who agreed to take responsibility for the Unattended Vessel. The owner and vessel must meet all insurance requirements deemed necessary by the Harbor Department. The Unattended Vessel requirements are subject to change at the discretion of The Harbor Department.
- (b) When not in use by the Sublessee, the Mooring site must be available for the general boating public. The Mooring may not be used to store Dinghies, Tenders, or any other object. Only Sublessees are permitted, if approved, to leave their vessels unattended on their Subleased Moorings.
- (c) Transients are not permitted to leave their vessel unattended overnight in the ASL, either on a Mooring or in an anchorage.

Unattended Vessels will not be permitted during Periods of Inclement Weather, November 1 to March 31 annually.

All costs directly or indirectly related to the removal, towing, storage and/or vessel disposal shall be borne by the registered owner, operator, charterer, Sublessee and/or other permissive user(s) of such vessel, who must immediately upon written demand reimburse the Company for all such costs incurred by the Company. In the absence of gross negligence or willful misconduct by the Company, which may not be presumed and must be affirmatively established, all such persons or entities shall indemnify, protect and defend the Company from and against all actual or asserted harm directly or indirectly related to the removal, towing, storage and vessel disposal expenses. This duty of indemnity includes payment of or reimbursement to the Company for attorney and other legal expenses it incurs in connection with such vessel removal, towing, storage and/or removal.

5.6 Rafting Policy

All Rafting will be done under the discretion and prior approval of the Harbor Patrol and must meet the following criteria:

- (a) Rafted Vessels must not be apt to drag or in any way damage or cause undue stress to the Mooring Rigging.
- (b) Rafted Vessels must leave sufficient clearance on all sides for safe and normal harbor maneuverability.
- (c) Each Rafting Vessel must give consent; if one vessel disagrees, then Rafting will not be permitted.
- (d) During Peak Season, Rafting on A & B rows in Fourth of July cove is not permitted.

Rafted Vessels include any vessel with lines attached to any moored vessel, including those vessels anchored by the boat and tied with a stern line attached to a moored vessel. Rafted Vessels are considered subject to Mooring fees if they are in excess of 18 feet or have on-board accommodations for sleeping. Skiffs and other small boats being used as Tenders or Dinghies are not considered Rafted Vessels and are not subject to Mooring fees.

The first vessel to arrive and pick up the Mooring is considered the primary vessel. The primary vessel will be charged Mooring fees according to the size of the Mooring or the boat, whichever is greater. The second vessel (Rafted Vessel) will be charged fees based upon the size of the vessel. If the vessel is Assigned, they must pay for the size of the Mooring. Only one vessel is permitted to Raft at a time unless the Harbor Patrolman in charge grants specific permission.

No additional fees apply for a Sublessee on their own leased Mooring as long as both the primary and Rafted vessels are registered to the Sublessee and are listed in their Sublease. Nightly Transient Rates apply for any Transient Vessels which are Rafted to a Sublessee's vessel, regardless of whether the Sublessee is on their own leased Mooring or not. All Rafting remains at the discretion of the Harbor Patrol and permitted only if deemed safe.

5.7 Vessel Numbering and/or Registration Policy

All moored or anchored vessels must be currently documented with the U.S. Coast Guard, or registered with a State of the United States, or registered in a foreign country. A current U.S. Coast Guard Certificate of Documentation or proof of current State or foreign country registration must be aboard all such vessels at all times and shall be produced upon request by the Harbor Master, Harbor Patrol, the Harbor Department, the U.S. Coast Guard, Sheriff Deputies and all other law enforcement agency officers or representatives. If such vessels are registered in a State of the United States, they must display current registration stickers on the forward portion of the port and starboard bow.

5.8 Mooring Rental Collections Policy

Mooring fees will be collected from all Transient Vessels at the Daily Transient Rate, and from Sublessees at the rate specified in the Sublessee Agreement. All Sublessees are required to notify the Harbor Department no later than 4:00 PM Thursday to reserve their Mooring for Weekend arrival. 24-hours'

notice may be given on Weekdays. Sublessees will not be charged Transient Rates, provided the specific individual identified in the “Sublessee Details” page of Netmoorings is aboard the vessel. If the Sublessee fails to notify the Harbor Department of a change in the arrival date, the Sublessee will be charged Transient Rates for the days reserved.

During Periods of Fair Weather, all Transient Vessels will be charged according to the specific Mooring size. During Periods of Inclement Weather, all Transient Vessels will be charged according to boat size. Any time that a smaller vessel is assigned to a larger Mooring due to weather conditions, tidal swings, repairs etc., the vessel will be charged by vessel size and not by the size of the Mooring. This policy reflects a consistency of fair charging due to winter-storm assigning.

Assignees always pay for the size of the Mooring, with the exception of a vessel larger than the specified Mooring size receiving approval to use a smaller Mooring. An example of this is a 40’ boat on a 39’ Mooring. In this case, the Assignee would be charged for the size of the vessel.

5.9 Inoperable and/or Unseaworthy Vessels Policy

It is forbidden for any person to secure or permit to be tied to a Dinghy Dock, float, wharf, or to anchor or to moor or cause to be moored in the ASL, a vessel of any kind whatsoever which is unseaworthy or inoperable or does not have a functioning engine, in a deteriorated condition, including one which might sink or damage docks, wharves, floats, or other vessels, or to become a menace to navigation. If the Harbor Master determines that a vessel is in a condition such that it presents an actual or potential danger to those aboard or to any other people, or to property, the Harbor Master has the authority to promptly order the removal of the vessel from the ASL. If a vessel is determined to be in a condition that violates the vessel condition requirements herein or is otherwise in unacceptable condition but does not present an immediate danger of serious injury to persons using such vessel or others, or harm to the property, the Harbor Master shall use his/her best efforts to provide at least 24 hours' written notice before ordering the removal of such vessel. The notice of the violation and intent to remove the vessel will be attached to the vessel in a conspicuous location. All costs of removal, storage and/or disposal of will be recoverable from the registered owner, operator, renter, and/or Sublessee of such vessel. Vessel owner hereby relieves the Company and/or any individuals associated with the Company for any liability for the Company’s removal and permanent disposal of an Unattended Vessel.

In the event that Harbor Department personnel presume a vessel to be inoperable, they are permitted to require an operability test. The test consists of a vessel motoring out one mile, turning around, and returning to their moored and/or anchored location safely and without incident. If the vessel proves to be inoperable, the vessel must immediately vacate the harbor.

Inoperable vessels are not permitted in the ASL. Vessel owners who fail to comply or take necessary actions to be relocated to a boatyard and/or their home port, will be subject to a non-compliance fee of \$500 per day.

5.10 Vessel Conduct

If a vessel has been previously evicted, banned, or denied entry at another marina or moorage for any reason, the Company reserves the right to immediately require the vessel to vacate or deny it entry into the ASL, whether it is moored or anchored.

SECTION 6: GENERAL PROVISIONS

6.1 Amendment/Modification of Policies and Procedures Manual

The Company reserves the right to amend or modify the Policies and Procedures Manual with 30 day's advance written notice provided to Sublessee at their email address or the mailing address he or she provided in connection with the Sublease, or such other contact address that he or she has provided to the Company in writing.

6.2 Waiver and Severability

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Sublease Agreement or this document, which is incorporated into the Sublease, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The invalidity of any portion of the Sublease Agreement or this document will not and shall not be deemed to diminish or otherwise impact the validity of any other provisions. In the event any term or condition herein contained is held by a court of competent jurisdiction to be invalid, the parties agree the remaining provisions shall be deemed to be in full force and effect, as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

6.3 Integration Clause

The Sublease and this document, which is incorporated into the Sublease, contains a complete expression of the agreement between the parties hereto. There are no promises, representation, agreements, warranties, or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that all of the rights, remedies and benefits provided shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies and benefits allowed by law.

6.4 Mooring and/or Property Damage/Destruction

If a Mooring is damaged the Company may fix or repair it with the vessel remaining at the Mooring or may require the vessel to move to another Mooring, which Sublessee shall do upon the Company's

request therefor. If the Harbor Department determines that it is unsafe or otherwise inadvisable for the vessel to remain at the Mooring during period of repair, and another Mooring that is in the Company's sole opinion suitable for the vessel is not available, the Company may immediately terminate the Sublease. If the Mooring is damaged due to the negligence or other conduct by the Sublessee or other person in control of the vessel assigned to the Mooring, the Company will arrange for required repairs and Sublessee shall, upon presentation of an invoice for such repairs, immediately pay the Company the amount reflected in such invoice for Mooring repairs.

Moorings are not designed to provide safe refuge during periods of inclement weather. Vessel owners are solely responsible for any damage incurred to the mooring equipment or infrastructure during their occupancy. It is the responsibility of each vessel owner to monitor weather conditions and take appropriate precautions to safeguard their vessel and surrounding property.

6.5 Wildlife

Wildlife must not be fed or disturbed, and any form of harassment or harm to wildlife is strictly prohibited. Further, only domesticated animals, on leashes are allowed to come onto Company, ICO and/or CIC property.

6.6 Returned Check Fees

Returned checks will be subject to a \$25 fee for the first returned check and \$35 for each subsequent one. Additionally, the Company reserves the right to require an alternate form of payment.

SECTION 7: FEDERAL, STATE, LOCAL GOVERNMENT AGENCIES CONTACT INFORMATION

7.1 U.S. Coast Guard National Response Center

The National Response Center (NRC) is a part of the federally established National Response System and is staffed 24 hours a day by the U.S. Coast Guard. NRC is the designated federal point of contact for reporting all oil, chemical, radiological, biological, and etiological discharges into the environment, taking place anywhere in the United States and its territories. The NRC also takes maritime reports of suspicious activity and security breaches within the waters of the United States and its territories.

The National Response Center can be reached by phone at: 800-424-8802.

7.2 Eleventh District Command Center

The U.S. Coast Guard contact is the Los Angeles-Long Beach sector (11-37260) and can be 24 hours a day at 310-521-3801 or on VHF channel 16.

7.3 Local Emergency and Dispatch

For all emergency's contact 911. The local dispatch direct phone number is 310-510-0174.

7.4 Two Harbors' Harbor Patrol

Contact Harbor Patrol on VHF channel 9 or by phone at 310-510-4254. See Section 8.1 for Harbor Patrol hours of operation.

7.5 California State Lands Commission

Marine Environmental Protection/Long Beach Office phone number is 562-499-6312.
Main Sacramento Office phone number is 916-574-1900.

SECTION 8: HOURS OF OPERATION AND SERVICES

8.1 Harbor Patrol Hours of Operation

From June 15th until the second Friday in October

- 7:00 AM – 10:00 PM: Harbor Patrol will be available in every cove.
- 10:00 PM – 7:00 AM: Harbor Patrol will be based out of Isthmus Cove and available via VHF or landline.

From the Second Friday in October until June 15th

- 8:00 AM – 5:30 PM: Harbor Patrol will be stationed in the Isthmus, Cherry & Fourth of July coves. Twice a day, Harbor Patrol will inspect outer coves such as Emerald Bay, Howlands Landing, Little Geiger, Hen Rock, Button Shell, Whites Landing, Moonstone, Wells Beach, and Cat Harbor.
- 5:30 PM – 8:00 AM: No Harbor Patrol on Duty.

Harbor Patrol and any other security is provided for the benefit of the Company, not vessel owners.

8.2 Garbage Pick-Up Schedule – June 15th through Labor Day:

Button Shell: 7:30 AM
Hen Rock: 7:40 AM
Whites Landing: 7:50 AM
Moonstone: 8:00 AM

Little Geiger: 9:10 AM
Howlands Landing: 9:20 AM
Emerald Bay: 9:40 AM

Garbage Pick-Up will be available Saturday and Sunday only.

Times are based on optimal transit times, subject to weather conditions. Times will vary with the number of collections. Trash collection can be requested via VHF channel 9.

8.3 Mooring Maintenance Hours of Operation

January 1st – June 15th

- 8:00 AM – 4:30 PM – Monday through Friday – Inspection and required maintenance of each Mooring will take place to ensure all Tackle is in proper condition.

June 15th – January 1st

- 8:00 AM – 4:30 PM - Monday through Friday - Routine and emergency maintenance will take place as needed.

8.4 Pump-Out Service

Pump-out service ensures boaters in Cat Harbor and the Isthmus can dispose of waste in the proper manner. Cat Harbor is serviced by our pump-out boat. Pump-out service in Cat Harbor is available upon request and can be requested on VHF channel 9. The owner of the vessel is responsible for handling the hose on the pump-out boat. The main float in the Isthmus has a self-serve pump-out station.

8.5 Piers and Dinghy Docks

Dinghy docks are located in both Cat Harbor and Isthmus Cove. The purpose of the Dinghy Docks is to provide a temporary docking area for Dinghies. Sublessees and Transient Vessels may tie up at either Dinghy Dock, both of which have a maximum vessel length of 14 feet and a maximum 72-hour time limit. Dinghies staying longer than 72 hours must have permission from the Harbor Department. Personal Watercraft are not permitted to tie up at the Dinghy Docks. If a Dinghy and/or Personal Watercraft is found to have violated either policy, the Dinghy and/or Personal Watercraft will be towed off the dock and placed on a Mooring ball, and Transient Rates and fines will apply.

8.6 Other Services

Company is not required to, but may, provide dewatering or other salvage services, without liability and at owner's risk and expense.

APPENDIX A: APPLICATIONS AND FORMS

A.1 Waitlist Application

Thank you for your interest in obtaining a Mooring with the Catalina Mooring Service.

A minimum application fee (currently \$25.00) is due at the time of processing your application, this shall allow you to be added to the Mooring Waitlist for one (1) cove. Should you wish to sign up for multiple coves, an additional application fee (currently \$25.00) is due per cove. To maintain your position on the Waitlist, Waitlist maintenance fees (currently \$25 per cove) are due annually and shall be invoiced to customers each October. Failure to pay your annual Waitlist maintenance fees shall result in removal from the Waitlist and your account shall be inactivated.

When completing the form below, please be sure to list desired coves by name. (PLEASE DO NOT ENTER "ANY OR ALL COVES") The coves where Mooring sub-leases are available are as follow; Isthmus Cove, Fourth of July Cove, Cherry Cove, Little Geiger, Howlands Landing, Emerald Bay, Catalina Harbor, Wells Beach, Buttonshell, Hen Rock, Whites Landing or Moonstone. Vessel's name and length must match the vessels DMV Registration or Coast Guard Documentation. A Waitlist customer shall only be eligible to accept a Mooring sub-lease if they have a documented vessel in their name for the appropriate size category. If a Waitlist customer does not have a documented vessel in their name or their existing vessel does not match the size category for the available Mooring, they shall not be eligible to accept the Mooring, resulting in a one-time decline. Waitlist customers are allowed two (2) declines per cove. If a Waitlist customer exceeds the allowed two (2) declines per cove, they shall be removed from that cove's Waitlist.

A customers' position on the Waitlist shall be determined by the date that their application was received, and Waitlist fees processed. Only one individual's name is allowed per application (spouse or domestic partners are considered as one, please list those that apply). Company Names, Trusts, Corporations or Vessel Co-Owners/Partners are not allowed.

Waitlist customers may decline a Mooring offer up to two times. A third decline will result in their removal from the Waitlist. Waitlist customers are allowed a one-time size category size category Wait List change for their vessel. If the customer needs to change their size category a second time, the customer must submit a new Waitlist application for their desired coves.

Name/Names: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Email Address: _____

Vessel Name: _____ Length: _____

Power: ☐ Sail: ☐ Catamaran: ☐

Please note Mooring availability is limited for vessels exceeding 60' and for Catamarans or Trimarans

Desired Waitlist Coves: _____

Signature: _____ Date: _____

A.2 Upgrade Application

The Upgrade List is for existing Mooring Sublessees who wish to upgrade their position within the cove that their Mooring sub-lease currently exists. A \$50.00 application fee is due at the time of submission. Sub-leases who are on the Upgrade List take precedence over customers who are on the Waitlist List and are first in line for available Moorings within their existing cove and vessels size category. When completing the form, please make sure to include specific instructions for the Mooring location that you desire (i.e., Mooring row, Mooring number, west side, east side, closer in, not on Fairway, etc.). Please note that sub-leases are only eligible for upgrades to Moorings that fall within their vessels existing size category.

The Upgrade List is reviewed annually, and upgrades are offered to customers based on their positions on the Upgrade List. A customer's position on the Upgrade List is either determined by the date that they accepted the sub-lease of their Mooring or by the date in which they originally applied for the Wait List for their existing cove. There are no limits as to how many times a sub-lease upgrades their Mooring, however once a sub-lease accepts an upgrade, they are required to re-apply and pay an additional \$50 if they wish to be added back onto the Upgrade List.

Sub-lease Name/Names: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Other Phone: _____

Vessel Name: _____ Length: _____

Power: ☐ Sail: ☐ Catamaran: ☐

Please note Mooring availability is limited for vessels exceeding 60' and for Catamarans or Trimarans

Current Mooring Location (Cove, Mooring Number): _____

Desired Mooring Upgrade Location: _____

Signature: _____ Date: _____

A.3 Unattended Vessel Request Form

Unattended Vessel requests are for Mooring Sublessees only and require the written approval of the Harbor Manager.

Sublessee vessel may be left unattended on their leased Moorings only and for a duration of no more than one week (7 consecutive days).

The Sublessee along with the onsite Emergency Contact must sign this form upon submitting.

Sublessee Information

Sublessee Name: _____ Date: _____

Mooring (Cove/#): _____ Vessel Name: _____

Cell Phone #: _____ Other Phone #: _____

Dates the Vessel will be left Unattended:

Start Date: _____ End Date: _____

EMERGENCY ALTERNATE CONTACT INFORMATION

Emergency Alternate Contact (Name): _____

Cell Phone #: _____ Other Phone #: _____

FOR AND IN CONSIDERATION of my vessel being left unattended on my Mooring, operated by the Catalina Island Company ("Operator"), I DO HEREBY agree as follows:

1. I ACKNOWLEDGE THAT MY VESSEL IS BEING LEFT UNATTENDED AT MY OWN RISK. I have determined that the vessel is safe and secure on its leased Mooring.
2. I ASSUME FULL RESPONSIBILITY FOR, AND ALL RISK OF any property damage or loss that my vessel may suffer while left unattended.
3. In the event of an emergency, I hereby authorize you or my emergency alternate contact to move and/or handle my vessel as needed. I agree that I will be fully responsible for payment of any damages to either my leased Mooring or surrounding Moorings (buoys, wands, weights, chains, and/or lines) and/or other vessels.
4. The Emergency Contact shall take responsibility for the vessel and inspect it daily during the Sublessee's absence.
5. I RELEASE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS Santa Catalina Island Company, Catalina Island Company, and their respective officers, directors, employees and agents (collectively, "Releasees") of and from any and all claims, causes of action, damages, liabilities or expenses (collectively, "Claims"), known or unknown, existing now or in the future, that I may or hereafter have

against Releasees, arising in any way out of my vessel being left unattended, and regardless of any fault or negligence on the part of Releasees except gross negligence or willful misconduct.

6. I HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY CALIFORNIA CIVIL CODE SECTION 1542 and do so understanding and acknowledging the significance of this specific waiver of Section 1542. Section 1542 states:

a. **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

7. I have carefully read this agreement, and I know and understand what it means. My signature below is my own free act, and I intend it to be legally binding on me, my successors, and assigns. This agreement constitutes the entire understanding between me and Operator regarding the subject matter hereof and supersedes any prior statements, agreements, or representations, whether written or oral, regarding that subject matter.

Sublessee Signature: _____

Date: _____

Emergency Contact: _____

Date: _____

Harbor Manager Signature: _____

Date: _____

A.4 Sublessee or Designated Caller Reservation Form

Mooring reservations are the exclusive privilege of each Sublessee for their leased Mooring site, except when the Sublessee transfers that privilege to another individual (“Designated Caller”). The Designated Caller then becomes the sole person able to make Mooring reservations. This transfer privilege must be submitted annually in writing (see Catalina Mooring Service Procedures and Requirements Manual for more information). The deadline for Mooring reservations is 4:00PM on Thursday for Friday and Saturday arrivals. Reservations for mid-week arrivals, Sunday-Thursday, are due no less than 24hrs. in advance. Reservations received after these time shall be considered late and shall not be honored. Please email all reservations to moorings@scico.com and include the following:

- Mooring Site, Cove and Number
- Arrival and Departure Date
- Name of Vessel

Assignee or Designated Caller reservations must additionally include the following:

- Vessels CF or Documentation Number
- Length Over All
- Type of Vessel (Power, Sail, or Multihull)
- Contact Information for Captain (Name, Best Contact Number/Email Address)

If Assignee or Designated Callers vessels exceed the maximum allotted length of the Mooring, then their reservations are non-valid and their vessels shall not be authorized to use the Mooring.

Please submit one primary email address that shall be used to make your email reservations and the best phone number to reach you. The primary email address you list shall be the only email address accepted when making a reservation. You shall receive a confirmation via e-mail from CMS that your reservation has been received.

Sublessees Name/Names: _____

Designated Callers Name: _____

Email Address: _____

Mooring (Cove and Number): _____

Sublessees Signature: _____ Date: _____

A.5 Sublessee Renewal Form

CATALINA MOORING SERVICE
P O BOX 5086, AVALON, CA 90704, PHONE: (310) 510-4253/ (310) 510-4254
MOORING SITE SUBLEASE EXTENSION AND AMENDMENT

Sublessee Name / Names

1. The term of the Mooring Site Sublease identified below, as it previously may have been extended and amended (the "Sublease"), is extended for a term of one (1) year (the "Extension Term") to expire on the Expiration Date stated below unless further extended.
2. During the Extension Term all of the terms and conditions of the Sublease shall continue to apply except as set forth below.
3. The rental fee for the Extension Term under paragraph 3 of the Sublease (the "Rental Fee") is as set forth below.
4. Other: (None)

Sublease: Mooring Site No. X, Located at X
Expires: December 31, 20XX
Rental
Fee: X per lineal foot of deck line length of the billing rate of X feet

<u>Boat Name</u>	<u>Boat Length</u>	<u>Boat Type</u>	<u>Name(s) of Owners</u>	<u>Registration</u>
SUBLESSEE			SUBLESSOR	
(Signature of Sublessee)			Santa Catalina Island Conservancy and Santa Catalina Island Company.	
(Printed Name of Sublessee)			By: Island Recreation Enterprises, LLC dba Catalina Mooring Service, Operator, Agent, Sublessor.	
(Signature of Sublessee)			By: Two Harbors Enterprises, Inc. Its: Manager	
(Printed Name of Sublessee)				
(Signature of Sublessee)			By:	
			Its:	Andrew Allen – Managing Director, Two Harbors
(Printed Name of Sublessee)			Dated:	

APPENDIX B: FARES, RATES, AND FEES

B.1 Shore Boat Fares and Charter Rates

Shore Boat Fares To/From Isthmus Main Float (per person, one way)

Isthmus Cove Moorings	\$7.00
Fourth of July Moorings	\$8.00
Cherry Cove Moorings	\$8.00
Hen Rock/Whites/Moonstone	\$7.00
All Anchorage	\$12.00
USC/ Fishermans Cove	\$8.00

Shore Boat Charter Rates (R/T Dock to same Dock) - 22 pax max.

Hourly Rate (1 hr. min.)	\$584.00
1/2 Day - up to 4 hrs.	\$1,168.00
Full Day - up to 8 hrs.	\$2,099.00
Avalon- 4 hrs. R/T	\$1,168.00

Patrol Boat Charter Rates (R/T Dock to same Dock) – 6 pax max.

Hourly Rate (1 hr. min.)	\$268.00
1/2 Day - up to 4 hrs.	\$535.00
Full Day - up to 8 hrs.	\$937.00
Avalon- 4 hrs. R/T	\$535.00

Charter Rates (One Way) Emerald Bay or Howlands Landing

1-6 pax max. no gear	\$115.00
1-6 pax max with gear	\$173.00
7-22 pax max. no gear	\$289.00
7-22 pax max. with gear	\$348.00

B.2 Service Fees

Towing and Commercial Services (per hour/1 hr. min.)

Harbor Patrol boat transient and Sublessee tow	\$87.00
Work Skiff	\$134.00
Sandpiper	\$407.00
Kingfisher IV	\$514.00

Mooring Repairs

Pick Up Pole (small)	\$135.00
Pick Up Pole (large)	\$300.00
Hawser (1 in.)	\$154.00
Hawser (1/8 in. deep water)	\$203.00

Spreader Replacement	\$114.00
Spreader Splice	\$56.00
Mooring Buoy (small)	\$854.00
Mooring Buoy (medium)	\$911.00
Mooring Buoy (large)	\$911.00
Mooring Buoy (x large)	\$1,152.00
Mooring Weight (1 ton)	\$1,190.00
Mooring Weight (1.5 tons)	\$1,489.00

Other Manpower Services (per hour/1 hr. min.)

Marine Mechanic	\$173.00
Diver Services	\$305.00
Boat Captain	\$173.00
Deckhand	\$92.00

Other Services

Garbage Pickup	\$8.00
Salvage Pump Out	\$280.00
Jump Start	\$93.00
Wharfage	\$4.00

B.3 Transient Mooring Rates/Discounts

Daily Mooring Rates – All Coves and Stringlines

Stringline (25' and under)	\$49.00
29' and under	\$53.00
30' – 39'	\$63.00
40' – 49'	\$78.00
50' – 59'	\$95.00
60' – 69'	\$118.00
70' – 79'	\$143.00
80' – 89'	\$170.00
90' – 100'	\$202.00
Temp Mooring (4 hrs.) 0 – 39'	\$28.00
Temp Mooring (4 hrs.) 40' – 100'	\$40.00

Note: Rates are based on the size of boat the Mooring is rigged to accommodate.

Discounts

Summer (June 15 – September 13) – Pay for 6 nights, get 1 night free

Spring (April 1 – June 14) and Fall (September 14 – October 31) – Pay for 4 nights, get 3 nights free

Winter (November 1 – March 31) – Pay for 2 nights, get 5 nights free

*Based on consecutive nights only

Check-Out

Check-out time is 9:00 AM. Late check-out can be requested for an additional fee.

B.4 Leased Mooring/Stringline Rates/Upgrade/Waitlist Fees

Leased Mooring Fees (per foot)

Isthmus, Howlands, Button Shell, Whites Landing, Hen Rock	\$87.00
Fourth of July Cove, Cherry Cove, Moonstone, Little Geiger	\$91.00
Cat Harbor, Emerald Bay, Well's Beach	\$83.00

Stringline Fees (per vessel)

Stringline	\$892.50
------------	----------

Upgrade/Waitlist Fees

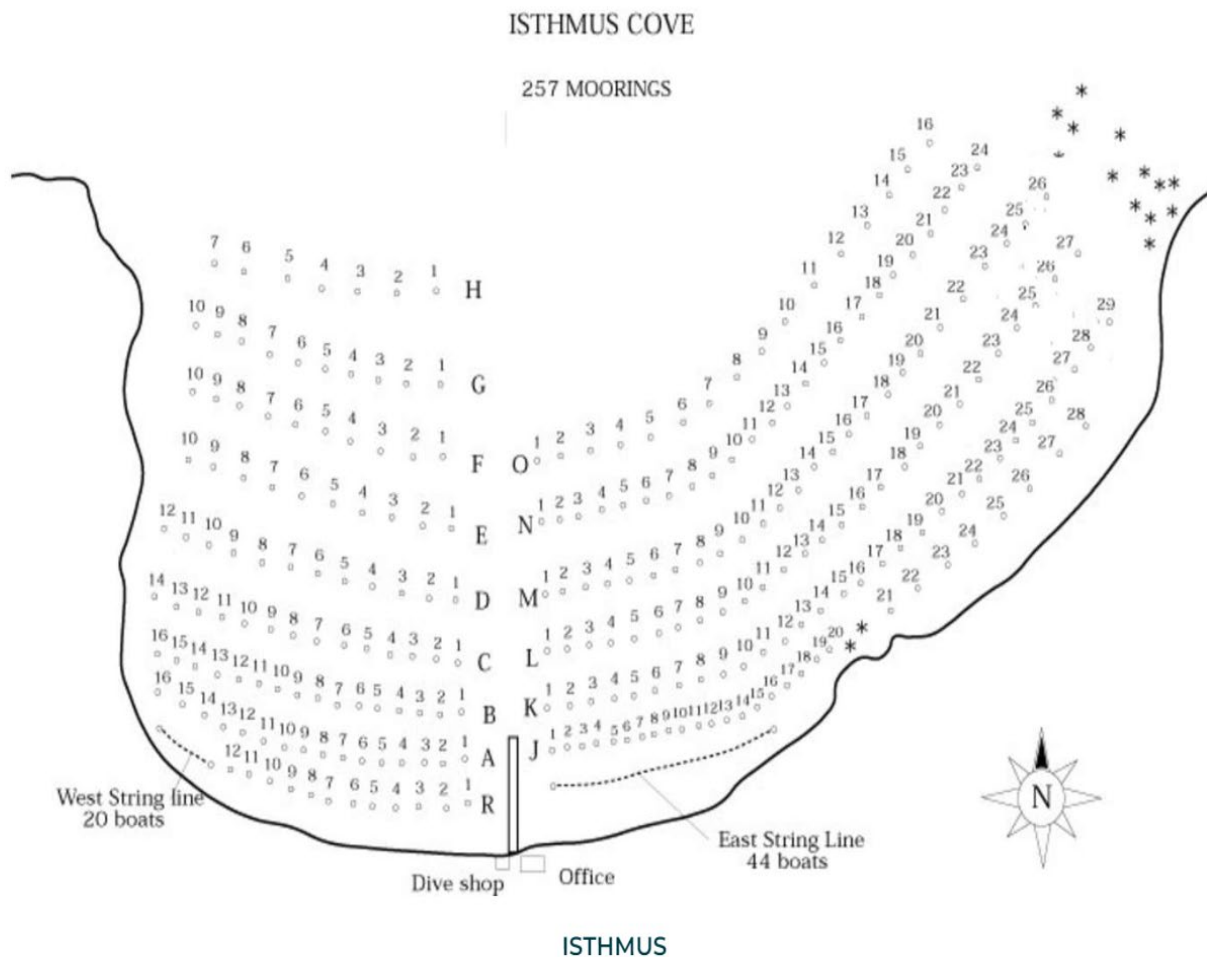
Upgrade Request Fee	\$50.00
Waitlist Request Fee	\$25.00
Waitlist Renewal Fee (annually/cove)	\$25.00

APPENDIX C: MOORING MAPS

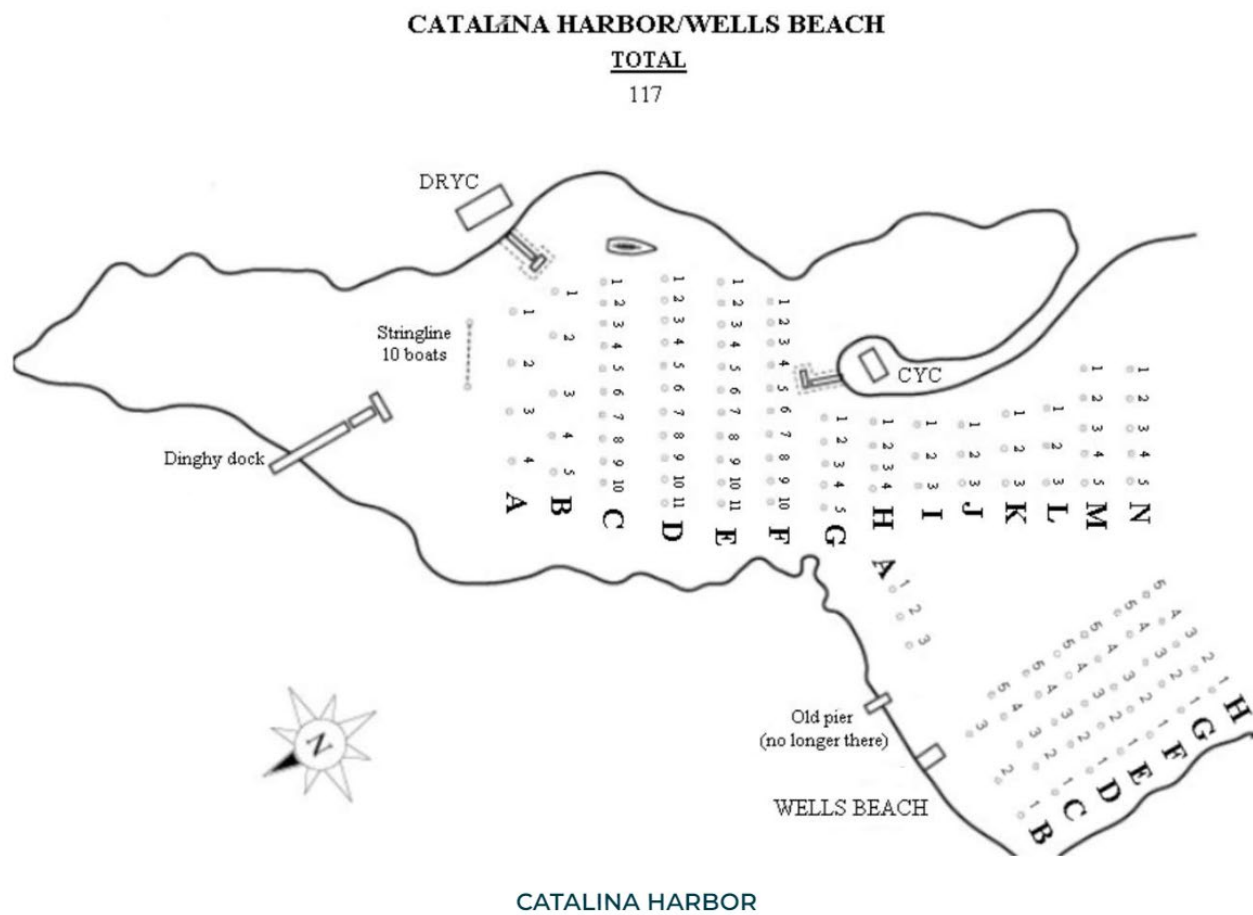
C.1 Map of Mooring Locations on Catalina Island



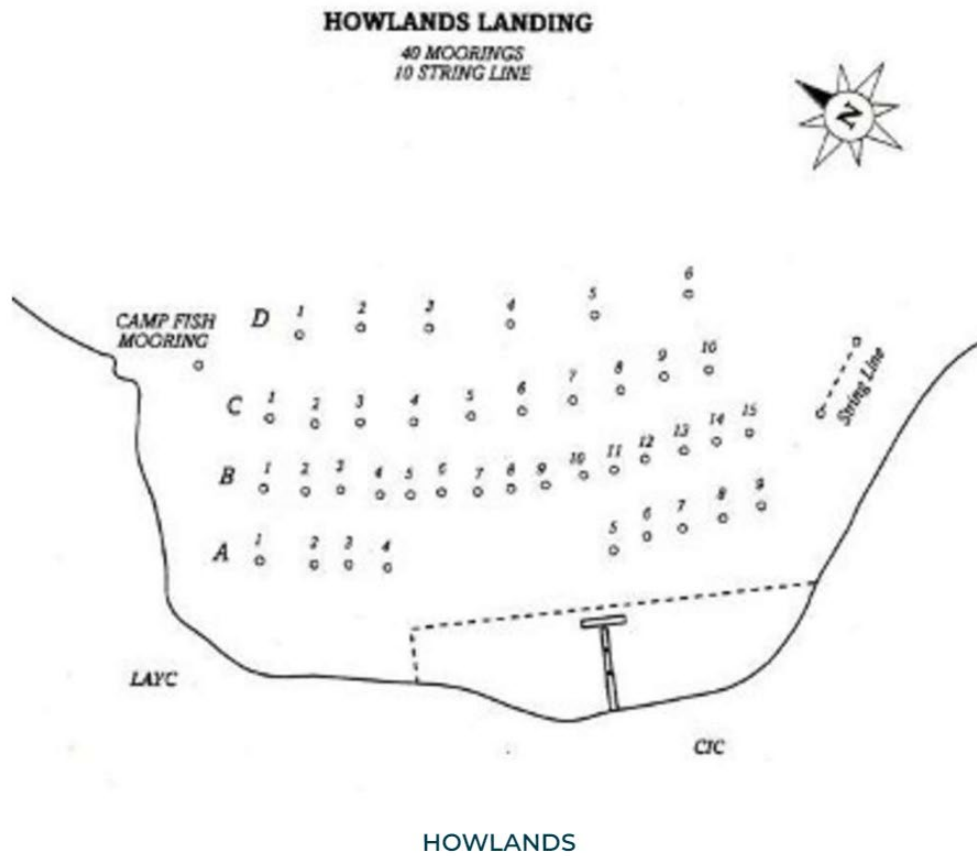
C.2 Mooring Map of Isthmus Cove



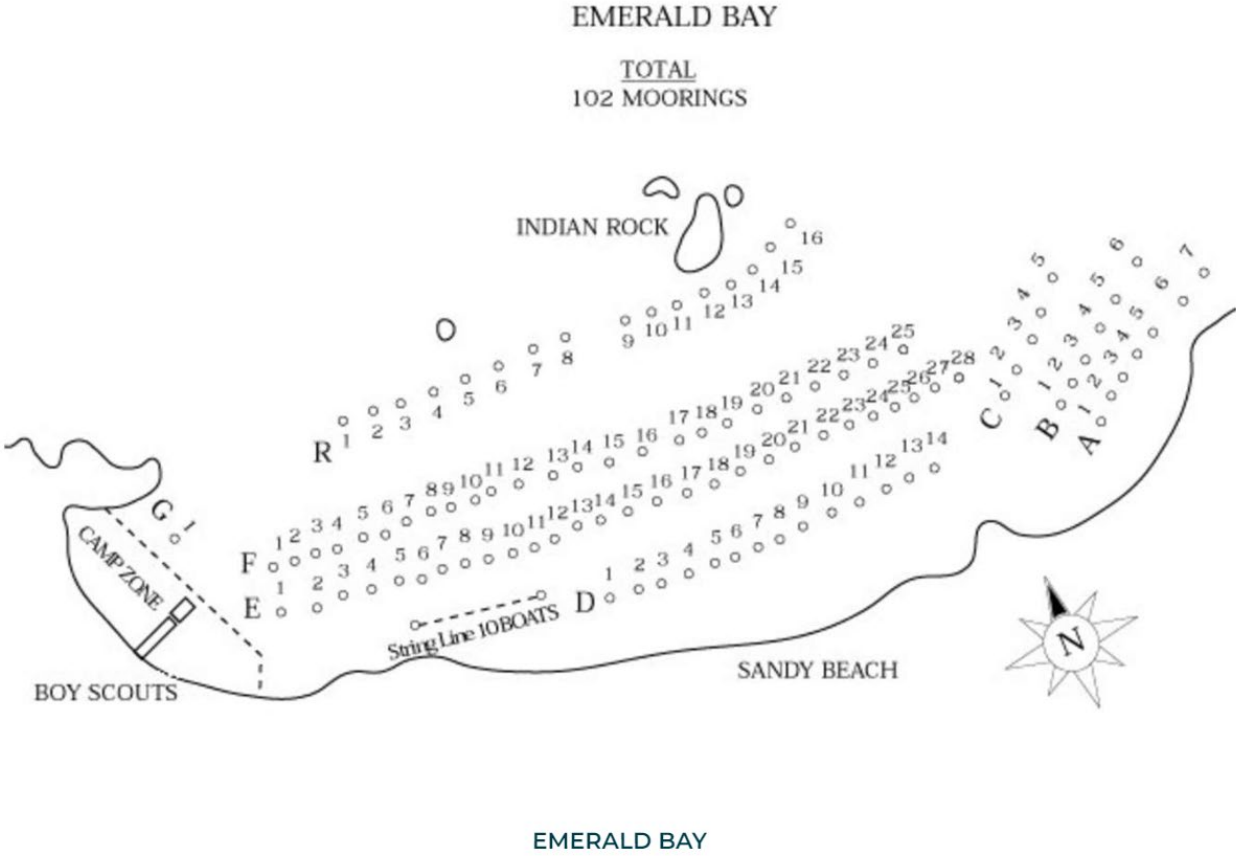
C.3 Mooring Map of Catalina Harbor/Wells Beach



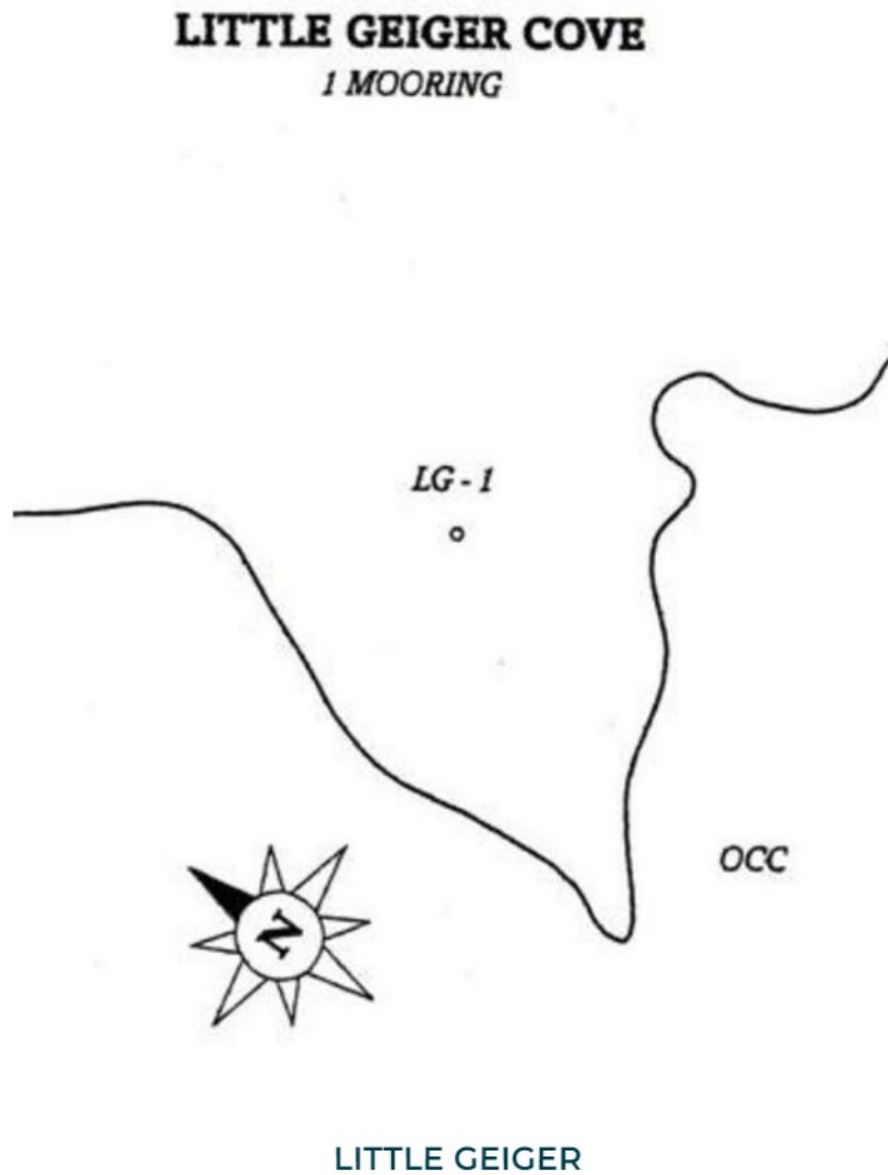
C.4 Mooring Map of Howlands Landing



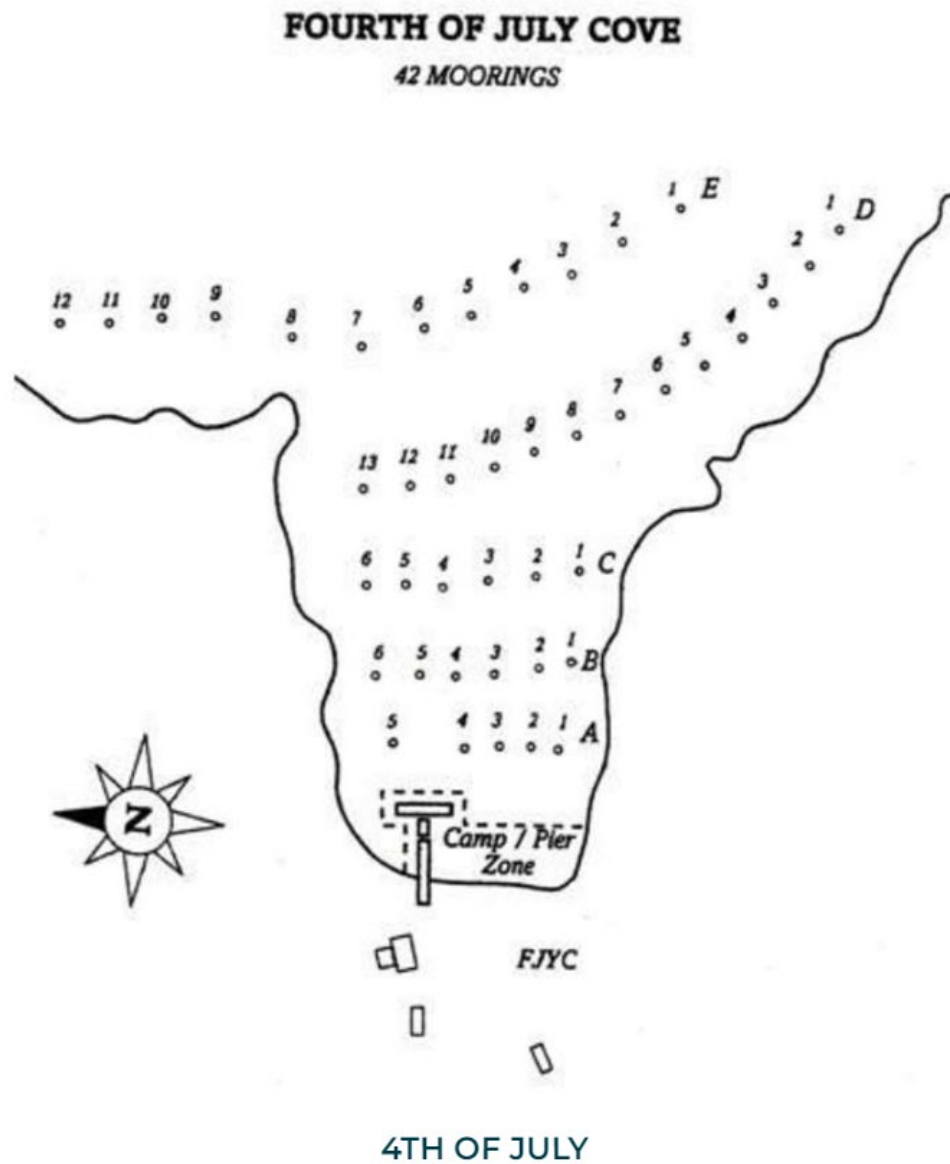
C.5 Mooring Map of Emerald Bay



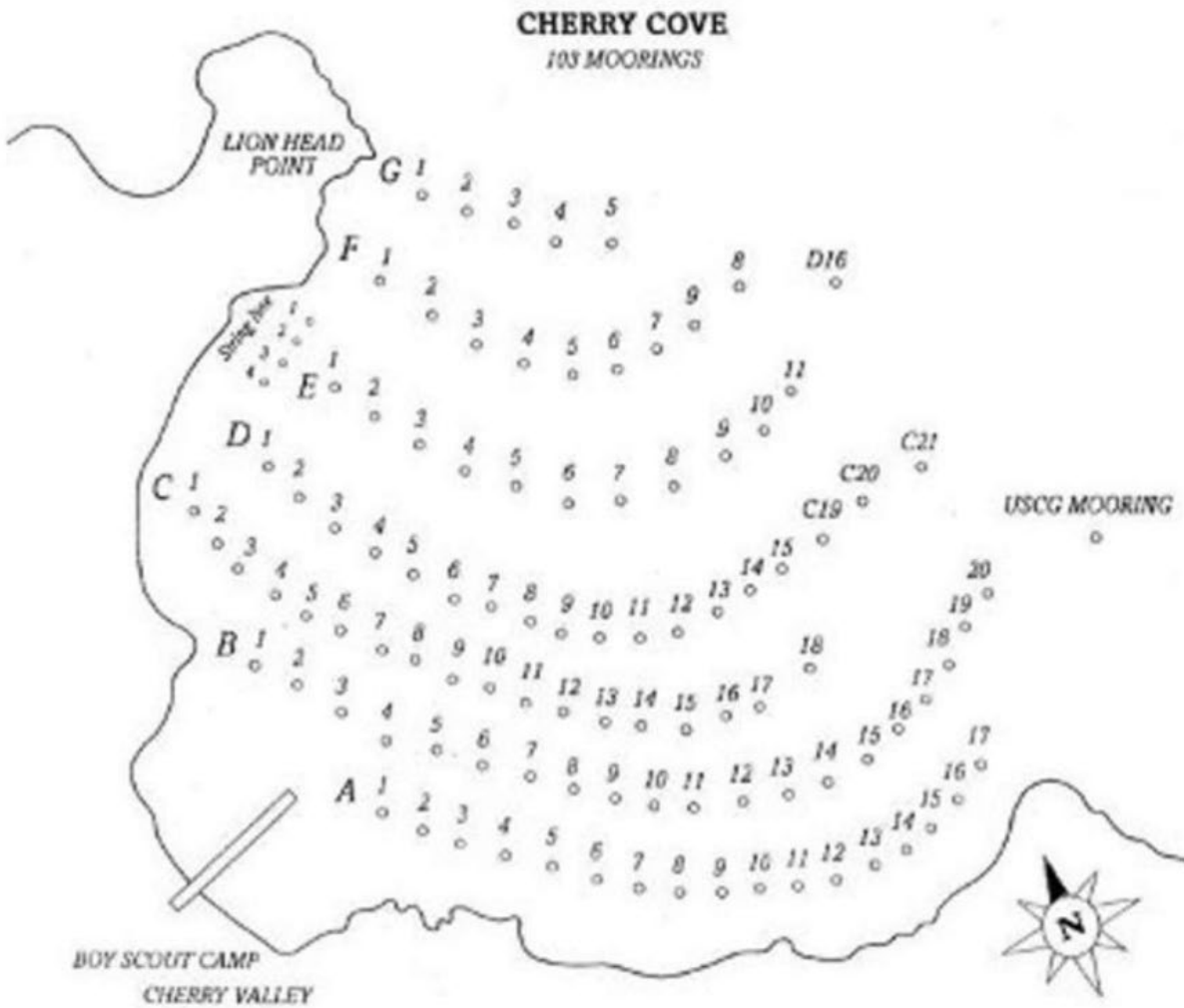
C.6 Mooring Map of Little Geiger Cove



C.7 Mooring Map of Fourth of July Cove

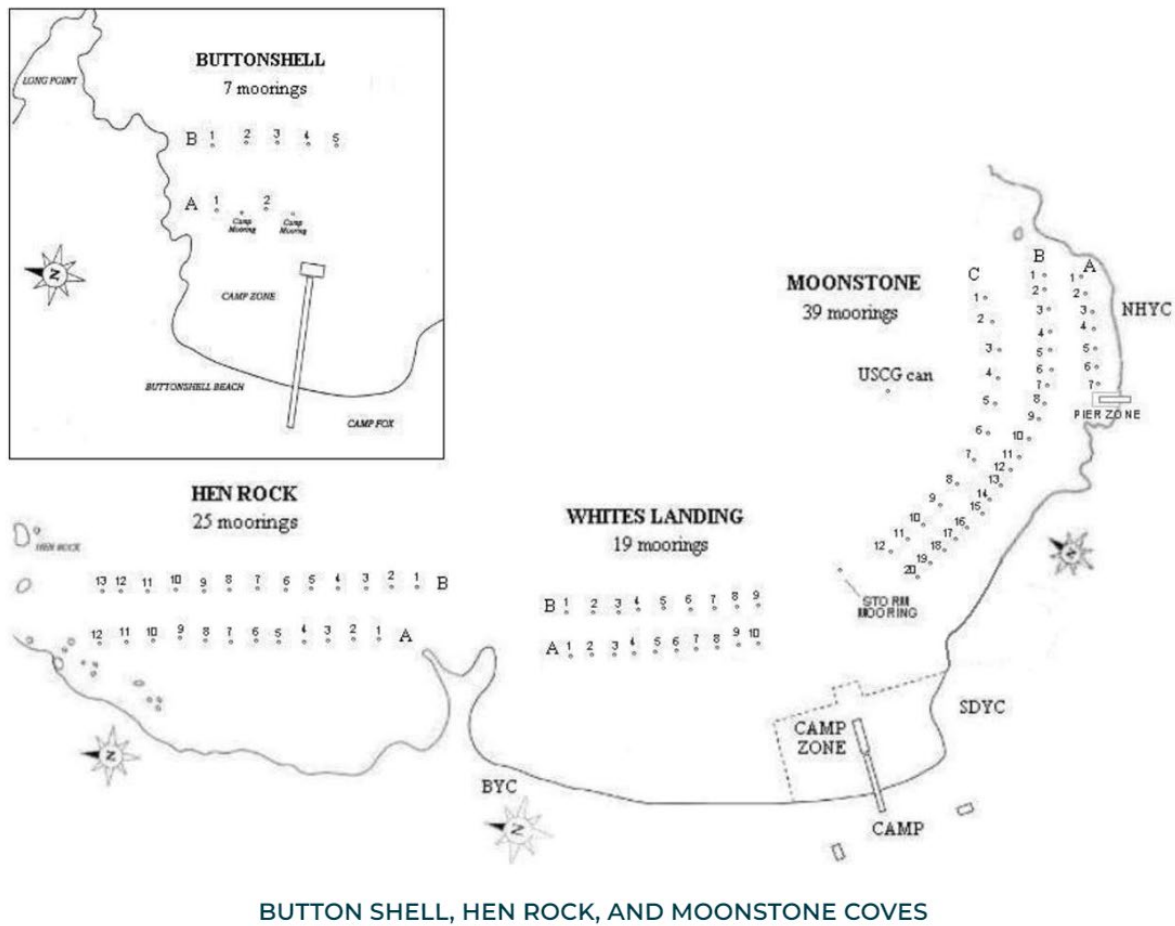


C.8 Mooring Map of Cherry Cove

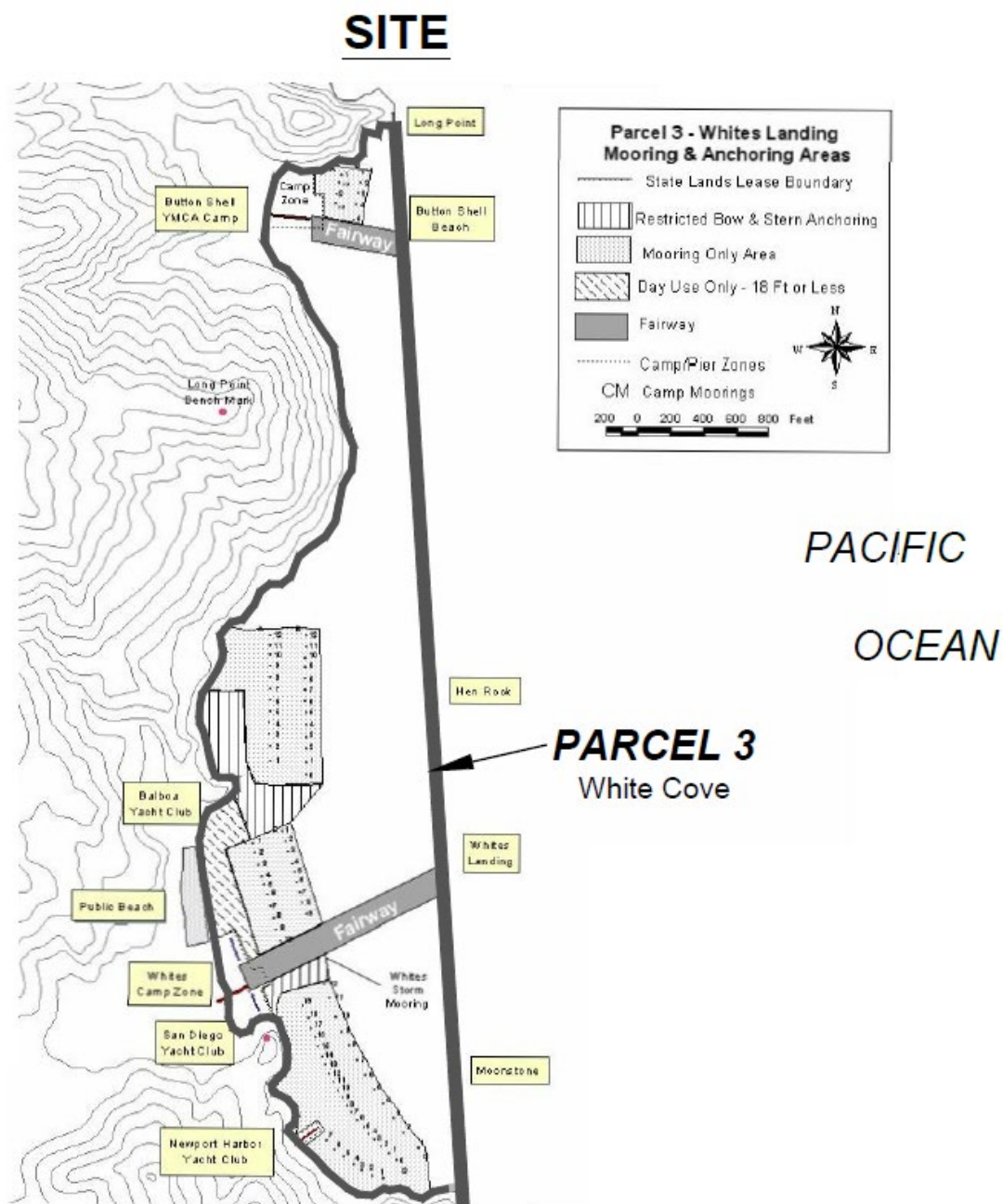


CHERRY COVE

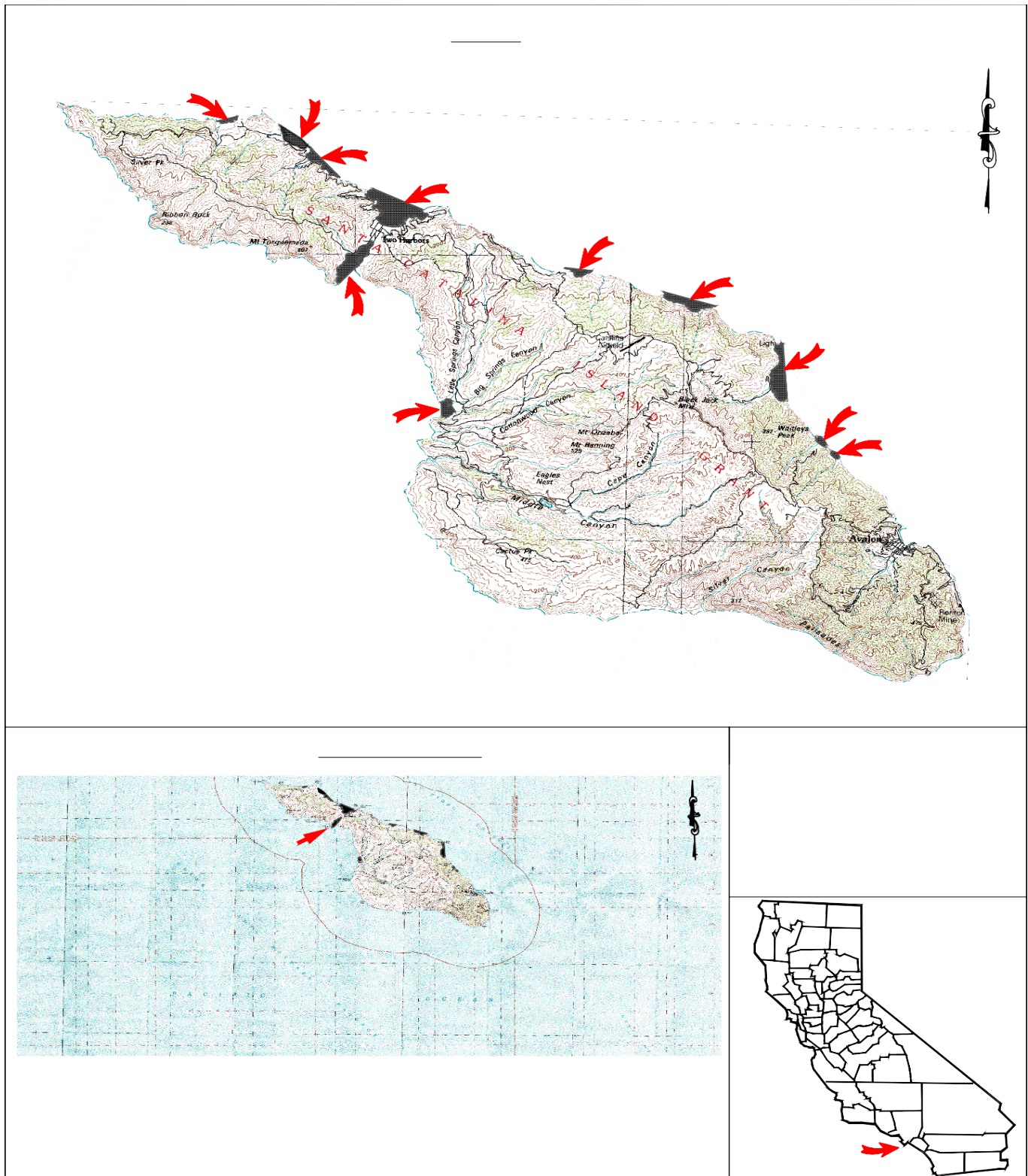
C.9 Mooring Map of Button Shell, Hen Rock, Whites Landing, and Moonstone Cove



C.10 Map Showing Whites Landing Fairway



C.11 Map of the Administered Submerged Lands ('ASL')



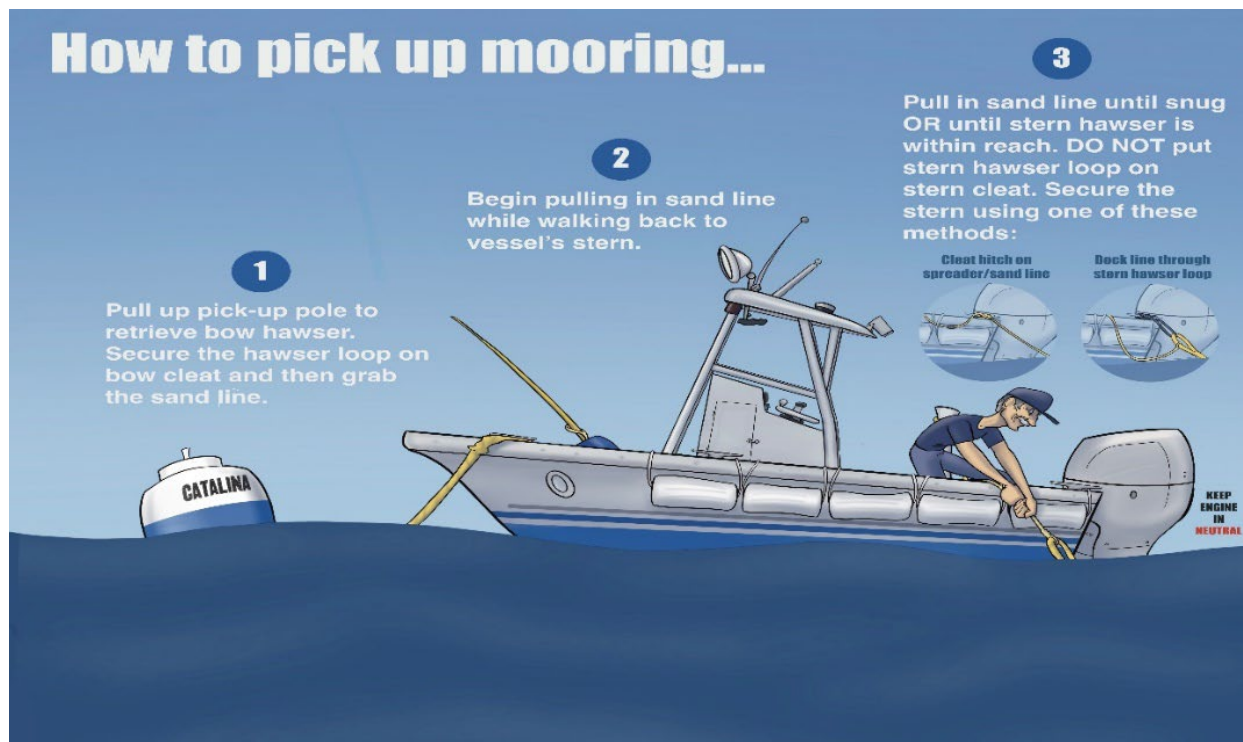
APPENDIX D: INSTRUCTIONS ON HOW TO USE A MOORING

Attaching a Mooring

1. Use pole to attach Bow Hawser to Bow Cleat. Hawser is approximately 6 feet below the surface.
2. Run Spreader Line to boat stern. Spreader Line is attached to Bow Hawser.
3. Remove slack from Spreader Line and attach Stern Hawser to Stern Cleat. Be careful not to over-tighten Mooring lines. You can tie off on the spreader line; you do not need to attach the stern hawser, as the Mooring may be rigged for a larger vessel. You are responsible for any damages done to the Mooring during your stay.
4. Re-check Bow and Stern Cleats to make sure you are moored securely.
5. Keep the slack Spreader Line on the boat to keep the line clean.
6. Note: Due to changes in tidal, Mooring lines may need to be adjusted periodically to add or remove slack.

Leaving a Mooring

1. First, untie the stern line, then the bow line. Wind conditions may require this to be done in the reverse order.
2. Drop them and the spreader line into the water.
3. To prevent fouling, allow time for lines to sink free and clear of your propeller.
4. Double-check that your propeller is clear of lines before proceeding.
5. If you believe you have fouled your propeller, please call the Harbor Patrol on VHF Channel 9 for assistance.



APPENDIX E: ENVIRONMENTAL BEST PRACTICES FOR BOATERS

E.1 Environmental Best Practices for Boaters Overview

The Catalina Island Company, Operator of Two Harbors, is committed to preserving and enhancing the environment through proper management of activities in the Two Harbors area. In accordance with California State Lands guidelines, United States Coast Guard Regulations, and the Federal Clean Water Act, the following Best Management Practices have been established with the goal of safekeeping our harbors and marine environment. The practices and procedures represent the bare minimum standards that vessel owners and operators should follow.

E.2 Bilge Water Management

Keep bilge area as dry as possible.

Regularly check fittings, fluid lines, engine seals, and gaskets.

Fix all oil and fuel leaks in a timely manner.

Do not drain oil into the bilge.

Fit a drain pan, if feasible, underneath the engine to collect drips and leaks.

Consider the use of oil-absorbent pads, even in small boats.

If a bilge contains oil, absorb as much free oil as possible with a pad. Then pump the bilge dry and wipe down the bilge and equipment. If a bilge is severely contaminated, use a pump-out service. Never pull the drain plug on a boat with a bilge full of oil, especially if it is on a launch ramp.

Dispose of oil-soaked absorbents at a proper facility. Check with the marina Operator for guidance.

Do not use detergents or bilge cleaners unless the bilge can be pumped into an appropriate facility.

E.3 Petroleum Containment

Fill portable fuel containers on land or on the fuel dock to reduce the chance of fuel spills into the water.

Avoid overfilling fuel tanks and attend the fuel nozzle at all times.

Perform all major engine maintenance away from surface water. Any maintenance work on an engine must be done in compliance with Rules and Regulations governing the marina.

Use petroleum absorption pads while fueling to catch splash back and any drops when the nozzle is transferred back from the boat to the fuel dock.

Keep engines properly maintained for efficient fuel consumption, clean exhaust, and fuel economy. Follow all manufacturers' specifications.

Immediately report oil and fuel spills to the marina office and the U.S. Coast Guard National Response Center at phone number 800-424-8802, and other appropriate agencies.

E.4 Hazardous Materials

Improper handling of hazardous materials can cause harm to human health and the environment and can result in serious penalties and expensive cleanup costs if contaminations occur.

Hazardous wastes generated by recreational boaters are considered household hazardous waste. Dispose of household hazardous waste in properly marked containers if provided by the marina or at the nearest appropriate site.

E.5 Vessel Sewage

Boaters should never pump out any holding tank in waters inside the three nautical mile limit. Always remember that it is illegal to discharge raw sewage from a vessel into U.S. waters.

Pump-out facilities should be used to dispose of stored waste whenever possible. They are fast, clean, and inexpensive.

Marine sanitation devices (MSDs) must be maintained to operate properly. Keep your disinfectant tank full, use biodegradable treatment chemicals, and follow the manufacturer's suggested maintenance program.

Do not dispose of fats, solvents, oils, emulsifiers, disinfectants, paints, poisons, phosphates, diapers, and other similar products in MSDs.

Whenever possible, use land-based rest rooms rather than onboard ones.

E.6 Vessel Cleaning and Maintenance

Ask your marina manager what types of maintenance projects are allowed while in the Administered Lands.

Minimize the use of soaps and detergents by washing your vessel more frequently with plain water. Do not use cleaners that contain ingredients such as ammonia, sodium, chlorinated solvents, or lye.

Use hose nozzles that shut off when released to conserve water and reduce the runoff from boat washing.

Ventilate your space to prevent the accumulation of flammable or noxious fumes.

Use eye protection and a respirator when there is the possibility that dust, and debris could damage eyes or lungs.

Remove oil, debris and clutter from your immediate work area and dispose of properly.

Avoid spills in the water of all solvents, paints, and varnishes.

Carefully read labels to ensure the products are used in a manner that is safe and will not harm the environment.

Use teak cleaners sparingly and avoid spilling them or fiberglass polishers in the water.

E.7 Sanding and Painting are Prohibited

Sanding and painting are prohibited while in the Administered Lands.

E.8 Boat Hull Cleaning and Maintenance

Ensure hull paint is properly applied and maintained to protect the hull from fouling organisms and thus improve your boat's performance.

Wait 90 days after applying new bottom paint before underwater cleaning.

Schedule regular hull cleaning and maintenance to reduce the buildup of hard marine growth and eliminate the need for hard scrubbing.

Regularly scheduled gentle cleaning will also increase the effectiveness of the antifouling hull paint and extend its useful life.

Repair paint bonding problems at haul-out to avoid further chipping and flaking of paint in the water.

Use, or ask your diver to use, non-abrasive scrubbing agents, soft sponges, or pieces of carpet to reduce the sloughing of paint and debris.

Boaters are encouraged to use boat-hull cleaning companies and individuals that practice environmentally friendly methods.

E.9 Solid Waste

Do not dump plastic or any other trash into the water.

Use the dumpsters, trash receptacles and other approved containers to dispose of garbage and other waste.

INDEX

Administered Land(s)	See Administered Submerged Lands ('ASL')
Administered Submerged Lands ('ASL')	Section(s) 1.1, 1.13, 1.18, 1.22, 1.24, 1.34, 1.37, 1.39, 1.45, 1.48, 2.1, 2.3, 2.4, 2.5, 5.1, 5.2, 5.5, 5.9, C.11
Administered Water(s)	See Administered Submerged Lands ('ASL')
Anchoring	Section(s) 1.2, 1.21, 5.1, 5.2
Assigned Reciprocal	Section(s) 1.3, 3.2
Assignee(s)	Section(s) 1.4, 1.15, 1.21, 3.2, 3.3, 3.5, 5.8, A.4
Button Shell	Section(s) 1.24, 8.1, 8.2, A.1, B.4, C.9
California State Lands Commission ('CSLC')	Section(s) 1.1, 1.5, 1.18, 1.24, 2.1, 7.5
Catalina (Cat) Harbor	Section(s) 5.2, 8.1, 8.2, 8.4, 8.5, A.1, B.4, C.3
Cherry Cove	Section(s) 1.24, A.1, 8.1, B.1, B.4, C.8
Catalina Island Company ('ICO')	Section(s) 1.1, 1.6, 1.13, 1.17, 1.21, 1.23, 1.24, 1.40, 2.1, 2.7, 5.1, 6.5, A.3, A.5, E.1
Company	Section(s) 1.6, 1.18, 1.21, 1.23, 1.39, 1.43, 1.45, 1.48, 2.1, 2.3, 2.7, 3.1, 3.7, 3.8, 4.1, 5.5, 5.9, 6.1, 6.4, 6.5, 6.6, 8.1, 8.6
Conditional Safety Trade	Section(s): 1.7, 4.6
Designated Caller	Section(s) 1.7, 1.15, 1.21, 3.1, 3.2, 3.4, 3.5, A.4
Dinghy, Dinghies, Dinghy Dock(s)	Section(s) 1.8, 1.10, 1.37, 5.2, 5.5, 5.6, 5.9, 8.5
Dye Tablet or Dye Tab or Dye Test(ing)	Section(s) 1.11, 5.1
Emerald Bay	Section(s) 1.24, 8.1, 8.2, A.1, B.1, B.4, C.5
Fairway	Section(s) 1.12, 2.6, 4.2, 5.2, A.2, C.10
Fourth of July Cove	Section(s) 1.24, 5.2, 5.6, 8.1, A.1, B.1, B.4, C.7
Harbor Department (see also Two Harbors')	
Harbor Department ('THHD')	Section(s) Introduction, 1.6, 1.13, 1.15, 1.16, 1.19, 1.23, 1.30, 2.1, 2.4, 2.6, 3.2, 3.3, 3.4, 5.1, 5.2, 5.3, 5.5, 5.7, 5.8, 5.9, 6.4, 8.5
Harbor Office Manager	Section(s) 1.13, 1.14, 4.2
Hen Rock	Section(s) 1.24, 8.1, 8.2, A.1, B.1, B.4, C.9
Hold Clear	Section(s) 1.15, 3.3
Holiday, Holiday Period	Section(s) 1.16, 1.49, 3.5
Howlands Landing	Section(s) 1.24, 8.1, 8.2, A.1, B.1, B.4, C.4
Insurance	Section(s) 3.8, 4.6, 5.5
Isthmus, Isthmus Cove, Isthmus Harbor	Section(s) 1.24, 2.1, 5.2, 8.1, 8.4, 8.5, A.1, B.1, B.4, C.2
Lessee	Section(s) 1.17, 1.40
Little Geiger Cove	Section(s) 1.24, 8.1, 8.2, A.1, C.6
Moonstone Cove	Section(s) Introduction, 1.24, 2.1, 8.1, 8.2, A.1, B.1, B.4, C.9
Mooring(s)	Section(s) Introduction, 1.1, 1.3, 1.4, 1.6, 1.7, 1.8, 1.12, 1.13, 1.14, 1.15, 1.18, 1.19, 1.20, 1.21, 1.22, 1.23, 1.29, 1.30, 1.31, 1.32, 1.34, 1.35, 1.37, 1.38, 1.39, 1.41, 1.44, 1.45, 1.46, 1.47, 1.48, 2.1, 2.3, 2.7, 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.9, 3.10, 4.1, 4.2, 4.4, 4.6, 4.7, 4.8, 5.1, 5.2, 5.5, 5.6,

	5.8, 6.4, 8.3, 8.5, A.1, A.2, A.3, A.4, A.5, B.1, B.2, B.3, B.4, C.1, C.2, C.3, C.4, C.5, C.6, C.7, C.8, C.9, D
Mooring Assignment	Section(s) 1.19, 3.5
Mooring Trades	Section(s) 1.20, 4.8
Netmoorings	Section(s) 1.21, 3.4, 3.5, 4.1, 5.8
No-Wake	Section(s) 1.22, 2.5
Operator	Section(s) 1.6, 1.17, 1.21, 1.23, 1.34, 1.38, 1.39, 2.1, 2.2, 2.3, 3.1, 3.3, 3.5, 3.6, 3.8, 3.9, 4.6, 5.1, 5.4, A.3, A.5, E.1, E.2
Parcel(s) Leased by the Catalina Island Company	Section(s) 1.21, 1.24
Peak Season	Section(s) 1.25, 3.5, 5.1, 5.6, B.3
Periods of Fair Weather	Section(s) 1.26, 5.8
Periods of Inclement Weather	Section(s) 1.27, 5.5, 5.8, 6.4
Personal Watercraft ('PWC')	Section(s) 1.28, 8.5
Raft/Rafted Vessel(s)/Rafting	Section(s) 1.21, 1.29, 5.6
Reciprocal Reservation	Section(s) 1.30, 3.1, 3.2, 3.5
Regulations	Section(s) Introduction, 1.34, 2.1, 2.7, 5.2, E.1, E.3
Relinquishment	Section(s) 1.31, 3.7, 3.9
Rigging, Rigging Size	Section(s) 1.18, 1.32, 3.2, 3.3, 4.6, 5.6
Rode	Section(s) 1.33, 1.36, 5.2
Rules, Rules & Regulations	Section(s) Introduction, 1.30, 1.34, 2.1, 2.7, 3.1, 3.2, E.3
Safety Trade(s)	Section(s) 1.35, 3.5, 4.6
Scope	Section(s) 1.36, 5.2
Stringline	Section(s) 1.37, 4.1, 5.2, B.3, B.4
Sublease(d)/Sublease Agreement	Section(s) 1.38, 1.39, 1.43, 1.45, 1.47, 1.48, 2.1, 2.7, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.1, 4.2, 4.4, 4.7, 5.1, 5.5, 5.6, 6.1, 6.2, 6.3, 6.4, A.5
Sublessee(s)/Sublessee Agreement	Section(s) 1.3, 1.4, 1.7, 1.8, 1.13, 1.14, 1.15, 1.21, 1.30, 1.31, 1.32, 1.35, 1.39, 1.46, 1.47, 2.1, 2.7, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.1, 4.2, 4.3, 4.6, 4.7, 5.1, 5.5, 5.6, 5.8, 5.9, 6.1, 6.4, 8.5, A.2, A.3, A.4, A.5, B.2
Sublessor	Section(s) 1.17, 1.23, 1.40, 3.9, A.5
Tackle	Section(s) 1.41, 5.2, 8.3
Tender(s)	Section(s) 1.42, 4.7, 5.5, 5.6
Trade(s)	Section(s) 1.21, 4.8
Transient(s)	Section(s) 1.21, 1.43, 2.1, 3.1, 3.2, 3.5, 5.5, B.2, B.3
Transient Rate(s)	Section(s) 1.44, 3.3, 3.5, 5.6, 5.8, 8.5, B.3
Transient Vessel(s)	Section(s) 1.4, 1.19, 1.21, 1.34, 1.44, 1.45, 1.46, 2.1, 2.8, 3.2, 5.1, 5.6, 5.8, 8.5
Two Harbors' Harbor Department ('THHD')	Section(s) 1.6, 1.13
Unattended Vessel(s)	Section(s) 1.46, 5.5, 5.9, A.3
Upgrade List	Section(s) 1.14, 1.21, 1.35, 1.47, 4.2, 4.3, 4.6, A.2, B.4
Waitlist	Section(s) 1.13, 1.14, 1.21, 1.48, 4.1, 4.4, 4.5, A.1, A.2, B.4
Weekday(s)	Section(s) 1.49, 3.1, 3.5, 5.8
Weekend(s)	Section(s) 1.50, 3.1, 3.5, 5.8
Wells Beach	Section(s) 1.24, 8.1, 8.2, A.1, C.3
Whites Landing	Section(s) 1.24, 5.2, 8.1, 8.2, A.1, B.1, B.4, C.9, C.10