

Proposed Rules for the San Francisco Marina and Small Craft Harbor

- 1. Applicability.** These rules apply to the San Francisco Marina and Small Craft Harbor. The Marina consists of the property bordered by Marina Boulevard on the South, Laguna Street on the East, Lyon Street on the West and San Francisco Bay on the North. The Small Craft Harbor ("Harbor") is located within the Marina and consists of two separated harbors, the East Harbor and the West Harbor. The Marina and Harbor are managed by the City and County of San Francisco (the "City") through its Recreation and Park Department pursuant to a specific legislative grant created in 1935. All persons present on the Marina property are subject to these rules. All tenants of the Harbor are subject to these rules whether they are present at the Harbor or not.
- 2. Purpose of Rules.** The purpose of these rules is to implement and fulfill the legislative mandate that was established at the time the State of California conveyed the Marina to San Francisco. That legislative mandate is stated at Chapter 437 of the Statutes of 1935 which granted the Marina property to the City on the following terms and conditions:

"...in trust, for the uses and purposes and upon the express conditions following, to wit: said real property shall be used solely for aquatic, recreational, boulevard, park and play-ground purposes."

- 3. Authority to Interpret and Enforces These Rules.** The authority to interpret and enforce these rules is vested in the Harbormaster who is appointed from time to time by the City. In the absence of the Harbormaster, this authority may be carried out by such assistant harbormasters as may be designated by the City. All decisions by the Harbormaster shall be final unless appealed as provided by separate administrative rules and regulations on file with the Recreation and Park Department. Such rules and regulations are available to any member of the public upon request. The Harbormaster has the authority to terminate any tenancy for any violation of these rules, subject to the tenant's right of appeal.
- 4. Use of Harbor.** The Harbor shall be used solely by the owners of recreational small craft (defined as boats less than 120 feet) for recreational purposes. No commercial use of the Harbor is permitted, except to facilitate the recreational purpose of the Harbor and only upon the express written consent of the Harbormaster. Small craft owners shall rent slips (sometimes called "berths") from the Harbor as tenants for the mooring of their boats on the terms and conditions set forth in these rules. All tenants shall maintain current registration for their boats with either the State of California or the United

States Coast Guard. Current state registration shall be displayed on the bow of each boat as required by law. For boats documented with the Coast Guard, each tenant shall furnish the Harbormaster with documentary proof of current registration. All slip rentals are for recreational use only and no tenant may use the slip or the boat moored in it as a place of residence. Tenants may remain on their boats overnight on a temporary basis, but not for more than 6 nights in any 30 day period. Tenants may not use their slip as a place for the storage of their boats. Boat storage is defined as any boat that has not left its slip under its own power more than 4 times in any one year period of time. All tenants' boats must be kept in a seaworthy condition and used for recreational purposes on a regular basis. All boats must be capable of getting underway and used on the waters of San Francisco Bay at all times, except when undergoing temporary repairs. The Harbormaster may require the owner of any boat moored in the Harbor to demonstrate the seaworthiness of the boat by requiring the owner to take the boat out onto the Bay under its own power for a period time of not to exceed one hour. The Harbormaster shall give the owner of any boat 48 hours advance notice of any requirement to get underway to establish the seaworthiness of the boat. The Harbormaster shall make the final determination of seaworthiness, subject to the tenant's right of appeal.

5. **Tenant Categories and the Payment of Rent.** There shall be two categories of tenants for the rental of slips in the Harbor. Permanent tenants are those tenants who desire to moor their boats in the Harbor for periods of one month or longer. They shall have the right to occupy their slips for as long as they pay the appropriate rent in a timely manner and comply with these rules and the directives of the Harbormaster. The second category of tenant is the temporary or transient tenant. A temporary tenant is one who rents a slip for a period of one month or less, but the Harbormaster may extend a temporary tenant on a month to month basis for a period of time not to exceed 6 months. At that time the Harbormaster shall either convert the tenant to a permanent tenant or require the tenant to vacate the Harbor. All tenants shall pay the rent applicable to their slips upon such terms and conditions as are set by the City from time to time. Non-payment of rent for 60 days or more shall be grounds for termination of the tenancy. Interest and service fees may be charged on all rent more than 30 days past due. All unpaid rent shall constitute a lien against the boat and the Harbormaster may take all necessary action to prevent the removal of the boat from the Harbor until the rent has been paid. Any tenant who has not paid rent for 180 days and has not moved the boat during the same period of time shall be considered to have abandoned the boat. The Harbormaster shall mail a notice of abandonment to the last known address of the tenant. Thereafter, the Harbormaster may take possession of the boat and dispose of it in accordance with the laws of the State of California related to the abandonment of private property.

- 6. Mooring.** All slips shall be occupied by a single boat, but a tenant may also moor a small auxiliary boat or stage alongside the boat if it fits within the confines of the slip. All such auxiliary craft shall not be longer than 10 feet or wider than 4 feet. All boats shall be securely moored with sturdy mooring lines. The Harbormaster may require a tenant to repair or replace mooring lines which the Harbormaster deems inadequate for the boat. The Harbormaster may also replace, at the tenant's expense, any mooring line that the tenant has failed to replace or which needs replacement on an emergency basis to secure the safety of the boat. The Harbormaster may board any tenant's boat without the tenant's consent if, in the opinion of the Harbormaster, the boat is in danger of sinking or breaking loose from its mooring. The Harbormaster may also cause any water in the boat to be pumped out at the tenant's expense if the water is causing any danger to the boat. The Harbormaster shall notify the tenant as soon as reasonably possible of the boarding of the boat and the action taken onboard by the Harbormaster.
- 7. Applications for Slips.** All applications by boat owners to become tenants of the harbor shall be made on written application forms provided by the Harbormaster. In the event that there are no vacancies for the size of boat owned by the applicant, the Harbormaster shall maintain a waiting list based on the chronological order of applications received. As vacancies become available, slips will be rented in the chronological order in which applications were received. Each owner shall be given a designated slip number where the boat shall be moored. Any exchange of slips between existing tenants may be done provided the boats in question are the correct size for the slip and the Harbormaster has approved the exchange. The Harbormaster shall not deny any exchange approval in the absence of any adverse consequences to the operation of the Harbor.
- 8. Sale of a Tenant's Boat.** Upon the bona fide sale of a tenant's boat, the tenant may continue the tenancy provided that the slip is occupied by another boat owned by the same tenant within 60 days of the sale. Alternatively, the tenant may assign the slip to the purchaser of the boat upon proof, satisfactory to the Harbormaster, that the purchase is bona fide and the new owner otherwise qualifies to be a tenant in the Harbor. In the case of a new owner, the Harbormaster may charge a transfer fee not to exceed one month's rent and the Harbormaster may require the new owner to furnish documentary proof of purchase. Upon the death of a tenant, the tenant's personal representative shall become the new tenant in the decedent's place. The personal representative shall have all the same rights and obligations of the deceased tenant. Any heir who inherits the boat from the decedent shall have the same rights and obligations as a Harbor tenant as the decedent.

- 9. Tenant's Absence from a Slip.** A tenant may be absent and vacate the rented slip for a period of time not to exceed 2 years. The tenant shall be responsible for the payment of the rent on the slip during any absence and shall notify the Harbormaster of the time duration of the absence. During any such absence, the tenant may sublet the slip to another boat owner whose boat qualifies for the slip and who otherwise complies with these rules. The tenant shall give the Harbormaster immediate notice upon any such sublet and provide the Harbormaster with a complete description of the boat and all contact information for the subtenant. The tenant will remain responsible for the rent and the Harbormaster shall not accept rent payments from the subtenant. Any such subtenant automatically becomes subject to these rules. Any violation of these rules by the subtenant shall be grounds for the immediate termination of the sub tenancy.
- 10. Disposal of Waste Materials.** All refuse shall be deposited in the refuse containers at the head of the docks. No refuse shall be deposited in the Harbor waters or left on the docks. No oils, contaminants or human waste shall be dumped into the Harbor waters. All boats shall be equipped with proper holding tanks to contain human waste until it can be properly disposed of outside the Harbor or evacuated into the waste disposal facility located within the Harbor.
- 11. Dock Obstructions and Equipment Storage.** No tenant shall allow obstructions, equipment, gear or other materials to remain on the docks except on a temporary basis while the tenant is present. Any such materials found to be unattended on the docks may be removed by the Harbormaster and stored at the owner's expense. Each slip shall have one Harbor furnished dock box for the storage of gear related to the tenant's use of the slip. No tenant furnished storage boxes are permitted on the docks. Each tenant may provide one boarding stool, step or multiple steps for the purpose of boarding the boat. Any such boarding device shall be not wider than one-half the width of the dock and not higher than three feet.
- 12. Water and Power.** Each slip will be furnished with one water outlet and one 120 volt power outlet. The cost of water and power is included in the rent. The tenant is responsible for using electrical power in accordance with generally accepted electrical safety standards. No power usage shall be left unattended except for properly operating space heaters and for battery charging. Water usage shall be limited to the washing of boats and the filling of water tanks. Continuous water usage in the absence of the tenant is prohibited.

- 13. Boat Maintenance.** Minor boat maintenance may be done while the tenant's boat is in the slip. No exterior maintenance shall be done that causes debris or waste matter to settle on the boats of other tenants. Sanding, painting and varnishing are permitted, but no spray painting is allowed. All maintenance equipment must be stored on board the boat or in the Harbor supplied dock box. Maintenance equipment may not be left on the docks except on a temporary basis while the tenant is present.
- 14. Conduct Within the Harbor.** All tenants and their guests shall behave in a cordial manner and not create disturbances that are nuisances or annoying to other tenants. No tenant shall board another tenant's boat without that tenant's consent. Alcoholic beverages may not be consumed on the docks unless part of an official function approved by the Harbormaster. No loud noises, horns, loudspeakers or similar devices shall be used in the Harbor, except as a navigational warning signal while entering or exiting the Harbor. No swimming is permitted in the Harbor. No fishing or fish cleaning is allowed from or on the Harbor docks. The use of bicycles, skate boards and the like on the Harbor docks is prohibited. Pets are allowed in the Harbor provided they are on leash or held by their owners. No animals are allowed to run free on the Harbor docks. All boats shall be operated in a safe and seaman like manner when entering and exiting the Harbor. The speed limit of 4 nautical miles per hour shall be observed at all times. All boats shall be operated in the Harbor in accordance with all navigational rules and regulations as published by the United States Coast Guard, local ordinances and any other laws that apply to the operation of vessels on navigable waterways. The Harbormaster has the authority to enforce all such laws and rules.
- 15. Insurance.** Each tenant shall provide adequate liability insurance in connection with the operation and ownership of the boat within the Harbor. Liability limits of not less than \$300,000 may be required by the Harbormaster. Upon the request of the Harbormaster, each tenant may be required to provide documentary proof of such insurance.
- 16. Harbor Security.** The Harbor provides no security services for the boats moored in the Harbor other than providing lockable gates at the entry point for each dock. Each tenant is responsible for boat security and will make certain that their boats are properly secured while left unattended. Each tenant is also responsible for making certain that the entry gates are properly locked after each entry or exit. Any inoperable locks will be immediately reported to the Harbormaster by any tenant who observes this condition. Only the tenants, their guests, and/or their contractors are permitted on the Harbor docks. The general public has free use of the Marina, but the Harbor docks are off limits to the general public.

17. Harbor Maintenance. All maintenance of Harbor facilities shall be carried out by authorized Harbor personnel. No tenant shall attempt to perform maintenance on Harbor facilities. All tenants are encouraged to report any needed maintenance to the Harbormaster. No tenant shall construct any additional structures to the Harbor docks.

18. Marina Parking. Parking is permitted in and around the Marina as is posted on various signs and striped parking places. Certain parking places are reserved for tenant use only during weekends and holidays. The Harbormaster shall issue 2 parking permit stickers for each tenant. The parking stickers shall be affixed to the rear bumper of each vehicle the tenant intends to park in the restricted parking areas. Parking regulations shall be enforced by Harbor personnel and the San Francisco Department of Parking and Traffic. Parking enforcement shall be in accordance with the parking ordinances of the City and these rules.

19. Signage. No signs, posters or similar devices intended to publicize a message shall be erected within the Harbor; except that any tenant may place a sign on a boat to the effect that the boat is for sale. Any such sign shall be no larger than 4 feet by 4 feet and shall be limited to a statement that the boat is for sale and contact information for any person interested as a buyer.

20. Violation of Rules. Any violation of these rules by a tenant is grounds for the termination of the tenancy. In the case of a violation that may be cured by the tenant, the Harbormaster may, at his/her discretion, allow the tenant up to 30 days to cure the violation. Failure to cure the violation within the 30 period shall result in an automatic termination of the tenancy and the removal of the boat from the Harbor.

21. Approval of Rules. These rules were approved by the San Francisco Recreation and Park Commission at a meeting held on _____, 200_, resolution no._____ .