MARINA RULES AND REGULATIONS

OF THE

PORT AUTHORITY OF GUAM

GOVERNMENT OF GUAM

Approved by the Board of Directors On

September 27, 2007

1.08 NO TAMPERING WITH, DEFACING OR REMOVING NOTICES. No person shall tamper with, deface, or remove any notice posted by the Port Authority pursuant to Section 1.07 except the Boat Owner of the vessel or the Lessee assigned to the mooring.

1.09 ENFORCEMENT. All Boat Owners shall permit reasonable inspection at any time of permits, facilities, and conditions of use at all Marina facilities to ensure enforcement of these Rules and Regulations and of local and federal laws by Port Authority personnel and by representatives of local and federal law enforcement agencies.

PART II. DEFINITIONS

2.01 AGREEMENT shall mean the agreement between Boat Owner or authorized representative and the Port Authority for use of Marina property and facilities as required by Section 3.02.

2.02 ANGLING shall mean fishing with a hook and line in an attempt to catch a fish.

2.03 BERTH shall mean a mooring, and include any place where a vessel lies when at anchor or is made fast or is laid alongside.

2.04 BOAT OWNER shall mean and include any person who claims, expressly or otherwise, lawful care, custody, or control of a vessel by virtue or legal title or equitable interest therein which entitles him to possession.

2.05 BUSINESS shall mean all professions, trades, occupations and callings carried on for a profit or livelihood, including every kind of commercial enterprise, and including the operation of games, machines and mechanical devices.

2.06 COAST GUARD shall mean the United States Coast Guard.

2.07 COMMERCIAL VESSEL shall mean a vessel or vessel operator that receives cash, credit or any other form of valuable consideration for activities including, but not limited to, carrying passengers for hire, boat rental, with or without a pilot, para-sailing, tow-boating, water skiing, or other trade or business where the vessel owner or operator must obtain a business license.

2.08 DOCK LENGTH shall mean the length of mooring slip or finger pier from the start of the main dock.

2.09 DPHSS shall mean the Department of Public Health and Social Services, Government of Guam.

2.10 FUELING shall mean the filling of fuel tanks on a vessel, whether removable or fixed, with gasoline or diesel.

2.11 GUAM shall mean the submerged and fast land of Guam and the Government of Guam.

2.12 HIGHWAY shall be synonymous with the word Street.

2.13 HOUSEBOAT shall mean a vessel or floating structure used primarily as a place of residence and which is not primarily used for boating activities involving transportation on water. In order to reasonably and fairly determine whether any such vessel or structure is a Houseboat, the Port Authority may take into consideration the following factors:

(A) Whether it is being actually used as a dwelling or abode;

(B) If used as a dwelling or abode, to what extent and in what manner;

(C) Whether it is actually used for any recreational boating activity or for the landing of fish;

(D) Whether it is so constructed, reconstructed or designed as to be capable of being used for any recreational boating activity or landing of fish in the waters surrounding the Marina; and

(E) The frequency with which it leaves the confines of the Marina.

2.14 LITTER shall be synonymous with the word Refuse.

2.15 LIVING ABOARD shall mean the substantial use of a vessel as a place of residence; and engage in those usual and customary activities associated with a person's residence or abode, such as sleeping, preparation of meals, etc., for any period in excess of seventy-two (72) consecutive hours in any seven (7) day period, unless the vessel is transient and has a holding tank for containment of waste by-products.

2.16 MARINA shall mean a small boat harbor, and include those harbors or portions of harbors, including entrance channels and submerged lands, and any interest in property, whether real, personal, or mixed connected therewith under the care and control of the Port Authority, which are principally used by vessel of less than sixty (60) feet in length for recreational or commercial boating.

2.17 MARINA MANAGER shall mean the person assigned by the Port Manager to manage the day-to-day affairs of a designated Marina.

2.18 MOORING shall be synonymous with the word Berth.

2.19 OWNER shall be synonymous with the words Boat Owner.

2.20 PERSON shall mean any individual, firm, partnership, corporation, trust, association, joint venture, organization, institution, or any other legal entity.

2.21 PERMIT HOLDER shall mean the holder of a valid Use Permit issued by the Port Authority of Guam.

2.22 PORT AUTHORITY shall mean the Port Authority of Guam.

2.23 PORT MANAGER shall mean the General Manager of the Port Authority of Guam, or his duly authorized representative.

2.24 RECREATIONAL VESSEL shall mean a vessel used primarily for recreational purposes where no profit or payment is requested by or paid to the vessel operator or owner.

2.25 REFUSE shall mean any and all types of debris and substances, whether liquid or solid, and materials such as litter, garbage, refuse, rubbish, glass, cans, bottles, paper, wrappings, fish or animal carcasses or any other nauseating or offensive matter or any machinery, appliances or automobile or parts thereof, or any other substances which render Marina lands, water or facilities, unsightly, noxious or otherwise unwholesome, and detrimental to the public health and welfare and to the enjoyment of the Marina waters and foreshores for recreational purposes.

2.26 ROADWAY shall mean that portion of a street or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the shoulder.

2.27 SEAWORTHY shall mean that a vessel shall operate under its own power, shall have an operable electrical system, shall not be in a state of deterioration, shall be water tight (minimal amount of water in bilge), and shall be navigable.

2.28 SLIP shall mean a berth or mooring.

2.29 SLIP WAITING LIST shall be a chronological listing of qualified applicants based upon the date and time they applied to the Port Manager for a slip assignment. The Marina Manager shall assign slips from the list according to availability. The list shall be kept available for public inspection at the Port Manager's Office

2.30 SMALL BOAT HARBOR shall mean a Marina.

2.31 STREET shall mean the entire width between boundary lines of every way publicly maintained in any Marina when any part thereof is open to the public for purposes of vehicular travel.

2.32 TRANSIENT VESSEL shall mean and include any vessel visiting Guam for a period of less than ninety (90) days and/or not registered in Guam under 10 GCA Chapter 69.

2.33 USE PERMIT shall mean an agreement between the Boat Owner and the Port Authority for docking, mooring or anchoring a vessel at a Marina.

2.34 VESSEL shall mean any watercraft or contrivance used or capable of being used as a means of transportation on water.

2.35 VESSEL LOADING ZONE shall mean a portion of a Marina facility reserved for the exclusive use of vessels during loading or unloading of passengers and/or gear and supplies.

2.36 VESSEL LENGTH shall mean the end-to-end measurement of a vessel, taken over the deck, parallel to the water line from the foremost part of the bow to the stern, provided, however, that hull platings, plankings and extensions aside from the hull proper, such as a bowsprit, are not to be included in such measurement; provided, further than an open type vessel or one with a cockpit shall be measured as if a complete deck existed at the upper level of the hull.

2.37 WATER POLLUTION CONTROL DEVICE shall mean any device determined by the Director of DPHSS and the US Coast Guard to be effective in arresting pollution from sewage passing into or through a toilet aboard a vessel or contrivance upon discharge into the water.

PART III. USE OF MARINAS

3.01 GENERAL STATEMENT. The Port Authority's Marinas are primarily used for the purpose of providing moorings for vessels (i) for recreational boating activities involving transportation on water, or (ii) for the landing of fish.

The Port Authority reserves the right to restrict the use of its property or facilities to Boat Owners who observe these Marina Rules and Regulations and who make full and timely payments of their fees and charges.

3.02 AGREEMENT FOR USE OF MARINA PROPERTY AND FACILITIES. Before any vessel may be moored at a Marina, the Boat Owner shall execute a written agreement for the dockage and mooring of said vessel (“Use Permit”) with the Port Authority. The Boat Owner shall follow other procedures and requirements as may be established by the Port Authority to facilitate effective management of such agreements and permits, provided that nothing contained herein shall be construed to restrict the Port Authority’s power to waive the requirements of this Section as the circumstances may warrant.

3.03 USE PERMITS. A Use Permit shall be issued only to a Boat Owner or his authorized representative. A Temporary Use Permit may be issued to any person who has an existing Use Permit to moor the same vessel at any other Marina, or at a private marina or yacht club situated in Guam, provided that such Temporary Use Permit shall not confer any rights to retain the berth upon the expiration of the Temporary Use Permit.

Use Permits shall be issued and/or renewed only if a vessel is determined to be "Seaworthy" as defined in these Rules and Regulations

3.04 PERIOD OF VALIDITY AND RENEWAL OF USE PERMIT. The Port Authority shall issue or renew a Use Permit for any period up to, but not exceeding one (1) year. There shall be no automatic renewal of a Use Permit, and upon the expiration of a Use Permit, all rights of the Permit Holder shall automatically terminate without further notice. No Use Permit shall be issued or renewed unless all terms and conditions of these Rules and Regulations are first met. No Use Permit shall be issued or renewed unless all fees and charges due and payable to the Port Authority have first been paid in full. Permit Holders applying for renewal shall only need provide an updated slip application as long as the vessels registration has not expired.

3.05 REVOCATION OF USE PERMITS. The Manager may cancel and terminate any Use Permit upon a five (5) day written notice to the Permittee for Permittee's failure or refusal to comply with (i) provisions of the permit, including, without limitation, nonpayment of slip fees, (ii) Guam Code Annotated, (iii) the Marina Rules and Regulations, or (iv) for Permittee's use of the Marina facilities that disturbs the peaceful use and occupancy or the public health, safety, peace, welfare and convenience of the users of Marina facilities or the public. Notice shall be deemed served within three (3) working days of the time said notice is deposited in the United States Postal Service, if mailed by first-class mail, postage prepaid, to Permittee's address as designated on the permit. The notice shall specify the applicable provision of the permit, Guam Code, Marina Regulations, or Coast Guard policies with which Permittee has failed or refused to comply, the date and time on or before which Permittee is to vacate the slip, and the cancellation date. Permittee shall be liable for all slip fees accruing prior to the date of cancellation.

3.06 REMOVAL OF VESSEL UPON CANCELLATION OF PERMIT. If Permittee shall fail or refuse to remove his or her vessel from a slip on or before the date of cancellation of his or her permit, the Manager may order and cause the vessel to be removed and stored at the Permittee's risk and expense and retake possession of the slip. A Permittee shall reimburse the Port Authority for costs incurred in moving and storing a vessel. Neither the Port Authority nor any of its officers or employees shall be liable to and a permittee waives all claims for damage to persons and property sustained by a Permittee resulting from the movement of his or her vessel pursuant to this provision.

3.07 CANCELLATION OF USE PERMIT. If the Permittee wishes to cancel a permit, Permittee must deliver a written notice of cancellation to the Port Authority addressed to the Port Authority of Guam, Commercial Division, 1026 Cbras Highway, Suite 201, Piti, GU 96915. The written notice must be received on or before the fifth day of the calendar month in which the cancellation is to be effective and any such cancellation shall be effective only upon the last day of that calendar month.

3.08 REASSIGNMENT OF SLIPS. The Manager shall have the right to temporarily or permanently reassign slip spaces and to move or cause to be moved any vessel so reassigned. A Permittee, by applying for and accepting the use of a slip, a mooring, or other berthing facility shall be deemed to have consented to the reassignment and movement of his or her vessel to another slip, mooring, or other berthing facility for the

proper operation, maintenance, and repair of the Marinas, the size of the vessel exceeds the assigned berth, or in case of an emergency. Permittee further consents to the movement of his or her vessel by Port Authority personnel if, after notice to move his or her vessel is given by the Marina Manager, Permittee fails to comply with any such notice. A Permittee shall reimburse the Authority for costs incurred in relocating and moving his or her vessel to another slip, mooring or other berthing facility. Neither the Authority nor any of its officers or employees shall be liable to and a Permittee waives all claims for damage to persons and property sustained by a Permittee resulting from the movement of his or her vessel.

3.09 INSPECTIONS. All vessels located in a Marina shall be subject to inspection with consent of the vessel owner by the Port Authority or any Guam peace officer at any time for the purpose of enforcing these Rules and Regulations and local and federal law.

3.10 RENTAL OF SLIP DURING ABSENCE OF VESSEL. Before leaving on a trip of more than seventy-two (72) hours, the Boat Owner shall notify the Marina Manager and shall report the duration of time during which the vessel will be away from the Berth. The Port Authority may use or rent the Berth on a temporary basis during the absence of the vessel. If the Boat Owner fails to give such notice and the vessel is absent from the Berth for more than three (3) days, or if the vessel fails to return to the Berth for more than three (3) days after the estimated date of return reported by the Boat Owner, the Port Authority may use or rent the Berth on a temporary basis, and shall have no liability for any inconvenience caused to the Boat Owner should the Berth be occupied upon the return of the vessel, provided that the Berth is vacated within twenty-four (24) hours after the Boat Owner gives notice to the Port Authority of the return of the vessel.

Nothing provided in this paragraph shall obligate the Port Authority to report or account for the whereabouts or absence of a vessel to any party.

3.11 JOINT AND SEVERAL LIABILITY; NONTRANSFERABILITY OF USE PERMITS. All persons whose signatures have been affixed to any agreement with respect to a vessel shall be jointly and severally liable for the full performance of such agreement.

A Permittee shall not give, sell, sublease, assign, or transfer, or attempt to give, sell, sublease, assign, or transfer, whether voluntarily or involuntarily, the use of a designated slip, mooring, or other berthing facility, the permit therefor or any interest therein. Any agreement, whether oral or in writing, between Permittee and any other person, firm, or entity made in connection with the use of a designated slip, mooring, or other berthing facility by a person other than the Permittee, with the use of a designated slip, mooring, or other berthing facility by a vessel other than one owned by the Permittee, with the transfer or ownership of or an interest in a vessel, or with a transfer of an interest in a corporation or partnership (general or limited) or joint venture owning a vessel, by which agreement Permittee attempts to give, sell, sublease, assign, or otherwise transfer the permit, an interest therein, or the right to use the designated slip shall be void and shall constitute grounds for cancellation of the permit.

In the event of the death of the Permittee, the permit may be transferred to the surviving spouse, upon transfer of title to the vessel to such person within a reasonable time after the Permittee's death.

The original Use Permit Holder may, upon written application to and approval by the Port Authority, retain a Use Permit after a vessel has been sold or transferred, provided that within thirty (30) days another vessel with similar and appropriate characteristics is moved into the Berth, and that the appropriate fees and charges have been paid.

3.12 SALE OF ABANDONED VESSELS TO COLLECT DELINQUENT FEES. In the event any vessel or other property is abandoned at a Marina, the Port Authority may, after reasonable notice, institute proceedings pursuant to law to secure the sale of such vessel or property to recover any and all delinquent fees associated with that vessel or property and to cover the costs of removal or disposal.

3.13 CHANGE OF OWNERSHIP, ADDRESS AND OTHER CHANGES TO BE REPORTED. Permittee shall notify the Port Authority in writing within seven (7) days of the date Permittee enters into an agreement for the sale of the vessel and his or her intent to acquire another vessel of appropriate length for occupancy of the slip.

Permittee shall pay slip fees equal to the amount specified in his or her permit for the vessel sold pending the acquisition of another vessel. An extension of an additional period may be granted by the Manager upon submission by Permittee of proof of a contract to purchase or construct another vessel. If Permittee does not acquire and accept delivery of another vessel of appropriate length of the assigned slip within the thirty (30) day period or any extension thereof, the permit shall be cancelled by the Manager.

Permittee shall notify the Port Authority in writing within seven (7) days of any change of ownership in his or her vessel resulting from a gift, sale, lease, withdrawal, addition, or substitution of partners, the sale or transfer of stock in a closely held corporate owner of the vessel or a change of officers or directors of a closely held corporation owning the vessel.

3.14 NUMBERS OR OTHER VESSEL IDENTIFICATION REQUIRED. Owners of all vessels are required by 10 GCA Chapter 69, CFR Title 33 and CFR Title 46 to document and/or number vessels operating in Guam's coastal waters, and must do so prior to obtaining a Use Permit. Transient vessels are exempt from the provisions of this Section, although may be subject to regarding vessel registration under Federal law.

3.15 MOORING PROHIBITED EXCEPT AT ASSIGNED LOCATIONS. A vessel shall not be moored, anchored or stored (i) at a Berth other than that to which it was assigned; or (ii) contrary to directions of the Port Authority. The owner of any vessel moored, anchored, or stored, including any property located on or attached to the vessel, in violation of this Section may be given notice and reasonable time to remove the vessel. If the owner fails to remove the vessel, it may be removed by the Port Authority to an impounding area or other location at the owner's risk and expense and the Port Authority

shall not be liable for any damage caused in doing so. When a vessel is so removed, fees and charges shall be assessed against the Boat Owner, and possession of the Berth the vessel occupied shall revert to the Port Authority. The removal of the vessel to the impounding area shall not be deemed to confer any rights of occupancy in the impounding area occupied by such vessel. The Port Authority may remove a vessel without notice if the Manager directs that the action is necessary to secure the safe and efficient operation of the Marina.

3.16 VESSEL RECONSTRUCTION. Vessel reconstruction or major modification of a vessel shall be undertaken only with written permission and in areas designated by the Port Authority.

3.17 HOUSEBOATS PROHIBITED. No Use Permit shall be issued to the owner of any houseboat.

3.18 RESTRICTIONS ON MOORING VESSELS UTILIZED FOR LIVING ABOARD AT MARINAS. All persons desiring to live aboard vessels berthed or moored within any Marina shall obtain a live aboard permit from the Manager. The Manager may cancel any Use Permit issued by the Port Authority if any person lives aboard a vessel without obtaining a Living Aboard Permit. Such permits shall be subject to the following conditions and limitations:

(A) The berth must be designated as able to accept live aboard vessels by the Manager.

(B) The mooring of the vessel does not interfere with the safe and efficient utilization of the Marina facilities.

(C) The overall length of the vessel for which permission to live aboard is sought must be over twenty (20) feet.

(D) Regardless of the length of occupancy, no person living aboard a vessel shall use the toilet facilities aboard such vessel, unless the vessel has an approved holding tank. The Manager may order that Permittees granted live aboard privileges post notices and seal the toilet facilities and place dye tablets in holding tank.

(E) The vessel conforms with the Port Authority's standards of safety, sanitation and maintenance as prescribed in these Rules and Regulations and the US Coast Guard Boating Regulations.

(F) Additional information may be required by the Port Authority to assess the effect the issuance of a Living Aboard Permit may have on the safe and efficient utilization of Marina facilities for recreational boating activities and promotion of the fishing industry. No permit to live aboard a vessel shall be issued by the Port Authority unless the application and supporting information clearly shows that it is not contrary to the public interest, or is otherwise lawful.

(G) Only the Boat Owner, Co-Boat Owner, the spouse of each, and legal dependants shall be issued a permit to live aboard a vessel at a Marina. No Living Aboard Permit shall be issued for a vessel owned by a corporation.

(H) A Living Aboard Permit may also be issued to:

(1) The owner, master, crew and passengers of a transient vessel or other vessel visiting the Marina for a period not to exceed three (3) months in any calendar year;

(2) The owner, master, and crew of a vessel more than 65 feet in length if the Port Authority determines that it is necessary for such personnel to be on board to maintain the vessel and gear;

(3) A Boat Owner may be issued a Living Aboard Permit for one vessel custodian to live aboard for a period not to exceed eight (8) months during the temporary absence of the owner from Guam, provided that such living aboard is deemed necessary under the circumstances by the Port Authority.

3.19 INSURANCE REQUIREMENTS. All commercial vessels licensed to conduct commercial business at the Marinas are required to maintain insurance pursuant to the following limits: (a) Property Damage Liability Insurance of $20,000 for property damage in any one accident; (b) Third Party Bodily Injury Liability Coverage of $25,000 per person/$50,000 aggregate for all persons injured in any one accident; and Fuel/Oil Spill Liability Coverage of $20,000. Recreational boat owners are encouraged to form a cooperative for the purpose of acquiring sufficient boat insurance at reasonable rates.

3.20 SUBMISSION OF APPLICATION FOR SLIP. An eligible applicant seeking an assignment of a boat slip will submit an application in writing to the Port Authority together with registration of proper vessel ownership, length, beam, and depth. An application will not be accepted from a perspective Boat Owner unless it contains proof of a boat purchase, current registration, and boat delivery within three (3) months of the application date. Slip applications shall be accepted on a “First Come, First Served” basis. If no slips are available, applicant will be placed on an established Slip Waiting List that will be maintained at each Marina when necessary. As slips become available, the first name on the list, determined by application date, will be offered the slip. If the slip is declined, the next applicant will be contacted.

3.21 ASSIGNMENT OF SLIPS. Slips are assigned on a “First Come, First Served” basis in the order of the dates the applications are received by the Port Authority. The assignment of slips and the location of the slips to be assigned shall be made by the Port Manager and shall be adequate for the size of the applicant's vessel.

3.22 AS IS. Slips are leased in “As Is” condition.

3.23 LIABILITY. Boat Owners shall assume responsibility for any damage caused by their negligence to the Marinas and/or adjacent boats by their vessels, themselves, or their guests while occupying, approaching or leaving the slip, and while embarking to or disembarking from the boat and while docking. Any claims against the Port Authority, the Government of Guam, its agents, and employees for loss or destruction of, or damage to, the vessel or anything therein or thereon from any cause whatsoever, or for the injuries to the Boat Owner, any person, or any property that may be sustained by the Boat Owner's use of the Marinas shall be made pursuant to the Guam Government Claims Act.

3.24 UTILITIES. The availability and use of electrical power and water at the Marinas and the charge for the usage is included in the flat rate for the slip. Boat Owners found connected to unauthorized power sources will be subject to a fine and will have their power cords confiscated. A second violation may result in expulsion from the Marinas. Water is provided at the Boat Ramps for the use of the boating public to rinse their vessels and maritime equipment only. Any other use of this water is prohibited.

3.25 INOPERABLE VESSELS. Permittees shall, upon request, demonstrate or allow inspection by Port Authority employees or representatives of vessels under permit for seaworthiness. Seaworthiness will be determined by the criteria set in Section 2.25 in these Rules and Regulations. Any vessel determined to be unseaworthy shall be posted with a notice to repair or remove from the slip space. A copy of said notice shall be mailed to the slip permittee. If the permittee fails or refuses to repair or remove the vessel or is unable to provide proof that parts have been ordered or repairs are scheduled within 30 days of the posting and mailing of notice to the permittee, the Manager may cancel the slip permit and move or cause to be removed and impounded such vessel at the Permittee's expense.

3.26 HAZARDOUS CONDITIONS PROHIBITED**.** Floats, gangways, tops of lockers and docks shall be kept clear at all times of skiffs, dinghies, boat gear, debris, hazardous or flammable materials, and other equipment. Only boarding steps approved by the Port Authority are permitted on the docks. No boarding step shall be more than eighteen (18) inches wide and three (3) feet long, unless written permission is obtained from the Port Authority upon the determination that steps exceeding these measurements are necessary. Boarding steps shall be easily movable, and shall not be used as a storage locker and may not obstruct passage on any dock or float.

3.27 EMERGENCY BOARDING OF VESSELS. The Port Authority reserves the right to board any vessel in the Marinas in case of an emergency. The Port Authority reserves the right to determine emergency situations based on the threat to persons or property, and the immediacy of any necessary action.

PART IV. ENVIRONMENT, HEALTH AND SAFETY

4.01 GENERAL STATEMENT. The Federal Government has implemented the Coastal Zone Act Re-authorization Amendments (CZARA) of 1990, The Water Pollution Control Act,

Oil Pollution Act of 1990, Marine Plastic Pollution Research and Control Act and the Clean Vessel Act of 1992. Likewise Guam has adopted the Guam Water Pollution Control Act, Title 10, GCA Chapter 47. These regulations are enforced by the U.S. Coast Guard, Guam Environmental Protection Agency, and the Guam Coastal Management Program. The following regulations are designed to conform to these programs.

4.02 STANDARD. All vessels and any property or facility used at a Marina shall at all times be maintained in a condition of reasonable appearance, cleanliness and sanitation so as not to be unsightly, constitute a common nuisance, or a potential danger to public health or the environment.

4.03 MARINE TOILET RESTRICTIONS.

(A) Federal Law and Local Law makes it illegal to discharge raw sewage from a vessel within U.S. Territorial Waters. No toilet on a vessel shall be operated so as to discharge any untreated sewage directly or indirectly into the waters of a Marina. All vessels with an installed toilet must be equipped with a certified Type I, Type II or Type III Marine Sanitation Device (MSD). Vessels under 65 feet may have any of the three types, vessels over 65 feet must have a Type III device. Type I and II devices must display a certification label affixed by the manufacturer.

(B) No person on a vessel equipped with a toilet shall use, or permit the use of, a toilet on the waters of a Marina unless the toilet is equipped with a Water Pollution Control Device in good operating condition.

(C) No person shall live on board a vessel in any Marina unless it contains one or more toilets equipped with a Water Pollution Control Device in good operating condition.

(D) Vessels with Portable toilets are not required to comply with the MSD Requirements. Portable toilets should be properly emptied on shore in appropriate facilities.

4.04 NO DISCHARGE OR CONSTRUCTION OF WASTE OUTLETS. Pursuant to Title 10 Guam Code Annotated Chapter 47, the following activities are prohibited:

(A) Discharge of any waste or refuse into the waters of a Marina so as to reduce the quality of the water below the standards of water quality adopted in Guam Water Pollution Control Act.

(B) Construct, install, modify, alter, or operate any treatment works or part thereof or any extension or addition thereto.

(C) Construct or use any outlet for the discharge of any waste or refuse into the waters of a Marina.

4.05 LITTERING OR POLLUTING LAND OR WATER PROHIBITED. No person shall throw, place, leave, deposit, abandon, or cause any litter or refuse to be dumped at a Marina, or in its waters, except in receptacles designated by the Port Authority for the

disposal of such materials. No person shall use containers or other disposal facilities at a Marina for disposing of litter or refuse brought into the Marinas, except when the litter or refuse is generated by a vessel's voyage.

4.06 NO REFUSE KEPT. No person shall have or keep on a vessel any offal, garbage, decaying matter, or any other matter which gives off an offensive odor, or may constitute a health hazard, except when the same is being disposed of as garbage and is kept in a receptacle that is kept closed with a tight fitting cover at all times except when being filled or emptied. No person shall have or keep on a vessel any article or substance that may allow flies to breed, unless the article or substance is kept securely protected from flies. No refuse or waste of any kind shall be placed, dumped or permitted to accumulate or remain on any vessel, or in the vicinity of any vessel, that may create a breeding place for rodents.

4.07 BACKFLOW PREVENTION DEVICE REQUIRED. No person shall connect a vessel's water supply system, siphon or other device, equipment or mechanism to a Marina portable water supply system, or operate any device, equipment or mechanism connected to the water supply, unless an approved Back-flow Prevention Device has been installed at the faucet or other point of connection. An "Approved Back-flow Prevention Device" means a back-flow prevention device that meets the requirements contained in Standard 1001, American Society of Sanitary Engineers of the Uniform Plumbing Code adopted by the International Association of Plumbing and Mechanical Officials (IAPMO).

4.08 NO DISCHARGE OF FUELS. No person shall discharge or cause to be discharged oil (including emulsified oils and excessive, unburned fuels from engine exhaust), spirits, flammable liquids or contaminated bilge water onto the waters or lands of the Marinas, or into any drains in the Marinas.

4.09 LAUNDRY. Laundry of any type or any item of a personal nature shall not be hung to dry out, or air, in public view aboard any vessel or any pier.

PART V. FIRE SAFETY AND VESSEL EQUIPMENT REQUIREMENTS

5.01 GENERAL STATEMENT. The provisions of this part are not intended to limit the powers of any federal agency or the Chief of the Guam Fire Department.

5.02 STANDARD. All vessels, property and facilities at a Marina shall be used in such a manner and maintained in such condition as not to constitute a potential fire hazard. The failure to comply with any statute, rule, regulation, standard or ordinance relating to fire safety will violate this Section. All equipment and fire fighting materials must conform to National Marine Manufacturers Association.

5.03 APPLIANCES AND ELECTRICAL WIRING. All cooking or heating appliances machinery, equipment, utensils or apparatus used at a Marina that could cause a fire

shall be constructed, installed, wired, situated, maintained, and used so as to meet the standard set out in Section 5.02.

5.04 FIRE EXTINGUISHING EQUIPMENT. Any vessel utilizing the waters of a Marina shall be provided with approved fire extinguishers as prescribed by the United States Coast Guard Boating Safety Regulations. The fire extinguishers shall at all times be maintained in good and serviceable condition for immediate and effective use and shall be readily accessible.

5.05 FUELING RESTRICTED. The fueling of vessels at a Marina where a marine fueling station has been established shall be restricted and only carried out at that station.

(A) Prior to fueling a vessel at a Marina, the operator shall:

(1) Securely moor the vessel.
(2) Stop all engines, motors, fans, and devices liable to produce sparks.
(3) Extinguish all fires.
(4) Open all ports, windows, doors and hatches.

(B) The operator fueling a vessel at a Marina shall:

(1) Refrain from smoking, striking matches or throwing switches.
(2) Keep the nozzle of hose, or can, in continuous contact with fuel opening to guard against static sparks.

(C) After fueling is completed, the operator shall:

(1) Close fill openings.
(2) Wipe up all spilled fuel.
(3) Permit vessels to ventilate for at least 5 minutes before closing ports, windows, doors and hatches.
(4) Check to ensure that there are no fuel fumes in the bilges or below deck spaces before starting machinery or lighting fires.

5.06 SMOKING PROHIBITED. Smoking is prohibited at a Marina when so prescribed by signs. Regardless of the Port Authority's failure to post signs, no smoking or lighting of a match or any other fire creating device is permitted within fifty (50) feet of any fueling operation or station.

5.07 EMERGENCY EXITS REQUIRED. Each vessel is required to provide adequate exits to afford sufficient paths of escape in case of emergency. The number and location of such exits shall be commensurate with the size, type and make of each vessel.

5.08 OPEN FIRES TO BE CONTROLLED. Charcoal grills and similar open fire cooking devices shall, while lighted, be attended at all times.

5.09 LIFE SAVING EQUIPMENT REQUIRED. Any vessel utilizing the waters of a Marina shall be equipped with approved lifesaving devices as prescribed by the United States Coast Guard Boating Safety Regulations. Life saving equipment shall at all times be kept in good and serviceable condition for immediate and effective use, and shall be readily accessible.

5.10 FIRE SIGNAL FOR VESSELS IN MARINA. Five prolonged blasts on a vessel's whistle, horn or other sound producing device shall signal either (i) a fire on board a moored vessel or (ii) a fire at any facility to which a vessel may be moored. The words "prolonged blasts" used in this Section shall mean a blast of from four (4) to six (6) seconds duration. This fire signal shall not be used for other purpose at any Marina.

PART VI. MAINTENANCE AND STORAGE

6.01 GENERAL STATEMENT. All vessels and other personal property and facilities at a Marina shall be kept in a good condition of repair, maintenance, neatness and orderliness so as not to constitute a common nuisance, a danger to person or property, or an obstruction to proper public use.

6.02 STORAGE. No person shall store supplies, material or equipment on catwalks, piers, sidewalks, parking areas or any other public area at a Marina, except (i) in areas set aside by the Port Authority for storage purposes or (ii) with the prior approval of the Port Authority.

6.03 SPECIAL AREAS. The Port Authority may designate special areas to be used only for specific purposes or operations, which shall be designated by signs.

6.04 CONSTRUCTION OF STRUCTURES. No buildings or structures of any nature whatsoever shall be erected or constructed at a Marina except in accordance with the provisions of a Construction Permit issued by the Port Authority prior to the commencement of construction. The Port Authority may require plans, specifications and other pertinent data to accompany or supplement any Construction Permit application. Upon completion, inspection and acceptance of any mooring and related facilities constructed by others under the provisions of this Section, such facilities shall become the property of the Port Authority provided, however, that the Port Authority may grant preferential, but not exclusive use, of the facilities constructed by the Permit Holder for a period not exceed ten (10) years. The Permit Holder shall maintain the mooring facility while the Construction Permit remains in effect. The Permit Holder shall, concurrently with the execution of the Construction Permit, deliver to the Port Authority a Comprehensive General Liability Insurance Policy or policies, or a certificate of insurance in lieu thereof, providing evidence that such policy has been issued and is in force, with minimum limits of not less than $100,000 for bodily injury to one person and $300,000 for bodily injury to more than one person per occurrence and $50,000 for damage to property per occurrence. The specification of limits contained herein shall not be construed in any way to be a limitation of the liability of the Permit Holder for any injury or damage.

Such insurance shall (i) be issued by an insurance company or surety company authorized to do business in Guam and approved by the Port Authority; (ii) name the Government of Guam and the Port Authority as additional insured parties; (iii) provide for the Port Authority to be notified at least thirty (30) days prior to any termination, cancellation or material change in its insurance coverage; (iv) cover all injuries, losses or damages arising from, growing out of, or caused by any acts or omissions of the Permit Holder, its officers, agents, employees, invitees or licensees, in connection with the Permit Holder's use or occupancy of the Premises; and (v) be maintained and kept in effect at the Permit Holder's own expense throughout the life of the Use Permit.

The Permit Holder shall at all times with respect to the facilities occupied at a Marina use due care for public safety and shall defend, hold harmless and indemnify the Port Authority against all claims or demands for damages, including claims for property damage, personal injury or death, (i) arising on the facilities, or by reason of any fire or explosion thereon; or (ii) arising from, growing out of, or caused by any act of omission on the part of the Permit Holder, its officers, members, agents, employees, invitees or licensees, in connection with the use or occupancy of the facilities.

6.05 GEAR LOCKERS. No person shall construct a gear locker at a Marina without the prior written approval of the Port Authority as provided in Section 6.04 above.

PART VII. BOAT OPERATION

7.01 GENERAL STATEMENT. The provisions of this Section shall govern the operation of vessels within Marina waters. Nothing contained in this Section shall be construed to limit the authority of federal or local authorities, the United States Coast Guard, or the Port Authority's Harbor Master.

7.02 NAVIGATING AND MOORING VESSELS IN MARINA. Whenever a vessel enters a Marina, the operator shall immediately come under the jurisdiction of these Marina Rules and Regulations. Such vessel shall be operated, navigated, moored or stored in accordance with the direction of the Port Authority.

7.03 INTERFERENCE WITH NAVIGATION. No person shall operate any vessel in a manner that may unreasonably interfere with other vessels or the free and proper navigation of waterways. Anchoring in heavily traveled channels or water ways shall constitute such interference.

7.04 PILOT. Every person operating a vessel in a Marina or through channels or entrances leaving or approaching such Marina shall do so at their own risk. A boat owner or operator may hire a local pilot at his own expense to enter any Marina.

7.05 VESSEL LOADING ZONE. "Vessel Loading Zone" shall mean a portion of a Marina facility reserved for the exclusive use of vessels during loading or unloading. No person shall stop or moor a vessel for any purpose other than for the expeditious loading, or

unloading in any place marked as a Vessel Loading Zone during the hours when the regulations applicable to such loading zone are effective. Except as otherwise prescribed by signs, the use of a Vessel Loading Zone by any one vessel shall not exceed 30 minutes. No person shall leave a vessel unattended at a Vessel Loading Zone. Fueling may take place at a designated loading zone only if there is no designated fueling facility at a Marina.

7.06 NO WAKE. Boat operators shall observe a “No Wake Speed” in the Marinas and around all docking areas. The "No Wake Zone" shall commence at 100 yards inside the channel entrance marker.

PART VIII. SEVERE WEATHER PROCEDURES

8.01 GENERAL STATEMENT. Located in an area commonly known as "Typhoon Alley" Guam can expect to be affected by severe weather several times a year. It is the responsibility of all boat owners to properly secure their vessels at times of severe weather.

8.02 WEATHER WARNINGS AND CONDITIONS OF READINESS. The Port Authority of Guam adheres to the Condition of Readiness system developed by the Office of Civil Defense. The Conditions of Readiness are based on the onset of damaging winds of 39 mph sustained to the island.

A. COR 4

- Damaging winds may arrive on-island within 72 hours
- Normal day to day activities

B. COR 3

- Damaging winds may arrive within 48 hours
- Review, update your family disaster plan
- Buy & replenish supplies for your disaster supply kit
- Fill up car(s) with gas
- Secure outdoor objects
- Prepare household for long term power & water loss (laundry, outdoor cooking, etc.)
- Tune into radio and / or television

C. COR 2

- Damaging winds may arrive within 24 hours
- Close & secure shutters
- Fill containers with water
- Move vehicles to a secure & protected area
- Review Family Disaster Plan with entire family
- Seek Emergency Shelter if home is not fully concrete or prepared to withstand damaging winds.

- Tune into radio and / or television.

D. COR 1

- Damaging winds are occuring or expected within 12 hours
- Only Mission Essential Personnel & Vehicles Allowed Outside
- Tune into radio and / or television

8.03 STORM PREPARATION. All tenants of the Agat Marina and Gregorio D. Perez Marina/Harbor of Refuge upon declaration of Condition of Readiness (COR) 3, shall commence planning and preparation of securing of vessels. Any vessel that is not properly secured and causes damage to another vessel or Port Authority docks or property will be held liable for such damage

8.04 SECURING OPTIONS. Upon declaration of COR 3, marina tenants may choose to begin to undertake any of these three options:

A. Secure vessel in the Harbor of Safe Refuge. Vessel owners may contact the Harbor Master's Office to make the necessary arrangements. Further instructions on using the Harbor of Refuge can be found in Annex I attached to this document.

B. Secure vessel on land at owners/tenants residence

C. Secure vessel at current slip/mooring. The tenant shall be responsible for securing and protection of vessel in its current slip/mooring. Any vessel that is not properly secured and causes damage to another vessel or Port Authority docks or property will be held liable for such damage. It is the responsibility of the vessel owner contact the Marina Manager to authenticate that vessel has been properly secured prior to the onset of severe weather.

8.05 EMERGENCY OPERATIONS CENTER. The office of the Harbormaster, located on the third floor of the Administration building will be the Port Emergency Operations Center (Port EOC). The Port EOC will coordinate the activation and manage the emergency operations before, during and after the typhoon.

8.06 CONDITION 1. Upon declaration of Typhoon Condition 1, the Port Authority compound and facilities are secured. Only designated and essential personnel will remain on duty at the Port EOC where they will be locked down for emergency response until the passing of the typhoon. These personnel will prepare for post typhoon response and recovery as soon as Condition 4 is declared.

PART IX. COMMERCIAL ACTIVITIES

9.01 GENERAL STATEMENT. No regular or extensive use of any Port Authority property or facilities at a Marina for private gain or private purposes shall be permitted without corresponding and reasonable benefits and returns to the Port Authority and to the public.

9.02 COMMERCIAL ACTIVITIES. No person shall engage in any business or commercial activity at any Marina without (i) prior written approval of, or (ii) the proper execution of an agreement with, the Port Authority. .

9.03 NO SOLICITATIONS OR ADVERTISEMENTS. Without limiting its generality, the words, "business or commercial activity" as used in Section 8.02 above, shall include any (i) soliciting, and (ii) distribution of advertisements or circulars, intended for private gain or private purposes.

9.04 NO PRIVATE SIGNS. No person shall post or display any signs at a Marina without the prior written approval of the Port Authority, except that signs that strictly relate to the sale of a vessel and have maximum dimensions of three (3) feet by three (3) feet shall be permitted on the vessel without approval.

PART X. PUBLIC USE OF MARINAS

10.01 GENERAL STATEMENT. The laws of Guam, prescribed in the Guam Code Annotated, and these Rules and Regulations properly promulgated, shall govern the conduct of any person coming into or remaining at a Marina. The provisions of this Section are intended to facilitate the effective management of the Port Authority's property and facilities at a Marina.

10.02 RESTRICTED AREAS. Only persons authorized by the Port Authority may enter or remain upon restricted areas of a Marina set aside by the Port Authority, and designated by signs, buoys or other markings.

10.03 LOST, ABANDONED, OR MISLAID PROPERTY. Any person finding lost, abandoned, or mislaid articles at a Marina shall report or turn articles over to, either the Harbor Police or the Marina Manager. If any lost, abandoned, or mislaid property or article, including vessels or other contrivances, remain unclaimed for thirty (30) days, it may be deemed as permanently abandoned and subject to disposal by the Port Authority as follows:

(A) In the case of property with an identifiable owner, the thirty-day period will begin to run on the day the owner is notified of the possession of the property. If the owner has been identified but cannot be notified, and the Port Authority has made reasonable efforts to notify the owner, the property will be considered as permanently abandoned and may be disposed of after thirty days from the date of recovery.

(B) In the case of property with no identifiable owner, the thirty-day period shall begin to run on the day that the property is recovered. The Port Authority will make reasonable efforts to identify an owner before disposal of the property.

(C) In either case, after the thirty-day period has passed, the Port Authority may use its discretion in disposing of the property either through re-utilization by the Port Authority, destruction, or disposal by a public auction or a sealed bid sale.

10.04 NO SWIMMING. No swimming is permitted in the waters within the Agat Marina or the Gregorio Perez Marina and within the channel and channel entrances. AUTHORIZED FISHING AREAS AND FISHING METHODS. Fishing is prohibited within 100 feet of any berthing area or boat slip within a marina. Angling is the only approved method of fishing within a Marina. When angling, no more than three (3) hooks may be attached to the main line, and no snagging methods shall be used.

10.05 NO NET OR TRAP DEVICES. No net or trap devices of any kind shall be used for fishing in a Marina.

10.06 NO TAMPERING WITH OR DAMAGING VESSELS OR PROPERTY. No person shall willfully and maliciously destroy, injure, deface, disturb or tamper with any of Port Authority's property or facilities or private property belonging to others, including but not limited to, any vessel, mooring or anchorage of any vessel, signs, buoys, floats, notices, buildings, lawn, or any other property, real or personal.

10.08 DOGS. All dogs must be on a leash, as per the Guam Leash Law, and accompanied by its owner at all times while in the Marina facilities. Dogs may accompany their owners on a dock or pier only while proceeding to the owner's vessel.

10.09 LOITERING PROHIBITED. Sleeping, loitering or camping with intent to remain for a period of more than four hours in any Marina is prohibited, except on board a vessel moored at the Marina with a proper Use Permit from the Port Authority.

10.10 PERSONS VISITING OR USING MARINA FACILITIES DO SO AT THEIR OWN RISK. The Port Authority does not assume any responsibility for loss of or damage to property or for injury or death. Persons visiting or using a Marina do so at their own risk.

10.11 WATER SKIING AND JET SKIS. Water skiing and jet skis are prohibited within the channels and channel entrances of the Marinas.

10.12 EXCESSIVE NOISE. Excessive noise that may interfere with the comfort and repose of others in the Marinas is prohibited.

10.13 DISTURBANCE. No obscene acts, drunkenness, profane language, or discharging of firearms in the Marinas or in adjacent parking areas shall be permitted at any time.

10.14 PARKING RESTRICTIONS. Except as otherwise authorized by the Port Authority, no person shall stop, park or permit a motor vehicle to stop or park at a Marina:

(A) In front of a driveway or at the side of a launching ramp.
(B) For the purpose of washing, polishing, greasing or repairing a vehicle, except for minor repairs necessary to remove the vehicle to an authorized area or from a Marina.
(C) Other than in accordance with officially posted signs.

(D) For more than seventy-two (72) hours.

10.15 REMOVAL OF VEHICLES. The Port Authority shall have the authority to detain, tow, move, or cause to be moved any motor vehicle to an impounding area at the owner's risk and expense without liability for any damage which may result when a vehicle is parked in violation of Section 10.06.

PART XI. FEES AND CHARGES

11.01 GENERAL STATEMENT. Fees and charges relative to the use of the Port Authority's property and facilities at a Marina shall be (i) based on the expenses of operation, maintenance and improvements at the Marina, (ii) reasonable, and (iii) fixed with due regard to the primary purposes of providing public recreational facilities and promoting the fishing industry. Nothing contained in this Part shall be construed to limit the authority of the Port Authority to assess any reasonable fees and charges in addition to those specifically provided for herein.

11.02 PAYMENT, DELINQUENCY AND LIENS.

(A) Security Deposit. The Holder of a Use Permit shall, in addition to paying fees and charges as they become due, deposit with the Port Authority in legal tender or in such other form as may be acceptable to the Port Authority an amount equal to one (1) month fees and charges as security for the faithful performance of the terms and conditions specified herein. This deposit will be returned, without interest, to the Permit Holder upon termination of the Use Permit provided that all terms and conditions have been fulfilled to the satisfaction of the Port Authority. In the event a Permit Holder has not fulfilled all terms and conditions, the Port Authority may declare the deposit forfeited, or apply it as an offset to any amounts owed or any damages or loss caused to the Port Authority by the breach of such terms and conditions by the Permit Holder. The retention of a security deposit shall not prejudice the right of the Port Authority to institute action for the recovery of debts or damages against the Permit Holder, or to take any further action as may be provided for by these Rules and Regulations.

(B) Advance Payment Required. As a prerequisite to the issuance of a Use Permit, the Permit Holder shall pay a security deposit pursuant to Section 11.02(A) of these Rules and Regulations, and pay one (1) month's fees and charges and any other fees and charges that may be due and payable to the Port Authority in advance; provided, that, if the effective date of the Use Permit is other than the first day of the month, charges shall be prorated for the balance of the month and these prorated charges and an additional one (1) month's fees and charges shall be paid in advance.

(C) Method of Payment of Fees and Charges. Fees and charges shall be paid in advance without notice or demand on the first day of each and every month during the life of the Use Permit, except that the amounts due for the first month

shall be paid prior to the issuance of the Use Permit as described in Section 11.02 (B) of these Rules and Regulations.

(D) Notification of Termination. A written notice of intent to vacate a Berth at a Marina must be received by the Port Authority from the Boat Owner at least thirty (30) days in advance of the termination date as prescribed in Section 3.07 of these Rules and Regulations. The owner shall be liable for the full amount of the monthly fees and charges if such notification is not provided.

(E) All fees and charges shall become delinquent thirty (30) days after they become due and payable.

(F) Without prejudice to any other remedy available to the Port Authority, and regardless of the amount of the delinquency, a service charge of $25 will be added on the past due balance if any part remains unpaid thirty (30) days or more after the fees and charges have become due and payable. The service charge and collection charge shall continue to be assessed until the delinquency is paid in full. In the event unpaid fees or charges are referred to an attorney for collection, the owner shall be liable for the payment of the Port Authority's reasonable attorney's fees.

(G) In the event that fees and charges have accrued in favor of the Port Authority, and have not been paid as provided by these Rules and Regulations, the Port Authority may, after reasonable notice, take possession of the vessel, its tackle, apparel, fixtures, equipment and furnishings, and may retain possession of the vessel until all charges have been paid. This remedy is in addition to any other means of securing payment that may be available to the Port Authority in local or federal law.

11.03 MOORING AND RELATED FEES. Small craft used for recreation or living aboard, documented yachts and commercial vessels engaged or occupying berths in Port Authority Marinas, shall pay mooring and other fees pursuant to the then in effect fees and charges duly set by the Board of Directors of the Port Authority. The Schedule of Mooring Fees is as follows:

MOORING FEES FOR VESSELS BASED IN GUAM

A) RECREATIONAL VESSELS

AGAT MARINA

SLIP LENGTH	PER FOOT	PER MONTH
25'	$5.50	$137.50
40'	$5.50	$220.00
60'	$5.50	$330.00

GREGORIO PEREZ MARINA (HAGATNA)

SLIP LENGTH	PER FOOT	PER MONTH
20'	$2.00	$40.00
30'	$2.00	$60.00
40'	$2.00	$80.00
Outer Basin charge per vessel foot	$1.50	

B) COMMERCIAL VESSELS

AGAT MARINA

OVERALL LENGTH	PER FOOT	PER MONTH
25'	$8.50	$212.50
40'	$8.50	$340.00
60'	$8.50	$510.00

GREGORIO PEREZ MARINA (HAGATNA)

SLIP LENGTH	PER FOOT	PER MONTH
20'	$3.50	$70 00
30'	$3.50	$105.00
40'	$3.50	$140.00
Outer Basin Charge per vessel foot	$2.50	

C) LIVE ABOARD VESSELS

AGAT MARINA

SLIP LENGTH	PER FOOT	PER MONTH
25'	$6.50	$162.50
40'	$6.50	$260.00
60'	$6.50	$390.00

GREGORIO PEREZ MARINA (HAGATNA)

SLIP LENGTH	PER FOOT	PER MONTH
20'	$6.00	$120.00
30'	$6.00	$180.00
40'	$6.00	$240.00
Outer Basin Charge per vessel foot	$5.00	

MOORING FEES FOR TRANSIENT VESSELS OR SMALL CRAFT OCCUPYING MOORINGS

Vessels on a cruise, intending to remain in a Marina for a period of less than one (1) month, shall not be required to make the security deposit referred to in Section 10.02 of these Rules and Regulations. In lieu thereof, they shall pay fees and charges in advance, based on the rates applicable to the Marina visited and the berth to which the vessel is assigned, as follows:

A) RECREATIONAL VESSELS

AGAT MARINA

SLIP LENGTH	PER FOOT	PER MONTH
25'	$6.00	$150.00
40'	$6.00	$240.00
60'	$6.00	$360.00

GREGORIO PEREZ MARINA (HAGATNA)

SLIP LENGTH	PER FOOT	PER MONTH
20'	$6.00	$150.00
30'	$6.00	$180.00
40'	$6.00	$240.00

B) COMMERCIAL VESSELS

AGAT MARINA

OVERALL LENGTH	PER FOOT	PER MONTH
25'	$9.50	$237.50
40'	$9.50	$380.00
60'	$9.50	$570.00

GREGORIO PEREZ MARINA (HAGATNA)

OVERALL LENGTH	PER FOOT	PER MONTH
20'	$9.50	$190.00
30'	$9.50	$285.00
40'	$9.50	$380.00

11.04 FEES FOR BERTH RESERVATIONS FOR VESSELS TEMPORARILY ABSENT. Any holder of a Use Permit who has applied as provided for in these Rules and Regulations to retain the rights to use an assigned Berth upon completion of a cruise or repairs shall continue to pay fees and charges during the absence of the vessel from the Berth at the prescribed rate. During such absence, the Port Authority may issue a Temporary Use Permit for the use of the Berth and shall charge the normal mooring fee to the temporary user.

11.05 LEASE AGREEMENTS. The Port Authority may, by lease, permit or mooring agreement, in accordance with law, grant the use or possession of Marina facilities. Such leases, permits or agreements shall provide for payments of rentals, fees and charges, in lieu of and notwithstanding the provisions for fees and charges specified in these rules.

11.06 DRY STORAGE

(A) The Port Authority may designate a location on land at a Marina facility to allow a Boat Owner holding a valid Use Permit to moor the vessel for a period not to exceed 10 working days in any calendar year to refurbish or repair such vessel without payment of a dry storage fee; provided that suitable space is available

and that any such storage will not unduly interfere with safe and efficient public utilization of Marina facilities. The Permit Holder shall, however, not be entitled to a reduction in mooring fees applicable to the temporarily vacated Berth.

(B) Vessels, vessels upon trailers, or empty boat trailers, may, with the prior approval of the Port Authority, be stored on land at a Marina; provided that suitable space is available and any such storage will not unduly interfere with safe and efficient public utilization of Marina facilities. Except as provided in subsection (A) above, the fee for the storage of vessels or boat trailers on land at a Marina shall be as follows:

(1) Vessels stored on land: $0.50 per foot of vessel length or per foot of cradle length per month, whichever is greater, with a minimum charge of $8.00 per vessel per month.

(2) Empty boat trailer: $8.00 per month.

(2) Vessel on a trailer: $0.50 per foot of vessel length or per foot of cradle length per month, whichever is greater, with a minimum charge of $8.00 per vessel per month.

(3) The charges for one-half (1/2) month or less shall be one-half (1/2) of the monthly rate.

(C) Boating equipment or other items used in connection with boats moored at Marinas may be stored at such Marinas, with the prior approval of the Port Authority, if it can be done without unduly interfering with the safe and efficient public utilization of Marina facilities. The charges for the use of such storage space shall be $0.50 per square foot per calendar month for open storage on paved areas; and $0.30 per square foot per month for open storage on unpaved areas; with a minimum charge of $1.50 per month. For less than one-half month, the charge will be one-half of the above full monthly rate.

(D) The Port Authority shall not be responsible for any claim for loss or damage by reason of theft, fire, or any other cause in connection with any personal property stored at a Marina.

11.07 MOORING FEES FOR FACILITIES CONSTRUCTED BY OTHERS. Where a mooring facility is constructed by others pursuant to Section 6.04 of these Rules and Regulations, the Berth rate for the Permit Holder while the Use Permit remains in effect, shall be thirty percent (30%) of the rate established in Section 11.03 of these Rules and Regulations until the cost of the construction is offset. All other fees set forth herein shall apply in full.

11.08 WAIVER OF FEES. The Port Authority reserves the right to waive or reduce any fees or charges contained in this Part as may be appropriate.

11.09 SALVAGE FEE. The owner of a vessel in danger, saved, rescued or secured pursuant to these Rules and Regulations shall be charged a fee for services and materials based on prevailing commercial rates plus 10% by the Port Authority.

11.10 FEE FOR WATER USAGE AT BOAT RAMPS. Usage of water at Marina owned boat ramps for the rinsing of vessels or equipment, as provided in Section 3.24 of these rules and regulations, will be allowed by permit only. The permit fee for one year is $25.

PART XII. COMPLAINTS, DISPUTES, AND APPEALS

12.01 COMPLAINTS AND DISPUTES. Any person or entity who may be aggrieved by the application or interpretation of these Rules and Regulations shall submit a complaint in writing stating as such to the General Manager of the Port Authority of Guam, who shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve said complaint or dispute.

12.02 ISSUANCE OF DECISION. If the complaint or dispute is not otherwise resolved by mutual agreement, then within thirty (30) days after receipt of the written complaint, the General Manager of the Port Authority of Guam shall issue a written decision responding to the complaint. The decision shall: (i) state the Port Authority's findings and reasons for the action taken; and (ii) inform the complainant of its right to judicial review. A copy of any decision issued under this subsection shall be mailed or otherwise furnished immediately to the complainant and any other party intervening.

12.03 APPEAL FROM AGENCY ACTION. If the decision issued by the Port Authority under subsection 11.02 is adverse to the complainant, the complainant may within thirty (30) days of the issuance of the decision take appeal to the Superior Court of Guam which shall have jurisdiction to resolve the dispute.

12.04 GOVERNMENT CLAIMS ACT APPLICABLE. Nothing in these Rules and Regulations shall be construed to waive the applicability of the Guam Government Claims Act to any claims or causes of action arising against the Port Authority or the Government for Guam for tort or breach of contract.

PART XIII. EFFECTIVE DATE. REPEAL AND RENEWAL OF USE PERMITS

13.01 REPEAL OF PRIOR REGULATIONS. All Rules and Regulations previously promulgated by the Port Authority or the Department of Parks and Recreation concerning Marinas, and Recreational Boating Facilities, are hereby repealed and substituted by these Rules and Regulations.

13.02 EFFECTIVE DATE AND RENEWAL OF OUTSTANDING USE PERMITS. These Rules and Regulations shall become effective upon approval by the Guam Legislature. All Use Permits outstanding at the time shall be terminated by due notice given to the respective Boat Owners. After receipt of such notice, Boat Owners will be required to obtain new Use Permits pursuant to these Rules and Regulations in order to continue to use Port Authority marinas and facilities.

13.03 ADMINISTRATIVE ADJUDICATION LAW COMPLIANCE. The Port Authority hereby certifies that the documents attached hereto as Appendices "A" through "E" constitute the complete record of administrative proceedings. These amended Marina Rules and Regulations have been duly adopted by the Board of Directors of the Port Authority of Guam, after public notice given and hearings conducted in full compliance with applicable laws and the rules and regulations of the Port Authority of Guam, and subject to legislative review.

ANNEX I

HARBOR OF REFUGE
STANDARD OPERATING PROCEDURE

A-I.01 GENERAL STATEMENT. The Harbor of Refuge is available for use by the boat owner of Guam during severe weather conditions. It also available to secure boats, should boat owners leave the island. The Port Authority of Guam controls and administers all fee/dues collected in behalf of the Harbor of Safe Refuge.

A-I.02 APPLICATION. An HOR application must be filled out before taking a mooring. HOR applications are available at the Harbormaster's office 3rd floor 1026 Cabras Highway, Piti, Guam, Port Authority of Guam. In addition, all applicants must provide:

i. Name, address, contact numbers i.e., facsimile, cellular, email address
ii. Copy of boat registration

Additional information regarding moorings and layout will be issued by the Harbor Master's Office. The HMO can be contacted at 477-5931~4 ext. 332/333 or VHF Channel 13. After all documentation is received and verified, applications will be approved or disapproved by the Harbor Master. If registration is disapproved registrant will be informed in writing.

A-1.03 ENTERING THE HARBOR. All inbound vessels are required to contact to Harbormasters office on VHF 13 prior to entering the Piti Channel, mooring slots will be assigned by the Harbormaster.

A-1.04 ASSISTANCE AVAILABLE. All HOR tenants will be assisted upon request in securing of lines to the buoys. Two lines must then be shackled to each of the four mooring blocks. Some slack must be left to accommodate storm surges.

A-1.05 VESSEL LENGTH. The length limit for any vessel using the Harbor of Refuge mooring is 54 feet. No vessel may occupy more than one mooring slot. Only one vessel per mooring slot, no doubling of boats. THERE WIL BE NO EXCEPTION TO THIS RULE.

A-1.05 VACATING HOR. Moorings must be vacated within five days of return to COR 4, with the exception of boaters who have made arrangements to moor their vessels during and off-island absence. A fee of $20.00 per day will be charged for non-compliance.

A-1.06 PAYMENT. Payment for usage of mooring must be made BEFORE the mooring is vacated. Payments may be made at the Port Authority of Guam Accounting office.

A-1.07 SCHECULE OF FEES

A. REGISTRATION	$100 per Vessel per YEAR (good for one year from time of registration)
B. USER FEE (Storm Conditions)	$5.00 per day
C. FIFTH DAY AFTER COR 4	$20.00 per day

D. UNREGISTERED VESSELS	$20.00 per day until registered
E. SPECIAL MOORING PERMITS (Registered vessels only)	$150.00 per month

*Fees will be prorated if less than one month.

A-1.08 GUIDELINES FOR MOORING LINES.

Boats to 35 feet

Buoy (top) lines	½" Diameter	4ea.
Block Lines	5/8 "Diameter	8ea.

Boats to 54 feet

Buoy (top) Lines	5/8 Diameter	4ea.
Block Lines	¾" to 1" Diameter	8 or 12 12ea.

Block lines must be spliced around a thimble and shackled to the chains. Shackles must be safely wired. Shackles must have an opening to receive 1". This is a 7/8" bow shackle. Boats that are heavier than average or have a lot of windage should increase their gear. Soft laid nylon is recommended.

Chafing gear should be tied to the line. Interweaving the tie line through the lay of the line is a good idea. The chafing gear must move with the line, not slip though it.

Mooring blocks are in an approximate 45 foot by 85 foot grid. Allow plenty of line to secure boat.