



DEPARTMENT OF THE NAVY
JOINT BASE PEARL HARBOR-HICKAM
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JOINT BASE PEARL HARBOR-HICKAM INSTRUCTION 1710.1A

From: Commander Joint Base Pearl Harbor-Hickam

Subj: JOINT BASE PEARL HARBOR HICKAM MARINA PROGRAM OPERATIONS

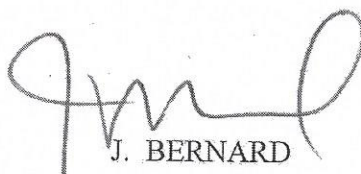
Ref: (a) DoDINST 1015.10
(b) DoD 4160.21-M
(c) CNICINST 1710.3
(d) DoDINST 700-14R
(e) JBPHHINST 5510.2A

Encl: (1) Program Definitions
(2) General Regulations
(3) Wet Stored Vessels
(4) Live-Aboards
(5) Dry Storage
(6) Boat Ramp Access and Water Way Restrictions
(7) Boat Rental
(8) Sail Boat Instructional Classes
(9) Canoe Program
(10) Navy MWR Secured Storage Agreement
(11) JBPHH Live Aboard Agreement
(12) Process for Non-Compliance

1. Purpose. This instruction prescribes the regulations, terms, conditions and provisions under which recreational boating use and storage activities may occur on Joint Base Pearl Harbor-Hickam (JBPHH). This instruction amplifies references (a) through (e).
2. Information. Per reference (a), JBPHH Morale, Welfare and Recreation (MWR) Marina Program is available for use by active duty military, retired military, reservists, DoD civilian personnel and their authorized dependents.
3. Action. All patrons of the JBPHH MWR Marina Program shall read, review and comply with the regulations outlined in enclosures (1) through (12). These regulations shall be posted on the JBPHH MWR Marina's bulletin boards located within their facilities.
4. Records Management. Records created as a result of this instruction, regardless of media and format, must be managed per SECNAV Manual 5210.1 of January 2012.

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5. Review and Effective Date. Per OPNAVINST 5215.17A, JBPHH will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, and consistency with Federal, DoD, SECNAV, and Navy policy and statutory authority using OPNAV 5215/40 Review of Instruction. This instruction will be in effect for 10 years, unless revised or cancelled in the interim and will be reissued by the 10-year anniversary date if it is still required, unless it meets one of the exceptions in OPNAVINST 5215.17A, paragraph 9. Otherwise, if the instruction is no longer required, it will be processed for cancellation as soon as the need for cancellation is known following the guidance in OPNAV Manual 5215.1 of May 2016.



J. BERNARD

Distribution:

JBPHH Department Heads

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PROGRAM DEFINITIONS

JBPHH Marina programs are identified and categorized as follows:

1. Non Live-Aboard Wet Slip Rental. Contractual annual rental of slip at either Hickam Harbor or Rainbow Bay Marina (RBM).
2. Live-Aboard Wet Slip Rental. A designated tenant that uses his/her moored vessel located at RBM as primary domicile under an annual contract.
3. Temporary Short-Term Rental. Slip rented on a temporary basis with a contract established for day to day use.

TYPE	DURATION	LOCATION
Non live-aboard wet slip	Annual Contract	RBM/Hickam Harbor
Live aboard wet slip	Annual Contract	RBM
Temporary Short-Term	Day to Day	RBM

4. Boating Programs. Boating programs consisting of sailing instruction and boat rentals at Hickam Harbor Marina and Pearl Harbor RBM as follows:

- a. Instructional programs designed to provide and teach youth and adults good seamanship skills and safe boating practices.
- b. Daily rentals of sailboats, pontoon boats, powerboats, kayaks and canoes for on premise use only.

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GENERAL REGULATIONS

1. Marina Rental. Lessees renting dock or dry storage space, on either an annual or short-term contract, at JBPHH MWR Marina Programs (herein referred to as the "Marina") must comply with all applicable Federal, Coast Guard, State of Hawaii and local laws, ordinances, rules, regulations and instructions regarding berthing of vessels at a marina.
2. Rental Fees. The fees for all rentals at the Marina are approved by Joint Base Commander and enforced by the JBPHH MWR Program Manager. All Marina berthing and boat/trailer storage agreements at the Marina are subject to cancellation should future Navy or Marina operational requirements dictate.
3. Priority Policy. Slips are assigned based on the priority system outlined below. This policy applies to wet storage slips, dry boat/trailer storage spaces and live aboard slips:
 - a. Eligibility
 - (1) Priority I: Members on Active Duty and Activated Reservists.
 - (2) Priority II: Retired Military and other members of the Reserve Components.
 - (3) Priority III: Current and Retired DoD employees.
 - b. The number of live aboard wet slips will be established as a percentage (not to exceed 20%) of total operable slips. No less than 80% of operable slips will be available to non-live aboard wet slip customers.
 - c. A waitlist will be managed for all three groups. Once the priority 1 patrons list is exhausted, slips will be offered to priority 2 customers and once the priority 2 list is exhausted, slips will be offered to priority 3 customers.
 - d. Initial contract will be for two years. Contracts for Priority 1 patrons may be extended for three option years after the initial contract expires, as long as the patron's priority has not changed. Contracts for Priority 2 and 3 patrons may be extended for an additional three option years, as long as no waitlists exist. If a patron is required to vacate his/her space due to a waitlist, he/she may request to have his/her name placed on the appropriate wait list as a new patron at the time the slip/storage agreement is terminated.
 - e. Wait lists will be validated every year.
 - f. To occupy wet slips, boats must be seaworthy and owners must provide proof of liability insurance and registration. If a slip is assigned, the owner will have 60 days to move his/her boat to the RBM and provide documentation, otherwise the slip will be reassigned to the next patron on the waitlist. Once the contract is signed, billing for the slip will commence immediately, regardless if the boat is occupying the slip or not.

Enclosure (2)

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g. Waivers requesting exception to policy must be routed through Joint Base Commander and will be considered on a case-by-case basis.

4. Wet Slip Availability. Wet slips are available for mooring privately owned boats. One permanent slip per person is authorized.

5. Dry Space Availability. Dry storage lots are available for parking privately owned boats, boat trailers and boating gear trailers. One permanent storage space per person is authorized. Parking of private boats and trailers is restricted to assigned spaces only.

6. Temporary Space Rental. Lessees may rent an additional storage space/slip on a temporary basis, based on availability. Lessees will be given a 14-day notice when they must vacate the temporary space for other eligible patrons.

7. Transient Mooring. Temporary mooring may be provided to transients based on availability of open slips. Boats must have all proper documentation and individuals will be charged on a daily basis, based on size of the boat.

8. Space Occupancy. Only one vessel or trailer shall be parked in assigned space/slip. Lessees shall not sublet any storage space/slip. Only one 4-foot by 8-foot storage box or locker will be allowed in the back of the dry storage space. No further items or debris will be permitted on or around the space. Shade structures and awnings may be used at Rainbow Bay Marina only; these must be approved by the Marina Manager and kept in good condition.

9. Fees and Charges. Fees and charges have been determined and established for each element of the Marina program. These fees and charges are reviewed annually based on customer price sensitivity, comparable competitive pricing and program needs. Patrons will be given 3 months' notice prior to fee increases. Fees and charges may be obtained by calling 449-5215 (Hickam Marina) or ~~784-0107~~ (Rainbow Bay Marina). *KL*

784-0107

10. Vacant Slips. Lessee is required to notify the Marina Manager in writing when he/she expects his/her vessel to be away from the slip for a period longer than 72 hours.

11. Eligibility. Lessee warrants that he/she is the owner of the vessel described in the Navy MWR Space Rental/Storage Agreement. If the vessel docked or stored is jointly owned, the lessee signing the rental/storage agreement certifies that he/she is authorized to bind all owners of the vessel per the terms of the agreement. Non-DoD co-owners are not authorized on the premises without proper DoD escort.

12. Registration/ Documentation. Lessees are required to register or document their vessels as prescribed by law. Proof of current registration will be attached to the hull of the vessel, as applicable. Copies of the current registration/documentation, safety checks, proof of insurance,

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Coast Guard Safety Inspection, trailer inspection and Pearl Harbor permit must be on file at the Marina office. Failure to provide current documentation will be grounds for termination of the rental agreement.

13. Insurance. All Lessees are required to maintain current liability insurance in the amount outlined in the rental agreement. Lessee shall list JBPHH MWR as an interested party on their insurance policy.

14. Security of Personal Property. MWR is not responsible for the security of any personal property while boat is docked or stored at the Marina.

15. Release of Liability. JBPHH and MWR are not responsible for loss, damage, or theft of personal property or for injuries sustained by Lessee or his/her guests. As consideration for use of these facilities at reduced rates, Lessee agrees to indemnify, defend, and hold harmless Navy, Morale, Welfare and Recreation, their employees, agents, and contractors from all loss or injury and assumes full responsibility for self, executors, heirs, or family for bodily injury, death and loss of personal property and any expenses as a result of negligence or the negligence of the Navy, MWR and its staff. In short, Lessee cannot sue the Navy or its staff, and if they do they cannot collect any money. Lessee agrees to jurisdiction and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, whichever is applicable. As liquidated damages, Lessee agrees that, if the Navy or any staff is forced to defend any action, lawsuit or litigation by self, executors, or heirs on family's behalf, accordingly, Lessee, heirs or executors agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect.

16. Commercial-Use Vessels/Vehicles. Vessels and vehicles stored at the Marina shall not be used for any type of commercial use, including but not limited to, chartering of vessel, providing diving services or any other commercial use. Additionally, vessels/vehicles stored at the Marina shall not display signs advertising any commercial enterprise.

17. Keys and Pass Codes. Keys and access codes will be issued to registered owners only.

a. Lock combination and keys. To provide 24-hour access, gates to the slips and dry storage lots may be secured with combination or key locks. Lessee shall not give or permit any third person a combination or key to use unless it is a member of his/her immediate family. Each Lessee is responsible for all combinations and keys issued to them, whether or not he/she has delivered the combinations or keys to third parties. Any broken, lost, misplaced locks or keys shall be immediately reported to the Marina Manager. Keys that are issued shall not be duplicated and shall be returned immediately to the Marina Office when the purpose for which they were issued is completed, or when requested by the Marina staff.

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b. For patrons requiring use of keys • Up to a maximum of two gate keys will be issued at no cost. A fee per key will be assessed for replacement keys. For Live Aboard patrons, a maximum of two gate remote controls will be issued at no cost. A fee per remote control will be assessed for replacement.

c. For patrons requiring use of pass codes: Combination access to the facility will be changed monthly. It is the patron's responsibility to obtain the access code from the Marina Office. Code will be withheld if there are balances owed on account or if paperwork is not current.

18. Access. Access to docks and storage lots will be limited to Lessees only, with the following provisions:

a. Access for workers, brokers, or contractors

(1) Lessees must obtain prior approval from the Marina Office for workers, brokers or contractors to perform repairs and maintenance.

(2) All of Lessee's hired workers, yacht brokers, contractors, and unaccompanied guests must sign in/ register in the Marina Office prior to being admitted on the docks. The Lessee shall notify the Marina in advance that these persons will be arriving at the Marina. All contractors must be licensed and insured.

(3) Contractors must sign a professional conduct form before being allowed access to do work at the Marina.

b. Guests

(1) Guest of Lessee will be met at the gate and accompanied to their destination by the Lessee or his/her representative.

(2) Lessee agrees to indemnify, defend, and hold harmless the Navy and its staff for all acts of his/her guests and/or invitees.

c. Unauthorized entry

(1) Access to the docks and storage lots by Lessees or a person associated with Lessee using unauthorized means (i.e., climbing around gates, over fences, via boat, etc.) could result in the immediate termination of Lessee's lease agreement.

(2) Propping open gates to defeat the closing mechanism or security control is prohibited. Lessees must always close and latch the gate behind them to discourage unauthorized entry by others.

d. Sale of private property

(1) When a Lessee offers their private property for sale, he/she must make arrangements to meet the prospective buyer.

(2) The Marina will not knowingly admit buyers to see private property in the Lessee's absence unless the Lessee has made prior written arrangements.

19. Housekeeping. Wet stored boats must be kept clean, in a good state of repair and be in a "ready-to-use" condition at all times. Covers must be presentable and in good condition. Boats must not have flaking paint, rust, loose parts, etc. Docks must be kept clean and free of trash and clutter.

20. Maintenance and Repair. Any major maintenance on any vehicles/boats is prohibited in any storage area. For Live-Aboard tenants, this also includes personal property such as privately owned motorcycles and automobiles. Any maintenance includes: actions requiring jacks or other equipment to raise the vehicle/boat while underneath, a lift to remove engines and other large mechanical components, priming or painting, welding, etc. Under no circumstances is the changing of oil or other fluids permitted.

a. Vessel/Trailer owners are responsible to secure their property preventing possible theft and damage to other vehicles/boats caused by high winds. It is the owner's responsibility to remove any items that are able to be pilfered from the vehicle/boat.

b. Piers and storage lots at Fosters Point, Bishops Point, and Hickam Harbor Marina Storage lots do not have power or water sources. Vessels in these areas will not use electrical power when the boat owner is not present. Electrical cords will not be left unattended. Patrons may only use electrical power when they are present.

c. Vessels in storage lots may use water source while present but must remove and store water hoses on their vessels.

d. Vessel/trailer covers are the responsibility of the owner. The intense sun in Hawaii rots them out in about 6 months. Please plan to replace these often. Torn/damaged tarps will be removed by Marina staff and any resulting damage will not be the responsibility of the Marina.

e. Lessee is responsible for keeping the docks open and free of debris. All residue or other byproducts of work or other activities must be removed daily. Welding, major construction or repairing, spray painting on the exterior of the vessel, exterior sandblasting or any work beyond routine repair or replacement shall not be permitted on the docks, in the storage lots or on Marina grounds. The Lessor shall determine what constitutes "work beyond routine repair or replacement". Paint removers, burning of paints, sanders without dust collectors, etc. shall not be used on topsides or above decks. Painting of any sort, including spray, brush or roller painting, is prohibited on the docks and Marina grounds. Varnishing and wood sealing must be

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done in compliance with all government agency regulations. Any maintenance or repairs that results in overboard discharge is prohibited. Lessee shall be liable for any and all damage caused by Lessee to JBPHH property or to the property of other Marina patrons. Navy Marina personnel and lessees must comply with all Federal, State, and Base Regulations governing such uses. Onboard oil changes while permissible, require notification of Marina Manager or staff. Owner must be able to present proof that a HAZMAT spill kit is present.

21. Improvements. Lessee may not make any improvements or additions/attachments to any dock, slip, or storage space without written permission from the Marina Manager. The Marina staff may remove all non-approved improvements, additions and/or attachments at Lessee's expense. All approved improvements shall become the property of JBPHH unless specified otherwise in writing by the Marina Manager.

22. Washing Private Property. A wash area is provided for fresh water washing of boats and vessel trailers. No vehicles or RVs will be washed on any part of the Marina grounds unless an area has been designated for this purpose.

23. Waste Disposal. Lessees shall not permit any of his/her guests or invitees to throw, discharge, pump, or deposit any refuse, oil, paint, paint solvents, spirits, flammable liquids, hazardous waste, or polluting matter into the water or on Marina grounds or adjoining land. All such matter shall be disposed of properly and lawfully in accordance with all Federal, State, and Base Regulations. Boat owners are responsible for properly disposing of all personal hazardous materials (oils, paints, solvents, chemicals, batteries, etc.). Disposal of hazardous materials in trash bins is prohibited. Failure to strictly adhere to these provisions may result in severe fines and/or penalties including termination of rental agreement (s) and parking privileges at the Marina. Lessee shall indemnify and hold harmless the U. S. Government, the Department of the Navy and any of its agents, representatives and employees from any acts of wrongful dumping by Lessee. Lessee and his/her guests or invitees should refrain from using toilet facilities onboard boats not equipped with black water storage tanks while at the docks. The Marina provides adequate restroom facilities. Discharge of sewage overboard within the harbor is strictly prohibited.

24. Flammables. Flammable materials or chemicals may not be stored in storage lots, on the dock or in dock boxes. This includes, but is not limited to, propane, gasoline, solvents, and paints. Accumulation of materials that constitute a fire hazard is strictly prohibited. Expeditionary type gas-containers will not be stored anywhere in the storage lots.

25. Right to Access. The Marina staff may enter any private property to effect repairs or where it is deemed necessary for the safety of patrons and the protection of property. If a lock must be cut to gain entry to Lessee's property, an attempt shall be made to notify the Lessee.

26. Fuel. Fueling or transferring fuel while on the docks, on Marina grounds, onboard boats secured to the dock, or in the storage lot is prohibited without the written approval of the Marina Manager.

27. Locker rooms. Locker rooms are provided for use by Marina patrons and their guests/invitees. Patrons utilizing the facilities are requested to help maintain their cleanliness by picking up after themselves. Personal items left out will be disposed of. All patron lockers must be labeled and have locks on them.
28. Outdoor Community Lounge. An Outdoor Community Lounge is provided for use by authorized patrons. All personal items must be removed and trash must be emptied after each use.
29. Children. As the danger of injury to children is increased by lack of adult supervision, children under the age of 14 are not allowed in storage lots, docks and waterfront area unless closely supervised by parents or an adult guardian. Parents will ensure that non-swimmers and toddlers wear lifejackets when on the docks or boat decks. Lessor does not provide lifeguard services at the Marina.
30. Animals. Dogs and other pets are permitted on the Marina grounds only when properly licensed and leashed, in accordance with Hawaii State Laws, and attended by the owner. Leashes are not required in the fenced in dog run. No animal shall be tied to any parts of the docks including finger piers, locker boxes, and utility outlets. The owner shall be responsible for the animal on the Marina premises and shall be responsible for immediately cleaning up after their pets or be subject to termination of their rental agreement. Animals shall not disturb other patrons. Pets are prohibited from swimming in the ocean on JBPHH. Pets are restricted from all heads, laundry facilities, and Marina buildings. Pets belonging to live-aboard patrons must be registered with the Marina office.
31. Phone Messages/Mail. Lessor will not take or relay telephone messages for Lessee. Additionally, Lessor will not accept or hold mail for Lessee.
32. Bicycles and Skateboards. Skateboards, roller-skates, bicycles, and other similar wheeled devices are not permitted to be used on the docks, walkways, or common areas. Skateboards, roller-skates, bicycles and other similar wheeled devices may be used to transit the Marina grounds, but the operators are required to wear a helmet, and are prohibited from loitering and horseplay. Bicycles will be stored in designated bike storage areas only; securing bicycles with a cable/chain is recommended.
33. Signs. All signs must be approved, in writing, by the Marina Manager prior to being displayed at the Marina. Bulletin boards are provided at the Marina office for the posting of 8.5" x 5.5" cards advertising of personal property for sale. The cards must be approved by the Marina Manager prior to posting, be dated, and will be removed after 30 days. "For Sale" signs no larger than 11" x 17" are authorized to be posted on the boat. No commercial solicitation or other advertising of any kind is allowed on the Marina premises or vessels.
34. Responsibilities. Lessees should notify the Marina of any unsafe or hazardous conditions that come to their attention. Disorderly or improper conduct by any Lessee or guest that might cause harm to another, damage to property or harm the reputation of the Marina is prohibited.

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35. Tool and Shop Use. The Marina workshop is off limits to all patrons. Tools and/or supplies of any type will not be loaned or given to any patron.
36. Loss of Privileges. The Marina reserves the right to deny privileges to any patron, including visiting yachtsmen or guests, and to have any person under the influence of alcohol or drugs removed from the premises. Violations of Marina rules and regulations or boisterous/ offensive conduct shall be grounds for temporary or permanent removal of the offender from Marina grounds. Patrons found in non-compliance with the Navy MWR Space Rental/Storage Agreement and/or any of these rules will be subject to cancellation of slip/ storage privileges. Actions that could result in injury or damage to property and/or the environment constitute a safety hazard and may result in immediate termination of the agreement. Minor infractions to the rules will result in a verbal warning followed by a written warning. Failure to correct the deficiency/infraction will be reported to the Joint Base Commander and may result in termination of the agreement.
37. Parking. There shall be no parking, at any time, in the red zones (fire lanes). Long term parking is not allowed without proper registration and prior written approval by the Marina Manager and is subject to availability of space. Long term parking is defined as any period in excess of 72 hours. On Marina grounds, vehicles will not be driven on areas other than paved hardtop. The loading zones are for loading and unloading only for a period not to exceed twenty minutes. Handicap spaces are reserved for eligible vehicles. Temporary boat trailer parking in the Marina parking lots is allowed for day use only and must be removed or relocated prior to 2200 to a temporary dry storage space assigned by the Marina Manager. No storage type vans/trucks, campers, RV's, or utility trailers will be permitted to park overnight on Marina grounds.
38. Firearms. No firearms are allowed on Marina property, onboard any vessel, in any vehicle, or on any person at the Marina. Properly stored flare guns kept aboard vessels for safety are allowed.
39. Quiet Hours. Quiet hours are from 2200—0800 daily.
40. Rights to moor/store. Patron may cruise up to 18 months without losing their rights to return to their slip. After 18 months, the Navy MWR Space Rental/Storage Agreement will be terminated.
41. Disputes. The Navy MWR Space Rental/Storage Agreement is governed by the admiralty and maritime laws of the United States of America and any and all disputes between the parties arising under this Agreement shall be subject to the exclusive jurisdiction of the United States District Court for the State of Hawaii.

WET STORED VESSELS

1. Locations. Long-term wet slip rentals are available at the following locations:
 - a. Pearl Harbor Rainbow Bay Marina for various size boats up to a maximum length of 47 feet.
 - b. Hickam Marina for boats up to 25 feet for boats with keels and 28 feet for motorized boats (with a draft no more than three foot).
 - c. Hickam Bishop Point is strictly for commercial MWR contracted boats.
2. Vessel Condition and Readiness. Vessels must have good watertight integrity and be kept in "ready-to-use" seaworthy condition. Bilge pumps must not be dependent on electrical service from pier receptacles for operation. The Marina manager may terminate slip/side tie privileges or refuse to assign a vessel to a slip/side tie if the vessel is not seaworthy, is improperly maintained, or presents a danger to the property of others. All vessels must be able to get underway with their own propulsion system(s). Each boat owner must demonstrate, on a semi-annual basis or at the discretion of the Marina Manager, the ability to get underway and operate within either Pearl Harbor or Hickam Harbor by sailing to buoy 2. Lessee's boats will be deemed not seaworthy if unable to get underway within 10 calendar days from the date written notification is placed in the United States mail and sent to the address on file in the Marina Office. Lessee will be required to have his/her boat removed from the facility if the boat is deemed not seaworthy. The boat will not be allowed to return to the slip until required repairs have been completed. The Marina Manager may require a written survey and/or USCGAUX Courtesy Marine Examination (CME) of the boat, confirming seaworthiness, prior to allowing the vessel to return. If, after 30 days, the boat has not been repaired or confirmed seaworthy, the contract may be terminated.
3. Boat Float Plan. All boat owners are required to complete a Boat Float Plan and submit to the Marina Office prior to any vessel movement. Boat Float Plans will require the following information:
 - a. Name of boat, make, type, size, and color
 - b. Names of skipper, crew and guests on board
 - c. Departure date and estimated date of return
 - d. Destination and date of expected arrival
 - e. Emergency point of contact
 - f. VHF channel used for monitoring

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4. Dock Lines. Lessees are solely responsible for the safe mooring of their vessel and providing adequate dock lines, regularly inspecting docking attachments and reporting any unsafe dock fittings to the Marina manager. Anti-chafe gear should be used around cleats and anywhere lines rub against the vessel. Dock lines may not cross major walkways. The marina reserves the right to replace any frayed, worn, or broken mooring lines at Lessee's expense and to board any vessel when deemed necessary to effect repairs. Lessee shall reimburse the marina within ten calendar days after being billed for labor and material costs associated with the replacement of Lessee's mooring lines. The Lessee will be held responsible for any damage caused as a result of Lessee's boat breaking loose from the dock.
5. Ample Fenders. Lessee must provide ample fenders for his/her boat for the protection of the Marina docks. If Lessee fails to provide ample fenders, the Lessor may, at Lessee's expense, replace/provide fenders when deemed necessary for the protection of the Marina docks. Lessee shall reimburse the marina within ten calendar days after being billed for labor and material costs associated with the replacement of Lessee's fenders.
6. Dinghies and Tenders. Dinghies and tenders must be stored aboard the vessel, within the slip, or in assigned dry storage racks only. At no time shall dinghies/tenders be stored on piers or fingers.
7. Vessel Overhand and Boarding Steps. Boarding steps must not be wider than half the width of the finger pier. No boat, or part thereof (i.e. bow sprit, plant, bow pulpit, anchor, swim step, etc.) shall overhang the docks, piers or walkways in such a way as to affect a pedestrian's normal course of ingress or egress. No part of a vessel may extend into the waterway more than three feet beyond the length of its assigned slip unless the Marina Manager grants written permission.
8. Dock Storage Boxes. Lessees are responsible for the care of assigned dock boxes and will be held liable for any damage occurring thereto. Dock boxes must be secured by a lock or other securing device when not in use. Only one dock box is permitted per berth. The Marina staff is authorized to enter dock boxes in order to affect repairs therein. No flammable and/or hazardous materials are allowed to be stored in the dock boxes. Only dock storage boxes supplied by the Marina may be used.
9. Pushcarts. Pushcarts provided at the dock are for general use and shall be returned to the designated storage. Marina pushcarts are not to be used by contractors, boat workers, etc. Pushcart users must clean carts after use and wipe up any spills, stains or contamination.
10. Electricity. Per fire codes and regulations, all connections to the electrical system shall consist of a marine grade weatherproof, three wire, ground type connection and be UL approved. No other type of electrical connection will be permitted. Lessee must use a feed interrupt (GFI) extension, or have a separate circuit breaker installed in compliance with fire regulations, to receive electrical service at the slip. Lessees shall not use cords with insufficient amperage capacity, as required by the National Electrical Code, to connect to receptacles. Cords may not be affixed or secured to docks or cross main walkways. Lessees not in compliance with this section will have their illegal connections confiscated and may be directed to vacate their slip. In

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the event of unforeseeable power outages, vessels are required to be self-sufficient and not rely on shore power to keep the boat afloat using bilge pumps to power refrigeration, air conditioners or other appliances.

11. Overnight Stays (non-live aboard tenants). All slip lessees are authorized to stay aboard their boat overnight for up to eight nights per calendar month. Lessees are required to notify Marina management of the specific nights they will be staying aboard their boat in any given month. Patrons found to be staying aboard in excess of the authorized limit are subject to immediate termination of their contract. Off-island boat owners may request a waiver, routed through the Joint Base Commander, to exceed the eight nights per calendar month as long as the total number of nights per year does not exceed 90. Upon approval of waiver, when exceeding eight nights per month, owners will be charged the live aboard rate.

12. Fishing and Swimming

a. Rainbow Bay Marina: Fishing and swimming from the docks, piers, floats and beaches adjacent to the docks is strictly prohibited (except as permitted by law for bottom cleaning, maintenance or when approved by the Marina Manager). Throwing rocks into the water and moving riprap along the beach is strictly prohibited. Cleaning fish and cutting bait on the docks or surrounding areas is prohibited.

b. Hickam Harbor Marina: Fishing from docks, piers, floats and beaches adjacent to or on the Marina property is strictly prohibited; however, hand pole fishing (no reels) is permitted from the Westside of Fosters Point and from the HIANG parking lot. Swimming is only permitted in the designated area at adjoining Hickam Beach, within the buoyed, marked areas. Diving and snorkeling is only permitted within Hickam Harbor boundaries if supervised by a JBPHH MWR lifeguard or through instructional classes provided by JBPHH MWR.

13. Barbecues Grills. Barbecues grills are not permitted on docks.

14. Laundry. Drying or airing laundry or apparel on the docks or the rigging of vessels is prohibited. When using the Marina laundry facilities, clothes will not be left unattended in washers or dryers.

15. Halyards. Halyards shall be tied off to eliminate noise.

16. Dock Safety

a. Lessee shall not store or grow plants on the docks. Plants may be grown aboard Lessee's vessel.

b. Hoses should be neatly coiled and out of walkways.

c. Shoes or appropriate foot protection should be worn at all times while on the docks.

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- d. Running, jumping, and horseplay on the docks is prohibited.
- e. The marina is not responsible for wood splinters or other related injuries, or for injuries caused by Lessee' s or his/her guest's negligence or misconduct.

17. Engine Operation. Except when entering or leaving slips, main engines, power-generating equipment and other noise-making machinery shall not be operated between the hours of 2200 and 0800. Engines shall NOT be operated in gear while the vessel is secured to the dock. The speed limit for boats and watercraft within the Marina basin and around all docks is wake-less speed.

18. Litter. Littering on the grounds or docks is prohibited. Trash and garbage are to be placed in proper containers.

19. Overboard Discharge. Overboard discharge of sewage is prohibited by law and is cause for immediate termination of the rental agreement. Because the Marina basins are in sheltered areas, discharge of bilge water that contains oil, fuel or other pollutants is strictly prohibited. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water.

LIVE ABOARDS

1. Definition. A live-aboard is defined as a designated lessee who uses a moored boat as a primary domicile. Live-aboard permits are available exclusively at Pearl Harbor Rainbow Bay Marina.
2. Live-Aboard. No person shall live aboard a vessel at any time without a properly executed, valid, written Navy MWR Space Rental Storage Agreement (enclosure 9) and JBPHH Rainbow Bay Marina Live Aboard Agreement (enclosure 10). Lessees living aboard without a valid, written Navy MWR Secured Storage Agreement and JBPHH Rainbow Bay Marina Live Aboard Agreement will be subject to the immediate termination of their slip lease. The Marina Manager will keep these on file and a current waiting list will be posted at the Marina. Priority for filling Live-Aboard vacancies will be posted at the Marina and priority for filling Live-Aboard Vacancies will be based first on the priority level of the patron and second the date of the application.
3. Live-Aboard Categories
 - a. Permanent Live Aboard. The number of Permanent Live-Aboard boats at Pearl Harbor Rainbow Bay Marina is limited to 20% of available slips. All live-aboard slips will be assigned based on the priorities outlined in enclosure (1).
 - b. Short-term Slip Docking. Docking will be offered on an "as available" basis and only applies to authorized patrons. Short-term slips are rented for a 24-hour period commencing 1200 the day of rental and ending 1200 the following day and will be charged a short-term rental rate. Lessees failing to depart the overnight space/slip by 1200 will be charged additional fees and may, at the discretion of the Lessor, have their boat moved at Lessee's expense.
4. Requirements. The following will be required of all live-aboard lessees:
 - a. Lessee's boat is a minimum of 25 feet in length.
 - b. Lessee's boat is seaworthy and sailable at all times. Each boat owner must demonstrate, on a semi-annual basis or at the discretion of the Marina Manager, the ability to get underway and operate within either Pearl Harbor or Hickam Harbor sailing to buoy 2. The Lessor may require a written survey of the boat confirming seaworthiness prior to allowing the vessel to return.
 - c. Lessee's boat is required to have at least one operational head, with black water containment, and functional galley.
5. Noise. Any noise or behavior that causes a disturbance or interferes with the quiet environment or safety of other Marina patrons, or their guests and invitees, shall, at the marina manager's discretion, constitute grounds for immediate termination of the Live-Aboard Agreement, the Navy MWR Space Rental/Storage Agreement or both.

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6. Regulations. Live-Aboard tenants shall comply with all Marina regulations/agreements.
7. Parking. Live-Aboard tenants will be allowed up to a maximum of two parking spaces located in the secure Marina parking enclosure. Tenant's vehicle(s) must have a valid vehicle registration and be registered with the Marina office.
8. Assignment. The Lessor may reassign Lessee's boat to another slip when Lessor deems it necessary.
9. Pets. Pets will be allowed for live-aboard tenants, provided that all pets are registered with the Marina, kept on a leash, not allowed to roam free and feces picked up by owners. Pets must have proof of rabies shot, parvo (dogs only) and have a microchip.

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DRY STORAGE

1. Definition. The JBPHH Dry Storage Rental Program consists of the following:
 - a. Rainbow Bay Marina:
 - (1) Storage Lockers
 - (2) Boat House Dry Storage Lot for recreational vehicles, vessels, and watercraft up to 32 feet.
 - b. Hickam Marina:
 - (1) Storage Lockers
 - (2) Recreation Dry Storage Lot for recreational vehicles, vessels, and watercraft up to 40 feet.
2. Overnight Stays. Patrons may not stay overnight aboard any dry stored vessel.
3. Space Overhang. Dry stored vessels and associated appurtenances shall not extend into walkways, driveways, streets or outside of the assigned storage space.
4. Appearance
 - a. Dry stored boats, boat trailers and boating gear trailers must be kept clean, in a good state of repair and be in a "ready-to-use" condition at all times.
 - b. Covers must be presentable and in good condition. The marina staff may remove and dispose of unsightly covers that have rips/tears or are tattered.
 - c. Boats and trailers must not have flaking paint, rust, loose parts, etc. Tires must be kept from going flat or the vehicle should be elevated on appropriate blocks as determined by Lessor.
 - d. The storage lot must be kept clean and free of trash and clutter.
 - e. Lessee shall maintain his/her vessel's appearance to include, but not limited to, regular cleaning, maintenance, and repair/replacement of all painted and varnished surfaces, all bright work, rigging, safety equipment and any other appurtenances. The marina manager shall determine the adequacy of the appearance/condition of Lessee's vessel.

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BOAT RAMP ACCESS AND WATER WAYS1. Rainbow Bay Marina:

- a. Boat ramp and parking lots available to DOD card holders.
- b. Boat Ramp and Rainbow Bay Marina is accessible only during business hours. Pearl Harbor Permit is required for use of boat ramp.

2. Hickam Harbor Marina:

- a. Boat ramp is accessible 24-hours a day.
- b. Boat Ramp parking lots are available to all DOD card holders. Vehicles with trailers are required to park along main road of the Hickam Harbor Marina or the adjoining parking lot located across from the Hawaiian Air National Guard (HIANG).

3. Waterways:

- a. Pearl Harbor: Utilization of access into Pearl Harbor is regulated by Port Security. Rules and regulations for recreational boating under Port Authority and PHNSDA are provided in reference (d).

- b. Hickam Harbor: Patrons who utilize their watercraft in Hickam Harbor need not obtain permission from Pearl Harbor Port Tower. Only when the vessel approaches Pearl Harbor Channel will contact with Port Tower control be necessary.

c. Thrill Craft Usage:

(1) Jet Skis, wave runners and vessels under 13 feet that are used as a "personal watercraft" for thrill activities are prohibited from operating within the boundaries of the Hickam Harbor and Rainbow Bay Marina. Access to open ocean via Hickam Harbor Channel/boat ramp is authorized. A direct route to the last channel marker is required. Personal watercraft is defined as:

(a) Less than 13 feet in length

(b) Generally capable of exceeding a speed of twenty miles per hour

(c) Can be operated by a single operator, but may have the capacity to carry passengers while in operation; or is designed to provide similar operating performances as a personal watercraft through a combination of small size, power plant and hull design.

(2) In accordance with Hawaii State Laws, an operator of a thrill craft vessel must be at least 15 years of age.

Enclosure (6)

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(3) Thrill craft operators are required by Hawaii State Law to wear a personal floatation device.

(4) All recreational thrill craft operators shall be required to possess, and make available upon demand of enforcement personnel, a certificate from an accredited institution of a higher education on the safe use and operation of a "thrill craft" (Hawaii State Law, DLNR Sec 13-256-16).

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BOAT RENTAL

1. The program offers boat and watercraft rentals as follows:
 - a. 1 or 2-Person Kayak
 - b. Catalina 18-foot Sail Boat
 - c. Outrigger Canoe
 - d. Rhodes 19-foot Sail Boat
 - e. Catalina 14-foot Sail Boat (Hickam only)
 - f. Holder 14-foot Sail Boat (Hickam only)
 - g. Club 420 Sail Boat
 - h. Laser Sail Boat
 - i. El Toro Sail Boat
 - j. Toppers Sail Boat (Hickam only)
2. Safe Boating and Sailing Standards. The Marina will establish safety standards and practices that include the following:
 - a. An equipment usage qualification process.
 - b. An education program to include classes in marine "rules of the road", use of float plans, proper use of floatation devices, use of distress signals, etc.
 - c. Qualification training or certification classes.
 - d. Safety check and survey of all boats and watercraft prior to customer rental.
 - e. Youth under the age of 18, who are qualified to use sailboats must also have permission/waiver form signed by a parent or guardian.
3. Reservations. Boat availability is on a first come, first serve basis.
4. Boundaries. Patrons will stay within the defined boundaries and away from the areas within Pearl Harbor that are restricted and off-limits to personal watercraft operation. Boundaries may be further restricted due to inclement weather or for security reasons.

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5. Condition of Use. Conditions for use of rental boats are as follows:

- a. Patron will complete the Equipment Rental Agreement prior to use.
- b. Marina personnel will validate patron certification prior to boat rental.
- c. All boats will be inspected by the patron and Marina personnel to ensure the condition and equipment are in proper operating condition prior to and upon return of the boat rental.
- d. Marina personnel will validate and certify patron boating qualifications by on-site orientation and testing.
- e. Marina personnel will address and explain watercraft operating procedures, personal protective equipment requirements, safety precautions, designated operating areas and other operational requirements as needed.
- f. Patrons checking out sailboats will be required to stay within sight of posted boundaries.
- g. Patrons will be held responsible for the repair or replacement of Marina equipment or property intentionally or negligently damaged or destroyed.

6. Reciprocal Check-out Card. Sailing or boating check-out cards issued by other recognized and acceptable activities or schools will be honored, however, individuals will still be required to go through a boater's check-out to provide evidence that sailing/boating knowledge is proficient.

7. Payment. Patrons will pay the rental fees upon return to the Marina and after final inspection of the boat and/or equipment.

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SAILBOAT INSTRUCTIONAL CLASSES

1. Purpose. Sailboat classes provide patrons the opportunity to acquire the skills and knowledge to operate a boat and enjoy sailing through classroom and on the water instruction.
2. Standards. Sailboat lessons will be taught under United States Sailing Association (USSA) regulations, as outlined in reference (d).
3. Requirements. The following requirements apply to all sail boat instructional classes:
 - a. Minimum age for sailing instruction is 10 years (Rainbow Bay Marina) and 8 years (Hickam) or older.
 - b. Patrons must know how to swim before participating in sailing lessons.
 - c. Youth, ages 8 through 18, must have permission/waiver form and an agreement to participate signed by their parent or legal guardian.
 - d. Lifejackets must be worn at all times by sailing students.
 - e. A powerboat will remain in the water close to all sailing instructional classes.
 - f. At least one Marina employee will be positioned on the recreational docks to observe and view all sailing instructional classes.
4. Check-out Card. A check-out card, detailing the degree to which a person has been instructed and qualified for, will be issued by the Marina. Check-out cards may be revoked due to negligence, prohibited boating practices or any other event caused by the patron deemed to be unsafe and contrary to the guidelines contained within this instruction.

CANOE PROGRAM

1. Purpose. Canoe programs provide patrons the opportunity to acquire skills and knowledge, as well as provide physical fitness, team work and unit cohesion, in an outrigger canoe setting.
2. Standards. Canoe paddling will be operated under a MWR Marina employee's supervision.
3. Requirements. Canoe paddling provides two types of programs: unit Physical training (PT) and recreational paddling. Hours of operation and costs associated with canoe paddling programs will be posted in the Marina office. Minimum age for canoeing is 10 years of age (with an adult).

a. PT Paddling:

(1) Active duty service members and their assigned commands, units, etc. are authorized to canoe in a group setting to meet PT standards.

(2) PT groups are authorized up to twelve (12) participants; however, more would be considered if a certified steersman can be provided

(3) PT canoe paddling must be scheduled in advanced.

b. Recreational paddling. Active Duty, dependents, retirees or eligible DOD civilians paddling for recreation purposes.

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CONTRACT NUMBER: _____

Navy MWR Secured Storage Agreement

Date Space number Space Location

This agreement, made by, and between, Navy Morale Welfare and Recreation (MWR) and

Patron's Complete Name: _____

Street Address: _____ Apt# _____ City: _____ State: _____ Zip: _____

Home Telephone: _____ Cell: _____

Work Telephone: _____ Email: _____

Emergency Contact Info:

Name: _____ Telephone: _____ Rank: _____ Service: _____

Street Address: _____ Apt# _____ City: _____ State: _____ Zip: _____

Email Address: _____ Cell: _____

Status: Active Duty ☐ Reserve ☐ Retiree ☐ Military Family Member ☐ DOD Civilian ☐ Other Authorized Patron ☐

This agreement will commence on (date), and will end on (date). Contracts periods must not exceed one year. After the end of a one-year period, a separate contract modification must be signed by both parties to extend the period of the contract and provide any updated information. A blank contract modification agreement is attached.

NOTICE

Any property left on Navy property after the expiration or termination of this Secured Storage Agreement will be considered abandoned by the Patron and will be moved at the Patron's expense. All abandoned property will be sold pursuant to the provisions of 10 USC 2575.

Acknowledgment: By my signature below, I certify that I have read and understand the above notice and accept the consequences of any failure on my part to make all required payments and keep this contract current.

JBPHHINST 1710.1A
JUN 04 2019

JBPHH LIVE ABOARD AGREEMENT

Registered Boat Owner: _____ Rank/Rate: _____ SVC: _____ PRD: _____
Command: _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Email: _____

DESCRIPTION OF BOAT (MINIMUM LENGTH 25')

Type: _____ Boat Name: _____ Length: _____ Beam: _____ Draft: _____
PH Permit# _____ Expires: _____ Registration Documentation# _____ Expires: _____

OTHER LIVE-ABORD PERSONNEL

Name: _____ Age: _____ AD: ☐ DEP: ☐ RET: ☐ CIV: ☐

Name: _____ Age: _____ AD: ☐ DEP: ☐ RET: ☐ CIV: ☐

Vehicle #1: _____ Tag#: _____

Vehicle #2: _____ Tag#: _____

MailBox#: _____ Parking Stall #: _____ Restroom Locker #: _____

Note: Your PRD is utilized to maintain continuity. If your PRD changes and you desire to remain in live-aboard status, or you have an earlier departure, you must notify this office at least 90 days prior to your original PRI. After a contract is signed by the next authorized live-aboard patron, your live aboard status will terminate upon your original PRD.

I, _____ agree to pay live-aboard rates of \$_____ per foot, per month, for assigned slip for a total of \$_____ monthly, no later than the tenth day of each month. I also agree to pay late fees as outlined in COMNAVREGHIINST 1710.3. I further understand that failure to comply with the conditions of COMNAVREGHIINST 1710.3 will result in loss of live-aboard privilege.

1. This contract incorporates all terms, conditions, rules, regulations and provisions found in COMNAVREGHIINST 1710.3 and Lessee (boat owner) agrees to be bound by the same. A copy of this instruction is available through the Marina office.

Enclosure (11)

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2. Lessee hereby agrees that this agreement shall be valid only for the specific patron(s) boat herein described. This agreement cannot be transferred, sold, conveyed, demised, bequeathed, otherwise disposed of or encumbered in any manner whatsoever. Any agreement to the contrary is, and shall be, totally null and void. If Lessee sells, transfers or conveys title to the specific boat aforementioned, Lessee hereby agrees to inform Lessor (Rainbow Bay Marina) within seven days of change of ownership.

3. Keys: Upon signing of this agreement, one (1) mail box key and two (2) live-aboard parking lot gate clickers will be issued. A fee of \$35 will be assessed for each item not returned upon termination/cancellation of this agreement. Initials: _____

I have read and fully understand the conditions, policies, and fees stated in this contact and agree to abide accordingly.

Signature Date

Approved by: Marina Manager

Date

YOUR NEW MAILING ADDRESS

57 Arizona Memorial Drive

Slip# _____

Honolulu, Hawaii 96818-3156

PROCESS FOR NON-COMPLIANCE

1. Process. This process applies to Lessee's failure to comply with required paperwork or vessel readiness requirements. The entire process takes approximately eleven months to complete with no delays.

a. First 45 days: patron is contacted three times requesting compliance via email, phone, or in person.

b. Certified Letter:

(1) First Certified Letter puts Lessee on notice that they have 15 days to comply or have Navy MWR Secured Storage Agreement terminated. Upon receipt of signed certification, the vessel is moved to a mooring site at the Lessee's expense. Lessee will be charged a lower storage fee.

(2) Second Certified Letter: Terminates Navy MWR Secured Storage Agreement and gives 60 days' notice to remove property (via legal). Lessor continues to bill Lessee.

(3) Third Certified Letter: Lessor discontinues billing and refuses to accept payment(s). The vessel is deemed abandoned and the Lien Process begins.

2. Lien Process

a. Lien process starts 90 days from last notice.

b. Lessee is reported as delinquent in the accounting system (SAP) and monies owed will be written off.

c. Civilian contractor is hired to execute the lien process (approximately 100 days to complete).

d. Fourteen days after final lien paperwork is completed, the vessel may be sold.