

INTERNAL REGULATION OF MARINA SAN CARLOS

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I. DEFINITION OF TERMS

1. The present Internal Regulation which is a document for regulation of activities within MARINA San Carlos, has the following objectives:

- a) To provide the USERS with the best security conditions for the use of installations and services of the MARINA.
- b) To secure proper conservation of the installations with the purpose of providing the USERS with an optimum service.
- c) To facilitate compliance with official dispositions and documents related to environment.
- d) To offer a healthy and good work environment.

2. “**MARINA**” will be understood as the following premises:

Docks, walkways and buildings known as wet MARINA managed by the corporation named Operadora Náutica

Mexicana SA de CV.

Dock and Fuel Service Station managed by the corporation named Nautigas SA de CV.

Vessels land storage area known as Dry MARINA managed by the corporation named Marina San Carlos, S.A. de C.V.

The name “**USER**” will be understood as the owner and/or employees and/or person in charge of a vessel or vehicle found inside the premises of the MARINA, as well as his family, guests or in the case of commercial vessels, his clients.

“**WORKER**” will be understood as all those persons who provide services or any professional, commercial or sports activity within the premises, whether through the MARINA, independent or in particular by a USER, without implying a labor relationship between said persons and the MARINA.

3. The present Internal Regulation is part of the Contracts for Provision of Services that a USER enters with the MARINA, therefore its application and interpretation will be executed in the terms of said contracts. The USER and WORKERS will accept the changes that may be added to this regulation in the future by the MARINA, said changes will be posted on the notice board at the MARINA. The USER and Workers will comply with all the items of the present Regulation, including changes made to said regulation. Lack of observance to one or several articles of the present regulation will be **cause** for an extra charge or rescission of the contract of provision of services entered with the MARINA.

II. THE USERS

1. REGISTRATION OF VESSELS – The MARINA reserves the right to admission, as a consequence, all USERS will register their vessel at the MARINA's office and sign a contract for provision of berth services or storage according to the type of services to be contracted. The office will assign a space within the premises to dock or store such vessel, according to the size of the vessel and existing availability within the premises of the MARINA, in the understanding that this will not mean that the USER has any exclusive right or particular use of the dock or space designated for such purpose. During the time that the USER is at such space the MARINA can at any time ask said USER to move the position or docking of his vessel or to permanently remove said vessel from the premises. If for some reason the USER refused to move or remove the vessel, THE MARINA will be able to remove the vessel from the dry MARINA under the cost and risk of the USER. If the USER wishes to change the docking location or designated space, he will need permission in writing by the MARINA. It is strictly prohibited to use a docking location different to the one assigned by the marina. USERS will pay double tariff for every day they occupy a dock without authorization by THE MARINA.

Any type of vessel, dinghy, object, equipment, material, etc., found within the premises without a permit in writing issued by the office of MARINA, will be removed to the warehouse, under the cost and risk of the owner.

In case of emergency and in order to provide security for the premises, persons and other vessels; the MARINA will tug or move the vessel to a place where it will not represent a danger to other vessels and no responsibility will be assumed by the MARINA.

The rights of the docks and spaces can not be transferred to another vessel without previous authorization by the MARINA and prior payment of applicable tariffs for transfers.

USERS can designate a person in writing for the safekeeping, custody and visiting for the vessel within the premises, and will release the MARINA from any liability for the removal, instructions and actions made by said person.

2. DOCUMENTS NEEDED – In order to occupy a docking location or space within the MARINA, the USER will provide copy of the following documents:

a) Insurance: The USER will permanently keep updated an insurance policy contracted with a Mexican insurance company with coverage for the following: Civil Responsibility for damages to third parties on property and persons, with a minimum coverage of \$50,000.00 USD per event, and the value of the vessel in the event of accident or total loss, real or implied. The USER will provide the MARINA with a copy of renewal of the insurance policy.

The MARINA does not assume any responsibility for the use of the premises, as a consequence, THE USER and THE WORKERS release without limitation THE MARINA from civil responsibility and damages to his vessel, equipment, hardware, accessories, as well as any damage, lesion or demise, including but not limited to the owner, family, guests or employees who passed away within the premises of the MARINA or in the vessel. This also covers: theft, fire, weather events, sinking or damage caused by other vessels. THE USER and THE WORKERS have agreed to pay any

damage caused in a personal way or with the vessel, to any property of the MARINA, to any other USER, his own property, another worker or third party.

b) Ownership of the Vessel: The USER will present a copy of the ownership title of the vessel, whether registration type, "certificate of documentation" or register named "state registration", in the event of trailer a registration document of said vehicle will also be presented.

c) Importation of Vessel: THE USER will present a Temporal Import Permit or Permanent Import Permit for the vessel. The USER has the obligation to keep his temporal import permit updated. THE MARINA will have the right to renew any temporal import permit of vessel that may be about to expire in order to prevent any sanction to the MARINA for having merchandise inside the premises on expired temporal import permit. The cost of this renewal will be charged to the Client and it may include the cost of the document as well as any other expense that may be covered by the MARINA in order to obtain said document.

d) Documents of the Vessels that provide services: The vessels whose purpose is to provide tourist services by departing from or returning to the wet MARINA, will need prior authorization in writing issued by the MARINA in order to use the premises for such purpose. THE MARINA does not have the obligation to allow vessels to be rented from inside the premises. Even when approval from the MARINA to provide services has been granted; the USER will not be able to provide tourist services with his vessel without previously presenting a copy of the Permit for Provision of Tourist Services and Security Certificate issued by the Secretaría de Comunicaciones y Transportes or by Capitanía de Puerto.

It is strictly prohibited to provide third parties with tourist boat rides without prior authorization in writing by the MARINA.

3. CHARGE FOR USE OF THE PREMISES

a). The fees for the use of the **WET MARINA** will be based on the largest of one of the following; the total length of the vessel (including swimming platforms, bowsprit, anchor, pulpit etc.) or the dock. The length of the vessel may not exceed the dock for more than 2 feet and/or obstruct in any way the access to the dock or interfere the free movement on the navigation channel.

There is a commercial fee to be paid by any USER who provides tourist services with his vessel, when the boat rides depart from the premises of the wet MARINA.

1. If the client chooses to pay the fee in a monthly manner, payment will be made at least a month in advance before a dock is assigned and access card is issued for use of the premises.

2. If the client chooses to pay a daily fee, the number of days needed will be paid in advance.

2.1 If the client requested to change from daily fee to monthly fee; this can be done the next day after paying the balance between the amount paid and the corresponding monthly rent payment.

3. If the client paid for a full month and decided to leave before such month was over; a credit will be issued only if said credit is requested in writing and presented for reception at MSC or Mseca, and by presenting said receipt upon return

to the Marina. Said credit will be valid for one year from the date it was requested and granted. Credits can not be transferred. The credit will be valid at MSC or Mseca. No reimbursement will be provided, only credit for services.

4. If the client paid 11 months and a credit is granted for the 12th. month, if said client decided to leave before; the credit will be granted over the paid amount that he has not used.

5. If the client paid a full month but was absent from the dock for 3 or more days, his dock will be available for rent to the public. When the client returns to the Marina he will get his access to the dock again.

5.1 If the client is absent for 3 or more days but provided notice in writing directed to MSC, and his dock was rented during his absence, a 30% credit will be granted to him from the amount generated by the rent of his dock on the agreed date of his absence.

a'). The fees of the **MARINA SECA (Dry Marina)** for the use of the premises will be based on the total length of the vessel, including swimming platforms, trailers, pulpit etc. When the vessel is in storage, said vessel shall not in any way block access or interfere with the free movement of roads.

a'') Docking fees at the Fuel area will be according to the 5% of the total amount of the sale or supplying of gas and/or Diesel.

a''') Fees for use of premises such as services provided by the Marina (Use of ramp, moving, reception of dangerous waste, etc.), will be posted for viewing at the offices of both

corporations.

b) This fees will be subjected to change without previous notice.

c) Payments for use of services of the MARINA can be made at the office located on the north side of the MARINA, at the building named: Edificio Marina San Carlos or at the Marina Seca building. Checks will be accepted for monthly payments or payments in advance for the services of docking or storage. If for any reason the check can not be cashed, THE USER has agreed to pay all bank charges generated for returning said check. Credits cards and cash are also accepted.

d) The fees indicated on this document will be paid in advance by THE USERS. USERS who lease a place for docking or a space on a long term basis; will pay monthly fee and any other charges or additional services that they may have requested. Payments will be made on the first 10 days of each month, payment of the fee does not grant to the USER the right to hand over, cede, transfer or allow a different vessel the use of dock or designated space.

USERS who lease a docking space or space for less than a month (per event), will pay daily fee and any other service they may require, such payment will be in advance and before using the dock or designated space.

e) USERS who do not make their payments within the established time will generate moratorium interests corresponding to 1% of the monthly interest over unpaid balance.

f) If delay in payment is more than 3 months and the vessel is located inside the wet MARINA, THE USER has agreed that his vessel will be relocated to the dry MARINA (storage) under his cost and risk, until the money owed is paid in full. If it's not possible to remove the vessel from the MARINA; all services will be denied until all money owed including extra charges and moratorium charges have been paid in full.

g) In the event that delay in payment is over 18 months, the vessel and if that were the case the trailer as well will be considered as abandoned and considered as security. THE USER has agreed to cede all right to this vessel and has agreed to allow the MARINA to sell such vessel in order to recover the total of the money owed to the MARINA, this will include moratorium charges, extra charges, moving/relocation as needed, damage and prejudice.

4. OPERATION OF EQUIPMENT

THE USER has declared that he has the technical skills to properly operate his vessel.

5. LAWS AND REGULATIONS

It is the responsibility of the USER to know and comply with all they laws, dispositions and federal, state and municipal regulations of México. THE USER has agreed that any illegal action made inside the premises of the MARINA that results in government repercussion including fines or sanctions will be the absolute responsibility of the USER. In the event that the MARINA observes any illegal action inside the premises, a report will be immediately made to the competent authority, and it may result in an extra charge or rescission of the

contract and expulsion of the USER from the premises of the MARINA.

6. DANGEROUS WASTE AND MATERIALS

It is strictly prohibited to disperse, throw, abandon, store, import, export, transport, incinerate, waste or discharge dangerous waste and materials on the property or water at the MARINA. These dangerous waste or materials are the following ones: Burned oils, chemical materials, biological materials, oil based materials, flammable materials, cigarette butts and batteries.

7. ECOLOGIC REGULATIONS

According to the present Ecologic Laws, it is prohibited to discharge black waters directly to the sea within the premises. USERS will have to discharge said waste waters on open sea (at a minimum of 10 miles distance).

As a preventive measure against Pollution, THE MARINA has designated special places for reception of burned oils and batteries, prior payment of fees as established by the marina.

ANY LEAKAGE OF DANGEROUS MATERIALS, WHETHER ACCIDENTAL OR INTENTIONAL WILL RESULT IN AN EXTRA CHARGE AND/OR A REPORT TO COMPETENT AUTHORITIES.

III. THE VESSELS

1. CONSERVATION, MAINTENANCE AND SECURING OF VESSELS

THE USER has the obligation to maintain his vessel in

optimum condition and the obligation to have the necessary equipment in order to secure a good operation and security of his vessel. Vessels in bad operating condition that may represent a potential danger for the MARINA and its premises can be removed from the dry MARINA under the cost and risk of the client. According to the maintenance and security criteria of the vessels by the SCT and if an inspection of said vessel has been recommended, the MARINA reserves the right to secure on its docks or storage locations, as well as the right to remove from the MARINA a vessel that presents maintenance and security deficiencies, in order to comply with the current navigation laws and regulations and recommendations by the MARINA.

When storage of a vessel is also provided for a trailer, THE USER has the obligation to keep in good condition the tires of said trailer, with the purpose of expediting necessary movement for the operation of the MARINA. Repair costs and any other activity related to the tires will be charged to the USER.

2. SINKING

In the event that a vessel started sinking for any reason within the premises of the MARINA, the following protocol will be applied:

- a) Every possible effort will be made to inform/communicate the USER about the situation
- b) The MARINA will try to tow the vessel out of the water and into the ramp.
- c) If the sinking occurs in non-working hours and/or the vessel can not be towed out of the water and into the ramp,

moorings from the vessel to the dock will be released so that the sinking of said vessel may not cause major damage to the premises and other vessels around it.

THE USER has agreed to assume all responsibility in the event of sinking of his vessel and has agreed to pay any damage caused by such sinking, as well as any other charges or fines resulting from salvage and removal of the vessel from the premises.

3. SPEED AND MANEUVER

Inside the MARINA and maritime zone; it is not allowed to cause waves within the MARINA and even within the Herradura Bay.

Violations to the present disposition will be cause for rescission of Contract, with total independence of damage caused to the premises and other vessels

4. AUXILIARY VESSELS (DINGHIES)

The auxiliary boats (dinghies) that form part of the security equipment of registered vessels at the MARINA, will be identified as part of the vessel and they will always be carried on such corresponding vessels. Any dinghy that is not part of the security equipment of a registered vessel; small vessel, inflatable boat, wave runners, kayaks, canoes, jet skies, etc., will be considered as independent vessel and will have to be registered and assigned to a dock.

Regardless of the above, within the Marina navigation area; it is strictly prohibited the use of jet skis.

5. REPAIRS

a) Inside the premises of the MARINA and with the purpose of preventing pollution; it is strictly prohibited to sand, remove old paint, paint, perform any type of repair, mechanical works, maintenance or construction. In the event that one of these repairs were a very small type of repair, and docks are not used for installation of materials and/or no damage or pollution is made on the premises, such repairs may take place prior authorization in writing by the MARINA, said permit may be cancelled if violations occur to the dispositions and indications issued for such particular case, and if such were the case an extra charge may be generated for damages caused on the premises.

b) Oil changes will be made with maximum care so no damage or pollution will be caused to the premises or water at the MARINA. THE USER or worker has the obligation to eliminate waste of such activity according to official norms.

c) Inside the premises of the Dry MARINA, on the storage area it is strictly prohibited to sand, remove old paint, paint or do repair work, mechanic work, maintenance or construction. If an owner intends to do some maintenance work on his vessel, he will have to notify the MARINA in writing, so that the MARINA is able to provide a designated place for said activity.

It is strictly prohibited for external workers of the MARINA to do work on any vessel; work can only be done by the owner of the vessel and/or full time captain, under the supervision of the MARINA employees, with the purpose of preventing damage to other vessels or pollution to the environment.

IV. THE PREMISES

It is strictly prohibited to light artificial fireworks, bonfires, the use grills or open flame lamps, throw cigarette butts, matches or any other material or source of ignition that may cause some fire at any place inside the MARINA.

Inside the storage area of the Dry MARINA and for security reasons in reference to other vessels; It is strictly prohibited to enter the area without previous authorization in writing by the MARINA, if access to a person other than the owner is required then a power of attorney letter will be needed for such purpose.

For security reasons in reference to the vessels stored at the storage area of the Dry MARINA, no access is allowed to vehicles; access to vehicles is only authorized when said vehicle is to be stored in the premises prior contract entered with the MARINA.

At the working area at the Dry Marina; no access is allowed for more than 20 minutes for vehicles. No vehicle is allowed on said area from 5:00PM to 7:30AM.

Fishing is not allowed within the premises of the MARINA. Additionally, it is prohibited to fillet/eviscerate fish or to drag fish over the docks at the MARINA. Catch of the day has to be unloaded at the filleting area of the MARINA.

It is strictly prohibited to swim or scuba dive at the MARINA.

1. ELECTRONIC DOORS

The only purpose of installation of electronic doors is to provide a better security for USERS. The effectiveness of said doors will depend on appropriate use of said doors by all

USERS and workers. All USERS and Workers will have their own access card, said card is the one provided upon registration at the MARINA. The MARINA will charge a reimbursable deposit per each card.

a) All persons who enter the docks with a USER or worker; said persons will be the responsibility of such USER or worker, and they will comply with the Interior Regulation of the MARINA. The persons who enter the docks will have to be in the company of THE USER or worker at all times.

b) Any person who is found leaving a door open, causing damage to locks or sensors, or opening doors for unauthorized persons, will receive an extra charge for damages. Be sure to close the door.

c) It is not allowed to jump over the sides of the entry doors to the docks. Persons who are found doing said activity will be reported and turned over to a competent authority, charges for trespassing will be filed.

d) USERS will receive access cards, said cards will be for their personal use and can not be transferred, and such cards will provide access to the dock where their vessel is located and access to bathrooms. These cards have no schedule restriction. Cards for workers will have schedule restrictions, their access will be limited to the docks where they work from 7:00 to 17:00 hours. For such reason, an extra charge will be applied to any USER who allows any worker or other unauthorized person to use his user's card.

e) Reimbursable deposit can only be returned back to the person who originally requested and was given said card, and only if said card is found to be in good operating condition.

No reimbursement will be provided if the card has been damaged, bent, broken, burned, magnetized, etc. Please return any card found and report any anomaly to the office of the MARINA.

Misuse of the cards will cause cancellation of said cards, and if such were the case, in the event of grave misuse this may cause cancellation of the contract.

2. ELECTRIC CONNECTIONS AT THE MARINA.

a) When a space for docking has been assigned for a vessel, it is the responsibility of the USER to make a revision of the electric box before doing any connection, and to report any anomaly to the MARINA. If existing damages go unreported, the USER may be responsible for paying an extra charge for repairs.

b) Without exception, electric connections to be used with devices from the MARINA will have to be specially manufactured for marine use and weather proof with ground connection for protection. The MARINA will not be responsible for any damage caused by an electric failure or electric overcharge.

c) Connections can not be tied on or rolled on the pedestals or lockers from the dock when the USER is not using his space for docking. THE MARINA has the right to remove any connection found on the dock when the vessel is not occupying said space.

d) Each electric box provides a limited amount of electricity for each vessel. It is the responsibility of the USER to limit his electric use to the amperes provided. USERS who overcharge the electric boxes and cause interruption of the

service will pay an extra charge for repairs.

e) It is strictly prohibited to make any type of repairs or modification to the electric box. Said repair can only be made by authorized personnel of the MARINA.

3. WATER USE

a) Since MARINA San Carlos is located on the desert and because ecologic awareness, USERS and Workers of the MARINA are requested to make rational use of water. It is the obligation of every USER and WORKER to obtain and use a water spray gun on their hoses when they use such service, excessive use of water will be seriously sanctioned with extra charges by the MARINA.

b) The water provided by the MARINA is for the exclusive use of the USER and his vessels. It is prohibited to wash cars and vessels out of the USER's designated place at the MARINA. Persons who misuse the water of the MARINA will get an extra charge.

c) All USER and Worker will have the obligation to use biodegradable soaps and detergents inside the MARINA.

4. DOCKS

a) It is prohibited to place or leave personal objects on the docks such as bicycles, garbage cans, containers, hoses, cables etc. Additionally, it is not allowed the use of bicycles, skateboards, roller skates or motorcycles on the docks.

b) Use of hand trucks or dollies will be allowed for transportation of equipment from the parking space to the vessels and wheelchairs for disabled persons, as long as they have rubber tires or soft tires and carry reasonable

weight, so that they won't damage the docks. Said vehicles are to be stored in the USER's vessel when not in use.

c) It is prohibited the use of chains to tie vessels to the docks, moorings will be limited to appropriate ropes to be tied to the cleats designed for docking of vessels.

d) Only boarding items will be allowed (ramps, stairs etc.) as long as they comply with the following specifications:

- * They need to be approved by the MARINA

- * They need to be of the removable type, temporal ones and must not be fixed to the dock.

- * Not to exceed half of the length of the comb structure and no longer than 1.50 meters.

- * To be in good condition.

These items will be the exclusive responsibility of the USER.

e) The vessel of the USER shall not for any reason be longer than the position for docking. Navigation channel shall not be obstructed; main access to the docks will not be obstructed with platforms, anchors, buoys, pulpits, bowsprits, stairs etc.

f) USERS shall use proper shoes for nautical activity (tennis shoes or shoes with soft rubber sole) that won't damage the surface of the docks and vessels.

g) Hanging of personal items is not allowed at the MARINA.

h) It is prohibited to board another USER's vessel or when authorization for work has been issued in writing, unless an emergency requires such boarding of the vessel.

i) It is not allowed to place any type of advertising at the entrance of the docks.

j) Use of satellite dish is allowed as long as they don't block access to the docks or bother other USERS or cause any type of damage to the premises of the MARINA. In case that a satellite dish does not comply with these indications, the MARINA will notify the USER in order to have said dish removed. If the USER does not remove said satellite dish, the MARINA will have the right to do so under the cost and risk of the USER.

k) It is not allowed to store flammable materials or fuels such as: gasoline, diesel, oils, lubricants, kerosene, resins or catalysts on the lockers/containers or on the docks.

5. LOCKERS

The lockers on the docks are intended to store accessories, equipment and tools. It is not allowed to store any flammable material, organic matter, paints or to use it as garbage container. As a security measure the MARINA will reserve the right to access and inspection for said containers. If at any time a prohibited material is detected, said material will be removed and an extra charge will be issued for the USER. [Said containers shall be emptied when the space is no longer being used](#)

6. PARKING SPACES AND WALKWAYS

a) At the entrance of each dock there are places designed to park bicycles and motorcycles. It is prohibited to tie, secure, fix or chain these vehicles to the trees and lamp posts around the MARINA. It is not allowed to leave wheelbarrows, dollies/hand trucks etc., on the walkways.

b) It is prohibited to drive or ride automobiles or motorcycles

on the walkways.

c) Parking space at the MARINA is for the exclusive use of our USERS and Workers. Workers are required to have the courtesy of letting USERS have the closest parking spaces.

d) USERS and Workers at the MARINA are required to respect all signs and traffic signs inside the MARINA, such as speed, traffic lanes, no parking, loading and unloading area.

e) It is not allowed to stay the night at the parking space at the MARINA without previous authorization in writing and prior designation of space by the MARINA.

f) It is not allowed to park recreational vehicles such as motor homes, trailers etc. No vehicle or person is allowed to connect any type of vehicle to the electricity or water provided by the MARINA.

g) The MARINA will not be responsible for theft, damages or total loss of parked vehicles at their respective parking spaces.

Violation of these conditions for the use of our premises may result in an extra charge or removal of the vehicle, trailer etc., under the cost and risk of the USER.

7. RAMP

a) Ramp and crane area are considered high traffic areas, therefore permanence on such areas shall not exceed more time than necessary.

b) It is prohibited to wash vessels, open engines, rinse bilges etc., at the ramp area. The reason for this is not only to

prevent blocking of access, but to prevent also pollution of the water of the MARINA.

c) Payment of established fee is to be covered before using the ramp, additionally; authorization for departure of the vessel is required upon departure.

8. SUPPLYING OF FUEL

a) It is prohibited to have supplying and handling of fuel on the docks.

b) It is prohibited to smoke or use cell phone on the dock designated for supplying of fuel. Obey the instructions indicated at the gas station. Obtain information related to instructions for emergencies and accidents at the gas station.

c) The dock designated for supplying of gasoline is only for fuel purposes. It is not allowed to stay at said dock more time than necessary. It is not allowed to load or unload persons and/or articles while being at the dock designated for supplying of gasoline.

9. GARBAGE

a) There are several places for collection of garbage at the MARINA; said places are located at the entrance of the docks.

b) It is prohibited to throw garbage of the following type: dangerous materials and fish waste. There are within the premises garbage disposals for each type of necessity, information will be provided at the office in reference to the location of said places.

c) Large pieces of trash such as old furniture, wood, etc., are to be disposed of at the large green garbage places located at each side of the MARINA.

10. PLACE FOR FILLETING OF FISH

a) The place for filleting of fish is for the exclusive use of the USERS.

b) Please keep said place in clean condition after use and throw away all the fish waste at the garbage place designated for such purpose.

c) It is strictly prohibited to load or unload people from/ to the vessels at this area; the installation at this area does not have the proper equipment for such activity.

11. PETS

Pets are welcome at the MARINA. Nevertheless, it is the responsibility of each owner to control their pets through a leash, and to clean after their pets whenever this happen at the docks or walkways. The MARINA reserves the right to judge whether pet control is being applied in a proper way by the owner, and to decide whether such pet is to continue at the MARINA or not.

12. ADVERTISING AND COMMERCIAL OPERATIONS

a) It is not allowed to have any type of commercial advertising or promotional advertising at the MARINA without previous authorization issued in writing by the Marina.

b) A reminder for all clients: When bringing a foreign vessel to México under a temporary import permit, a compromise has been made at the Secretaría de Hacienda y Crédito Público

(Tax Agency) not to sell the vessel or the articles/contents of such vessel in Mexican territory. It is the client's obligation to leave Mexican territory prior to selling said vessel or articles, violation to this regulation will be considered smuggling, as a consequence, this person will be subjected to prison penalization according to different legal regulations, with total independence to the confiscation that may be declared against the sold vessels or articles.

13. UNDER AGE

a) The MARINA can be a dangerous place, therefore children under 12 years old can not stay inside the MARINA without the constant supervision of his parents or other responsible adults.

b) Both; persons under the required age and those who don't know how to swim shall always wear life saver device while being on the docks and vessels.

14. SCHEDULE

a) Office schedule is from Monday to Saturday from 7:30AM to 17:00 Hours, Sunday from 8:00AM to 17:00 Hours. In the event the office is closed because of a holiday a notice will be posted at the office door stating such information.

b) Because of the benefit and comfort for all USERS; it is prohibited to make loud noises between the 21:00 hours and 7:00 hours. This includes no engines in operation unless it is to arrive or leave the docks, no radios may be on, etc.

15. PARTIES AND REUNIONS

a) It is strictly prohibited to make reunions, parties or meetings on the docks. Any type of meeting will be limited to the vessel of the organizer.

b) Events will be allowed outside the dock, on the walkways, prior permit issued in writing by the MARINA.

16. WARNINGS ABOUT DANGER AND DISORDER

The MARINA has a very large area, and with all the circulation of people it is impossible for the MARINA to watch over everything at all times. The MARINA provides 24 hours security and security at the accesses doors at the docks. Nevertheless, we still recommend the following precautions:

a) Take care of your belongings, keep them properly. Always key lock your vessel securely.

b) Close the doors at the entrance of the docks, and report any suspicious persons over the docks or persons who may be causing damage to said doors or jumping over the doors.

c) It is the obligation of our USERS and Workers to report to the MARINA any situation of danger, disorder or criminal activity, as well as improper behavior.

d) USERS, their workers, guests and other persons who use the installations at the MARINA shall comply with established security norms and will verify at all times the compliance of security indications as established by the MARINA. Violations to this regulation will be reason enough to immediately remove such persons from the premises, as well as the application of extra charges.

Your help is essential in keeping a clean, ordered and secure MARINA.

V. THE WORKERS

Workers have the understanding and have accepted that the MARINA to them is a place exclusively for work, therefore they have the obligation to always behave in a professional

and responsible form.

The USER will sign a request in writing in order to get authorization for access to the MARINA for his worker(s). Additionally, the user has accepted that he knows the labor laws of Mexico and has accepted that he knows his obligations before competent agencies in reference to having an employee in Mexico. The user also releases the MARINA from any responsibility derived from the labor relationship that the user has with his employee. The worker will provide the MARINA with a copy of his voter's ID and copy of his Mexican Social Security Registration, additionally; said worker will make a statement in writing indicating that he is not an employee of the MARINA and stating that said worker has released the MARINA from any labor, moral or physical responsibility.

Also, it is strictly prohibited for employees, workers, family and other personnel from the owner, to remove from the vessels without previous authorization and knowledge by the MARINA pieces, parts or any other articles, and regardless of the above, the MARINA will not be responsible for any material located inside such vessel.

The owner of the vessel will assume as his own the damages made to his vessel by maintenance workers, as well as any other damages caused to other vessels by said workers.

1. ACCESS REGISTRATION

All crew member, sailor, head of the yacht etc., will need a permit issued by the MARINA in order to work inside the premises. In order to obtain said permit, the worker will present the following documents:

a) Request for permit in writing directed to the MARINA to have access to the premises, said request is to be signed by his employer or service contractor. The format for this request is available at the MARINA.

b) Copy of his Voter's ID.

c) IMSS (Social Security) Registration

2. LEGAL RESPONSIBILITY

a) Workers hired by USERS understand and have agreed that they are not employees of the MARINA. Their labor relationship is exclusively with the USERS who requested their access to their vessels. Therefore both; THE USER and Worker release the MARINA from any type of criminal or labor responsibility.

b) It is strictly prohibited to have workers under 18 years old inside the MARINA.

3. LABOR BEHAVIOR

Persons who work inside the premises of the MARINA will be there exclusively to work, therefore it is prohibited at all times for the workers to do the following activities:

a) Drink alcoholic beverages or narcotics.

b) To have meetings, reunions or parties.

c) To use any vessel, equipment, articles or materials without a permit issued in writing by the owner.

d) To bring into the premises friends or acquaintances.

e) To stay inside the premises out of designated work schedule.

f) To open entry doors to unauthorized persons to the docks. All person who has a permit to access the docks shall have his own card.

g) It is prohibited to place inside the premises propaganda, summons, notices etc., of any type, including notices from unions.

h) It is prohibited to have reunions or union meetings at the MARINA.

4. SCHEDULE AND SECURITY

a) Workers will have access cards that allow them to enter only the docks where they work from 7:00AM to 17:00 hours. If a worker needs access to the dock out of his designated work schedule; he will need a permit issued in writing by the MARINA.

b) Workers will respect, comply and enforce all and each ones of the indications of this regulation.

c) Workers will carry at all times an ID (such as voter's ID) to identify themselves if necessary.

5. SUSPENSION AND EXPULSIONS

The MARINA reserves the right to admission and to refuse at any time and for any violation to this regulation access to the premises to a USER or Worker, whether temporarily or permanently.

a) Workers who come to work to the MARINA under the effects of alcohol or drugs, or if they drink alcoholic beverages or narcotics inside the premises, they will be asked to leave the premises immediately.

b) If a worker has been verbally notified for violations to the regulation but continued committing said violations, his access to the MARINA will be permanently denied. Any labor problem that causes expulsion, will be the exclusive responsibility of the USER who hired said Worker.

c) Workers who were arrested and/or convicted for the use or sale of drugs or for any other crime will be permanently expelled from MARINA.

VI. GOVERNMENT REGULATIONS

Any person or action in violation of the Mexican Laws will be immediately reported to competent authorities and expelled from the MARINA.

1. FIRE ARMS

It is not allowed to store within the premises of the MARINA fire arms, bullets or ammunition for said weapons.

2. NARCOTICS

The following is strictly prohibited: to gather, possession, sale and use of drugs prohibited by the law.

3. NOTICES FOR PORT ARRIVALS AND DEPARTURES

a) The Captain of the Port of Guaymas is the maximum

authority of said port.

b) It is the obligation of the USER to provide verbal notice by radio to the Capitanía de Puerto Guaymas, in reference to the port of origin and intended port of arrival. Also, a verbal notice can be reported to the MARINA by radio and the MARINA will pass said message to the Capitanía through the monthly logbook.

c) If the arrival or departure is from or to an international port, an “arrival” or “departure” report will invariably be made at the offices of the Capitán de Puerto in Guaymas.

d) It is the responsibility of the USER and Worker to know the Navigation Laws and Regulations that may be applicable to them.

e) Before leaving the MARINA; USERS and Workers will verify indications of weather conditions, and if that were the case, to comply and enforce navigation restrictions as issued according to the case by competent authorities, for said cases such situations will be identified according to the following flag colors:

BLUE: Good Conditions. Open Port

GREEN: Possibility of bad weather. Open port, extreme precaution

YELLOW: Atmospheric Instability, heavy sea. Port Closed for smaller vessels.

ORANGE: Bad weather, fresh winds, electric storms, etc. Port Closed for smaller vessels.

RED: Unfavorable conditions (tropical cyclones). Port Closed for all types of vessels.

4. FISHING LAWS

a) It is the responsibility of each USER to obtain and keep an updated fishing license (if fishing activity is intended.)

b) If a vessel has an inspection by the fishing agency named Conapesca, said vessel is to have a fishing license for each person aboard if fishing equipment is found aboard said vessel. It is not necessary to be fishing at the time of inspection. If no fishing licenses are available a fine will be applied.

c) The USER has the obligation to know the fishing laws and specifications in reference to limits per catch that he may be entitled to make per event.

d) The Sea of Cortés has an incomparable beauty. In order to preserve such beauty for future times, USERS are to catch only those specimens and amounts allowed by the Law. A suggestion is also made for all USERS and Workers to try the “Catch and Release” program for large species such as Marlin and Billfish.

VII. RELEASE OF RESPONSIBILITY

a) The MARINA does not assume any responsibility for the use of its premises, as a consequence, THE USER releases the MARINA from all responsibility related to the integrity of

his goods and personal security, and the security of his guests and workers as a result of operation maneuvers at the premises as well as force majeure events and unanticipated events.

b) THE USER releases the MARINA from all responsibility for damages to his vessel while being at the docks, even in the case when such equipment has to be moved from its place for maneuvering by personnel from the MARINA.

c) It is the responsibility of the USER to pay the MARINA for the damages caused to the docks or docking place, for lack of skills or negligence of his personnel, as well as for improper use of the premises.

d) It is the obligation of the USER to keep an insurance policy in a permanent way, according to the terms of chapter II of the present Regulation, and to present also a copy of renewal of insurance policy to the MARINA and corresponding receipt for insurance payment. Violation to the compliance of this chapter will be considered as a cause for rescission of contract.

VIII. SANCTIONS

a) Service for use and access to the premises of the MARINA will be denied to THE USER for debts derived from use of the MARINA.

b) Both; the USER and Worker will be denied access to the premises of the MARINA for any violation to the interior regulation of the MARINA.

c) There will be extra charges or sanctions for services in reference to cleaning, maintenance, damages, prejudice etc., for violations to the regulation, as determined by the MARINA, enunciatively but not limited to the following sanctions for offenders:

Sanction

- For spilling of oil or diesel within the premises, this with total independence total independence to extra charges for reasons of remedies or pollution control; USD\$500.00
- For leaving entry doors open for docks or bathrooms, or for preventing closing of said doors by use of strange materials; USD\$200.00
- WORKERS – For drinking alcoholic beverages or using any type of drugs or any restricted material inside the premises, or inside a vessel; USD\$200.00
- For allowing loading or unloading of persons from the vessel, at locations other than the ones authorized for such purpose; USD\$250.00
- For placing oil or dangerous waste on containers intended for general garbage; USD\$200.00
- For sanding, painting or varnishing activities on docks or for doing any type of repairs that may affect the image of the premises; USD\$200.00
- For doing welding repairs on the dock without a permit issued by the MARINA; USD\$200.00
- For doing fish filleting activities on docks and throwing fish waste to the sea: USD\$150.00
- To transport the following on the docks; fuel containers, tanks, cans or gasoline containers: USD\$300.00
- For allowing water to run unattended and for improper use of the services provided by the marina: USD\$150.00
- For navigation at high speed at the entrance of the marina or inside the marina, causing the type of waves generated by

high speed: USD\$200.00

•For doing tourist boat rides or provision of tourist services without authorization by the Marina, with total independence to rescission of contract; USD\$500.00

•For alteration of order and for any activity that compromises the security of the premises, persons and other vessels, and for violations to the present regulation and the contract: USD\$500.00

IX. GENERAL

1. EMERGENCIAS

a) The MARINA as well as the Capitanía de Puerto Guaymas will be monitoring channel VHF 16 for emergency purposes. Any emergency call is to be made through this channel.

b) Report emergencies to the following phone numbers:

- * Rescate 226-0911
- * Comisaría San Carlos 226-1400
- * Capitanía de Puerto Guaymas 222-2525

2. LOCATION AND NAVIGATION WITHIN THE PREMISES