



ANNEX B

Marina Rules and Regulations

A. GENERAL PROVISIONS

1. A Berth License Agreement must be signed by the Marina and Vessel Owner or captain prior to the Vessel being berthed at the Marina.
2. All fees and charges payable to the Marina must be settled in accordance with the Registration Form and Berthing Agreement but in any event prior to occupying a Berth at the Marina.
3. The following documents are required for a Vessel to occupy a Berth at the Marina:
 - (a) current registration;
 - (b) current certificate of insurance;
 - (c) copy of the Vessel Owner's current passport or other identifying document;
 - (d) details of any finance/mortgage over the Vessel;
 - (e) any other documentation that the Marina may request further documentation from time to time prior to approving the Vessel.
4. Vessel Owner shall promptly pay Phuket Island Marina outstanding amount for any services rendered including and not limited to berthing fees, utility and fuel bills. All accounts that remain unpaid for a period of 60 days from the date of invoice will be charged interest at 1.5 % per month, compounded monthly from date of invoice to payment date.
5. In the case we have no contact after 3 months and receive no payment, we have the right to take you to court or proceed as how we deem fit to clear your outstanding payment
6. The Marina takes no responsibility for accidents, injury, or death to any persons in, or working within, the Marina at any time. All persons wishing to enter the Marina for any reason do so at their own risk.
7. Parking permits are issued to vehicles registered to the Vessel Owner and their immediate family & crew only. The Parking Permits are non-transferable. Any vehicle not displaying a current permit will not be permitted to remain in the Marina. The Marina does not warrant the availability of parking. Permits will not be issued to delinquent accounts. The Marina takes assumes no liability or responsibility for loss or damage to any vehicle or its contents parked in Marina parking areas or facilities. All vehicles must be parked within the marked boundaries of one parking space or stall. Parking plat form , loading /unloading area only , fine 3,000 Baht / time.



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8. All changes of address, telephone numbers and/or ownership of a Vessel shall be reported to the Marina immediately.
9. All persons must observe any reasonable direction given by the Marina or the Manager on Marina behalf. If a request from the Marina is not complied with, the Marina reserves the right to remove the person from the Marina.
10. Any defects or malfunction of facilities within the Marina must be reported to the Marina immediately.
11. Access keys to unattended Vessels and all contact details of the Vessel Owner must be provided to the Marina
12. Prior to any signage or advertising being placed on any publicly visible area of a vessel, permission must be granted by the Marina, in writing.

B. SAFETY

13. The riding of skateboards, roller blades, scooters or any other means of transport deemed inappropriate by the Marina within the Marina is not permitted.
14. All docks and fingers must be kept clear at all times to permit easy access by emergency crews and their equipment. The Marina reserves the right to confiscate any items left on the docks and finger at any time and to dispose of these items immediately at the cost of the Vessel Owner. Storage of any confiscated items will also be at the cost of the Vessel Owner.
15. Water, electrical cords or mooring lines shall not be placed across the walkways. All electrical cords must be marine grade and have a plug with a watertight seal. No gear of any kind shall be stored on the dock.
16. Persons using the Marina must ensure they keep the area in use clean at all times. If the Marina is obliged to remedy a breach of this rule, then all associated costs of that cleaning will be invoiced to the responsible contractor or the Vessel Owner.
17. Fuel, dangerous or flammable goods are not to be brought onto the Marina. All refueling of Vessels must be undertaken at the refueling station.
18. Children under the age of 12 must be accompanied by an adult at all times.
19. All signs and directions for safety controls are to be adhered to by users.
20. Marina users must observe the rules and regulations of all appropriate local or international authorities for the movement of vessels.
21. Swimming, fishing, diving and underwater activities within the Marina are not permitted.



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22. Animals are not permitted in the Marina without the prior approval of the Marina Leashes must be used at all times.
23. Any barbecues, parties or gatherings of five or more people must first have permission from the Marina Manager.
24. Strom Plan/Extreme Weather conditions
 - a. Marina Staff will assist vessels in accordance to our protocol
 - b. Marina Staff will do their best to advise and update vessel owner of storm threats. The duty and responsibility of the crew is to monitor the weather service and to formulate actions accordingly.
 - c. Vessel Owner is responsible for securing vessel in a correct manner. The Marina reserves the right to replace such mooring, fendering, and vessel parts at the Vessel Owner's expense if the Marina is of the opinion that the lines are not suitable or could cause injury or property damage
 - d. Should Vessel Owner insist on leaving the Marina before, during or after the storm against the Marina's advisement, the Marina have the right to inform the Harbour Master of this action and will not be responsible for any accident and/or incident once the vessel leaves the Marina.
 - e. Vessel Owner will be responsible for any damage caused by Owner's vessel or equipment.

25. Fire Emergencies

Owner must maintain their vessel in a state of readiness for movement in the case of fire and/or emergency evacuation. Owner will report to the Marina of any major (vessel) breakdown resulting in the vessel being inoperative for more than 48 hours; any action being taken to restore the vessel to operable condition must also be notified. In an emergency Marina reserves the right, but not the responsibility, to take action necessary and prudent to safeguard Owner's vessel and adjacent vessel and property of Marina. Owner agrees to pay the Marina all charges for damages to Marina and services rendered on behalf of Owner and Owner's vessel in an emergency situation, including but not limited to charges for Marina Staff, materials, and/or the costs of hiring a contractor to move and/or remove the vessel and/or to make any repair required to make the vessel safe and free from defects which may endanger life, property or environment.

C. VESSELS

26. No vessel shall be anchored in the Marina nor moored in a way as to cause any obstruction to the Marina or any other marina user.
27. Marina users must, at their own expense, supply suitable mooring lines, fendering, and all other parts of their vessels and maintain them in good condition. The Marina reserves the right to replace such mooring, fendering, and vessel parts at the Vessel Owner's expense if the Marina Owner is of the opinion that the lines are not suitable or could cause injury or property damage.



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28. Marina users must not cause any nuisance to other marina users or local residents. The Marina reserves the right to remove any offending Vessel from the Marina, or, where the Vessel is unattended.
29. Only Vessels in seaworthy condition and under their own power will be admitted to the Marina. All Vessels must be insured, registered, identified, equipped and maintained as required by law and safe practice.
30. Vessels must be kept tidy and maintained in good condition so as not to reflect unfavorably on the visual standards of the Marina.
31. No part of any Vessel is to encroach over any part of the Marina (including, for example, anchors or bowsprits).
32. All Vessels shall be kept in a clean and orderly condition. No laundry; including on towels, not limited to bathing suits, underwear or other such items shall be hung on vessel, docks or pilings.
33. Vessels moving within the Marina shall not exceed a speed of three knots, or in a manner that may endanger or cause nuisance to other marina users and fish farm.
34. Maintenance work on vessels in the Marina by the vessel owners shall be limited to normal preventative maintenance. These procedures are to include changing batteries, fluids, and expendable parts (e.g., belts, filters, etc.). Extensive repairs may require, at the sole discretion of the Marina, that the vessel be removed from the Marina prior to the work being done.
35. Vessel owners must inform the Marina Manager prior to any vessel being disabled due to engine work or otherwise. If need be, the vessel will be towed, at the Vessel Owner's cost, to a more suitable berth.
36. Vessel owners or captains are to inform the Marina Office should they intend to refuel at the Fuel dock. The Marina will then advise on WIND and TIDE conditions. Marina serves the right to refuse service should the marina deem conditions are not suitable or unacceptable.
37. If you wish to maintain or repair your boat while moored or berthed at Marina, Vessel Owner must:
 - a. Include the Marina as a "named insured" on the maintenance service's insurance policy.
 - b. Notify the Marina every time a maintenance service enters the Marina to do business by reporting to the Marina Office. If outside contractor fail to register and pay daily fee at the office 2,000 Baht/person / day fines will be applied
 - c. Perform all work during normal Marina business hours and in accordance to Marina's Rules & Regulations for Contractors. As well as fill in 'Contractor 01' form.
 - d. Ensure responsibility that his/her maintenance service meet this criteria. Any non-compliance will be deemed as a violation of rules by the BOAT OWNER.



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38. Boat Vessel are responsible for any and all damage to Marina Property (docks, vehicles, buildings, etc.) that is caused by themselves, their boat or any of their guests.
39. If any vessel sinks within the marina, Vessel Owner must immediately take action to remove the vessel. If Vessel Owner fails to take immediate action, the Marina will do so and Vessel Owner shall pay all costs incurred in such removal.
40. If the Marina Owner is of the opinion that a Vessel is berthed dangerously or is a risk to the Marina in any way, it may re-berth or move the Vessel at the cost of the Vessel Owner without notice.

D. ENVIRONMENT

41. Vessel Owner shall not throw, deposit, discharge, pump or otherwise place any refuse, garbage, debris, oil, spirits, paint, sewage, flammable material or any other pollutants of any description upon the floats or water of the marina. Any governmental fines, including the cost of clean-up, resulting from the actions of the Vessel Owner shall be the sole responsibility of the crew/and or owner. Oil is to be deposited in the oil waste container at the Marina. Waste oil is not to be placed in or beside the garbage dumpsters, or spilled in the marina waterways. Docks shall be kept clean from grease, oil, spray paints or any other staining material. Vessel Owner shall be responsible for all clean-up costs.
42. All garbage shall be disposed of in the appropriate recycling bins or waste containers provided.
43. Any fire, or waste, oil or fuel leakage or spills must be reported to the Marina immediately.
44. If the Marina discover you, vessel owner, captain, or crew doing engine maintenance and detect oil leaks into the water, or should you leak fuel or purposely dump bilge, or dispose waste oil in a plastic or bin bag ,we will fine you and have the right to insist you leave the marina.

Failure to comply will result in the following:
 - a. 1st offense, warning in writing, 30,000 Bath fine.
 - b. 2nd offense, THB 100,000 Baht fine
 - c. 3rd offense, THB 200,000 Baht fine and leave the Marina immediately
 - d. Additional penalties may occur from the Government
45. Bilges must be checked for fumes or spills before starting motors and immediately after refueling.
46. The excessive running of engines, motors and generators within the Marina is not permitted.
47. Noise shall be kept to a minimum at all times. Owner shall not make or allow any disturbing noises on the docks or anywhere on the premises, between the hours of



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10:00 p.m. and 7:00 a.m. the Owner shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance.

48. A no wake zone must be respected, at all times, in the marina and surrounding vicinity, including the approach channel.
49. Vessel owners are to use Bio Product for boat cleaning.
50. Foreigners are not permitted to work within the Marina without a valid work permit.
51. The Marina reserves the right to change these terms and conditions at any time without prior notice.

The Marina Rules and Regulations summarized herein and as amended from time to time and all other policies and regulations established by governmental agencies or the Marina shall form a part of the Marina Rental Agreements as if set forth fully therein.

Date 15/1/2019