

***New Orleans Municipal Yacht Harbor
Management Corporation***

Harbor Rules & Regulations

Amendment Adopted (12/08/20)

These Harbor Rules & Regulations have been established by the New Orleans Municipal Yacht Harbor Management Corporation pursuant to the Rules and Regulations provision contained in the Boat Slip Leases and the Boathouse Leases for boat slips and boathouses located at the Municipal Yacht Harbor. They may be amended, from time to time, by the Board of Directors of MYHMC in the manner specified in the Boat Slip Leases and the Boathouse Leases. Each Boat Slip and Boathouse Lessee is obligated to comply with these Harbor Rules & Regulations.

VIOLATION OF ANY RULE OR REGULATION BY A BOAT SLIP OR BOATHOUSE LESSEE OR INVITEE SHALL BE A BREACH OF SAID BOAT SLIP OR BOATHOUSE LEASE AND SUBJECT THE LESSEE TO THE REMEDIES AVAILABLE TO MYHMC FOR BREACH OF THE LEASE.

Certain of these Harbor Rules & Regulations have been designated as involving “Hazardous Behavior.” If a Lessee or invitee of a Lessee violates any Harbor Rule & Regulation designated as one applicable to “Hazardous Behavior”, MYHMC may terminate the Boat Slip Lease of any Lessee holding such a lease, without prior notice to that Lessee or affording an opportunity to remedy or cure.

As used herein these terms shall have the following meanings:

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| MYHMC: | New Orleans Municipal Yacht Harbor Management Corporation. |
| Boat Slip Lease: | The lease between MYHMC and any Lessee with respect to a Boat Slip. |
| Lessee: | Any person or entity that leases a Boat Slip or Boathouse at Municipal Yacht Harbor from MYHMC. |
| Boathouse: | Each of the boathouses located at Municipal Yacht Harbor that is leased by MYHMC to a Lessee; more particularly the Leased Premises, as defined and described in the applicable Boathouse Lease. |
| Boat Slip: | Each of the boat mooring areas or slips leased by MYHMC in the Municipal yacht Harbor, together with the other premises described more fully in the Boat Slip Lease as the Leased Premises. |

Harbor: The entire marina, from its Lake Pontchartrain entrance (defined as being an imaginary line between the green channel marker mounted in front of the site of the former light house and the red channel marker mounted on West End Point) throughout the Municipal Yacht Harbor.

Invalidation of any one of these Harbor Rules & Regulations, or a portion thereof, by judgment of court, shall in no way affect any other provision which shall remain in force and effect.

HRR-1. No Wake Zone: The Harbor is a NO WAKE zone. No vessel is allowed to make any wake, regardless of speed.

HRR-2. One Slip Only: No person or legal entity shall be allowed to lease more than one slip at a time.

HRR-3. Multiple Boats in Slip: A slip is intended for a single vessel, unless otherwise clearly specified in a Boat Slip Lease. A Lessee may berth a single “tender” or “dinghy” to the vessel named in the Boat Slip Lease or identified to MYHMC as required in the Boathouse Lease. A “tender” or “dinghy” is a vessel of no more than 14 feet length overall which is designed to be stowed securely on the main vessel. In no case will any vessel protrude beyond the outermost piling of a Boat Slip or a Boathouse.

HRR-4. Houseboats: Houseboats are not allowed to use the Harbor. A houseboat is defined as a barge, boat or other vessel lacking self-contained (not sail, auxiliary or portable) power and steering and not capable of unassisted normal traversal of the open waters, or designed primarily for providing housing or such other dockside accommodations. All vessels using the marina must normally be capable of their own propulsion and steering.

HRR-5. Vessel Repairs & Maintenance: No owner or operator of any vessel will be allowed to make any major repairs to his vessel while berthed in the Harbor. Major repairs are those which cause a nuisance to other Lessees, such as spray painting and fiberglass grinding. Electric sanders shall be outfitted with functional and effective dust collection devices. Any Lessee desiring to hire a third party to perform work on a Lessee’s vessel while moored in the Harbor, must secure MYHMC’s prior approval before such third party (Outside Vendor) may perform any work. MYHMC will at all

times exercise control of third parties permitted to enter the Harbor. In the case of Outside Vendors, MYHMC must first approve the materials and methods, insurance coverage, licenses, and the willingness of the Outside Vendor to observe the Harbor's Rules and Regulations before permitting an Outside Vendor onto the Harbor property to perform work. Any Outside Vendor permitted onto Harbor property, whether or not pre-approved, shall not be construed as having any endorsement of MYHMC for the work or services of such party nor shall MYHMC be in any way responsible for the work performed by any such party.

HRR-6. Site Maintenance: Piers, finger piers, catwalks and wharves shall at all times be kept clean and free of materials, equipment and debris to permit easy access by emergency crews and their equipment. MYHMC reserves the right to confiscate any items left on the docks, piers, or finger piers at any time and to immediately dispose of said items at the expense of the Lessee. Storage of any confiscated items will also be at the expense of the Lessee. 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 unless in an approved dock box.

HRR-7. Strict Observance of Marpol Treaty: It is forbidden and illegal to dump plastic, paper, rags, glass, food, garbage, metal, crockery or dunnage in the water.

HRR-8. Strict Observance of Federal Water Pollution Control Act: It is forbidden and illegal to discharge oil or oily wastes into the water if such a discharge causes a film or sheen or discoloration upon the surface of the water, or causes a sludge or emulsion below the surface of the water. No overboard discharge of waste or holding tanks is allowed. Lessee shall not throw, deposit, discharge, pump or otherwise place any refuse, garbage, debris, oils, spirits, paint, sewage, flammable material or any other pollutants of any description upon the docks or water of the Harbor. Any governmental fines, including the cost of cleanup, resulting from the actions of the Lessee shall be the sole responsibility of the Lessee. Oil is to be deposited at the Harbor's authorized oil waste site or properly disposed

of offsite. Waste oil is not to be placed in or beside garbage cans or spilled in the Harbor waterways. Docks shall be kept clean from grease, oil, spray paints or any other staining material. Lessee shall be responsible for all clean-up costs. Harbor garbage cans are for vessel garbage only and not for household use. Cardboard must be broken down and placed in the garbage cans.

HRR-9. Fuel Transfer: No fuel shall be transferred to or from any vessel, dock or catwalk except in approved steel or plastic containers specifically built for the storage of fuel. This is a “Hazardous Behavior” provision.

HRR-10. Permanent Anchor: It is prohibited to place a permanent anchor or mooring in the Harbor.

HRR-11. Vessel Operations: No one shall operate a vessel in the Harbor in a reckless or dangerous manner or in a way which is likely to endanger the lives or the property of others. No person shall operate a vessel in the Harbor while under the influence of intoxicants or drugs. This is a “Hazardous Behavior” provision.

HRR-12. Fishing: Fishing, including crabbing, is prohibited in the Boat Slips and Harbor insofar as such activity interferes in any way with navigation or with other tenants (slip or boathouse) enjoyment of their leased premises.

HRR-13. Commercial Purposes: No tug boat, freight boat, commercial fishing vessel, or any vessel used for commercial purposes shall be permitted to tie up in the Harbor for commercial purposes or for the purpose of receiving or discharging freight. No vessel may engage in commercial activities in the Harbor except towing vessels temporarily assisting disabled vessels.

HRR-14. Parking of Trailers and Motor Homes: Parking of trailers and motor homes on the public street area, including N. Roadway and Breakwater Drive, is discouraged. Harbor policy is to inform City authorities of improperly parked trailers and motor homes.

- HRR-15.** **Pets:** In all areas of the Harbor pets are to be kept on a leash and owners are required to clean up after their pets. Damages caused by pets are the responsibility of the owner. Pets must have verifiable proof of vaccination.
- HRR-16.** **Signs:** Except for “Boat for Sale” signs, no advertisements are permitted.
- HRR-17.** **Nuisance:** No activity shall be permitted in the Harbor which will constitute a nuisance or may disturb the quiet enjoyment of any other tenant in the Harbor.
- HRR-18.** **Fires and Open Flames:** Fires and open flames of any nature on boats (except for barbeque grills on boats when used in a prudent and ordinary fashion), docks, parking spaces, the boat slip areas under the Boathouses or in the Harbor are prohibited, excepted in areas designated for that purpose, if any, by MYHMC and clearly marked as such by permanent signage. This is a “Hazardous Behavior” provision.
- HRR-19.** **Fireworks:** No fireworks of any type are permitted in the Harbor, the Boathouses, open areas on the Leased Premises of the Boathouses or in areas adjacent thereto or in any other area under the management of MYHMC. This is a “Hazardous Behavior” provision.
- HRR-20.** **Proper Mooring and Securing of Vessels:** Lessees shall be responsible for proper mooring and securing of their vessels, including any tenders, with proper sized marine grade lines in good condition, including appropriate chafe protection. No part of any vessel may extend over the main walkways or beyond the length of the slip into the fairway. The appropriate slip length will be determined by the measured length of the vessel including bow pulpit, anchors, swim platform, davits, mounted tender or other extension. In addition, no slip will be assigned to an applicant that is longer than the measured length of the vessel unless, in the sole determination of Harbor staff, a larger slip would be warranted. All vessels shall be moored in a safe and secure manner on cleats with strong mooring lines. In the event that MYHMC deems the Lessee’s

mooring lines to be unsafe, MYHMC may replace said lines at Lessee's expense. Vessels shall only be moored to the dock cleats. Vessels moored at floating docks shall not be moored to any pile, pole or any other portion of the floating docks. Chafing gear shall not be attached to the docks. Only dock boxes supplied by the Harbor may be used, and said boxes are the property of the Harbor. No construction of any kind shall be allowed on or to the docks. MYHMC reserves the right to remove, add, or adapt any existing construction, addition, or modification made to any portion of the docks, not limited to, but including dinghy racks, dock boxes, and stairs. During times of high winds and/or high water, including without limitation times when the Harbor is subject to threat of a tropical storm or hurricane, Lessees shall take extra and appropriate precautions to insure that the vessels and any tenders are properly secured for the circumstances that might be anticipated. In circumstances when there is a threat of a tropical storm or hurricane, Lessees with sailing vessels shall remove and stow the sails and deck equipment that can reasonably be removed and stowed and tie down with additional lines sails that cannot reasonably be removed. Failure to properly moor and secure a vessel (in the fashion described herein) in advance of a tropical storm or hurricane shall be a "Hazardous Behavior."

HRR-21. **Children under twelve (12) years of age must be accompanied by an adult at all times while on the Harbor's premises.** All children who would be required by U.S. Coast Guard regulations to wear personal flotation devices while on a vessel in operation should wear those same types of personal flotation devices while on any pier, finger pier or vessel in the Harbor.

HRR-22. **NOISE:** Except for entering or leaving the slip, main engines, power generating equipment, or other noisemaking equipment shall not be operated between the hours of 9 p.m. and 7 a.m.

HRR-23. **Harbor Use:** Lessee shall not prop any gate or entry door open for any reason. All guests must be accompanied by the Lessee. Alcohol cannot be consumed outside in any public areas. The use of alcohol must be confined to Lessee's vessel and the immediate dock area surrounding the vessel. Swimming is prohibited in the Harbor.

If Lessee's vessel sinks within the Harbor, Lessee must take immediate action to salvage and remove the vessel. If Lessee fails to take immediate action, MYHMC has the option to take action, and Lessee shall reimburse MYHMC for all costs incurred.

All moorage fees are non-refundable. At the discretion of MYHMC, annual slip Lessees who sell their vessel may obtain a partial refund. MYHMC will not pro-rate any portion of the month in which the vessel was sold. Lessee must provide MYHMC with a copy of the bill of sale within five (5) days of the date of the sale to qualify for a refund.

HRR-24. Live-Aboard Tenants: A "Live-Aboard Tenant" is a tenant who resides/occupies a boat in the boat slip for more than fifteen (15) nights in a calendar month. Live-Aboard Tenants shall be allowed in the Municipal Yacht Harbor subject to the following:

- a.) Minimum Vessel Size: thirty-five (35) feet of hull length
- b.) Live-Aboard charge: an additional 15% of the slip lease
- c.) If boat slips are not separately metered for electricity, Live-Aboards will be charged twice the standard rate.
- d.) No more than two (2) Live-Aboard vessels allowed on any dock
- e.) Live-Aboard vessels must have holding tank(s) or a marine sanitation device(s) in compliance with marine regulations and policies. The marine sanitation device must be certified annually by a marine survey. Other vessels must pump out holding tank(s) at least twice per calendar month or more frequently if required to maintain a sanitary odor-free condition.
- f.) No sub-leasing or short-term rental of any vessel or boat slip is allowed.
- g.) MYHMC's staff will be the sole determiners of compliance.

HRR-25. Transient and Seasonal Tenants:

- a.) A "Transient Tenant" is a boater who visits the Harbor on a short-term basis, generally less than a month, and who pays a slip rental rate on a daily basis determined by boat length which rate includes electricity. A Transient Tenant establishes no right to continued occupancy of the slip. The Transient Rate will be set at \$1.75/ft./night for slips with water and electricity, and the rate for slips without water and electricity will be set at \$1.00/ft./night.

- b.) A “Seasonal Tenant” is a boater who visits the Harbor on a short-term basis but wishes to stay a prolonged period of months. A Seasonal Tenant pays a rental rate based on the length of stay, from one (1) to six (6) months. The rental rate for one (1) to three (3) months is 120% of the pro-rata lease rate, paid in advance; the rental rate for four (4) to six (6) months is 110% of the pro-rata lease rate, paid in advance. The Seasonal Tenant also pays for electricity. If there are no separate electric meters in the Harbor, the Seasonal Tenant pays the following electricity rate: \$2.50 per day for 30 amp per cord, and \$5.00 per day for 50 amp per cord. The Seasonal Tenant establishes no right to continued occupancy of the slip.
- c.) Transient and Seasonal Tenants are subject to all Harbor Rules and Regulations.
- d.) MYHMC will reserve a limited number of twelve slips (30’-60’ in length) for this purpose.
- e.) No sub-leasing or short-term rental of any vessel or boat slip is allowed.

HRR-26.

Change of Slips for Tenants with Slip Leases:

- a.) Every effort will be made to accommodate requests by existing slip lease holders to change slips on an as-available basis for an appropriate sized slip.
- b.) Slip change requests will be honored on a no-fee basis until the final construction move of the vessels is completed within the Harbor.
- c.) Slip change requests will be processed for a fee of \$100 thereafter.

HRR-27

Transfer of Slip Leases:

- a.) It is the policy of MYHMC to encourage turnover of slips in the Harbor when existing tenants either sell a vessel or leave the Harbor. This allows those on the waiting list an opportunity to obtain a lease in a reasonable time. It also prevents the existence of a secondary market for slips.
- b.) Transfers of slip leases will be allowed when a vessel is transferred to an individual Tenant’s spouse, sibling, child, parent, or legatee(s) and the vessel remains as the occupant of the slip. A fee of \$100 is charged for this transfer. Transfers of slip leases will also be allowed within named lessees on the lease; no additional lessees can be added to the slip lease.

- c.) No transfer of a slip lease is allowed upon the sale of a vessel except as listed in (b.) above. The lease is cancelled, the slip must be vacated, and a new tenant is awarded the lease.

HRR-28.

Boat Broker Dockage:

- a.) In order to facilitate the sale of boats in the area, a limited number of dock spaces may be leased to Boat Brokers for the display of new and used vessels.
- b.) So long as there is anyone on the Harbor's slip lease waiting list, Boat Broker Dockage will be limited to side-tie space.
- c.) A maximum of twelve (12) broker spaces will be allowed which will be limited to four (4) per broker.
- d.) Brokers will pay a 10% surcharge on the standard lease rates.
- e.) Brokers will also pay for electricity. If there are no separate electric meters in the Harbor, Brokers will pay the following electricity rate: \$2.50 per day for 30 amp per cord, and \$5.00 per day for 50 amp per cord.
- f.) Brokers may not sub-lease or otherwise rent these accommodations.