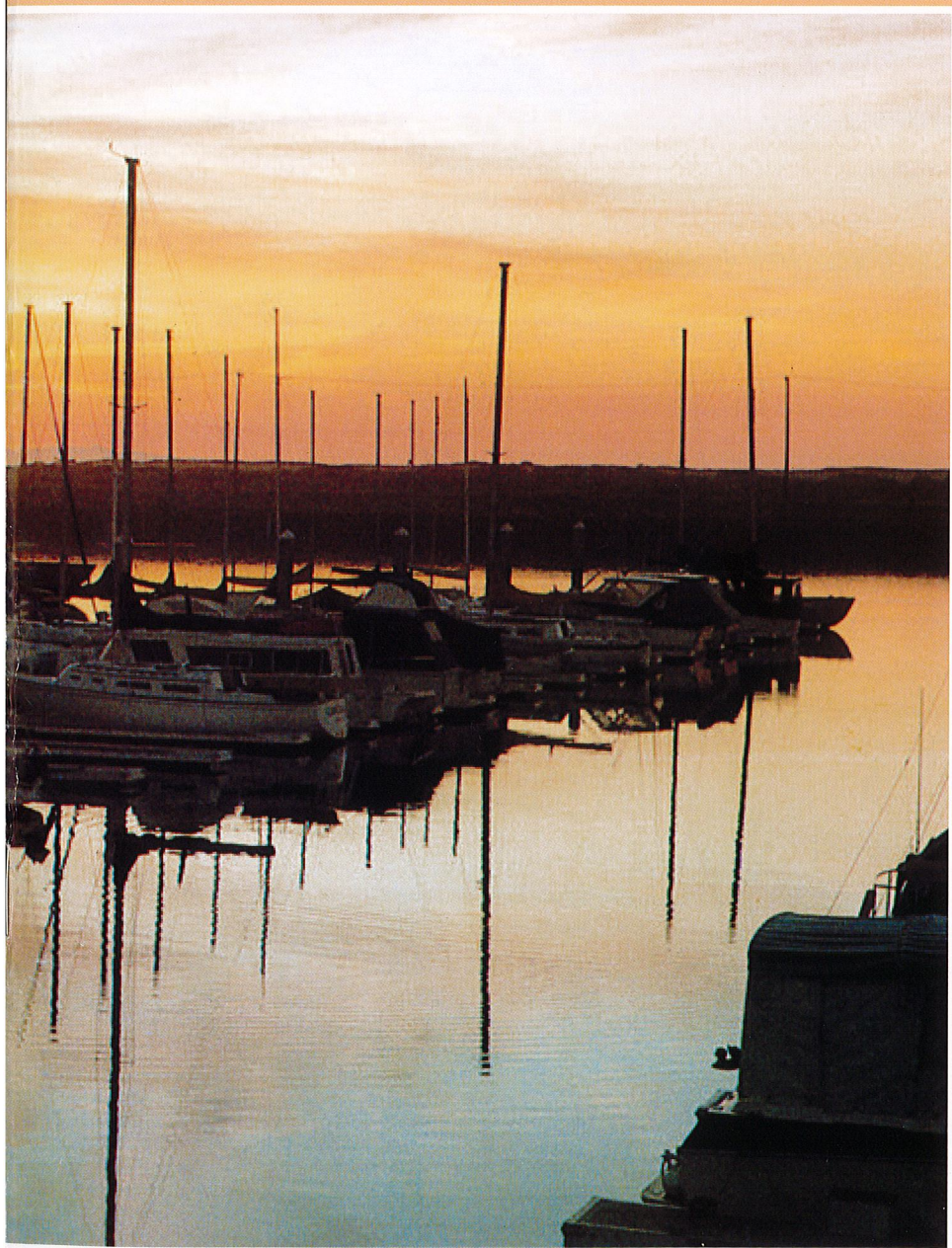



ALMAR
BOATER
MOORING
AGREEMENT



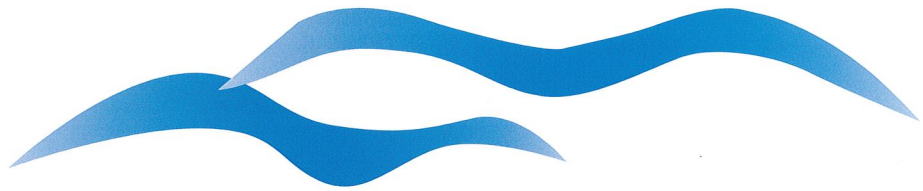
Almar Marinas
January, 2011

ALMAR
BOATER
MOORING
AGREEMENT

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Dear Boater:

Welcome to the Almar system of marinas. It is our intent to provide you with a unique and pleasurable facility to moor your boat while enjoying a great recreational activity. We have prepared this booklet which gives brief answers to the questions we are most frequently asked by our boaters and sets forth the various agreements under which your boat is moored with us.

Almar operates more saltwater marinas in the west than any other operator. In so doing, we are able to provide to our boaters a greater variety of activities and special privileges than are available elsewhere. To assist all the users of our marinas, we provide a full-time staff at each of the marinas. To take care of your needs, our staff is available throughout the day, every day.

If at any time you need information or assistance, or you would just like to say hello, please always feel welcome to visit our offices. If you do not understand any of the agreements which we have with you, or the reasons for them, please inquire of our staff.

Again, we wish you the best boating experience possible.

Yours very truly,

ALMAR MANAGERS



ALMAR MARINA'S MISSION STATEMENT

*To create a quality resort-like experience
every time our boaters visit the marina.*

Safe, clean, secure and friendly.



ADDITIONAL TERMS OF MOORING AGREEMENT

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his booklet contains the additional terms referred to in the Boat Mooring

Agreement (hereafter "Mooring Agreement") under which boats are moored in one of the designated marinas in the Almar Marina System. Pursuant to each Mooring Agreement, the relationship between the parties is governed by the following.

A copy of this booklet is always available to boaters in the Marina Managers' offices at these marinas during normal business hours. The staffs of the marinas are also available to explain the content of this booklet or otherwise assist any boater.

The provisions of this booklet are applicable to all boaters within the Almar Marina System. In the interest of fairness to all boaters, they are applied uniformly to all boaters and so enforced. Years of experience with a large number of boats in each marina have demonstrated the need for the agreements contained in this booklet.

INTRODUCTION

Each boater is asked and urged to observe these agreements so as not to impair the boating pleasure of other boaters or expose others to injury or damage to their property. This booklet is divided into several parts for clarity and ease of future reference.

We operate our marinas under various agreements, laws and regulations with different governmental agencies, all as may be applicable to a particular facility. Sometimes these affect one of our marinas differently than the others. For example, there are some differences relating to living aboard a boat. Accordingly, any boater living on his or her boat must be authorized to do so in the Mooring Agreement with the marina. The provisions (paragraphs 24 through 29) relating to living aboard are not applicable unless living aboard is specifically authorized.

ADDITIONAL TERMS OF MOORING AGREEMENT

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GENERAL

1. **DEFINITIONS.** For the purposes of this Mooring Agreement the following shall apply:

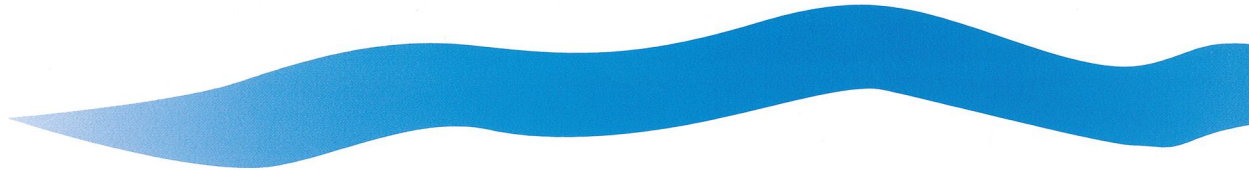
- (a) "Mooring" means the boat berth in the specific Almar Marina in which Owner's boat is moored.
- (b) "Owner" means the registered or documented owner of the boat and in the case of such ownership other than an individual it includes the PRINCIPAL person responsible for such ownership and the designated captain, if any, for the vessel.
- (c) Singular and Plural—The use of the singular herein is intended to include the plural where applicable or appropriate.
- (d) Pronouns—The use of pronoun is intended to include the masculine, feminine or neuter as the case may require.

2. **TERM.** The term for which Owner's boat shall be moored in the Marina is for the period on the facing page of the Mooring Agreement. All month-to-month terms are only for monthly periods **beginning on the 1st day of a month and ending on the last day of a month.** Occasionally a Mooring Agreement will commence other than on the first day of a month. In such cases charges are prorated for the sub-portion of the current month but the month-to-month term is deemed to commence with the first day of the next month and run calendar month-to-month thereafter. In the event of a

conflict in the term designated, the fixed term specified shall prevail. If Marina or Owner elect to terminate a month-to-month term without cause, they shall give to the other party an **advance written 30 day termination notice.** Owner should be especially careful about giving adequate notice of intent to vacate the Marina. There are certain exceptions to this requirement: (1) when an Owner sells his boat to another person who elects to continue to moor that boat in the Marina without interruption by signing an appropriate Mooring Agreement or (2) when an Owner sells his boat and purchases another boat which comes into the Marina without interruption to the term of the Mooring Agreement.

Marina reserves the right to measure a boat, where charges are based thereon. For determining size, a boat is measured from its most further extremities, bow and stern, including any protrusions or attachments.

3. **MOORING FEE.** The Mooring Agreement grants a conditional license to the Owner to use a specifically designated mooring within the Marina. Owner is not a lessee or tenant of any mooring. The license also permits on a non-exclusive basis the use of common areas of the Marina, including the parking lot, restrooms and dock systems, all of which are the property of and in the exclusive control of the Marina. To enjoy these privileges Owner agrees to pay Marina monthly in advance on the first day of each month such sum as shall be the applicable monthly fee for the use of the designated berth as established and published by Marina



from time to time. Periodically the Marina may adjust its charges. Owner shall receive written notice of any change in the mooring charge at least 30 days prior to the first day of the month in which such charge shall apply. The facing page of this Mooring Agreement sets forth the amount of the Marina's applicable mooring and other charges, if any, at the time of making this agreement. The Marina shall advise Owner of any change in these charges at least 30 days prior to the effective date.

All charges are due on the first day (and delinquent after the 10th day) of each and every month whether or not Marina furnishes Owner with an invoice. To assist Owners, marina follows a practice of sending by mail a monthly statement summarizing each Owner's account. Marina is entitled to payment when due whether or not any statement or invoice is furnished. In no event shall Marina be responsible for any delays in receipt of a statement or payment caused by the mails.

If the term shall be other than month-to-month and in the event a fee shall be

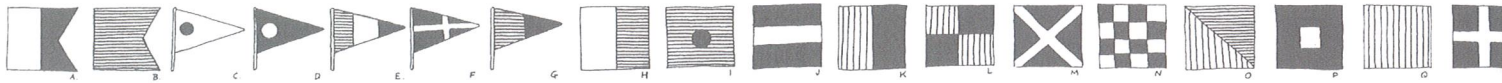
increased during the term, Owner agrees to pay the increased amount or elect to terminate this Mooring Agreement in accordance with this Mooring Agreement termination provisions.

4. **LATE FEE.** All charges are due on the 1st of the month and delinquent thereafter. A grace period through the 10th for all non-delinquent Owners is allowed. Owner agrees to pay each month that charges are delinquent a reasonable late fee for the difficulty caused Marina in making reports to others of revenues due and collected and for the loss of the use of money due it.

5. **PERFORMANCE FEE.** At commencement of this Mooring Agreement Owner shall pay Marina a Performance Fee in accordance with the then schedule of fees and charges as established by the Marina from time to time. (If the amount of the Performance Fee applicable to Owner's berth is increased during the term of this Agreement, Owner agrees to pay such additional sum as will cause the total Performance Fee paid by him to equal the then amount required by Marina's

Schedule.) All Performance Fees are fully earned at the time of payment to Marina. To encourage Owner to fully, completely and timely perform all of his agreements with Marina, Marina agrees, upon termination of the Mooring agreement and after Owner has vacated the Marina, to refund to Owner the Performance Fee actually paid to Marina by Owner less any amounts otherwise due Marina, including any amount necessary to pay for repairs to or clean up of the dock area around Owner's berth and the related dock box used by Owner, (including removal of paint, varnish and other disfigurements), but only on the further condition that Owner has fully performed throughout the term of this Mooring Agreement all of the provisions of the agreement and has returned to Marina all access keys and/or cards. If Owner has given Marina a timely 30 day written notice of his intent to terminate this Mooring Agreement and is not otherwise in default, Marina will apply a portion of the Performance Fee it expects to refund to Owner to the mooring charge due for





ADDITIONAL TERMS OF MOORING AGREEMENT

Continued

the month of termination. Since such fee is earned at the commencement of this Mooring Agreement, Marina shall not be required to pay interest on any portion of such performance fee.

6. **PERFORMANCE.** This Mooring Agreement is one of several thousand similar agreements between the Marina and boat owners. For the orderly administration of the boats moored with the Marina and their users, it is important that Owner faithfully comply with these agreements, the Rules and Regulations of the Marina published by Marina from time to time, any rules or regulations of Marina's governmental lessor and any other governmental authority having control over the Marina and its boats. In the event of a violation thereof by Owner or by a person associated with his boat over whom he should be able to exercise control, Marina, at its option, may immediately terminate the mooring rights under this Mooring Agreement. Thereupon, Marina may remove the Owner's boat from her mooring space at Owner's risk and expense and retake possession of the berth. Marina shall not be responsible for or to Owner for any damage or loss on account of such removal, and Owner will hold Marina harmless from any claim for damage to the boat resulting from such removal. For boats registered in California, Marina shall have a right to a lien under Section 502 of the Harbors and Navigation Code and, for boats moored with it outside California, under similar state or national laws of the jurisdiction where the boat is moored. Marina shall have the right to take

Owner's boat into its possession to secure all delinquent sums that become due from Owner.

7. **BERTH ASSIGNED.** Owner shall have use of the Berth noted in the Mooring Agreement (including the storage box, if any, associated therewith) only for the boat registered with Marina. No dinghy, tender or other boat will be concurrently contained in the berth or on any adjoining docks, for security and other reasons, if Owner removes his boat from the Marina for extended periods (normally three consecutive days, or more), Owner agrees to notify the Marina Manager. **Each Marina reserves the right to use the berth when not in use by Owner without reduction of Owner's charges or other compensation to Owner.**

8. **NO LIVING ABOARD.** Unless the Mooring Agreement specifically designates a charge, Owner expressly agrees that his boat will not be used by any person for living aboard. Occupancy of a boat by Owner or others designated by Owner for periods in excess of two days per week without Marina's prior written authorization shall constitute full-time living aboard and the Marina shall be entitled to collect its liveaboard charges in accordance with the published rates for liveaboard occupancy (double the liveaboard rate for unauthorized live-aboards). Collection of such charges shall not imply consent by the Marina to living aboard.

9. **RELEASE, HOLD HARMLESS, RISK AND INDEMNITY.** The Mooring Agreement is a license granting only



the use of specific water space for mooring Owner's boat, such space to be used at the sole risk of Owner, Owner's family, relatives, agents, employees, contractors, licensees, charterers, contractors, and guests. Owner agrees that Marina does not have care, custody or control of the boat. Therefore Marina shall not be liable or responsible for Owner's boat (including gear, equipment and contents) or any loss or damage of whatever kind or nature to it, its contents or equipment howsoever occasioned, including as a consequence of Marina's sole or partial negligence or any power interruption. If Owner deposits an access key to his boat in the Marina office or otherwise directs Marina to permit third parties to have access to his boat, Owner acknowledges that Marina does not have possession of his boat, has no duty to it or to Owner for the care custody or control of such boat. There is no warranty of any kind as to the condition of the Marina or any portion thereof, including utilities, floats, walks, gangways, ramps or mooring gear, and Owner agrees that none shall be implied.

Owner, as a material part of the consideration to be rendered Marina under this Agreement (and the lower slip rental rate offered by Marina in exchange for the following consideration), hereby expressly agrees that

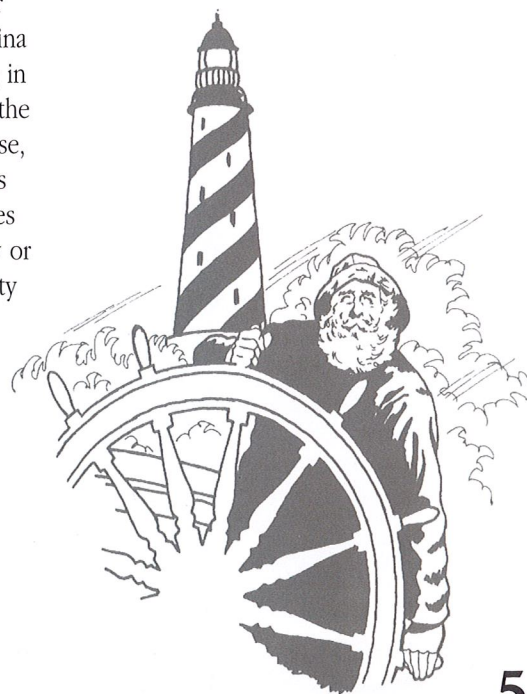
vessels, marinas and areas in and around marinas can be hazardous to both property and persons, thereby posing a substantial risk of damage and injury to both property and persons. For example, such hazards include but are not limited to slips, falls, drownings, prop wash damage, winds, waves, storms, fires, electrocutions, vessel collisions and vessel sinkings.

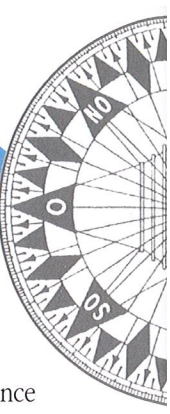
As a result of Owner's recognition of the risks associated with being present in or around vessels, the Marina and its premises, Owner expressly agrees to assume any and all risk for, waive and exempt Marina and its agents and employees, as well as hold harmless and indemnify Marina and its agents and employees from and against, any and all claims, including subrogation by Owner's insurer(s), against Marina and its agents and employees for damages to the Vessel or her appurtenances, or for injury or death to Owner, Owner's family, relatives, agents, employees, contractors, licensees, charterers, contractors, or guests that may occur on, in or about the Vessel or the Marina premises, or arising out of or relating in any way to the Vessel or any part of the Marina premises. The foregoing release, hold harmless and indemnity includes any and all claims, damages or injuries that may be caused or asserted solely or partially as a result of premises liability or the negligence of Marina or its

employee or agents. Owner also agrees to exempt, hold harmless and indemnify Marina and its agents and employees from and against any and all claims for damages, including subrogation, that may be asserted by any person, including Owner, against Marina, its employees or agents, including claims that Marina or its agents or employees were negligent.

Even if every other clause contained in this paragraph of this Agreement is deemed invalid, inapplicable or unenforceable, Owner nevertheless expressly agrees that the liability of Marina for any claim that arises out of or relates to this Agreement, including claims based on the negligence of Marina or its agents or employees, is expressly limited to \$1,000 or one month's slip fees, whichever is greater.

Should Owner wish to be relieved of the effects of this paragraph of the Agreement, Owner may do so by agreeing to an increased slip rental of 100% of the slip fees that would otherwise be





ADDITIONAL TERMS OF MOORING AGREEMENT

Continued

charged under this Agreement per month to cover the additional potential liability that Marina may incur, and the insurance that Marina will have to purchase in order to accept the risk of such potential liability.

10. OWNERSHIP & INSURANCE.

Owner will deliver to Marina on or before the boat is brought into the Marina a true copy of a current certificate of registration of ownership of the boat and to maintain on file with the marina a copy of such certificate, as renewed. It is the policy of the Almar Marinas to require all boat owners using their facilities, other than on a transient or guest basis, to have effective property damage and personal injury insurance for the protection of others, with Marina as an additional insured. Evidence of inforce insurance showing Protection and Indemnity with a minimum limit of at least \$300,000 and showing the Marina as an additional insured, must be on file with the Marina. Prior to the date of the commencement of the Mooring Agreement, Owner shall furnish Marina with evidence of such insurance and

Owner shall replace such insurance upon its termination. Owner's failure to comply with or demonstrate compliance with this provision does not in any way constitute a waiver by Marina of this provision.

11. HOUSEKEEPING. Owner agrees to make no major repairs (motor overhauls, hull painting, structural changes, etc.) to his boat while in the Marina and to keep the dock area associated with his berth clean, neat and free of all items not approved by the Marina. Due to EPA and other governmental laws, Boaters shall not introduce any hazardous waste into the Marina's waters or adjoining property. Bicycles, motorcycles and motor scooters, etc. must be kept in areas provided in the parking lot. Without Marina Manager's consent, Owner will not install any dock boxes, stairs, gangways, boat baths, etc. on Marina's docks.

12. FUEL, WASTE OIL & SOLVENTS. No boat shall be fueled from the Marina, except at an established fuel dock. Owners will not permit fuel to be transported from or to the docks. Due to EPA regulations, Owner must dispose





of waste oil, paint solvents, paint and other such chemicals, only in receptacles specifically designed by Marina for such waste and never in trash bins or other areas not posted for such materials. Failure to strictly conform to these provisions can result in severe fines. Owner will indemnify and hold Marina harmless from his or his agents' acts of wrongful dumping.

13. **UTILITIES.** Certain of Marina's berths have electricity meters. Owner agrees to pay the utility charges applicable to his metered berth or, if no meter, as may be estimated by Marina in accordance with Marina's published policy and rates. Should owner desire telephone, television, internet or other similar services when available to the mooring, Owner agrees to notify Marina in advance of any proposed arrangements.

14. **TRANSFERS AND OWNERSHIP.** No right of Owner created under this Mooring Agreement may be transferred. Any attempted transfer shall give Marina the right to terminate this agreement forthwith. The sale, chartering, rental, or other transfer of use of Owner's boat shall automatically terminate this

Mooring Agreement. If the boat moored hereunder is jointly owned, or is owned by a legal entity, the Owner signing this agreement represents that he is authorized to bind all such Owners of the boat in accordance with the terms hereof.

15. **RELOCATION OF MOORING.** Marina reserves the right to redesignate the berth provided Owner hereunder as part of more effectively meeting public needs for boat moorings and to relocate Owner's boat thereto.

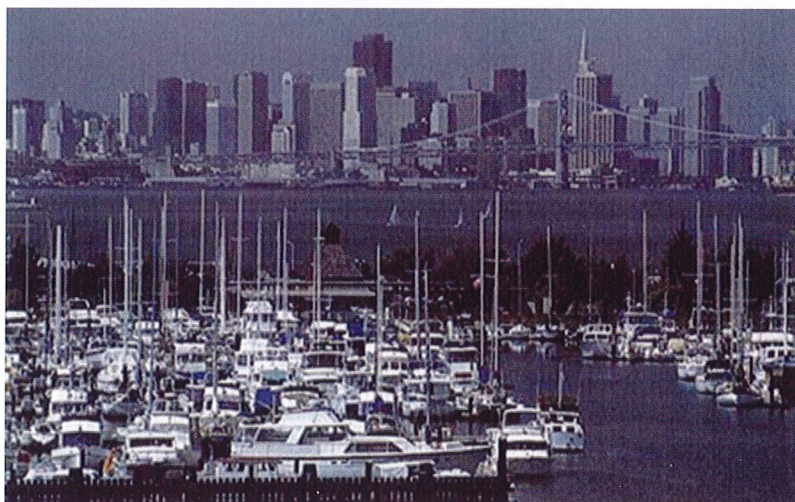
16. **COMMERCIAL ACTIVITY.** Owner shall not carry on any commercial activity from the marina or his boat without Marina's prior written consent.

17. **ATTORNEY'S FEES.** In the event either party shall incur attorney's fees or court costs arising out of or relating to the mooring relationship provided herein, the prevailing party shall be entitled to recover reasonable attorney's fees or court costs.

18. **WAIVERS.** A waiver by Marina of any performance hereunder shall not be deemed a continuing waiver or sufficient grounds for waiver of any other performance.

19. **DEFAULT.** In the event of default of the terms of this Mooring Agreement by Owner or its termination under paragraph 20 and the boat remains in the Marina, Marina shall have the right to charge and collect a chaining fee, legal fee, and its daily mooring fee (generally higher than its monthly charges) for each day the boat so remains.

20. **TERMINATION.** Marina shall have the right to terminate this Mooring Agreement at any time for default by Owner. Upon termination of this Mooring Agreement for any reason, Marina has the right to collect all sums due it and covenants concerning use of Marina's facilities shall survive such termination until all claims are settled. Failure to strictly conform to these provisions can result in fines.





MARINA ACCESS



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o help protect people's property, each Marina has installed a security system which was specifically

designed for the Almar Marinas. This System is principally intended to limit access to the dock area and to other areas where only the boaters and their guests are intended to have access.

Access is provided through individual unique plastic gate card or keys. Cards or keys should never be given or loaned to another person. Guests of Owners without cards or keys should be met at gates and accompanied to their destination by the Owners or his representative.

Owner is responsible for the acts of all of his guests or invitees, including vendors providing him services.

Accordingly, the following agreements pertain to the use of access cards or keys.

21. **OWNERSHIP RIGHTS.** The card or key shall at all times remain the property of Marina. Owner or user has no ownership rights in it. The card or key shall be used only by the person to whom it is assigned by the Marina or a person properly identified as associated with such person. Marina may revoke a card or key's use by deactivating its mechanism at any time for any reason, including apparent unauthorized use or failure to make timely payments due

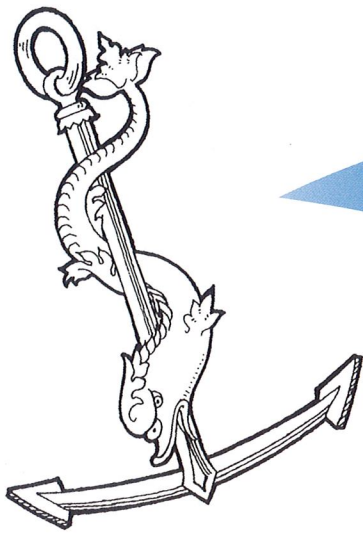
Marina, without prior notice and any fault whatsoever.

22. **EXPIRATION OF RIGHT.** The right to use a specifically assigned card or key shall expire on the earlier of (a) five years from the date issued, (b) the date Marina shall re-issue cards/keys or change its security system or (c) the date Owner permanently removes his boat from the Marina. An Owner needing a new card or key upon expiration of an old one may apply for a new one upon expiration.

23. **RESPONSIBILITY FOR USE.** Each Owner shall have responsibility for all cards or keys assigned to him or his boat whether or not he has delivered any such cards or keys to third parties. He shall not give a card or key to or permit any third person, not a member of his immediate family, to use an assigned card or key, except when Owner is in the immediate area of any such use. Any lost, misplaced, or broken cards or keys shall be immediately reported to Marina,

24. **THIRD PARTY CARDS OR KEYS.** Marina reserves the right to make cards or keys available to certain others. Nothing herein implies that the use of access cards or keys is exclusive to any one person or group.





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s provided in paragraph 8 of this Mooring Agreement, Owner will not permit anyone to

live aboard his boat except upon payment of Marina's charges for such privilege and in accordance with the following agreements. The liveaboard privilege is not granted unless so indicated on the facing page of this Mooring Agreement..

25. **DESIGNATED PERSONS.** Only the persons, not exceeding two at any one time, named on this Mooring Agreement's facing page, shall live aboard the boat. Such persons at all times shall only be the Owner, his or her spouse and members of their immediate family. The names of such persons shall at all times be on file with the Marina.

26. **OCCUPANCY.** At all times Owner agrees that occupancy of the boat shall not be in such a manner as to disturb users of boats in the Marina, whether or not the same shall be full-time occupants of the Marina. Owner expressly agrees that his boat and the facilities provided by the Marina will not be used for taking prohibited chemical substances or by intoxicated persons. A violation of such provision

shall be conclusively presumed (i) if the person is found to have a blood alcohol content exceeding permitted use on highways, or (ii) if Marina shall require the assistance of the harbor police on account of any liquor or drug related disturbance (iii) because of a related physical assault on another person or that person's property, or (iv) when one or more other users of the Marina file a written complaint with the Marina concerning Owner or users of his boat. Should Owner breach the foregoing, Marina shall have the right to terminate the liveaboard privilege upon three (3) days prior written notice and Owner agrees upon such termination to therewith discontinue any residency which has been established on Owner's boat. Any such termination shall be deemed for cause and Owner shall not be entitled to a return of any portion of the liveaboard fee.

27. **TERMINATION.** Either party hereto shall have the right to terminate this liveaboard privilege at any time, with or without cause, by giving 30 days prior written notice thereof to the other party.

28. **ANIMALS.** Except for fish, birds and other similar animals which are at all times maintained in some restraining

LIVEABOARD STATUS

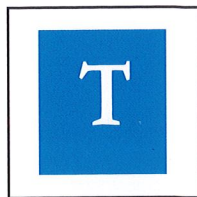
device wholly within the interior of the boat, a liveaboard Owner shall not maintain any animals or pets within the Marina.

29. **MINORS.** Owner agrees that at no time shall a child under the age of 16 years live aboard the boat for a period in excess of three (3) consecutive calendar days without prior written consent of the Marina so acknowledging.

30. **TELEPHONE & MAIL.** If requested by Marina and it is available, Owner agrees to subscribe to telephone service to his boat, the installation and maintenance of which shall be paid by Owner in addition to the Marina liveaboard charges herein provided. The telephone number assigned to Owner shall be on file with Marina at all times. Marina shall have no responsibility for delivery of mail addressed to any authorized person living aboard.



RULES AND REGULATIONS

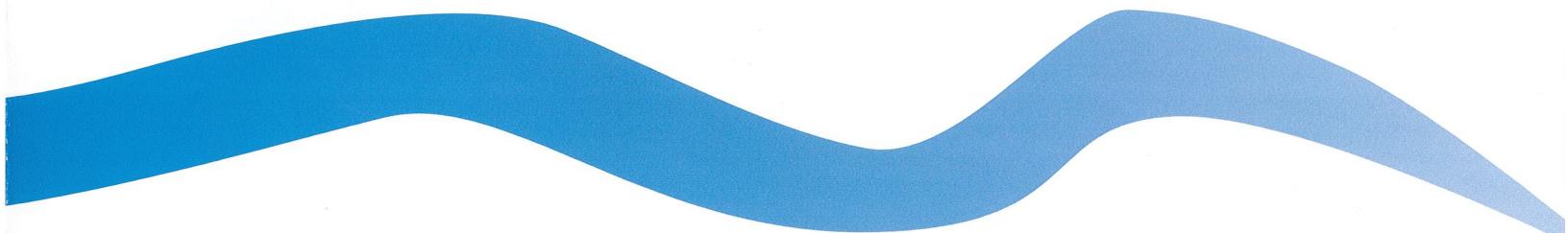


The following are rules and regulations by which activities within the Marina are conducted. Most of these rules are restatements of various governmental ordinances. Owner agrees that he and all others associated with his boat while in the Marina will observe each of them.

- R-1. Access to the Marina by a person associated with Owner using unauthorized means (e.g. climbing around gates, through window, etc.) shall entitle Marina to immediately terminate this Mooring Agreement. Propping open gates to defeat the closing mechanism or security control is prohibited and considered a very serious violation of this rule.
- R-2. No Owner shall permit any person associated with his boat to discharge any toilet or holding tank or to throw, discharge, pump or deposit from any boat or float any refuse, oil, spirits, flammable liquids, hazardous waste or polluting matter into the

harbor or Marina adjoining land. All such matter shall be disposed of in a manner as required by paragraph 12 of this Mooring Agreement.

- R-3. Except in designated areas of Ballena Isle Marina, fishing or fish cleaning within the Marina is not permitted.
- R-4. Swimming in the Marina is not permitted.
- R-5. No boat shall show "For Sale" or other similar signs unless authorized by the Marina.
- R-6. Laundering or drying of wearing apparel on the deck or rigging of a boat in the Marina is prohibited.
- R-7. No boater will permit water or power lines to cross main walks on the docks.
- R-8. Open fires and barbecues are not permitted anywhere on the Marina docks or aboard boats in the Marina. Gas fired barbecues are permitted but only on boats.
- R-9. All leashable animals shall be leashed at all times when on Marina premises. No animal shall be tied to



any part of the docks, including fingers, locker boxes, and utility outlets. The owner of an animal on the Marina premises shall be responsible for cleaning up pet feces.

R-10. No Owner shall carry on disorderly or indecorous activities or permit his guests or invitees to do so in a manner that might injure a person, cause damage to property or harm to the reputation of the Marina, this shall include noise or conduct that disturbs neighboring boaters between the hours of 10 PM to 9 AM, and any such conduct shall be cause for immediate termination of the Owner's Mooring Agreement.

R-11. The Marina provides grounded electrical receptacles for use by Owner. Owner shall connect to these

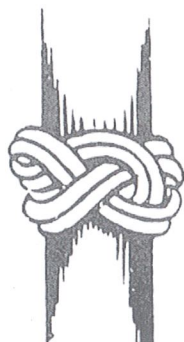
receptacles with grounded cords of sufficient wire size as required by the National Electrical Code. Cords which are obviously undersized may be disconnected by Marina Personnel.

R-12. Vehicles shall be parked in designated areas. The display of a parking permit may be required at the discretion of the Marina Manager. No parking areas shall be used to store any vehicle or trailer. Vehicles left more than seven days without Marina consent shall be deemed stored. Registration shall be current. The parking of any motor home, mobile home, camp trailer, camper or similar vehicle shall be at the discretion of the Marina Manager and a special permit shall be issued by him.

R-13. No part of any boat shall extend over the main walkway.

R-14. Owner will, at his own expense, provide adequate mooring lines. If such lines should break Marina may at its option, replace them whereupon the Owner will reimburse the Marina within ten (10) days after being billed therefor for the cost of the lines and a reasonable charge for installing them. All boats (except end and side ties) shall be moored with at least a four-point tie-up.

R-15. All marine sanitation devices shall be emptied at the designated discharge facility and no marine sanitation device such as, but not limited to, porta-potties, shall be emptied in any toilet or lavatory facility of the Marina.



RULES AND REGULATIONS

Continued

- R-16. No dinghy, inflatable boat, sabot or other similar craft will be permitted to cruise in the fairways. All such boats will be kept on the Owner's boat or, when available, in dinghy racks and not in a berth with another boat. The use of another slip at any time for any non-emergency reasons is not permitted.
- R-17. The speed limit for boats within the Marina shall be dead slow, or wakeless speed, whichever is slower.
- R-18. Except for entering or leaving a slip, the main engines of any boat or its power-generating equipment or other noise making machinery, shall not be operated between the hours 9:00 P.M. and 9:00 A.M. Engines may not be operated in gear while boats are secured to the dock and any unnecessary operation of engines is not permitted.
- R-19. Boats without a means of propulsion, either power or sail, may not be kept in the Marina.
- R-20. The Marina does not accept telephone messages for boaters.
- R-21. When the Owner offers his boat for sale, he must make arrangements to meet prospective buyers at the Marina. The Marina will not knowingly admit buyers to see his boat in the Owner's absence.
- R-22. Yacht brokers, contractors or persons working on Owner's boat must register with the Marina prior to admittance to the docks. The Owner shall notify the Marina in advance that these persons will be arriving at the Marina. All such contractors must show a harbor work permit and comply with all other "vendor requirements."
- R-23. Supplies, materials, accessories or gear of all kinds shall not be stored within the Marina except in approved dock boxes, or on board. The Marina shall not be responsible for the locks installed on the dock boxes. In the event it becomes necessary for the Marina to enter a dock box in order to effect repairs or for the safety of Marina or boats therein, it may cut any such lock.





FREQUENTLY ASKED QUESTIONS & ANSWERS

1. Q. How many marinas does

Almar operate and where are they located?

A. Almar is currently operating marinas throughout California and out to Hawaii. The names and addresses of each of these facilities are on the back cover of this booklet. Almar plans to expand its system when comparable marinas can be obtained.

2. Q. Almar offers reciprocal berthing privileges to its boaters in its other marinas. How does the reciprocal privilege work?

A. Any registered permanent boater in an Almar Marina may visit any of Almar's marinas as a guest of the Marina without additional charge for up to two weeks a year. To enjoy this privilege, it is only necessary to make the appropriate arrangements through the Marina Manager of the Marina in which your boat is permanently berthed. The date or dates of visiting the other Marina is, of course, subject to availability of space at that location.

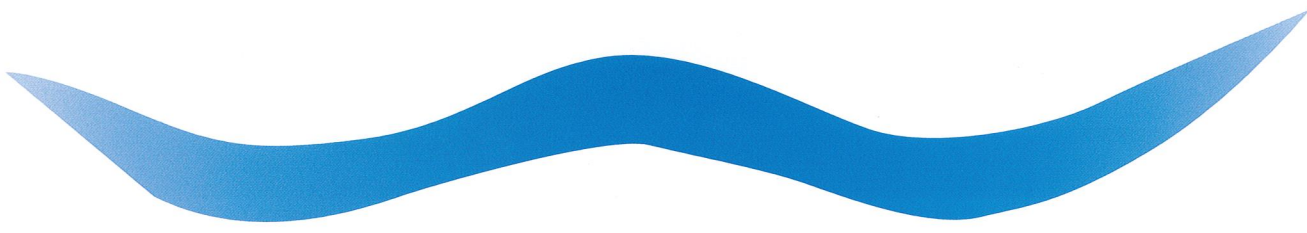
3. Q. The Mooring Agreement refers to the licensing of a mooring for a boater's use. What is the nature of this license?

A. Almar licenses a boater to use a specific mooring. It does not enter into a lease with the boater

for that mooring. The license grants to the boater the privilege of using the designated mooring, much in the same manner that a car owner enjoys the right to use a parking space in a parking lot while his or her car is being parked. Like a parking lot operator, Almar reserves the right to use the mooring space when it is not being used by the boater. In addition, each boater is given the right to use the common facilities provided to all boaters in the Marina. Except for the use of laundry and vending machines, there is no additional charge for use of the common facilities.

4. Q. What notice must a boater furnish to the Marina that he or she is electing to terminate a Mooring Agreement.

A. All Mooring Agreements provide that at least 30 days prior written notice must be given by either party to the other for any change in its terms or conditions.



FREQUENTLY ASKED QUESTIONS & ANSWERS

Continued

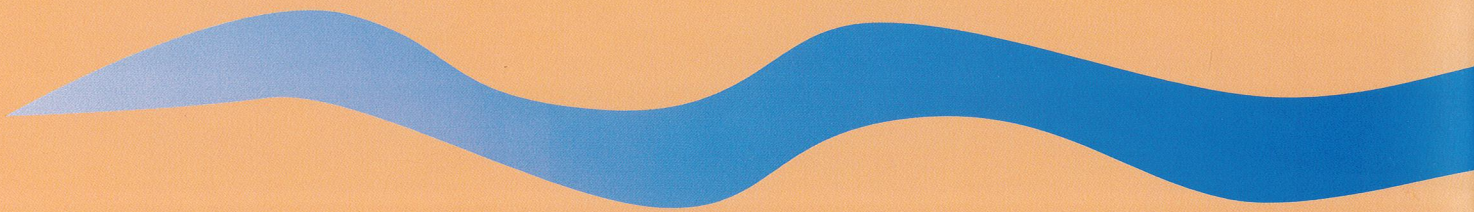
Among other things, that means that the marina cannot raise its rates or make other changes in the agreements with its boaters without giving them at least 30 days prior notice. The same applies to any notice by a boater to the Marina. That means that if a boater desires to terminate a Mooring Agreement, the boater must notify the Marina in writing of such decision. In effect, the Marina is entitled to a full 30 day notice of a termination. Each Marina has forms by which a boater may give such notice of termination, although any written notice of such an election is acceptable. A Marina will accept telephone advice of the election if it receives written confirmation of the election by the close of

business two days after such telephonic advice.

5. Q. In some of Almar's Marinas, electrical service to the boaters is based upon metered charges. How are those charges computed?

A. A number of years ago when the energy crisis was acute, the California legislature adopted legislation encouraging marinas to submeter electricity. Submetering was found to encourage conservation and more equitably apply the cost to boaters in accordance with each boater's use. It was found that larger boats use substantially more electricity equal to or greater than the total monthly berthing charges paid by them. Where electricity is not submetered, this meant that other boaters were in effect paying the cost for such excessive use. Each electrical utility supplying electricity to Almar Marinas establishes the rates for its electricity. Almar submetering marinas are furnished with these rates and they are used to calculate the charges to each boater for the electricity use by his or her boat based upon the electrical meter reading at the berth. The accuracy of the meters has been certified in accordance

with the requirements of the California Department of Weights and Measures. Some utilities, in addition to establishing a rate for kilowatt hours of electricity used, also have standby or minimum charges. Where these occur, they are also included within the Marina's billing process. Some of the harbors in which Almar's Marinas are located collect rent based upon the Marina's gross receipts, including electrical charges, received by the Marina. Where applicable that rental element may be included within the rate charge and billing to the boaters. Boaters are reminded that when submetering was introduced several years ago, slip fees, which included an element covering electricity, were reduced an appropriate amount to reflect the separate billing of electrical service. Accordingly, in those Marinas where submetering is in effect, slip rates do not include cost recovery of electricity furnished to the boaters. So in summary, Almar Marinas charge for electricity at the rates established by the utility company furnishing the service.



ALMAR MANAGEMENT
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