



RULES & REGULATIONS

In the effort to provide an inviting atmosphere for all boat owners using space at Varadero Caribe N.V. (hereafter referred to as Varadero, the following rules and regulations are provided for the comfort and protection of all customers and their guests. Your cooperation in observing the following rules will be expected and appreciated.

1. **CHECKING IN:** At Varadero Caribe N.V. Marina & Boatyard. Office Hours: *UTC-04:00 8:00 AM till 5:00 PM. Monday to Friday. For More information Email us at info@varaderoaruba.com/ admin@varaderoaruba.com P. 297-5883850
2. **EMERGENCY:** Only pleasure vessels in good and seaworthy condition, and under their own power, shall be permitted to enter and remain in the slip/space. In the event that an emergency has occurred during the Owner's absence, Varadero reserves the right but not the responsibility to take such action as it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessels, or property of Varadero. The Owner agrees to reimburse Varadero for any and all costs it incurs on behalf of Owner's vessel in emergency situations.
3. **FIRES AND DANGEROUS CONDITIONS:** Only permanently attached propane grills may be used within the marina for outdoor cooking on the vessel. Causing or permitting charcoal fires or any other type of fire on the docks or in the immediate areas of any boat shall be a breach of these regulations. Owners will immediately correct any dangerous or hazardous conditions on their vessel upon notification of said conditions by Varadero.
4. **STORAGE ON DOCKS:** Owners shall not affix, store or place supplies, bikes, equipment, dinghies, skiffs, accessories, decorative items, materials, or debris of any kind on piers, docks, pilings or seawall. Owners shall not construct or place any lockers, chests, storage cabinets or similar structures on piers, docks or seawall. Only approved dock boxes will be permitted. No loose items of any kind may be stored anywhere other than on the Owner's vessel. Varadero reserves the right to remove any item to preserve the safety of the property and people within its responsibility.
5. **CORDS:** Only marine power cords are acceptable for shore to vessel connection, and must be maintained in safe working order. No modified power cords may be connected. All water hoses, phone cords and excess power cords must be maintained on the Owner's vessel or on a designated holder. Storage of these items will not be on the piers, seawall, docks, or sidewalks. Power cords and hoses may not be run across docks or piers.
6. **NOISE:** Noise shall be kept at a minimum at all times. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance to others. Socializing aboard the vessels or in the community area of the Marina must not cause a disturbance to other dock customers at any time.
7. **SWIMMING: Swimming in the Marina waters is strictly prohibited.**
8. **PETS:** Pets shall be under control at all times and must be toileted off the Marina grounds. Owners are required to clean up after their pets immediately. At the sole discretion of Varadero any pet deemed to be a nuisance may be required to be leashed or may be banned from Varadero property.
9. **PARKING:** Owners will be allowed a parking space for access to the vessel. Long-term parking must be cleared with the marina office prior to leaving for any period past overnight. Trailers with/without boats may not be parked on company grounds. Varadero reserves the full right to remove any vehicle or trailer not cleared for parking at the owner's expense. Varadero will not be held responsible for any damage done to vehicles while in the parking lot.
10. **GARBAGE AND WASTES:** Garbage or waste shall never be disposed of into the Marina's water. All garbage and waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel, solvents or flammable liquids into the Marina waters. It is the Owner's responsibility to ensure that bilges are kept free of fuel traces in order to prevent contamination of the waters. Bilges shall not be pumped while within the Marina waters. Waste oil shall be placed in the waste-oil tank provided for this purpose. Boat bottom cleaning can be accomplished by appointment through the Marina office for haul-out and proper disposal of marine matter. **Under no circumstances will an owner vacate a head or holding tank within the Marina waters.** Varadero intends to keep the environment clean.
11. **COMMUNITY AREAS:** No personal items will be affixed to any Varadero property. Personal items left in community areas and buildings will be removed. Community areas are for the use of all dockage customers and standards of cleanliness of surroundings and courtesy in behavior are expected. Varadero customers and boat owners are responsible for the behavior of their guests.
12. **LIVE-ABOARDS:** No owner shall, nor permit any other to, live aboard their vessel while docked or on the boatyard without the written consent of Varadero.
13. **SIGNS AND ADVERTISING:** No "For Sale" signs or other signs shall be placed on the vessel or vessel slip/space without permission of Varadero. Varadero reserves the right to remove any non-approved sign from the vessel or slip/space without notice to the Owner. Similarly, the Owner shall not affix or attach by screw, nails, bolts, or any other object, any article, fixture, or equipment to the piers, docks,

seawall or structures without prior written permission of Varadero. Advertising of, or soliciting for, the sale or lease of the vessel, appurtenances, or property of whatever type shall not be permitted on any vessel nor shall the Varadero address be used for personal or business purposes without the permission of Varadero.

14. **SECURITY PERSONNEL:** Varadero may employ security personnel for protection of Marina property. Security personnel are not responsible for Owner's property.
15. **HARBOR SPEED RESTRICTIONS:** Owners agree to limit their vessel's speed to 3 knots while within the Marina waters and the Marina entrance.
16. **CLEANLINESS OF VESSELS:** Vessel's topsides must be kept in a ship-shape condition at all times and no laundry, towels, bathing suits or other such items shall be hung on boats, piers or docks at any time.
17. **MAINTENANCE WITHIN THE SLIPS:** Painting, scraping or repair of gear shall not be permitted in the slip, on the docks, finger piers or sidewalks. No pressure washing shall be done within the waters of the Marina. The extent of maintenance or repair work an owner may perform on his vessel while within a slip shall be at the sole discretion of Varadero. Varadero encourages the use of biodegradable phosphate-free cleansers and environmentally safe methods of vessel maintenance and repair.
18. **OUTSIDE LABOR:** **No outside labor or independent contractor's work is allowed unless permission is obtained from the Marina office. All outside labor must sign in at the Marina office. Prior to commencement of work all outside labor or independent contractors shall provide proof of general liability insurance and proof of workers compensation insurance. Varadero reserves the right to stop any contractor or "do it yourselfer" from working within the Marina and Boatyard. All Contractors will be charged a 15% interest fee.**
19. **BOATYARD:** 1. **The Boatyard is closed to all but Varadero employees and authorized persons.** Due to liability and security this will be enforced. The ramp and dock located in the Boatyard will not be used for launch, retrieval or tie-up by anyone not employed by Varadero. It is forbidden to dock your vessel at the Boatyard dock without prior approval from Varadero. Vehicles are only allowed in the Boatyard for loading and unloading of equipment and materials. Nobody is allowed on the long-term storage yard. The Boatyard is open Monday through Saturday from 8:00 AM – 5:00 PM. The Boatyard is closed on Sundays and all official Holidays. .2. All vessels shall keep the area or the slip adjacent to the surroundings of the boat in a clean and tidy condition. Boats that don't comply will not be launched. A \$100 fine may apply. Members will receive up to 30 days free of charge while in the working yard. After 30 days normal rates will apply.
20. **COMPANY EMPLOYEES:** Company Personnel are assigned tasks by their respective Managers. Booking time with company personnel for consultation may be accomplished in the Marina Office and will be invoiced at the Marina office rate.
21. **COMPANY EQUIPMENT:** Company tools and equipment will not be loaned to anyone not a Varadero employee.
22. **WEATHER SAFETY:** **Owner of the vessel accepts all responsibilities for the proper positioning, tie-up and checking of the vessel under all circumstances.** In the event of predicted foul weather approaching, Varadero maintains a Foul Weather Response Plan. Varadero reserves the right to remove any item from its piers, docks, seawall and community areas in order to provide for the safety of its property and that of others. Loose items belonging to the owner will be stored on the Owner's vessel.
23. **CHECKING OUT:** Guests checking out of the Marina shall report to the Varadero office and settle their account prior to departure. Owners shall notify the Varadero office and pay all invoices owed prior to removing their boat permanently from Varadero.
24. **LONG TERM DOCKAGE TERMINATION:** Renter should notify Varadero office in writing 30 days prior to dockage termination.
25. **SUBLEASING:** Renter shall not allow any vessel other than his own to occupy the slip/space granted him under the terms of this agreement, nor shall renter occupy any other slip/space without the express consent of Varadero. Dinghies and Tenders will not occupy an additional slip without express written consent of Varadero.
26. **FISHING:** **Is not allowed from Docks & Boatyard.** Only designated fish cleaning stations may be used to scale and clean fish.
27. **EXTENDED CRUISES:** Owners of vessels leaving for an extended period are required to notify the Varadero office with a written notice. The slip may be held until return by paying monthly rental. Varadero Management reserves the right to use/rent all slips/spaces when vacant. Transient vessels occupying an absent Owner's slip/space are required to move said transient vessel to another open slip/space immediately upon notice by Varadero.
28. **DELINQUENT ACCOUNTS:** In the event the slip/space fees or other Varadero charges have not been paid within thirty (30) days after the same shall become due, Varadero shall, at its sole option, have the right to change the rate from monthly to daily rate and all storage charges thereafter shall bear interest at the highest legal rate. Varadero shall, at its sole option, have the right to suspend and disconnect customer from the usage of water and electricity, without prejudice to any other rights and remedies. After ninety (90) days of non-payment of amounts due, Varadero will take necessary steps to collect said amounts due plus reasonable collection expenses and fifteen percent (%15) extra- judicial charge shall also be applicable.
29. **VIOLATIONS:** Violations of the above rules and regulations, disorder, depredations, or indecorous conduct by an Owner, his crew, agents or guest that might injure or annoy other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the sole discretion of Varadero. Violation of any Aruban law shall be cause for Varadero to immediately terminate this Agreement and exclude the Owner and his vessel from the Marina.
30. **FUEL:** It is forbidden to fuel or to drain fuel tanks while in the Marina unless approved by Varadero.
31. **ELECTRICAL OUTAGES:** Varadero shall not be held responsible for electrical interruptions or outages or the results or damages there from.
32. **CHANGE OF RULES AND REGULATIONS:** Varadero reserves the right to amend or make additions to, or deletions from, the Rules and Regulations, as it deems necessary. A (14) days notice of said changes shall constitute e-mailing of one copy to the Owner to the e-mail address given on this Agreement.