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Contractor Regulations

Marina Puerto del Rey ("Marina" or "MPDR") is a private Marina. MPDR recognizes that many of its clients rely on the services provided by contractors to keep their boats in suitable conditions or come to MPDR, 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 client's vessels, we have developed the following regulations which apply to all contractor who wish to provide their services in MPDR. These regulations are based on and compliments the Vessel Space License Agreement ("VSLA"), contract signed by each MPDR customer, and the Harbor Rules and Regulations ("HR") that apply to anyone who enters the facilities of MPDR. MPDR reserves its right to refuse entry and permanence to its facilities, and we remind you that the opportunity to work within the MPDR's facilities is a privilege and not a right.

I. Definitions

1. **Marina or MPDR:** Marina Puerto Del Rey, PDR Marina Operations, LLC, PDR Acquisitions, LLC and/or any other legal name of Marina, it includes all area within the Marina Puerto Del Rey whether in water, land or buildings.
2. **Dry-Stack:** Warehouse and boat washing area where vessels are stored in *racks* and in the peninsula area.
3. **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.
4. **10 acres:** Vessels' land storage. This area does not have maintenance workshops and/or repairs and has no water and power facilities.
5. **Internal Contractor:** Entity or individual who has their offices and workshop in MPDR. The contractor has a lease agreement with MPDR that allows him to perform certain services inside the Marina.
6. **External Contractor:** Entity or individual who has a contractual agreement of service with MPDR's clients or with MPDR. This individual or entity visits the Marina often and usually has an indefinite contract with one or more clients of MPDR or MPDR but is not a tenant of MPDR. The contract can be temporary or indefinite and may be revoked at any time.
7. **Contractor:** All external, internal, and temporary external contractors. The term applies to owners, employees, subcontractor etc.
8. **Contractual Agreement:** Contract to provide a service and/or product.
9. **ID:** Identification carnet provided by MPDR's Security Office.

10. **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.
11. **Client:** Individual or company with a valid VSLA with MPDR.
12. **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 MPDR. Current version is available at www.puertodelrey.com.
13. **Harbor Rules and Regulations / ("HR"):** Governing Document of the Marina. This manual applies to any individual or entity that enters the facilities of MPDR. They can be modified by MPDR at any time. Current versions can be found on www.puertodelrey.com and in the Customer Service Office.
14. **Vessel Crew:** Individuals who works as a captain (attendant), "Mate", or crewmember, exclusively for a single vessel. Said individual must have a captain's license, to act as such, to have in writing the authorization of access by the owner and 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 Regulations**

The following rules are of strict compliance. Not complying with the specified rules or instructions given by the MPDR administration, could entail expulsion of the contractor and his employees from MPDR 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. MPDR reserves entry and permanence rights at all times.

A. **Membership**

Any Contractor who wants to carry out service jobs in MPDR must pay a membership, 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.

External Contractor	Daily	Annual
Vessel Crew	\$5.00	\$35.00 + IVU
Individual	\$5.00	\$75.00 + IVU
Company	\$20.00	\$75.00 + IVU (per employee)
Benefit		
Pass	X	X
ID Card		X
Parking Sticker		X
Use of E-Pass Lane		X

B. **Documentation Requirements & ID**

MPDR'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), MPDR’s Security Office will issue an ID that will grant access to the different facilities in MPDR. 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 a new ID must be applied for and payment for the costs associated with the renovation will be due.

1. Proof of Insurance with “Commercial General Liability” as specified.
 - 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:

• Boat wash & shine	\$100,000
• Golf carts	\$200,000
• Upholstery	\$300,000
• Installing Decals	\$300,000
• Mechanics	\$500,000
• Refrigeration	\$500,000
• Fumigation	\$500,000
• Plumbing	\$500,000
• Boat Maintenance	\$500,000
• Internal Companies	\$1 million
• Specialized Fluids Treatment	\$1 million
• Heavy equipment Transportation/such as cranes	\$1 million
• Rigging Work	\$1 million

- b. MPDR must be included as an additional insured, “Hold Harmless”, along with the cancellation notice (30 Days); and
 - c. The policy must include cover of “*Products and Completed Operations*”.

2. Listing of all employees authorized by the company to provide services within MPDR.
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. Marina administration will exercise its discretion in deciding whether to allow the contractor in the premises. MPDR will not allow on its 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 identification 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 \$10.00 dollars with the surrendering of the previous seal. If the previous seal is not presented, a replacement fee of \$75.00 dollars will be imposed.
5. All contractors must have a balance of zero at time of renewal.
6. 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.

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 customerservice@puertodelrey.com or to security@puertodelrey.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. Marina 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 dollars to the contractor.
4. The Marina 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 facilities of MPDR all contractors and their employees must meet the following rules:

1. All contractors must have their MPDR ID, visible at all times.
2. All contractors working on the facilities of MPDR are subject to comply with the SWPPP of MPDR. This document is available on the Marina's website at 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 dollars

and the possible revocation of their privileges to work within the facilities of MPDR. Any fine imposed by a government agency as a result, will be passed to contractor in addition to a 10% fee.

3. All contractors will abide by every law, regulation or public ordinance approved by state, municipal or federal agencies including The U.S. Coast Guard ("USCG"), Customs and Border Patrol ("CBP"), the EPA, OSHA and the DRNA, etc.
4. All contractors doing regulated work in MPDR must be certified by the appropriate agencies/entities both public and private.
Example: Electrician and Mechanic.
5. Diving operation contractors must comply with all federal and state regulations governing this type of operation.
6. Every contractor that provides services within MPDR, must provide cordial, professional and quality service. The Marina reserves the right to revoke access to a contractor in the event that repeated customers complaints are received about the quality of service provided.
7. 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.
8. Operations with fuel must be coordinated with the Security Office before the work commences. The transport of fluids and hazardous materials within MPDR will not be authorized unless the substance(s) are carried in suitable containers.
9. All welding work must be notified to the Security Department; a "hot work permit" must be acquired. 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 permission is not granted from the security office, and contractor is found working without permission, the contractor will be exposed to fines from \$250.00 onwards.
10. Every internal and external contractor must attend an annual orientation provided by MPDR on the various applicable regulations such as the SWPPP, HR and these Contractor Regulations.
11. MPDR is not responsible for theft and/or robberies suffered by the contractors or their vehicles while in our facilities.
12. Every person must always have shirt, pants and shoes on.
13. MPDR reserves the right to inspect the contractor or their vehicle if necessary.
14. MPDR reserves the right of entry and permanence at all times.
15. 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 with 24 hours in advance.
 - b. The vessel must have a valid contract with the Marina; 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.
16. 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.
 17. Dry-Stack movements are scheduled by shift and on occasions by order of arrival. Vessel owners are prioritized for such transfers Friday-Sunday.
 18. Working Hours will be established 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.
 19. 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.
 20. Only pure oil is allowed in the oil recycling area. Deposit of contaminated oil with other contaminants or with water won't be allowed. The violation of this clause will carry a fine starting at \$150.00 dollars.
 21. 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 dollars per container.
 22. External contractors cannot leave their work tools or ladders in the Marina's premises without management's previous authorization.
 23. All tools and equipment must be in good working condition and power tools must have the power cord and electrical extensions in good condition.
 24. MPDR, 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.
 25. When a contractor asks for a boat to be put on a cradle the boat must always be tended to. Unattended boats will be stored immediately unless prior notice is provided to Dry-Stack Manager.
 26. 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 dollars.
 27. Smoking will only be allowed in designated areas by the Marina. Smoking is not allowed in the Dry-Stack area or in the Marina offices.
 28. Under no circumstances will the use of spray paint will be allowed on the docks or on the Dry-Stack area.

29. The contractor must have an authorization from the owner of the boat and a pass or ID issued by the Marina to access the area.
30. Dry-Stack and Boatyard are areas of industrial activity; the contractor must always drive carefully at a speed of 5 MPH.
31. 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.
32. Music volume must always be kept low.
33. 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.
34. 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.
35. Contractors must identify themselves when entering Boatyard and Dry-Stack; they must show their ID and access pass.

IV. E-pass Lane and Parking Permit:

1. 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).
2. Annual membership and proper documentation must be up to date in order to access e-pass lane.
3. Parking permit will identify contractors and ensure a designated parking area to be determined by the Administration.
4. 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.
5. 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:

1. All contractors, internal and external and their employees should park in the designated area.
2. All contractors will be allowed to park the vehicle in which they attended the facilities.
3. Vehicles are not allowed to stay in the Marina overnight.

4. 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 MPDR.
5. All vehicles without a valid parking seal will be fined \$10.00 dollars per day.
6. Any vehicle remaining in MPDR facilities without a written agreement of storage for more than fifteen (15) days will incur a charge of \$75.00 dollars 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.
7. All vehicles at the Marina must observe a speed limit of 5 MPH.
8. Vehicles are left in the parking area at the owner's risk. The Marina is not responsible for the vehicle or of its contents, like radios, telephones, personal equipment, etc.

VI. Working Hours:

1. Every Contractor is subject to operating hours established by MPDR, Security and Area Supervisor. Working hours begin at 8:00 a.m. and will end at 5:00 p.m., from Monday to Sunday.
2. 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.
3. 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:

1. All contractors must ensure their own transportation from the parking space to their authorized work area.
2. The use of hand trucks is prohibited, or other MPDR equipment designated for the exclusive use of customers. 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.
3. All equipment used by the contractor must be in good condition, according to the standard of manufacturing operations, OSHA and any other government agencies.
4. Contractors are not authorized to leave their belongings in the Marina unless they have a current storage contract with the MPDR's Administration. If equipment is stored without a proper contract, Marina reserves the right to charge \$75.00 dollars per day for storage services. If payment is not met, Marina reserves the right to retain stored materials as payment.

VIII. Golf carts:

1. The Use of Golf carts is only authorized if the owner of the cart has a contract with the Marina and the vehicle is registered in the Security Office; golf cart use is subjected to the *"Golf cart Rules and Regulations"*.
2. 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.

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 the Marina. The Regulations does not constitute a contract between MPDR and the contractors. I understand that any of the rules may be amended at any time.

Company

Authorized Representative

Date