

# **GENERAL RULES**

## **1 - PREMISE**

The purpose of this Regulation is the exercise and use of the structure called "Porto Turistico PortobelloCannero" hereinafter referred to as the "Tourist Port", built on a state-owned area of the Municipality of Cannero Riviera and given in concession to the company "MA.BE .6 SRL", hence referred to as the "Company".

The Company reserves the right to modify and/or supplement the Regulations at any time, giving appropriate publicity to such modifications and/or additions.

## **2 - FIELD OF APPLICATION**

The Regulation regulates the exercise and use of the Marina and, in particular, of the spaces and infrastructures for common use and of the individual berth places, by the assignees and their guests.

The Regulation obliges all holders of real rights holding a lease contract (subsequently called "Assignees"), as well as any other subject who is authorized to access the Marina even occasionally and/or temporarily, such as, by way of example, guests, customers, service personnel and assignees, or other visitors (later called "Users").

The owners of boats moored or, in any case, present inside the Marina are required to insure their boats with the stipulation of a "mandatory" policy for civil liability and kasco (the policy must contain an express waiver of recourse clause) including the clause for "fire third party recourse" with the same limit, communicating a copy of the policy and the renewals to the Company.

## **3 - ADVERTISING AND PUBLIC COMMUNICATION**

The Regulation is communicated in copy to the Assignees and is available in an updated edition at the Company's offices, also publicly displayed in the harbor area, as well as a copy is given to the Municipality of Cannero.

The Company may also publish, by posting at the harbor office any communications, recommendations and interpretative notes of the regulatory provisions.

Anyone who accesses, even occasionally and/or temporarily, the Marina is required to fully understand and comply with the regulatory provisions, so that their ignorance cannot never be used as an excuse for any transgressions.

## **4 - RIGHTS AND OBLIGATIONS OF THE ASSIGNEES, USERS AND PERSONS WHO ACCESS THE HARBOR**

The Assignees and Users can use the goods in common use, in accordance with - and within the limits of - the Regulation, the Harbor Concession, as well as in accordance with the nature and purpose use of the aforementioned goods.

Each Assignees is required to take perfect care, cleaning and ordinary and extraordinary

maintenance of the goods for exclusive use for the entire duration of the concession. In the event of non-fulfillment of the aforementioned obligations, the Company may replace the Assignee in carrying out the omitted interventions, charging him for the expenses incurred.

The installation of any kind and type of accessories inside the Marina, even on spaces of exclusive use, is prohibited without written authorization of the Company. Any objects deposited or installed in the harbor area may be removed by the company, charging the costs incurred for the intervention, the restoration of the structure, the transport and any storage of the material.

## **5 - INFRINGEMENTS**

In addition to law/administrative measures, in the event of non-compliance with the Regulation, the Company may adopt, even without notice, all appropriate measures to restore the situation of the Marina, charging the expenses incurred to the offenders.

The rental agreement stipulated with the Company establishes the full and unreserved acceptance by the Assignee of the Regulation itself.

Non-compliance with the Regulation referred to in the previous paragraph may involve, may include but is not limited to, the removal of boats, people, cars and things owned by Assignees or Users, with the expenses charged to the offender and with immediate termination of the existing contract between the Company and the Assignees.

## **6 - NECESSARY SERVICES AND ON DEMAND SERVICES**

The Company is the exclusive manager of the Marina and of all the services intended for the Assignees and Users.

The management of the Marina includes the organization and of all the services, tasks and activities inherent in the operation of the harbor and all the activities related to it (later called "the Necessary Services"), such as the following:

- fire-fighting equipment;
- safety equipment according to the law;
- maritime lights and signals;
- cleaning of docks, piers and other common areas;
- collection and disposal of municipal solid waste in special dedicated areas
- night lighting;
- supervision of mooring and boats traffic;
- video surveillance system
- control and management of access points to the structure
- other technical harbor services, which may be prescribed, even in the future, by a competent legislative, judicial or administrative Authority, or reasonably deemed by the Company, in relation to local conditions, necessary for the operation of the harbor;
- administrative and accounting services related to the management of the Marina and related services.
- care of relations with the competent administrative authorities.
- any other activity, which is in any case inherent and/or connected to the administrative

and technical management of the Marina, according to best practice in use in the sector.

The Company also provides services on individual request, such as:

- distribution and administration of clean water and electricity
- cleaning and maintenance of boats
- on-board supplies.
- WIFI network

For all services, the exclusivity clause applies as per art. 1567 C.C. for the entire duration of the concession and its possible renewals and/or extensions.

The Company has the right to modify and/or integrate the services, to comply with the provisions of the competent administrative authorities and in any case in which such integration is necessary or appropriate to improve the safety and efficiency of the Marina.

## **7 - MOORING PLAN**

Each single berth place will be marked by the Company with a specific number, or with another suitable indication.

The identification code of each berth place may be reported on the quays, piers, on the perimeter walls of the buildings and/or through any other form of indication deemed appropriate by the Company.

Any boat accessing the Marina must be authorized in advance or have an eligible title, as a contract stipulated with the Company, and/or assignee of a berth place for transit, or must immediately notify the Company.

Each Assignee must use only his assigned berth, or any other temporarily assigned to him by the Company.

The boat moored in the berth place assigned must be exclusively the one mentioned in the contract signed with the company.

The Company has the right to change the mooring plan and the assignment of a specific berth place at any time, due to marine weather conditions, for safety reasons, in the case of maintenance, operational and management needs, in the case of events taking place, by order of the competent administrative authorities, and for any other reasonable reason not expressly indicated above.

The movement of the boat must be promptly carried out by the owner, or by personnel appointed by him and previously notified to the company, at his own expense.

In case the owner absence and/or impossibility and/or refusal, the movement of the boat will be performed by the personnel of the Company, with release from any risk and/or liability for any damage and at owner expenses.

The Company, which has carried out the movement, will not constitute - and cannot be considered - guardian of the boat, any responsibility including thefts or damages, in any case will remain under the responsibility of the Assignee.

The boats cannot have actual dimensions "overall" - regardless of what is indicated in the registration document or in other equivalent documents - not compatible with the assigned berth place.

The berth places are located along the docks and on the floating pier in the harbor, as specified in the general mooring plan.

## **8 - MOVEMENT OF BOATS**

In the event that the Assignee or his assignees moor in the assigned berth place a boat different from the one indicated in the contract, whose dimensions are not compatible with the berth itself, or moor their boat on unassigned berth, or in zones or areas where mooring is not permitted, the Company will warn the Assignee, or, in any case, the offender, to immediately remove the boat within a peremptory time limit.

In the event of non-compliance, the Company may arrange for the boat to be removed, with the exclusion of any liability for theft and/or damage to the same at the expense of the Company.

The expenses for the removal will be charged to the Assignee and the offender, except for greater expenses.

The company will arrange for the relocation of the boats concerned in temporary accommodation in a suitable place, at the same structure or elsewhere, by charging a flat-rate daily mooring fee.

## **9 - ASSIGNMENT OF BERTH PLACES**

For the assignment of places the company will take into consideration only requests relating to boats with a identification mark. The user is required to declare the exact dimensions of the boat, which must refer to the actual dimensions, including any protrusions such as: dolphin strikers, bridges, pulpits, fins, suspended tender on stern and any other protrusion.

Only one boat may be moored at assigned berth.

If the user fails to declare the real dimensions, or moor boats larger than those of the category to which they belong, the Management will apply the foreseen sanctions.

The duration of the daily mooring is calculated in days of presence, periods of 24 hours starting from 10.a.m. Fractional days are calculated per hours with the minimum of 3 hours.

## **10 - BERTH PLACES AVAILABILITY**

The Assignee has full availability of the reserved berth that the Management undertakes to keep free. The moorings and the relative names of the users are recorded in a dedicated updated register kept by the Company.

## **11- MANEUVERING IN THE HARBOUR**

The user, in carrying out the maneuvers inside the harbour port area, must comply with these regulations and with the instructions, even verbal ones, given by the management or by personnel in charge.

Sailing is prohibited except in case of force majeure; evolutions with motor boats and wind-surfing are also prohibited.

The maximum access speed is 3 knots.

## **12- SAFETY PRESCRIPTIONS**

The moored units must be in a state of technical-administrative seaworthiness and therefore in compliance with the provisions of the law in force for the purposes of safety of circulation and mooring.

The Management will have the right to dictate particular safety regulations and, while declining all responsibility, it will be able to order site visits and inspections in order to contribute to the prevention of damage and fires.

Boats not in compliance with the prescriptions concerning safety may be removed from the concession area at the User's expense.

### **13 - USE OF ANCHORS**

The use of anchors in the harbour is formally prohibited. The Company will request removal otherwise will proceed at User's expenses.

### **14 - MOORING**

Boats must be moored safely and according to maritime rules. Mooring lines are provided by the user, and must be of adequate size and suitably protected to prevent damages. The user is responsible and will be liable for damages of any nature caused by incorrect mooring.

### **15 - PROHIBITIONS**

The use of generators, engine tests or other disturbing noises is not permitted before 9 am and after 8 pm.

Any work on the boat must be expressly authorized by the marina personnel.

Furthermore, the abandonment of rubbish outside the dedicated areas is not permitted. Users are required to comply with the regulations of the Municipality of Cannero Riviera in respect of waste collection.

It is strictly forbidden to discharge overboard liquid and solid polluting or foul smelling materials such as, for example, the discharge of toilet systems, tank cleaning.

The washing and cleaning of boats is not permitted through the use of potable water.

Fishing and bathing are prohibited inside the port.

Animals are admitted for the time necessary for their boarding/landing and must not cause harassment to users or staff.

Access to the port area for any vehicle, lifting and work equipment or transport is prohibited unless expressly authorized by the Company.

The deposit of any materials on the piers is prohibited.

### **16 - COMMERCIAL OR PROFESSIONAL ACTIVITIES**

It is forbidden to carry out underwater works, repair, maintenance, haulage, sale of various products or services, as well as any commercial, professional or advertising activity without authorisation.

## **17- FIRE PREVENTION**

Smoking is prohibited in the refueling area.

In the event of an accidental spill of fuel or oils, the user must notify the marina employee and clean the polluted surfaces at his own expense

The engine compartments or rooms with gas cylinders must be sufficiently ventilated before each start-up.

The electrical systems must be in a perfect state of insulation.

It is not permitted to keep dangerous or explosive substances on board.

Fire extinguishers must be in the quantity required by current regulations and perfectly working.

In the event of a fire, the most suitable means of extinguishing must be put into operation immediately and the boat must be immediately isolated.

## **18 – TEMPORARY MOORING**

Only authorized users who have booked in advance and/or have been accepted are authorized to use the reserved inside berth places.

Any boat entering the harbour, if it does not have an assigned berth, must contact the company or the marina personnel if present during working hours, for the assignment of a place according to availability. In the absence of staff, it is possible to use the parking machine for basic services by strictly following the instructions indicated, with particular reference to the usable spaces for “temporary mooring” indicated in the attached plan.

The mooring of the boat and the use of the structure implies acceptance and the obligation to comply with all the provisions of this regulation and to pay the rates established by the Company.

## **The management of PortobelloCannero**