



# SAFE HARBOR

— PUERTO DEL REY —

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## Contractor Regulations

Safe Harbor Puerto del Rey is a private marina. Marina PDR Operations, LLC (“PDR”) recognizes that many of its clients rely on the services provided by contractors to keep their boats in suitable conditions or come to the Marina for the sole purpose of seeking repair and maintenance services.

With this in mind, and to facilitate that all contractors can work on the maintenance and repair of our clients’ vessels, we have developed the following regulations which apply to all contractors who wish to provide their services in the Marina. These regulations are based on and compliment the Vessel Space License Agreement (“VSLA”) signed by each Marina customer, and the Harbor Rules and Regulations (“HR”) that apply to anyone who enters the Marina. PDR reserves its right to refuse entry and permanence to its facilities, and we remind you that the opportunity to work within the PDR’s facilities is a privilege and not a right.

### I. DEFINITIONS.

- A. Marina: All area within the marina commonly known as Safe Harbor Puerto Del Rey, whether in water, land or buildings.
- B. Dry-Stack: Warehouse and boat washing area where vessels are stored in *racks* and in the peninsula area.
- C. Boat Yard and/or 15 acres: Land storage area and location of some internal contractors’ workshops; it includes area of the peninsula where other internal contractors’ workshops are located.
- D. 10 acres: Vessels’ land storage. This area does not have maintenance workshops and/or repairs and has no water and power facilities.
- E. Internal Contractor: Entity or individual who has their offices and workshop in the Marina. The contractor has a lease agreement with PDR that allows him to perform certain services inside the Marina.
- F. External Contractor: Entity or individual who has a contractual agreement of service with PDR’s clients or with PDR. This individual or entity visits the Marina often and usually has an indefinite contract with PDR or one or more clients of PDR but is not a tenant of PDR. The contract can be temporary or indefinite and may be revoked at any time.
- G. Contractor: All external, internal, and temporary external contractors. The term applies to owners, employees, subcontractor etc.
- H. Contractual Agreement: Contract to provide a service and/or product.
- I. ID: Identification carnet provided by PDR’s Security Office.
- J. Temporary Access Pass: Document provided by the Security Office or by Customer Service that allows access to certain facilities of the Marina for a limited time.
- K. Client: Individual or company with a valid VSLA with PDR.
- L. Storm Water Pollution Prevention Plan (“SWPPP”): Fundamental requisite of the rainwater permits issued by the EPA. MPDR’s SWPPP identifies all possible sources of contamination that can reasonably be

expected to have an impact on the quality of water discharges within the Marina. Current version is available at [www.puertodelrey.com](http://www.puertodelrey.com).

- M. Harbor Rules and Regulations / ("HR"): Governing Document of the Marina. This manual applies to any individual or entity that enters the Marina. They can be modified by PDR at any time. Current versions can be found on [www.puertodelrey.com](http://www.puertodelrey.com) and in the Customer Service Office.
- N. Vessel Crew: Individuals who works as a captain (attendant), "Mate", or crewmember, exclusively for a single vessel. Said individual must (i) have a captain's license to act as such, (ii) have in writing the authorization of access by the owner and (iii) be covered by the policy of insurance of the boat. Individuals who are "crew" to more than one vessel must register as contractors and have an authorization for each of those vessels.

**II. RULES AND REGULATIONS.**

The following rules are of strict compliance. Not complying with the specified rules or instructions given by the PDR administration could entail expulsion of the contractor and his employees from Marina facilities, as well as the revocation of any permit or authorization of access granted by the administration of the Marina and/or a client and the cancellation of the contract. PDR reserves entry and permanence rights at all times.

A. Membership

Any contractor who wants to carry out service jobs in the Marina must pay a membership fee, which can be paid daily or annually. The membership benefits include an identification and use of the parking facilities. Annual membership comes with special benefits for the contractor like access to e-pass lane, parking and Marina facilities.

<b>External Contractor</b>	<b>Daily</b>	<b>Annual</b>
<b>Vessel Crew</b>	\$5.00	\$50.00 + IVU
Individual	\$5.00	\$75.00 + IVU
Company	\$20.00	\$75.00 + IVU (per employee)
<b>Benefit</b>		
Pass	X	X
ID Card		X
Parking Sticker		X
Use of E-Pass Lane		X

B. Documentation Requirements & ID

PDR's administration has implemented controlled access system to provide better security and protection to the Marina, its employees, customers, contractors, vessels and property. The system is based on different security points accessed through ID card and access passes in order to enter the facilities and provide services.

Every contractor must provide the documents listed below at the Security Office. Once the contractor provides all the documents listed (fulfilling the registration process), PDR's Security Office will issue an ID that will grant access to the different facilities in the Marina. The ID card will have an expiration date according to the insurance policy that is provided at the time of registration. When the insurance policy expires, the contractor must apply for a new ID and payment for the costs associated with the renovation will be due.

1. Proof of insurance coverages required hereunder.
  - a. The certificate must specify the service work to be carried out by the insured, for example: mechanic; conditioning air technician, boat washing, among others. For this reason, the amount of insurance will depend on the trade to be exercised, shown below.
  - b. Type 1 contractors (defined below) shall maintain the following insurance coverages at all times while on the Marina premises: (i) Marine General Liability, covering bodily injury and property damage and personal and advertising injury with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for bodily injury and property damage, \$1,000,000 products/completed services limit, \$50,000 for Fire Legal Liability limit, any one fire, and \$10,000 medical expenses, which policy shall be endorsed to cover Ship Repairers Legal Liability while working on a vessel at the Marina and shall include \$1,000,000 Protection and Indemnity coverage while operating the vessel; (ii) Business auto liability insurance, if applicable, which insures against bodily injury and property damage claims arising out of the ownership, maintenance, or use of any hired or non-owned automobile with a combined single limit of \$500,000 per accident; (iii) if applicable, Builder's Risk Insurance, in amounts sufficient to provide coverage for 100% of the replacement costs of the Work and protection against sprinkler damage, vandalism, theft, burglary and malicious mischief; (iv) Bumpershoot, with minimum limits of \$2,000,000; and (v) if applicable, Worker's Compensation coverage (Corporacion del Fondo del Seguro del Estado "CFSE") s. All contractors not identified as Type 2 are deemed Type 1 contractors. Type 1 contractors include, without limitation, those that perform the following work and/or services:
    - Golf carts
    - Woodwork
    - Electrical work
    - Refrigeration
    - Fumigation
    - Plumbing
    - Boat Maintenance
    - Light Mechanics
    - Heavy Mechanics
    - Internal Companies
    - Specialized Fluids Treatment
    - Heavy equipment Transportation/Cranes/Towing
    - Rigging Work
  - c. Type 2 contractors (defined below) shall maintain the following insurance coverages at all times while on the Marina premises: (i) Marine General Liability, covering bodily injury and property damage and personal and advertising injury with minimum limits of \$500,000 per occurrence, \$1,000,000 in the aggregate, for bodily injury and property damage, \$1,000,000 products/completed services limit, \$50,000 for Fire Legal Liability limit, any one fire, and \$5,000 medical expenses; (ii) Business auto liability insurance which insures against bodily injury and property damage claims arising out of the ownership, maintenance, or use of any hired or non-owned automobile with a combined single limit of \$500,000 per accident; and (iii) if applicable, Worker's Compensation coverage (Corporacion del Fondo del Seguro del Estado "CFSE"). Type 2 contractors are those that perform the following work and/or services:
    - Boat wash & shine
    - Upholstery
    - Installing Decals

- Sailmaking
  - Sign Painting
  - Cleaning or detailing work that does not involve the use of hazardous materials
  - Golf carts (provided, in lieu of the Marine General Liability policy, golf cart services shall require Commercial General Liability, covering bodily injury and property damage and personal and advertising injury with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate (or \$250,000 per occurrence and in the aggregate if performing work exclusively on carts no larger than two-seaters), for bodily injury and property damage, \$1,000,000 products/completed services limit, \$50,000 for Fire Legal Liability limit, any one fire, and \$5,000 medical expenses)
- d. All insurance shall be issued by duly licensed insurance companies reasonably acceptable to PDR and shall be primary and non-contributory when any policy issued to PDR provides duplicate or similar coverage. All liability policies except Workers Compensation shall contain endorsements that name Sun Communities, Inc. and its affiliates and subsidiaries as Additional Insured. All liability policies shall be endorsed to include a Waiver of Subrogation in favor of Sun Communities, Inc. and its affiliates and subsidiaries, along with a 30-day notice of cancellation. Contractor understands that such insurance amounts are minimum requirements and are not intended in any way to limit contractor's liability to PDR.
2. Listing of all employees authorized by the company to provide services within the Marina.
  3. Criminal Record Certificate issued by the Puerto Rico Police. If the contractor has employees, he/she will have to present a valid Criminal Record Certificate for each employee; certificates must not be older than three months. If the contractor is unable to provide the certificate, they must explain in writing the reasons for which they cannot provide it. PDR will exercise its discretion in deciding whether to allow the contractor in the premises. PDR may, but will not be obligated to, prohibit from the Marina premises people convicted of felonies or people convicted of lesser crimes that imply violence or moral depravation.
  4. Copy of a government issued photo ID (Driver's License, Passport or identification card issued by the Department of Transportation).
  5. Signed receipt of Harbor Regulations and Contractors Regulations.
  6. Registration of the vehicle to be used.
  7. Companies must provide proof of insurance from *Corporación del Fondo del Seguro del Estado*.
  8. Evidence of Trade (this requirement applies only to contractors who are represented as experts or technicians with specialized knowledge, such as electricians, mechanics, etc.).

B. Costs

1. The ID will have a cost, which includes a parking sticker for the contractor's vehicle.
2. The cost of renewing the ID is \$50.00 plus applicable taxes, with the presentation of an expired card. If expired ID is not surrendered, a fee will be imposed.
3. A replacement \$75 fee will be imposed for every lost ID.
4. Parking sticker replacement will have a cost of \$15.00 with the surrendering of the previous seal. If the previous seal is not presented, a replacement fee of \$75.00 will be imposed.
5. The cost of one additional parking sticker is \$35.00.
6. All contractors must have a balance of zero at time of renewal.

7. All contractors must pay their fines within 30 days. Not paying a fine within 30 days carries the imposition of interest of 1.5% per month of the debt for late payment or the highest rate permitted by applicable law, whichever is less.

C. Authorization of Boat Owner

1. Every contractor must be authorized by the owner of the boat to perform work on the vessel.
2. The client must send written authorization to [pdrcustomerservice@shmarinas.com](mailto:pdrcustomerservice@shmarinas.com) or to [PDRSecurityDG@shmarinas.com](mailto:PDRSecurityDG@shmarinas.com). The authorization must indicate the name of the contractor, work to be carried out, and the expiration date of the authorization. The client must specify if the authorization is indefinite. It is the client responsibility to cancel any authorization provided. PDR is not responsible for any work performed.
3. Contractors found to be doing work on a boat without proper authorization will be given a verbal warning when it is the first violation; contractor will have to leave the work area until client's written authorization is received. The second offense carries a fine of \$100.00 to the contractor.
4. PDR is not responsible for any damage or accident that the contractor or his staff suffers while carrying out their service on the client's vessel.

III. **GENERAL RULES.**

To work within the Marina facilities, all contractors and their employees must meet the following rules:

A. Identification; Authorization

1. All contractors must have their PDR ID visible at all times.
2. The contractor must have an authorization from the owner of the boat and a pass or ID issued by PDR to access the area.
3. Contractors must identify themselves when entering Boatyard and Dry-Stack; they must show their ID and access pass.
4. All internal contractors who want to work a boat on the 15 acres must request that the owner of the boat fill a "Work Order" for the "lay -days" charge.
5. Every internal and external contractor must attend an annual orientation provided by PDR on the various applicable regulations such as the SWPPP, HR and these Contractor Regulations.

B. Regulatory Compliance

1. All contractors working on the Marina facilities are subject to comply with the SWPPP of PDR. This document is available on the Marina's website at [www.puertodelrey.com](http://www.puertodelrey.com). Any contractor who fails to comply with the provisions of the SWPPP will be subject to severe penalties starting at \$250.00 and the possible revocation of their privileges to work within the Marina facilities. Any fine imposed by a government agency as a result will be passed to contractor in addition to a 10% fee.
2. All contractors will abide by every law, regulation or public ordinance approved by state, municipal or federal agencies including but not limited to The U.S. Coast Guard ("USCG"), Customs and Border Patrol ("CBP"), the EPA, OSHA and the DRNA, etc., any underlying ground leases or similar agreements, the posted rules and regulations for the Marina, and any instructions or requests by Marina staff.
3. All contractors doing regulated work in the Marina must be certified by the appropriate agencies/entities both public and private. Example: Electrician and Mechanic.

4. Diving operation contractors must comply with all federal and state regulations governing this type of operation.

C. Conduct and Professionalism

1. Every contractor that provides services within the Marina must provide cordial, professional and quality service. PDR reserves the right to revoke access to a contractor in the event that repeated customers complaints are received about the quality of service provided.
2. Every person must always have shirt, pants and shoes on.
3. Music volume must always be kept low.
4. Smoking will only be allowed in areas designated by PDR. Smoking is not allowed in the Dry-Stack area or in the Marina offices.
5. All waste must be immediately disposed of in trash cans. It is forbidden to throw trash on the floor in order to be collected at the end of a day's work. The infringement of this regulation will carry the imposition of a fine of \$50.00.

D. Hazardous Substances; Welding

1. Operations with fuel must be coordinated with the Security Office before the work commences. The transport of fluids and hazardous materials within the Marina will not be authorized unless the substance(s) are carried in suitable containers.
2. Any contractor who is performing maintenance or working with oil in any area of the Marina must take the necessary precautionary measures to avoid and/or attend a spill. To avoid this type of situation plastic must be used on the floor and absorbent cloths must be available in the work area.
3. Only pure oil is allowed in the oil recycling area. Deposit of contaminated oil with other contaminants or with water is not allowed. The violation of this clause will carry a fine starting at \$150.00.
4. The Marina does not have an area to deposit "coolant" or gasoline. Every contractor must dispose them in a safe way for the environment. Contractors who leave such contaminants in containers in the docks, Boatyard area and Dry-Stack or in trash containers must pay a fine of \$300.00 per container.
6. All welding work requires a "hot work permit" from the Security Office. The contractor must have all the necessary safety equipment to carry out such work. The contractor who does welding work will do it at his own risk. If contractor is found welding without permission, the contractor will be exposed to fines from \$250.00 onwards.

E. External Contractors

1. External contractors cannot leave their work tools or ladders in the Marina's premises without management's previous authorization.
2. Any external contractor who wants to relocate a boat from Dry-Stack to 15 acres to perform maintenance work must request the movement through the Boatyard office; a timetable for the transaction will be assigned which will carry the following:
  - a. The request for the transaction must be presented 24 hours in advance.
  - b. The vessel must have a valid contract with PDR; balance and insurance policy must be current and up to date.
  - c. Missing documents will result in the cancellation of the move; a future date will not be set.

- d. The contractor or the owner of the boat must pay for the move before Marina personnel performs it.
  - e. The owner of the boat must send an authorization via e-mail authorizing the contractor to work on his vessel, collect the charges related to the move and sign any document related to the move.
3. External contractors are not allowed to perform the following:
- a. Wet/dry sanding.
  - b. Use of water pressure machines.
  - c. Work below the water line of a vessel.
  - d. Any work with an environmental impact.

F. Other

1. If the contractor or any of their employees are injured, an accident report must be promptly submitted to the Security Office within the same business day as it occurred.
2. When a contractor asks for a boat to be put on a cradle the boat must always be tended to. PDR shall have the right, but not the obligation, to store unattended boats immediately unless prior notice is provided to Dry-Stack Manager.
3. The use of electricity is prohibited while the boat is unattended. The owner of the vessel or his representative must be present while the boat is connected to the electrical outlet.
4. Under no circumstances will the use of spray paint be allowed on the docks or on the Dry-Stack area.
5. All tools and equipment must be in good working condition and power tools must have the power cord and electrical extensions in good condition.
6. PDR will only allow the use of hoses with a nozzle. If a nozzle is not used, a fine of \$25.00 per occurrence will be imposed.
7. Dry-Stack and Boatyard are areas of industrial activity; the contractor must always drive carefully at a speed of 5 MPH.
8. Once the contractor enters the Boatyard and Dry-Stack area, he should give way to heavy machinery. Visual contact with the driver or assistant must be made to make sure they have seen the contractor.
9. Dry-Stack movements are scheduled by shift and on occasions by order of arrival. Vessel owners are prioritized for such transfers Friday-Sunday.
10. Working Hours are set forth in Section VI. On Mondays Dry-Stack employees are only dedicated to removing boats from the water and movements for boat owners until 10am. Regular transactions will continue after that.
11. PDR is not responsible for theft and/or robberies suffered by the contractors or their vehicles while in Marina facilities.
12. PDR reserves the right to inspect the contractor or their vehicle if necessary.
13. PDR reserves the right of entry and permanence at all times.

**IV. E-PASS LANE AND PARKING PERMIT.**

- A. Only external contractors who paid annual fees are eligible for use of e-pass lane (this does not include access to customer e-pass parking).

- B. Annual membership and proper documentation must be up to date in order to access e-pass lane.
- C. Parking permit will identify contractors and ensure a designated parking area to be determined by the Administration.
- D. Temporary external contractors will have a pass for their vehicle. The pass should be in visible area of the vehicle. Vehicle must be parked in assigned for contractors.
- E. The Marina reserves the right to revoke e-pass access if at any time there is noncompliance with the provisions established on this Regulations.

**V. PARKING.**

- A. All contractors, internal and external, and their employees must park in the designated area.
- B. All contractors will be allowed to park the vehicle in which they attended the facilities.
- C. Vehicles are not allowed to stay in the Marina overnight.
- D. A decal will be placed on the vehicle at the first infringement of parking regulations. After the first violation, a boot will be put on the vehicle, a \$50 fine will be imposed along any other fines imposed by the PR Police. Towing charges for removal of the vehicle will be passed on to contractor. The third offense carries revocation of access to the Marina.
- E. All vehicles without a valid parking seal will be fined \$10.00 per day.
- F. Any vehicle remaining in Marina facilities without a written agreement of storage for more than fifteen (15) days will incur a charge of \$75.00 per day and may be subject to tow at the cost and risk of the owner. Any vehicle remaining for more than sixty (60) days will have a boot placed and it will be considered abandoned and may be remove by the Police and/or subject to legal proceedings.
- G. All vehicles at the Marina must observe a speed limit of 5 MPH.
- H. Vehicles are left in the parking area at the owner's risk. PDR is not responsible for the vehicle or of its contents, like radios, telephones, personal equipment, etc.

**VI. WORKING HOURS.**

- A. Every Contractor is subject to operating hours established by PDR, Security and Area Supervisor. Working hours begin at 8:00 a.m. and will end at 5:00 p.m., from Monday to Sunday.
- B. Contractors working after closing operation hours will be asked to leave the area immediately. Multiple violations may result in a fine or revocation of benefits.
- C. Contractors must ask the Security Office for a pass to stay in the facilities working beyond the established hours of operation. Granting a requested pass is discretionary.

**VII. EQUIPMENT AND TRANSPORTATION.**

- A. All contractors must ensure their own transportation from the parking space to their authorized work area.
- B. The use of hand trucks, or other PDR equipment designated for the exclusive use of customers, is prohibited. Contractors are only allowed to use the hand carts identified as contractor's carts. Any contractor using a hand truck for exclusive customer use will be fined \$25.00 per incident.
- C. All equipment used by the contractor must be in good condition, according to the standard of manufacturing operations, OSHA and any other government agencies.

- D. Contractors are not authorized to leave their belongings in the Marina unless they have a current storage contract with the Marina's Administration. If equipment is stored without a proper contract, PDR reserves the right to charge \$75.00 per day for storage services. If payment is not met, PDR reserves the right to retain stored materials as payment.

#### **VIII. GOLF CARTS.**

- A. The Use of Golf carts is only authorized if the owner of the cart has a contract with PDR and the vehicle is registered in the Security Office; golf cart use is subjected to the "Golf cart Rules and Regulations".
- B. Unauthorized Golf carts will be towed at owner's risk and cost without prior notice; a charge of \$75 per day will be applied for cart storage.

#### **IX. LIABILITY AND INDEMNITY.**

- A. Subject to the waiver of subrogation in paragraph 2 below, contractor hereby agrees to indemnify, protect, defend and hold harmless Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective parents, affiliates and subsidiaries, and the directors, officers, owners, shareholders, agents, employees and representatives of each of the foregoing (collectively, the "PDR Parties") for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees costs of investigation, remediation and cleanup costs), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (i) any activity, work or other things done, permitted or suffered by contractor or contractor's officers, directors, employees, agents, representatives, licensees, invitees, customers, assignees or subcontractors (collectively, "Contractor Parties") in or about the Marina, (ii) any breach or default in the performance of any of contractor's obligations under these Contractor Regulations, (iii) any act, omission, negligence or willful misconduct of a Contractor Party, (iv) any release of or damage caused by Hazardous Materials (defined below), or (v) any damage to a Contractor Party's property; **EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY PDR PARTY, BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH PDR PARTY.** The foregoing indemnities shall survive termination or expiration of these Contractor Regulations.
- B. Contractor hereby waives any and all rights of recovery against the PDR Parties based upon the negligence of PDR or its agents or employees for real or personal property loss or damage occurring at the Marina or any personal property located on the Marina premises from perils which are paid or reimbursed by an insurer of Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective parents, affiliates or subsidiaries or contractor (or which would have been paid had the insurance required to be maintained hereunder been in full force and effect).
- C. Contractor agrees that PDR shall have absolutely no obligation to pay for any portion of the work performed by contractor, unless otherwise expressly provided in a written agreement between contractor and PDR, and waives any right to file a lien against the Marina on account of the any such work. Contractor further agrees that the PDR Parties shall not be liable to contractor or to any party claiming by, through or under contractor for (and contractor hereby releases PDR Parties from any claim or responsibility for) any damage to or destruction, loss, or loss of use, or theft of any property of any Contractor Party located in or about the Marina, caused by casualty, theft, fire, third parties or any other matter or cause, regardless of whether the negligence of any party caused, or is alleged to have caused, such loss in whole or in part. Contractor acknowledges that PDR shall not carry insurance on, and shall not be responsible for damage to, any property of the Contractor Parties located in or about the Marina.
- D. Contractor shall not use, generate, or store, or permit the use, generation, or storage of Hazardous Materials on or about the Marina except in a manner and quantity necessary for the ordinary performance

of the contractor's work, and then only in compliance with all applicable laws. Contractor shall not dispose or permit the disposal of Hazardous Materials on the Marina premises except in compliance with all applicable laws and with PDR's prior, written consent, and contractor shall remove all Hazardous Materials at the conclusion of the work. If contractor breaches its obligations under this paragraph, PDR may immediately take at contractor's expense any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from contractor's use, generation, storage or disposal of Hazardous Materials. The term "Hazardous Materials" means any substance (including but not limited to bilge, tankage), material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any applicable laws relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on any Marina.

**X. MISCELLANEOUS.**

- A. These Contractor Regulations (i) shall not be construed to create a partnership or joint venture between PDR and contractor; (ii) supersede all prior oral or written communications and agreements between or among the parties with respect to the subject matter hereof, (iii) may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute a single instrument and may be delivered by facsimile transmission or electronic mail and (iv) may not be modified or amended except by written instrument signed by the parties. PDR shall be entitled to seek reasonable attorney's fees in any legal action involving contractor in which PDR is the substantially prevailing party. If any of the provisions contained in these Contractor Regulations is unenforceable in any respect, the remainder of these Contractor Regulations remains enforceable and, in lieu of the unenforceable provision, where equitable, there will be added to these Contractor Regulations a provision as similar in terms to the unenforceable clause as may be possible and be enforceable.
- B. If contractor is a legal entity, the individual executing these Contractor Regulations on behalf of contractor represents and warrants that (i) contractor is a duly authorized and existing entity under applicable laws, (ii) contractor has and is qualified to do business in Puerto Rico, (iii) the entity has full right and authority to enter into these Contractor Regulations, (iv) the person signing on behalf of contractor is duly authorized to do so and (v) the person signing these Contractor Regulations has read and understands the same and all attachments.

**Acknowledgement of Receipt of Contractor Regulations**

I acknowledge receipt of the Contractor Regulations of Puerto Del Rey and I understand that it is my responsibility to read and comply with the rules contained therein, including acceptance and timely payment of any fine imposed by PDR. The Contractor Regulations does not constitute a contract between PDR and the contractor. I understand that any of the rules may be amended at any time.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Business/Entity Name*

\_\_\_\_\_  
*Date*