



DEPARTMENT OF THE NAVY

JOINT BASE PEARL HARBOR-HICKAM
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PEARL HARBOR HI 96860-5102

JBPHHINST 1710.1C

JB9

6 Dec 2023

JOINT BASE PEARL HARBOR-HICKAM INSTRUCTION 1710.1C

From: Commander, Joint Base Pearl Harbor-Hickam

Subj: JOINT BASE PEARL HARBOR HICKAM MARINA PROGRAM OPERATIONS

Ref: (a) DoDINST 1015.10
(b) DoDM 4160.21-V4
(c) CNICINST 1710.3
(d) DoD 7000-14R
(e) OPNAV 5215.17A
(g) 10 U.S.C. § 2575
(h) HRS §§ 200-51 – 55

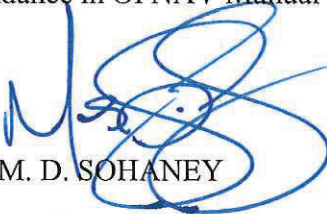
Encl: (1) Program Definitions
(2) General Regulations
(3) Wet Stored Vessels
(4) Live Aboard
(5) Transient
(6) Lockers
(7) Dry Storage
(8) Tropical Cyclone Condition of Readiness (TCCOR) Checklist
(9) Boat Ramp Access and Waterway Restrictions
(10) Boat Rental
(11) Sail Boat Instructional Classes
(12) Canoe Program
(13) Navy MWR Secured Storage Agreement
(14) JBPHH Live Aboard Agreement
(15) Wet Slip Non-Compliance Procedures
(16) Dry Storage Non-Compliance Procedures
(17) Storage Locker Non-Compliance Procedures
(18) End of Contract Notifications – Wet Slip
(19) End of Contract Notifications – Dry Storage
(20) End of Contract Notifications – Storage Locker

1. Purpose. This instruction sets 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 (h).

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2. Cancellation: JBPHHINST 1710.1B.
3. 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. This instruction supersedes all previous versions of JBPHH Marinas instruction.
4. Action. All patrons of the JBPHH MWR Marina Program shall read, review and comply with the regulations outlined in enclosures (1) through (20). These regulations shall be posted on the JBPHH MWR Marina's bulletin boards located within their facilities.
5. Records Management. Records created as a result of this instruction, regardless of media and format, must be managed per Secretary of the Navy Manual 5210.1 of September 2019.
6. Review and Effective Date. Per OPNAVINST 5217.17A, 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 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 nine. Otherwise, if the instruction is no longer required, it will be process for cancellation as soon as the need for cancellation is known, following the guidance in OPNAV Manual 5215.1 of May 2016.



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Distribution:

http://www.cnrc.navy.mil/regions/cnrh/installations/jb_pearl_harbor-hickam/about/jbphh-instructions.htm

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PROGRAM DEFINITIONS

1. JBPHH Marina programs are identified and categorized as follows:

a. Non live aboard wet slip rental: Contractual annual rental of slip at either Hickam Harbor or Rainbow Bay Marina (RBM).

b. Live aboard wet slip rental: A designated tenant that uses their moored vessel as primary domicile located at RBM under an annual contract. Live aboard will no longer accept any additions to the waiting list who are not active duty and living in Hawaii beginning 1 January 2024.

c. Temporary / Transient short—term rental: Slip rented on a temporary basis with a contract established for day to day use.

d. Dry Storage: Dry storage lots are available for parking privately owned boats, boat trailers, and boating gear trailers.

e. Storage Lockers: Various sized secure storage on Hickam and Rainbow Bay Marina.

f. Boating program consisting of sailing instruction and boat rentals at Hickam Harbor Marina and Pearl Harbor RBM as follows:

(1) Instructional programs designed to provide and teach youth and adults good seamanship skills and safe boating practices.

(2) 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. Patrons' non-payment of rental fees or vessels found to be non-compliant with any portion of required paperwork, may result in processes to remove vessels from rental property at JBPHH Marinas.

a. The Marina reserves the right to relocate any storage during the duration of Lessees contract.

2. Rental Fees. The fees for all rentals at the Marina are approved by MWR Director 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. Fees and charges have been determined and established for each element of the marina program and reviewed annually based on customer price sensitivity, comparable competitive pricing and program needs. Patrons will be given 3 months' notice prior to enacting new fees. Fees and charges can be obtained by calling (808) 784-0167 (Rainbow Bay Marina) or viewed on Rainbow Bay Marina (greatlifehawaii.com).

3. Priority Policy. Slips are assigned based on the priority system outlined below. This policy applies to wet storage slips, dry boat and trailer storage spaces, and live aboard slips:

a. Eligibility. All Changes in Priority Status must be communicated in writing to Marina Manager. Change in priority status will result in new contract limits for group that lessee is moving into.

(1) Priority I: Members on Active Duty and Activated Reservists.

(2) Priority II: Retired Military, Unremarried Widows, and other members of the Reserve Components.

(3) Priority III: Current and Retired DOD employees.

b. Contracting Regulations per priority.

(1) Priority I patrons are authorized one initial year contract with four qualifying one year extensions. Qualifications are based upon non status change, residency in Hawaii and required documentation.

(2) Priority II and III patrons are authorized 1 initial year contract with two qualifying one year extensions to total three years. Live aboard waitlist additions will end 31 December 2023 for Priority II and III. Marina will begin phase out of Priority II and III live aboard lessees beginning 1 January 2024.

(a) If a waitlist exists at the end of the final extension, patron is required to vacate

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their space. Patrons may place their name on the appropriate waitlist as a new patron 90 days prior to slip/storage agreement termination date.

(3) Only one member of immediate family may be signed up on each waitlist category at any given time. If a patron is occupying one category (Live aboard, non-live aboard, dry storage or lockers), they or their family member may not sign up for the same category, but may sign up for other category waitlists.

(4) Lessee warrants that they are the owner of the vessel described in the Navy MWR Space Rental/Storage Agreement. Space Rental/Storage Agreement may only be signed by boat owner or individual possessing a power of attorney. If the vessel docked or stored is jointly owned, the Lessee signing the rental/ storage agreement represents that he/she is authorized to bind all owners of the vessel per the terms of the agreement. All non-DoD co-owners are not authorized on the premises without proper DOD escort. At no time shall any individual be added to a contract as a joint owner once contract is signed. Changes in vessel ownership will require a new agreement to be established and will change the priority status to include change or loss of mooring location. The mooring assignment is not transferable.

CATEGORY	DURATION	LOCATION
Non—live aboard wet slip Active Duty /Priority I	Annual Contract (1 yr. w/ 4 qualifying 1 year extensions totaling 5 yrs.)	RBM
Non—live aboard wet slip Priority II & III	Annual Contract (1 yr. w/ 2 qualifying 1 year extensions totaling 3 yrs.)	RBM
Live aboard wet slip Active Duty /Priority I	Annual Contract (1 yr. w/ 4 qualifying 1 year extensions totaling 5 yrs.)	RBM
Live aboard wet slip Priority II & III Phasing out JAN 2024	Annual Contract (1 yr. w/ 2 qualifying 1 year extensions totaling 3 yrs.)	RBM
Temporary / Transient Short—Term	Day to Day	RBM
Dry Storage Active Duty /Priority I	Annual Contract (1 yr. w/ 4 qualifying 1 year extensions totaling 5 yrs.)	RBM
Dry Storage Priority II & III	Annual Contract (1 yr. w/ 2 qualifying 1 year extensions totaling 3 yrs.)	RBM
Storage Lockers Active Duty /Priority I	Annual Contract (1 yr. w/ 4 qualifying 1 year extensions totaling 5 yrs.)	RBM
Storage Lockers Priority II & III	Annual Contract (1 yr. w/ 2 qualifying 1 year extensions totaling 3 yrs.)	RBM

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4. Occupancy and Waitlist.

a. Wet Slip Occupancy Limits. - Wet slip occupancy will be established based on total number of operable slips.

(1) Live aboard wet slip – not to exceed 20%.

(2) Non –live aboard wet slip – no less than 80%

(3) Transient wet slip – no more than 5%.

b. Dry Storage Occupancy. Only one vessel or trailer shall be parked in assigned space/ slip. Lessees shall not sublet any storage space/ slip.

c. A waitlist will be managed for all three groups. Once the priority 1 patrons list is exhausted, slips will then be offered to priority 2 patrons. Once the priority 2 list is exhausted slips will be then offered to priority 3 patrons.

d. Only one member of immediate family may be signed up on each waitlist category at any given time. If a patron is occupying one category (live aboard or wet slip), they or their family member may not sign up for the same category, but may sign up for the other category waitlist.

e. The wait lists will be validated every 6 months, and updated monthly.

f. When an offer is made, customer will have 72hrs from time of offer to accept storage. If no response is returned, customer will be removed at the 72 hour mark.

g. When accepting a slip, patron has 10 days to provide documentation and move their vessel to RBM or 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 has been berthed. Upon approval by RBM Management, a 30 day vessel arrival extension may be granted if a boat is being purchased or moved from another location. Contracts and documentation must still be provided within the 10 day window.

h. Slips will be offered to other patrons on the waiting list 30 days prior to the end of the contract period allowing the new patron to occupy the slip immediately following the end of the previous patron's contract.

5. Special Requests. Waivers requesting exception to policy must be routed through Marina Management, MWR N9, and Joint Base Commander. Requests are granted/denied on a case to case basis.

6. 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

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arising under this Agreement shall be subject to the exclusive jurisdiction of the United States District Court for the State of Hawaii.

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

8. Emergency Point of Contact. All boat owners are required to have an on island emergency point of contact, (name, email, and phone number) on file with the marina office. If this information is found to be incorrect, at any time, the boat owner will be considered to have non-compliant paperwork.

9. 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.

10. 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 have signs advertising any commercial enterprise.

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

a. Gate clicker, lock combination and keys. To provide 24-hour access, gates to the slips and dry storage lots may be secured with gate clickers, 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 clickers, 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. A full value replacement fee will be assessed should items be lost or not returned.

b. All wet slip patrons will be issued two gate keys/cards at no cost. Live Aboard patrons

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will be issued two gate remote controls/cards at no cost. A full value replacement fee will be assessed should items be lost or not returned when contract is complete.

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

12. 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 contractors/workers including but not limited to hired workers, yacht brokers, contractors, must sign in the log book located in the laundry room prior to being admitted on the docks. All guests must park outside of the fence. Contractors may park in designated spaces if closer access is required.

b. Guests

(1) Guest(s) 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/hers 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.) may 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 are required to 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, they must make arrangements to meet the prospective buyer. Designated persons meeting prospective buyers must be 18 years or older.

(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.

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e. Right to Access.

(1) 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.

13. 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. Vessels/Trailers 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 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, not 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 done in compliance with all government agency regulations. Any maintenance or repairs that result in any overboard discharge is prohibited. Lessee shall be liable for any and all damage caused by Lessee to JBPHH property, as well as the property of other Marina patrons. Navy Marina personnel and lessee 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.

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

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14. 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.
15. Washing Private Property. A wash area is provided for fresh water washing of boats and vessel trailers. No vehicles or RV's will be washed on any part of the Marina grounds unless an area has been designated for this purpose.
16. 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 can 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.
17. Flammables. No flammable materials or chemicals may 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.
18. Fuel. Fueling or transferring fuel while on the docks, on Marina grounds, onboard boats secured to the dock, or in the storage lot are prohibited.
19. 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 insure that non-swimmers and toddlers wear lifejackets when on the docks or boat decks. Lessor does not provide lifeguard services at the Marinas.
20. Animals. Dogs and other pets are permitted on the Marina grounds only when properly licensed, on a leash, 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

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heads, laundry facilities, and Marina buildings. Pets belonging to live aboard patrons must be registered with the marina office.

21. Phone Messages/Mail. Marina will not take or relay telephone messages for Lessee nor will Marina accept or hold mail for Lessee.

22. 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. Bikes will be stored in designated bike storage areas only. Bicycles should to be locked with a cable/chain.

23. 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, must 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.

24. 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.

a. The Marina reserves the right to deny privileges to any patron, including visiting yachtsmen or guests and to have any person removed that is under the influence of alcohol or drugs. 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 can 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.

25. 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.

26. Parking. There shall be no parking at any time in the red zones (fire lanes). No long term parking is allowed without proper registration and prior written approval by the Marina Manager 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 2100. No storage type vans/trucks, campers, RV's, or utility trailers will be permitted to park overnight on Marina grounds.

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27. 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.

28. Quiet Hours and Noise. Quiet hours are from 2100-0800 daily.

- a. Except when entering or leaving slips, main engines, power-generating equipment and other noise-making machinery shall not be operated between quiet hours.
- b. Any noise or behavior that causes a disturbance or interferes with the quiet environment or safety of other Marina patrons, their guests or invitees, shall, at the marina manager's discretion, constitute grounds for immediate termination of the Live Aboard Agreement or the Navy MWR Space Rental/ Storage Agreement, or both.

29. Rights to Moor/Store. Patron may cruise up to 12 months without losing their rights to return to their slip. After 12 months, the Navy MWR Space Rental/ Storage Agreement will be terminated. Lessees are required to continue payment of storage fees while away.

30. 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) are 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.

31. Barbecues Grills. Barbecues grills are not permitted at any storage locations excluding Live Aboard common area.

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WET STORED VESSELS

1. Definition. Contractual annual rental of slip at either Hickam Harbor or Rainbow Bay Marina (RBM).
2. Locations. Long-term wet slip rentals are available only at the following locations:
 - a. Pearl Harbor Rainbow Bay Marina for various size vessels up to a maximum length of 47 feet.
 - b. Hickam Bishop Point is strictly for commercial MWR contracted vessels.
3. Requirements. Copies of the current documentation in Lessees name must be updated with the Marina. Failure to provide current documentations will be grounds for termination of rental agreement. Documentation are as followed:
 - a. Vessel Registration
 - b. Vessel Insurance with a minimum liability of \$500,000 and JBPHH MWR listed as an additional interest.
 - c. Coast Guard Safety Check
 - d. Pearl Harbor Permit
 - e. Seaworthiness – Vessels must have good watertight integrity and be kept in "ready-to-use" sea worthy condition. Bilge pumps must not be dependent on electrical service from pier receptacles for operation. The Marina 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 vessel 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 20 calendar days from the date written notification is placed in the United States mail, 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.
4. Vacant Slips. Lessee is required to notify the Marina Manager in writing when he/she expects their vessel to be away from the slip for a period in excess of 72 hours.
5. Boat Float Plan. All boat owners are required to complete a Boat Float Plan and submit to

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the Marina Office prior to any vessel movement. Boat Float Plans will require the following information:

- a. Boat's name, 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
6. Dock Safety.
- a. Hoses should be neatly coiled and out of walkways.
 - b. Shoes or appropriate foot protection should be worn at all times while on the docks.
 - c. Running, jumping, and horseplay on the docks is prohibited.
 - d. 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.
 - e. Lessee shall not store or grow plants on the docks. Plants may be grown aboard Lessee's vessel.
 - f. Littering on the grounds or docks is prohibited. Trash and garbage are to be placed in proper containers.
7. 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.
8. Engine Operation. 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.
9. 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

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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 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.

10. Dock Lines. Lessees are solely responsible for the safe mooring of their vessel and are responsible for 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 responsible for any damage caused as a result of Lessee's boat breaking loose from the dock.

a. Halyards shall be tied off to eliminate noise

11. 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.

12. 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.

13. Vessel Overhang 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.

14. Dock Storage Boxes. Lessees are responsible for the care of their assigned dock box 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.

15. 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 will clean carts after use, wiping up any spills, stains or contamination.

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16. Locker rooms. Locker rooms are provided for use by Marina patrons and their guests/invitees. Anyone utilizing the facilities are requested to help maintain their cleanliness by picking up after himself or herself. Personal items left out will be disposed of. All patron lockers must be labeled and have locks on them. Lockers not labeled will have locks cut and property removed.

17. 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. Clothes and other items left out shall be disposed of.

18. Outdoor Community Lounge. An Outdoor Community Lounge is provided for use by authorized patrons. All personal items must be removed and trash emptied after each use.

19. Assignment. The Lessor may reassign Lessee's boat to another slip when Lessor deems it necessary.

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LIVE ABOARDS

1. Definition. A live aboard is defined as a designated lessee that uses their moored boat as a primary domicile. No person shall live aboard a vessel at any time without a properly executed, valid written Navy MWR Space Rental Storage Agreement and JBPHH Rainbow Bay Marina Live Aboard Agreement. Lessee's 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. Only Active Duty (Priority 1) are eligible for Live Aboard Mooring at RBM. No Priority II and III will be added to waitlists after 31 December 2023.

2. Location. Live aboard agreements are available exclusively at Pearl Harbor Rainbow Bay Marina.

3. Requirements. The following are required for all Live Aboard lessee:

- a. Lessee's boat is a minimum of 25 feet in length.
- b. Lessee's boat is required to have at least one operational head, with black water containment, and functional galley.
- c. The following documentation updated with the Marina Office on a reoccurring basis upon expiration and in Lessees name:

(1) Vessel Registration

(2) Vessel Insurance with a minimum liability of \$500,000 and JBPHH MWR listed as an additional interest.

(3) Coast Guard Safety Check

(4) Pearl Harbor Permit

(5) Seaworthiness - Vessels must have good watertight integrity and be kept in "ready-to use" sea worthy 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 20 calendar days from the date written notification is placed in the United States mail, sent to the address on file in the Marina Office. Lessee will be required to

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have their 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.

4. Vacant Slips. Lessee is required to notify the Marina Manager in writing when he/she expects their vessel to be away from the slip for a period in excess of 72 hours.

5. 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. Boat's name, 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
6. Dock Safety.
- a. Hoses should be neatly coiled and out of walkways.
 - b. Shoes or appropriate foot protection should be worn at all times while on the docks.
 - c. Running, jumping, and horseplay on the docks is prohibited.
 - d. 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.
 - e. Lessee shall not store or grow plants on the docks. Plants may be grown aboard Lessee's vessel.
 - f. Littering on the grounds or docks is prohibited. Trash and garbage are to be placed in proper containers.
7. 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

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with automatic bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water.

8. Engine Operation. 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.

9. 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 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.

10. Dock Lines. Lessees are solely responsible for the safe mooring of their vessel and are responsible for 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 responsible for any damage caused as a result of Lessee's boat breaking loose from the dock.

a. Halyards shall be tied off to eliminate noise.

11. 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.

12. 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.

13. Vessel Overhang 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.

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14. Dock Storage Boxes. Lessees are responsible for the care of their assigned dock box 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.

15. 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 will clean carts after use, wiping up any spills, stains or contamination.

16. Locker rooms. Locker rooms are provided for use by Marina patrons and their guests/invitees. Anyone utilizing the facilities are requested to help maintain their cleanliness by picking up after himself or herself. Personal items left out will be disposed of. All patron lockers must be labeled and have locks on them. Lockers not labeled will have locks cut and property removed.

17. 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. Clothes and other items left out shall be disposed of.

18. Outdoor Community Lounge. An Outdoor Community Lounge is provided for use by authorized patrons. All personal items must be removed and trash emptied after each use.

19. 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, be registered with the Marina office and have provided parking pass placed in front windshield

20. Assignment. The Lessor may reassign Lessee's boat to another slip when Lessor deems it necessary.

21. 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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TRANSIENT

1. Definition. Temporary mooring may be provided to transient vessels based on availability of open slips. Contracts will be evaluated every 30 days.

2. Location. Pearl Harbor Rainbow Bay Marina for various size vessels up to a maximum length of 47 feet.

3. Requirements. Copies of the current documentation in Lessees name must be updated with the Marina. Failure to provide current documentations will be grounds for termination of rental agreement. Documentation are as followed:

a. Vessel Registration

b. Vessel Insurance with a minimum liability of \$500,00 and JBPHH MWR listed as an additional interest.

c. Coast Guard Safety Check

d. Pearl Harbor Permit

e. Seaworthiness – Vessels must have good watertight integrity and be kept in "ready-to-use" sea worthy condition. Bilge pumps must not be dependent on electrical service from pier receptacles for operation. The Marina 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 vessel 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, 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.

f. Plan of arrival and departure – When is your proposed entering and exiting dates, where are you heading from and where are you heading to, do you have all other required documents listed above.

4. 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. Boat's name, make, type, size, and color

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- 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
5. Dock Safety.
- a. Hoses should be neatly coiled and out of walkways.
 - b. Shoes or appropriate foot protection should be worn at all times while on the docks.
 - c. Running, jumping, and horseplay on the docks is prohibited.
 - d. 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.
 - e. Lessee shall not store or grow plants on the docks. Plants may be grown aboard Lessee's vessel.
 - f. Littering on the grounds or docks is prohibited. Trash and garbage are to be placed in proper containers.
6. 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.
7. Engine Operation. 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.
8. 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.

9. Dock Lines. Lessees are solely responsible for the safe mooring of their vessel and are responsible for 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 responsible for any damage caused as a result of Lessee's boat breaking loose from the dock.

a. Halyards shall be tied off to eliminate noise.

10. 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.

11. 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.

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LOCKERS

1. Definition. Various sized secure storage on Hickam and Rainbow Bay Marina.
2. Location. Lot 35 on Hickam next to the flight line provides lockers with sizes of, 5x5 and 5x10. Rainbow Bay Marina offers 3 sizes, standard 7.5x3.5, Large 7.5x7.5 and XL 7.5x9.5.

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DRY STORAGE

1. Definition. The JBPHH Dry Storage Rental Program consists of the following:

a. Rainbow Bay Marina:

(1) Boat Dry Storage Lot for watercraft up to 32 feet.

b. Hickam Marina:

(1) Recreation Dry Storage Lot for watercraft up to 40 feet.

(a) Overnight Stays. Patrons may not stay overnight aboard any dry stored vessel.

(b) Space Overhang. Dry stored vessels and associated appurtenances shall not extend into walkways, driveways, streets, or outside of the assigned storage space.

2. 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 be 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.

f. No 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. In the event of a hurricane, owner is responsible for removing awnings from shade structures.

3. Registration/ Documentation. Copies of current documentation in Lessee's name must be updated with the Marina. Failure to provide current documentations will be grounds for termination of rental agreement. Documentation are as followed:

a. Vessel Registration

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b. Vessel Insurance with a minimum liability of \$500,000 and JBPHH MWR listed as an additional interest.

c. Trailer registration

d. Trailer safety

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TROPICAL CYCLONE CONDITION OF READINESS (TCCOR) CHECKLIST

1. Definition. Purpose. The Marina TCCOR checklist will be implemented in the event a hurricane has been identified as approaching or passing the near vicinity of Oahu.
2. Standards. MWR Marina employees and boat owners are required to abide by the Marina TCCOR checklist.
3. Requirements. In the event JBPHH goes into TCCOR conditions, patrons are required to secure their boats and all equipment IAW the checkoff list. If patron cannot be reached or fails to make necessary preparations, they will be billed for all man hours and equipment utilized in order to secure their boat and associated equipment.
4. Live Aboard Patrons. If TCCOR II is reached, all live aboard patrons are required to evacuate their boats and seek shelter elsewhere.

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BOAT RAMP ACCESS AND WATERWAYS

1. 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.

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

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

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- 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 rental boat.
 - 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 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 with classroom and on the water instruction, to operate and enjoy sailing.
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 lesson instruction is 10 years (Rainbow Bay Marina) and 8 years (Hickam) or older.
 - b. Patrons must know how to swim before being given 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 un-safe and contrary to the guidelines contained within this instruction.

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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, while 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 advance.

b. Recreational paddling:

(1) Active Duty, dependents, retirees, or eligible DOD civilians paddling for recreation purposes.



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. All abandoned property may be sold or otherwise disposed of pursuant to the provisions of 10 USC § 2575 and applicable state law. MWR may recover all costs associated with the sale and/or disposal process from the Patron.

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.

JBP HH 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 ABOARD 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 PRD. 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 \$10.00 per foot per month for assigned slip for a total of \$ _____ monthly no later the 10th day of each month. I also agree to pay late fees as outlined in COMNAVREGHIINST 1710.3. I further understand failure to comply with the conditions of COMNAVREGHIINST 1710.3 will result in loss of live aboard privilege.

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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.

2. Lessee hereby agrees that this agreement shall be valid only for the specific patron/s boat herein above described. This agreement cannot be transferred, sold, conveyed, demised, bequeathed, or 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 clicker will be issued. A fee of \$35 will be assessed for each item not returned upon termination/cancellation of this agreement. Initials:

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

6 Dec 2023

WET SLIP NON-COMPLIANCE PROCEDURES

1. Process. This process applies to Lessee's failure to maintain compliant registration, contract, insurance, and seaworthiness of their vessel while it is in wet storage or live aboard storage at JBPHH.

a. First 30 days: patron is contacted three times requesting compliance via email, phone, text, or in person.

b. Certified Letters:

(1) First Certified Letter: Notifies Lessee that they have 15 days from date of letter to comply or have Navy MWR Secured Storage Agreement terminated.

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

(3) After 60 days from Second Certified Letter, Lessor discontinues billing and refuses to accept payment(s) due to non-compliance.

2. Abandonment Procedures. If Lessee is unresponsive/does not remove vessel, Marina management may proceed with the following abandonment procedures to have vessel removed, sold via auction or other method, or destroyed at owner's expense:

a. MWR will send a certified letter providing notice of intended sale or disposal after 45 days in accordance with 10 U.S.C. § 2575 and HRS §§ 200-51 – 55.

b. If Lessee remains unresponsive/does not move vessel, MWR may proceed with sale or disposal of abandoned vessel in accordance with 10 U.S.C. § 2575 and HRS §§ 200-51 – 55.

c. MWR may submit any payment delinquency to a collections agency and pursue punishment under the Uniform Code of Military Justice.

6 Dec 2023

DRY STORAGE NON-COMPLIANCE PROCEDURES

1. Process. This process applies to Lessee's failure to comply with required paperwork requirements for dry storage vessels at MWR's two dry storage lots on JBPHH.
 - b. First 30 days: patron is contacted three times requesting compliance via email, phone, text, or in person.
 - c. Certified Letters:
 - (1) First Certified Letter: Notifies Lessee that they have 15 days from date of letter to comply or have Navy MWR Secured Storage Agreement terminated.
 - (2) Second Certified Letter: Terminates Navy MWR Secured Storage Agreement and gives 60 days' notice to remove property. Lessor continues to bill Lessee.
 - (3) After 60 days from Second Certified Letter, Lessor discontinues billing and refuses to accept payment(s) due to non-compliance.
2. Abandonment Procedures. If Lessee is unresponsive/does not remove vessel, Marina management may proceed with the following abandonment procedures to have vessel removed, sold via auction or other method, or destroyed at owner's expense:
 - a. MWR will send a certified letter providing notice of intended sale or disposal after 45 days in accordance with 10 U.S.C. § 2575 and HRS §§ 200-51 – 55.
 - b. If Lessee remains unresponsive/does not move vessel, MWR may proceed with sale or disposal of abandoned vessel in accordance with 10 U.S.C. § 2575 and HRS §§ 200-51 – 55.
 - c. MWR may submit any payment delinquency to a collections agency and pursue punishment under the Uniform Code of Military Justice.
3. Vessels Left Aboard JBPHH without MWR Approval. MWR may proceed with the above Abandonment Procedures for any vessel left aboard on JBPHH without MWR approval.

6 Dec 2023

STORAGE LOCKER NON-COMPLIANCE PROCEDURES

1. Process. This process applies to Lessee's failure to comply with required paperwork requirements for MWR locker storage at JBPHH.

a. First 30 days: patron is contacted three times requesting compliance via email, phone, text, or in person.

b. Certified Letters:

(1) First Certified Letter: Notifies Lessee that they have 15 days from date of letter to comply or have Navy MWR Secured Storage Agreement terminated.

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

(3) After 60 days from Second Certified Letter, Lessor discontinues billing and refuses to accept payment(s) due to non-compliance.

2. Abandonment Procedures. If Lessee is unresponsive/does not remove property in locker storage, marina management may proceed with the following abandonment procedures to have property removed, sold via auction or other method, or destroyed at owner's expense:

a. MWR will send a certified letter providing notice of intended sale or disposal after 45 days in accordance with 10 U.S.C. § 2575.

b. If Lessee remains unresponsive/does not remove property, MWR may proceed with sale or disposal of abandoned property in accordance with 10 U.S.C. § 2575.

c. MWR may submit any payment delinquency to a collections agency and pursue punishment under the Uniform Code of Military Justice.

6 Dec 2023

END OF CONTRACT NOTIFICATIONS – WET SLIP

1. Process. This notification process applies to Lessee's End of Contract Notifications on their Navy MWR Secured Storage Agreement for a Wet Slip.

a. Certified Letters:

(1) First Certified Letter: Notifies Lessee that they have 60 days until their final contract expires, specifies termination date, and encloses a Local Marina listing.

(2) Second Certified Letter: Notifies Lessee that they have 30 days until their final contract expires, specifies termination date, and encloses a Local Marina listing.

(a) Lessee may request through command to be moved to a temporary transient status on a month to month basis at the transient fee rate based on slip availability.

(3) Third Certified Letter: Notifies Lessee that the final contract has expired. Upon receipt of signed certification, the vessel is moved to a mooring site at the Lessee's expense. Letter also terminates Navy MWR Secured Storage Agreement and gives 60 days' notice to remove property. Lessor continues to bill Lessee.

(4) 60 days from Third Certified Letter, Lessor discontinues billing and refuses to accept payment(s) due to non-compliance.

2. Abandonment Procedures. If Lessee is unresponsive/does not to remove vessel, marina management may proceed with the following abandonment procedures to have vessel removed, sold via auction or other method, or destroyed at owner's expense:

a. MWR will send a certified letter providing notice of intended sale or disposal after 45 days in accordance with 10 U.S.C. § 2575 and HRS §§ 200-51 – 55.

b. If Lessee remains unresponsive/does not move vessel, MWR may proceed with sale or disposal of abandoned vessel in accordance with 10 U.S.C. § 2575 and HRS §§ 200-51 – 55.

c. MWR may submit any payment delinquency to a collections agency and pursue punishment under the Uniform Code of Military Justice.

6 Dec 2023

END OF CONTRACT NOTIFICATIONS – DRY STORAGE

1. Process. This notification process applies to Lessee's End of Contract Notifications on their Navy MWR Secured Storage Agreement for Dry Storage.

Certified Letters:

(1) First Certified Letter: Notifies Lessee that they have 60 days until their final contract expires, and specifies termination date.

(2) Second Certified Letter: Notifies Lessee that they have 30 days until their final contract expires, and specifies termination date.

(3) Third Certified Letter: Notifies Lessee that the final contract has expired. Letter also terminates Navy MWR Secured Storage Agreement and gives 60 days' notice to remove property. Lessor continues to bill Lessee.

(4) 60 days from Third Certified Letter, Lessor discontinues billing and refuses to accept payment(s) due to non-compliance.

2. Abandonment Procedures. If Lessee is unresponsive/does not remove vessel, marina management may proceed with the following abandonment procedures to have vessel removed, sold via auction or other method, or destroyed at owner's expense:

a. MWR will send a certified letter providing notice of intended sale or disposal after 45 days in accordance with 10 U.S.C. § 2575 and HRS §§ 200-51 – 55.

b. If Lessee remains unresponsive/does not move vessel, MWR may proceed with sale or disposal of abandoned vessel in accordance with 10 U.S.C. § 2575 and HRS §§ 200-51 – 55.

c. MWR may submit any payment delinquency to a collections agency and pursue punishment under the Uniform Code of Military Justice.

6 Dec 2023

END OF CONTRACT NOTIFICATIONS – STORAGE LOCKER

1. Process. This notification process applies to Lessee's End of Contract Notifications on their Navy MWR Secured Storage Agreement for a Storage Locker.

Certified Letters:

(1) First Certified Letter: Notifies Lessee that they have 60 days until their final contract expires, and specifies termination date.

(2) Second Certified Letter: Notifies Lessee that they have 30 days until their final contract expires, and specifies termination date.

(3) Third Certified Letter: Notifies Lessee that the final contract has expired. Letter also terminates Navy MWR Storage Locker Agreement and gives 60 days' notice to remove property. Lessor continues to bill Lessee.

(4) 60 days from Third Certified Letter, Lessor discontinues billing and refuses to accept payment(s) due to non-compliance.

2. Abandonment Procedures. If Lessee is unresponsive/does not remove property in storage locker, marina management may proceed with the following abandonment procedures to have property removed, sold via auction or other method, or destroyed at owner's expense:

a. MWR will send a certified letter providing notice of intended sale or disposal after 45 days in accordance with 10 U.S.C. § 2575.

b. If Lessee remains unresponsive/does not remove property, MWR may proceed with sale or disposal of abandoned property in accordance with 10 U.S.C. § 2575.

c. MWR may submit any payment delinquency to a collections agency and pursue punishment under the Uniform Code of Military Justice.