

**Tahoe Keys Marina & Yacht Club LLC
Slip Rental Agreement & Rules and Regulations**

Registered Owner/ Contact Information:

Name(s): _____
Billing Address: _____
Telephone: _____ Cell phone: _____
E-mail: _____

Emergency contact information if different from the above.

Name: _____ Phone: _____

Vessel Information:

Vessel Name _____ CF Number _____
Vessel Description _____

Slip # _____ Slip Reservation from _____ to _____

*** Owner must provide current insurance and registration to the Marina ***

THIS SLIP RENTAL AGREEMENT (the “Agreement”) is made as of the date executed by Owner below, by and between Tahoe Keys Marina and Yacht Club, LLC (hereinafter referred to as “Marina” and the person(s) named as Registered Owner (or its authorized agent) (hereafter referred to as “Owner”) of the Vessel under the terms and conditions set forth here and below:

Owner and Marina hereby agree:

1. **Vessel.** Owner warrants that he/she/it is the Owner of the Vessel and is authorized to bind all joint owners of the Vessel to the terms of this Agreement. If the person signing this Agreement is an agent for the Owner of any joint owners, the Agent represents and warrants that he/she/it is authorized to enter into this Agreement on behalf of the Owner and to bind any and joint owners of the Vessel.
2. **Vessel Documentation.** Owner warrants that the Vessel is property documented or registered and that the Vessel is in compliance with all applicable California and US Coast Guard safety regulations. Upon execution of this Agreement, Owner will immediately provide Marina a copy of such registration and/or documentation as described.
3. **Vessel Condition.** Owner represents and warrants that the Vessel will be maintained in a seaworthy, operable condition and will maintain the Vessel’s appearance, which will include regular cleaning, maintenance and/or replacement of all painted and varnished surfaces, all bright work, rigging, safety equipment and any other appurtenances of the Vessel. Marina shall be sole judge of the adequacy of the Vessel’s condition, maintenance and appearance.
4. **Vessel Inspection/Approval.** The Vessel shall be inspected and approved by Marina upon its arrival. Failure to obtain Marina’s approval shall automatically terminate this Agreement. Failure to cure any deficiencies in the Vessel’s condition, maintenance or appearance or as required under this Agreement within 30 days of written notice of such deficiency shall automatically terminate this Agreement.
 - a) All Vessels before launching will be subject to a Quagga and Zebra mussel inspection. Fee for inspection will be collected at the time of inspection. When Vessels returns, Owner will be given an inspection tag. Inspection tag will be placed around Vessel and vessel trailer.

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So long as the tag is not torn off or removed from its original placement, Vessel shall not be subject to another mussel inspection upon its next launching at Marina.

5. **Slip.** Marina leases to Owner the use of a slip upon the terms and conditions contained herein. Owner shall use the slip only for mooring the Vessel and for no other purpose. The Vessel shall be used solely for Owner's pleasure and recreational purposes. Owner agrees that Marina may use the slip when Owner is not using it, without compensating the Owner. Owner warrants that Owner will maintain slip, the walks, floating ramps, gangways and docks in, about and surrounding the slip in a neat, clean and unobstructed condition at all times. Should Marina deem it necessary, in the Marina's sole discretion, to maintain the slip area, such maintenance will be done only at Owner's express instruction.

6. **Limitation on Renting Slip to Others.** Owner warrants that while the Vessel is moored at marina, Owner will not rent or charter the Vessel to any other person for any purpose, whatsoever and will not engage in any commercial activity with the Vessel or otherwise use or allow any other person to use the Vessel for commercial purposes or activities unless authorized in advance by Marina.

7. **Right to Move or Re-Assign Vessel.** In the event that Marina deems it necessary to relocate the Vessel, Marina reserves the right to reassign Vessel to any other slip at any time. Marina will attempt to notify Owner of such re-assignment but does not require Owner's approval to do so.

If Marina finds it necessary to relocate the Vessel to protect Owner or Marina due to unforeseen circumstances, forces of nature or such other natural disasters, such relocation will be at the Owner's expense and risk. Marina shall be exempted, held harmless and indemnified for any damage to the Vessel arising out of or relating to such relocation.

8. **Term.** Term for this Agreement purposes is deemed the reservation period for when Owner has agreed to rent slip from Marina and the term for which Owner has paid Marina. Owner shall pay for rental of the slip prior to launching their Vessel. Owner shall surrender the slip immediately upon the expiration of the term in substantially the same condition it was upon the commencement of the term, reasonable wear and tear excepted. Upon termination or default, Owner agrees to remove the Vessel from the slip immediately. If Owners fails to do so, Owner hereby grants Marina or its agents, the right to remove the Vessel, without notice, at Owner's sole risk and expense for the purpose of relocating the Vessel to another slip or dry storage area. Owner shall exempt, hold harmless and indemnify Marina from and against any claims for damages, including subrogation, arising out of or relating to removal, relocation or storage of Vessel, even if such damage is caused solely or partially by the negligence of Marina.

9. **Slip Fees.** Owner agrees to pay Marina the slip fee then in effect based upon the overall length of Vessel. Vessel length is defined as from the bow pulpit to the swim platform. Owner further agrees to pay as an additional fee any and all excise or other taxes that may be levied by any governmental agency and to maintain such taxes current. All slip fees must be paid in full by no later than 5 (five) days after the due date. Marina reserves the right to chain the Vessel to the dock until slip fees are paid in full. Additionally, should Marina chain your Vessel, due to a delinquent balance as described herein, Owner will be charged a \$250.00 impound fee.

10. **Fees for Late Payment or Returned Checks.** To compensate the Marina for the loss of slip fees due, for costs incurred to handle returned checks, delinquent slip fees, and consequential reports to Marina, Owner agrees to pay Marina, in addition to the slip fee due, a monthly \$25.00 late fee and finance charges will apply until such time as Marina has received payment in full. Payment by means of a returned check shall not constitute timely payment. In addition, there will be a \$35.00 fee charge to Owner for a returned check. Late fees will continue to be charged to Owner until all slip fees are paid by a valid check or credit card. Repeated returned checks may result in default of this Agreement and may terminate this Agreement, at Marina's sole discretion.

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11. **Adjustment of Fees.** Marina may increase or decrease the slip fee at the end of any calendar month by notifying the Owner in writing or posting notice thereof at Marina's premises at least 30 (thirty) calendar days in advance of the effective date of the increase or decrease. Any adjustment of the slip fees shall be deemed published when notice thereof is posted at the office of the Marina. Adjustments in slip fees shall become effective on the first day of the calendar month next following. In the event that the Owner fails to pay any new slip fee after its effective date, Marina may terminate this Agreement, as of the effective date.

12. **Sale of Vessel.** Owner is hereby forbidden to place a "For Sale" sign on its Vessel without the written authorization of Marina. Marina reserves the right to remove any unauthorized for sale signs.

13. **Access.** Access to docks, slips or Vessel is allowed at anytime by any Owner or its agents, employee's, family and friends. Access and use of the ramp is limited to the working hours of the Marina office. Should Owner require access to ramp outside of Marina's working hours, Owner should provide Marina 24 (twenty four) hours advance notice. A \$150.00 fee will be charged to Owner for such after hour service.

14. **Liens.** Marina shall have all liens provided for in the California Harbors and Navigation Code and such other liens, rights and remedies, including the right to sell the Vessel at public auction, and under California or Federal Law, as each may be applicable. Marina shall also have the right to take the Vessel into its possession to secure all sums that become due under this Agreement. Owner hereby agrees that Marina may assign its liens, possessor and other rights and remedies to a third party.

15. **Live Aboard.** Owner agrees that no person shall reside on the Vessel at any.

16. **Liability and Indemnity.** **VERY IMPORTANT PLEASE READ CAREFULLY**

A. Owner, as a material part of the consideration to be rendered Marina under this Agreement, hereby expressly agrees that vessels, marinas and areas in and around marinas can be hazardous to both property and persons, thereby posing a substantial risk of damage and injury to both property and persons. For example, such hazards include but are not limited to slips, falls, drowning, prop wash damage, winds, waves, storms, fires, vessel collisions and vessel sinking. _____ *Owner Initial*

As a result of Owner's recognition of the risks associated with being present in or around vessels, the Marina and its Common Areas, Owner expressly agrees to assume any and all risk for, waive and exempt Marina, as well as hold harmless, indemnify Marina from and against, any and all claims, including subrogation by Owner's insurer(s), against Marina for damages to the Vessel or her appurtenances, or for injury or death to Owner, Owner's family, relatives, agents, employees, contractors, licensees, charters, or guests that may occur on, in or about the Vessel or the Common Areas, or arise out of or relate in any way to the Vessel or the Common Areas. The foregoing waiver includes any and all claims, damages or injuries that may be caused or asserted solely or partially as a result of premises liability or the negligence of Marina. Owner also agrees to exempt, hold harmless and indemnify Marina from and against any all claims for damages, including subrogation, that may be asserted by any person, including Owner, against Marina, including claims that Marina was negligent. Solely for the purpose of this Paragraph 16, the term "Common Areas" shall mean all areas in, on or around the Vessel, the slip, the dock areas, the walks, floats, gangways, restrooms and other convenience facilities, parking areas, and roads in, around and leading to Marina's premises.

_____ *Owner Initials*

B. Owner acknowledges that Marina has not made any representations or warranties with respect to the nature, suitability, fitness or condition of the slip or common areas, except as expressly set forth herein, and that no such warranties or representations shall be implied.

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C. Owner shall, at his/her/its own expense, maintain liability and property damage insurance (which insurance shall provide primary rather than secondary coverage) with liability limits in the amounts sufficient to ensure performance by Owner of all the exemption, waiver and hold harmless and indemnity provisions contained in the Agreement, including claims involving premises liability or Marina's negligence, and shall have Marina expressly identified in the insurance policy as an additional named insured. Owner shall, in any event, carry liability insurance and property damage insurance, with accidental pollution coverage, with limits of at least \$500,000. Marina requires Owner to provide evidence satisfactory to Marina of compliance with Owner's obligations to insure. Owner's failure to comply with or demonstrate compliance with this provision does not in any way constitute a waiver by Marina of this provision. _____ *Owner Initial*

D. Even if every other subparagraph contained in this paragraph of this Agreement is deemed invalid, inapplicable or unenforceable, Owner nevertheless agrees that Marina's liability for any claim that arises out of or relates to this Agreement, including claims based on Marina's negligence, shall be expressly limited to no more than \$1,000 or one month's slip fee, whichever is greater.
_____ *Owner Initial*

E. Should Owner wish to be relieved of the effects of Paragraph 16 A – D, Owner may do so by agreeing to an increased slip rental of 100% of the otherwise applicable monthly slip fees to cover the additional potential liability that Marina may incur, and the insurance that Marina will have to purchase in order to accept such potential liability. _____ *Owner MUST initial acceptance of the terms of this paragraph 16 of Agreement as written. Otherwise, the increased rental fee appearing in Paragraph 16E will be assessed.*

17. Utilities. Owner agrees to notify Marina that Vessel will use the electrical facilities provided at each slip prior to connecting. Owner agrees to pay for electrical usage, the current rate per kilowatt for slips with a meter, for slips that do not have a meter, Owner will pay a flat fee of \$90 for the season and any other charges associated with such services. Failure to notify Marina that Vessel will utilize electrical facilities may result in a \$200.00 fine.

18. Transfers and Ownership. No right of Owner relating to or arising out of this Agreement may be assigned or transferred. Any attempted assignment or transfer shall give Marina the right, but not the obligation, to terminate this Agreement. If Owner sells, charters or transfers all or any portion of the Owner's interest in, or possession of, the Vessel, or in any corporate or partnership or joint venture entity which owns the Vessel, all rights under this Agreement shall terminate automatically. Owner warrants that Owner will represent to third parties that Owner's rights in the Slip are not transferable with the Vessel and shall indemnify and hold Marina harmless from any claim for damages, including subrogation, resulting from any such representation.

19. The parties hereby agree that with the exception of claims for possession of the slip or satisfaction of liens against the Vessel (i.e. unlawful detainer, ejection and actions for sale of the Vessel to satisfy Marina's lien rights in Paragraph 14 etc.), any dispute, claim or controversy arising out of or relating to this Agreement must be settled by binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association ("AAA"), (but if Owner is a consumer, Owner may choose a different arbitration organization) then in effect in _____ (county), California, United States.

There parties also hereby waive their right to discovery (except as allowed under AAA Rules), a trial by jury and the right of appeal that would normally apply to court proceedings and judgments. The substantive and evidentiary law applicable to all controversies decided by Arbitration shall be the Federal Maritime law and the Federal Rules of Evidence. This Agreement shall be enforceable and judgment upon any award rendered by any AAA Arbitrator may be entered by any court having jurisdiction. _____ *Owner Initials*

20. Attorney's Fees. If either Marina or Owner shall obtain legal counsel or bring an action against the other based on any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

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21. Rules and Regulations. Owner agrees that Marina's Rules and Regulations set forth below as Exhibit A, and any amendments thereto, are an integral part of this Agreement. Owner shall comply, and shall cause Owner's family, agents, licensees and invitees to comply with the then current Marina Rules & Regulations. Should any person violate any Marina Rules & Regulation, Marina may terminate this Agreement immediately, remove the Vessel from the slip at Owner's risk and expense, and retake possession of the slip. Marina reserves the right to modify, amend or supplement the Marina Rules and Regulations at any time and from time to time upon written notice to Owner.

22. Parking. Owner shall comply with all vehicle parking restrictions set forth in the then current Marina Rules & Regulations. The Marina, its officers, agents or employees shall not be liable to Owner or Owner's agents for any loss of, or damage of any kind to any motor vehicle or other personal property in or on the buildings, parking lots or other Marina Premises.

23. Entire Agreement. This Agreement, the Rules and Regulations set forth as Exhibit A, Use of the Marina set forth as Exhibit B and Navigational Traffic Management Plan set forth as Exhibit C constitutes the entire agreement and understanding between the parties. Owner and Marina agreed that paragraph 16 of this Agreement is subject to and should be interpreted under the Federal Maritime Law.

This Agreement and Exhibit A, Exhibit B and Exhibit C supersede or replace all previous agreements, licenses, or understandings, whether oral or written, with respect to the Slip. Should any portion of this Agreement be ruled invalid, such invalidity shall in no way affect the validity of the balance of this Agreement. This Agreement may be altered or modified only by a subsequent written agreement executed by both Marina and Owner.

Each signatory to this Agreement represents and warrants that he or she is fully authorized to execute this Agreement, either for himself or herself, or on behalf of his or her principal.

Marina:

Owner or Its Authorized Agent:

By: _____ Date _____

By: _____ Date _____

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**Exhibit A
RULES AND REGULATIONS**

The word “Marina” herein indicates “Marina” as well as any person duly authorized to represent Tahoe Keys Marina and Yacht Club, LLC. “Owner” is defined in this Agreement to mean “the owner of the Vessel located in the Marina and any person associated with the owner of a Vessel including all family members, agents, employees, licensees or invitees on Marina premises”.

1. Owner agrees to comply with all applicable rules, regulations and instructions of the United States Coast Guard and other federal, state and local authorities or government agency, and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency. Any discharge of paint, sanding debris, hydrocarbons or chemicals into the water is a violation of Federal and/or State law for which violations can be prosecuted criminally and civilly.

2. Dinghies, inflatable vessels and all other water craft, when not in immediate use, shall be kept on the Owner’s vessel, or when available, in an assigned dinghy rack/dinghy berth. Dinghies shall not be kept in any slip, or with another vessel. Use of another slip for any non emergency purpose is prohibited. Dinghies, tenders or other floating implements are not allowed on docks or piers. Marina speed limit is stearage only, with no wake and at no speed greater than 5 miles per hour.

3. Without exception, all connections made to the Marina premises’ receptacles shall be U.L. approved weatherproof, ground fault interceptor, three wire, grounded type. Wiring must be of sufficient amperage for its use as specified by the National Electrical Code. Undersized cords will be disconnected by Marina personnel. Cords may not cross walkways nor be affixed or secured to docks. Barbeques, hibachis, or fires of any kind are not permitted anywhere on Marina premises other than in designated Marina barbecues, if available.

4. Temporary, removable, non-affixed, non-secured dock steps may be placed on the finger, subject to Marina approval, but shall be no wider than one-half of the width of the finger and no longer than five (5) feet. Owner shall not attach, affix or install any other objects or materials to fingers or floats and no portion of any Vessel shall overhang the walkway at any time (e.g. bowsprit, plank, bow pulpit, swim step).

5. Halyards shall be secured to eliminate noise. Dock lines shall be of adequate size for the Vessel and shall be replaced when work. Hoses, electrical cords and dock line tails must be coiled. All Vessels occupying single slips shall be moored with a three-point tie-up. All Vessels shall be fully equipped with dock/boat bumper/ fender protectors at all times the Vessel is in slip.

6. Supplies, materials, accessories, equipment or gear of any kind shall not be stored on Marina premises except in approved dock boxes. Marina is authorized to enter the dock boxes in order to effect repairs thereon or if, in the sole discretion of Marina, such entry is necessary for the safety of Marina premises or vessels therein.

7. Main engines, power generating equipment and other noise making machinery shall not be operated between the hours of 9:00 p.m. and 9:00 a.m. except as necessary to enter or leave the slip. Engines shall not e operated in gear when the Vessel is secured to the dock. Unnecessary operation of engines in slips shall not be permitted. Other noise making equipment or appliances shall be operated in compliance will all laws, ordinance and rules.

8. Owner shall not throw, discharge or deposits from any Vessel or float any solid or liquid material including but not limited to refuse matter, oil bilges, galley drain water, or flammable liquid (“Waste Materials”) into the water or upon Marina’s premises. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent Waste Materials from being pumped automatically in to the water. All Waste Materials shall be deposited in the appropriate receptacles within the Marina’s

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premises, subject to Marina's supervision. Owner shall not empty sanitation device in any toilet or lavatory facilities on Marina's premises.

9. No sanding, paint removal, spraying or scraping shall be done on topsides, above decks or underwater. Major construction or repair painting or overhaul shall not be permitted on Marina's premises. Marina shall be the sole judge as to what constitutes "major construction or repair".

10. No fueling or transferring of fuel from the docks shall be permitted. No storage of flammable or combustible materials of any type including, but not limited to, gasoline, diesel fuel, oils, lubricants, kerosene, "white gas" paints, thinners, cleaners, turpentine, solvents, resins, epoxy or catalysts are allowed in dock boxes, land lockers or on the vessel.

11. No firearms, fireworks or live ammunition are allowed on the premises.

12. Storage, possession and/or use of any illegal drug, controlled substance or hazardous material (as defined in the Federal and State agencies) are prohibited on any part of the premises.

13. Owner shall notify the Marina of any unsafe or hazardous conditions that come to his attention. Disorderly or indecorous conduct by any Owner or Owner's family, agents, licensees or invitees that might cause harm to any other person or damage property or harm the reputation of the Marina is prohibited. Marina reserves the right to board any Vessel in the event of any unsafe condition or discharge of materials into surrounding waters causing a prospective hazard to the Marina premises or other vessels.

14. No advertising or soliciting of any kind is allowed on Marina premises or on Vessels.

15. All yacht brokers, contractors, workmen, crew or other agents of Owner must register with marina and provide adequate temporary security prior to admittance to the docks, and shall sign a waiver of liability in favor of Marina prior to gaining admittance.

16. If Owner is selling his Vessel, Owner must make arrangements to meet prospective buyers at Marina. Marina will not admit buyers to any vessel in the Owner's absence.

17. The Parking Area is for parking Owner's vehicles. No particular vehicles parking space is assigned or reserved and the availability of parking is on a "first come first served" basis. Marina reserves the right to limit parking to one vehicle per Slip Rental Agreement. If required by Marina, Owner shall affix a parking permit to Owner's vehicles as provided by Marina. Marina may allow guest parking on a "first come first served" basis. No motor homes, campers, trailers or other oversize vehicles shall be parking in the Parking Area. Oversized vehicles must park outside the Parking Area. Marina reserves the right to control access to the Parking Area in such a manner as it shall determine in its sole and absolute discretion.

18. No vehicle shall be parked in the Parking Area for a period in excess of seventy-two (72) consecutive hours. Overnight sleeping in any vehicle in the Parking Area is prohibited.

19. Owner shall notify Marina when Owner expects the Vessel to be away from its slip for any period in excess of seventy two hours.

20. Children under 12 (twelve) years of age are not permitted on the docks at any time without immediate and constant supervision by parents or other responsible adults. Non-swimmers or children under age 12 (twelve) must wear life jackets on the docks or boat decks.

21. Fishing, cleaning of fish, swimming diving, scuba diving or snorkeling is prohibited on Marina premises. Drying or airing of laundry, towels or apparel on the docks or the riggings of a vessel is prohibited.

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22. Animals must be tethered and restrained by a leash or in an appropriate cage when on the Marina premises. It shall be Owner's responsibility to immediately clean up after their pet should they soil any area and dispose of the waste in an appropriate receptacle. Marina shall be the sole judge of whether the Owner's efforts to control animals and pets are deemed to be adequate. All animals (except seeing eye dogs) are prohibited from entering the Marina restrooms.

23. No skateboards, roller skates, bicycles or any other wheeled vehicles may be ridden on docks or decks. Bicycles may be walked on docks to Vessel and shall be stored on board Vessel.

24. Marina does not accept telephone messages for boaters except in cases of life threatening emergency. Marina is not responsible for receipt or delivery of any mail addressed to Owner at Marina's address.

25. The use of fairways and slip channels shall be for the purpose of entering or leaving slips only. All vessels with engines shall use engines for propulsion within marina waters. Maximum speed in marina waters shall be 3 MPH or steerage speed.

26. The Owner shall comply with these rules and regulations and all amendments thereto as are published by the Marina from time to time by posting on the bulletin board located in the office of marina.

27. I have read and fully understand and agree to abide by the above stated marina Rules and Regulations, and all amendments thereto as provided for above.

Owner: _____ Dated: _____
Signature

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**EXHIBIT B
Use of the Tahoe Keys Marina**

Lake Tahoe is the second deepest lake in the United States and one of the clearest in the world. Keeping the 22 mile long and 12 mile wide lake as beautiful as when it was formed 25 million years ago is the responsibility of everyone – locals and visitors.

Failure to comply with any Tahoe Regional Planning Agency regulation(s) as noted below may result in penalties and fines up to \$5,000 per day.

- 1) Boat owners shall not live on their boats or permit others to live on their boats and are to use their boats for recreational purposes only.
- 2) The discharge of gray water or sewage to the waters of Lake Tahoe is strictly prohibited.
- 3) Boats shall be certified by the manufacturer or TRPA approved field test agent, that the watercraft passes the Society of Automotive Engineers (SAE) test J34, Pass Test, 82, dBA to be measured at 50 feet with the engine at 3,000 RPM; and
 - a) Field test measurements that the watercraft passes the SAE test J1970 or SAE-J1970, Shoreline Test, 75 dBA; and
 - b) Field test measurements that the watercraft passes the SAE test J2005 Stationary Test, 88 dBA if watercraft manufactured on or after January 1, 1993 and 90 dBA if watercraft manufactured before January 1, 1993.

Practice Clean Boating

Sewage discharge from boats is harmful to marine life and introduces disease-carrying pathogens into the water which are harmful to the public health. Select the proper marine sanitation device (MSD). One that treats the waste and then discharges it into the water. The other type retains the waste on board or treats it in a manner which does not result in any discharge into the water. Emptying heads/toilets or any other gray water matter in any other manner other than described here in is strictly prohibited.

Bilge oil – use drip pans with absorbent pads while draining oil; keep engines well tuned; place an oil absorbent material or bio-remediation bilge boom in the bilge; do not use detergents while cleaning; do not mix used oil with other substances; before pumping the bilge, use water/oil separators or absorbents to soak up oil hydrocarbons. Changing the oil for your boat on the Marina is prohibited. Any other manner of disposal of bilge oil at the Marina is strictly prohibited.

Hazardous waste – use non-toxic, biodegradable products when possible; never dispose of hazardous wastes in the trash, water or gutter; use the smallest amount of toxic product necessary to do the job; place ignitable paint waste and old gasoline in closed containers to prevent pollution or fire; the Marina offers some recycling/disposal services. Bringing your own containers filled with gas or diesel is prohibited in or on the Marina.

Safety and Etiquette

Boaters and Boats that enter the East Channel do so at their own risk.

- 1) Speed limit shall not exceed 5 mph while in the Marina and East Channel.
- 2) No tubing, water skiing, or wake zones in the Marina or East Channel.
- 3) At all times while in the Marina or East Channel boats shall travel in single file. NEVER side by side.
- 4) All motorized vessels shall give the right of way to non-motorized vessels, personal watercrafts and pedestrians of the water.
- 5) Disturbance of the lake bed shall be kept to a minimal amount while using an anchor or other stationary device. Dragging a keel or boat bottom through the East Channel would NOT be considered a minimal disturbance.

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Water Craft Prohibitions

Commencing June 1, 1999, the launching, mooring, or operation of all two stroke engine powered watercraft within the region is prohibited except:

- 1) Any two stroke engine powered watercraft whose fuel is directly injected into the cylinder;
- 2) Injected in to the crankcase prior to entering the cylinder and the fuel injection engine was purchased before January 27, 1999 has been prohibited since October 1, 2001;
- 3) Any watercraft powered by a two-stroke engine whose engine is certified as meeting the US EPA 2006 standard or the CARB 2001 standard;
- 4) Sailboats utilizing two stroke engine rated at 10 horsepower or less has been prohibited since October 1, 1999;
- 5) Any watercraft powered by an engine that has been rated at 10 horsepower has been prohibited since October 1, 1999;
- 6) Any watercraft powered by an engine that has been certified as meeting EPA's 2001-2005 emission standard has been prohibited since October 1, 2001.

Boating Equipment Prohibitions

The launching, mooring or operation of any watercraft equipped with any of the following devices is prohibited:

- 1) Devices that allow the direct discharge of sewage into the waters of the region.
- 2) Aftermarket devices that permit single event noise to exceed TRPA and applicable state standards.

Motorized Watercraft Restrictions

Monitoring & Annual Shore Zone

- 1) The number and type of approvals issued for shorezone structures in the prior year, and an estimate of the total number of each type of structure presently in the Lake;
- 2) An accounting of all fees collected pursuant to Chapter 54 of the TRPA Code of Ordinances and expenditures;
- 3) A description of all monitoring results relating to shorezone ordinance programs, including but not limited to, the water quality monitoring conducted pursuant to Section 54.15.A (6), and any conclusions drawn there from;
- 4) The number and types of motorized watercrafts registered under the Blue Boating Program provided for in Section 54.15.A and an analysis of whether the data is consistent with fleet mix assumptions in the Final Environmental Impact statement for the Shorezone Ordinance Amendments;
- 5) A description of progress made in implementing the mitigation programs called for in the Mitigation Implementation and Monitoring Program for the Shorezone Ordinance Amendments, including but not limited to the mitigation program provided for in Section 54.15.A(7) and an evaluation of the effectiveness of those programs;
- 6) Recommendations, if any, for modifications to the standards or mitigation programs required by the Code to ensure that the adverse environmental impacts of new shorezone projects are fully mitigated.

Watercraft

- 1) Certification by the manufacturer or by TRPA approved field test agent that the watercraft passes the Society of Au Automotive Engineers (SAE) test J34, Pass Test, 82, dBA to be measured at 50 feet with the engine at 3,000 RPM; and
- 2) Field test measurements that the watercraft passes the SAE test J1970 or SAE-J1970, Shoreline Test, 75 dBA; and
- 3) Field test measurements that the watercraft passes the SAE test J2005 Stationary Test, 88 dBA if watercraft manufactured on or after January 1, 1993 and 90 dBA if watercraft manufactured before January 1, 1993.

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**Exhibit C
Navigational Traffic Management Plan**

The purpose and intent of this plan is to promote safe navigation of the Tahoe Keys Marina East Channel. This information, coupled with the mariner's compliance with the provisions set forth, enhances the safe routing of vessels through congested waterways; will minimize the risk of collisions between vessels and/or damage to property or the environment.

(1) Ingress and Egress from the Marina through East Channel to Lake:

All vessels shall enter and exit the Marina through the east channel in single file only. At no time shall any vessel travel side by side with another vessel through the East Channel when entering and exiting the Marina.

a) Egress - returning from the Lake through the East Channel to the Marina. Vessel shall return to the Marina with the red buoy on the right side of the vessel. Red representing return.

b) Ingress - leaving the Marina through the East Channel to the Lake. Vessel shall exit the Marina with the green buoy on the right side of the vessel. Green representing go.

(2) Traffic Restrictions:

a) At no time while in the Marina, the East Channel or in the Lake shall vessels travel side by side. All vessels shall, while moving, travel in single file format.

b) All vessels shall give the right of way to pedestrians of the water (i.e. swimmers, inter-tubes or kayaks).

c) All motorized vessels shall give the right of way to any non-motorized vessels, personal watercraft, and pedestrians of the water.

d) No wake zone in Marina nor the East Channel.

e) No tubing or water skiing in Marina nor the East Channel.

f) Your speed in the Marina and through the East Channel shall not exceed 5mph

g) No weaving through congested traffic

h) No jumping from one vessel to another

(3) Motorized Watercraft vs. Non Motorized Watercraft:

a) Motorized Watercraft is defined as any vessel, propelled by machinery, that is designed to be operated by standing, sitting, or kneeling on, astride, or behind the vessel. (except those vessels that are exempt from US Coast Guard's regulation ie any vessel waived from capacity plate requirements)

b) Non Motorized Watercraft is defined as any vessel that does not require nor is propelled by machinery. (i.e. kayak, canoe, row boat moved with oars)

(4) Dredging shall be performed as needed and as required by local, state and federal regulations and requirements.