



KO OLINA BOAT RAMP AND PARKING AGREEMENT

I. Decal and Other Terms

Ko Olina Resort and Marina (“Marina”) is equipped with a boat ramp and 30 designated parking stalls for vehicles and trailers. The Marina is privately owned by Ko Olina Ocean Marina, LLC (“KOM”), Ko Olina 300, LLC (“KO300”), and KORE 38 LLC (“KORE”). The boat ramp and 30 designated parking stalls are administered by the Ko Olina Community Association, Inc. (“KOCA”) and made available to the public for non-commercial use. The following procedures must be followed by any boater who wishes to use the boat ramp and/or the designated parking stalls:

- A. Each boater (hereafter “Owner”) must obtain a decal from KOCA on an annual basis. Each Owner will be issued one (1) decal. One decal must be visible on the boat’s bow. The decal will be issued by KOCA only after presentation of the following documents and verification of compliance with the following requirements:
 - 1. Owner Information Form and a signed copy of this Agreement.
 - 2. Copy of current registration for vehicle, boat, and boat trailer, vehicle safety inspection, valid driver’s license, and a valid no-fault or liability insurance identification card.
 - 3. Certificate of completion from a National Association of State Boating Law Administrators (NASBLA) approved course on the safe use and operation of a power driven boat as required by Hawaii Administrative Rules 13-244-15.5.
 - 4. Compliance with all state regulations.
 - 5. Marine VHF transceiver with Channel 71.
 - 6. Motor or engine in good operating condition.
 - 7. Certificates of insurance as provided in Paragraph 3 below.
 - 8. The total length of vehicle and trailer shall not exceed 50 feet.

Replacement decals may be obtained for a fee.

- B. Owner agrees to pay the following fees, as applicable:

- 1. The daily launch fee of \$15 and daily parking fee of \$10 shall apply to the calendar day on which such fees are paid and shall be valid from 12:00 A.M. through 11:59 P.M. on that calendar day. Fees are not transferable to or valid for any subsequent calendar day.

- C. Owner agrees to the following:

- 1. Owner agrees to procure at Owner’s sole cost and expense and keep in force at all times during the entire term of this Agreement, the following minimum insurance coverages:
 - a. Automobile Liability – The Owner will maintain an Auto Liability policy covering liability arising out of any auto and/or trailer of the Owner. Such insurance will have minimum limits of \$100,000 Each Person/\$300,000 Each Accident for Bodily Injury and \$50,000 Each Accident for Property Damage.

- b. Watercraft Liability – The Owner will maintain a Watercraft Liability policy covering liability arising out of any watercraft of the Owner. Coverage can be carried under the Owner’s Personal Liability policy for watercraft. Such insurance will have minimum limits of insurance of \$500,000 for Each Occurrence for Bodily Injury and Property Damage. In addition, this insurance must maintain coverage for salvage costs associated with grounding & sinking, damage to docks, pollution contamination, and wreck removal.

Owner must furnish KOCA with a certificate of insurance completed by a duly authorized representative of Owner’s insurer certifying that such policy is in force and at least the minimum coverages required herein are in effect and that coverages will not be cancelled, non-renewed, or materially changed without 30 days advance notice to KOCA. The certificate of insurance must be provided before a decal will be issued. KOCA may require additional certificates of insurance from time to time to ensure that said policies remain in full force and effect. All insurance will be provided through companies authorized to do business in the State of Hawaii. All coverages required of the Owner will be primary over any insurance program carried by KOCA. If commercially available, Owner will include KOCA, KOM, KO300, KORE, and Ko Olina Development, LLC., as Additional Insureds under all required insurance policies.

2. Owner, makes the following agreements for Owner and, as applicable, for Owner’s heirs, devisees, executors, administrators, representative, personal representatives, legal representatives, agents, successors, spouse, children, parents, Boards of Directors, directors, officers, employees, attorneys, members, insurers, assigns, and anyone else claiming by, through, or under Owner (collectively, “Persons Acting Through Owner”) which agreements shall survive the expiration or termination of this Agreement:
 - a. In consideration of the agreement of KOCA to permit Owner to use the Marina, Owner, for Owner’s self and all Persons Acting Through Owner, hereby releases and forever discharges KOCA, KOM, KO300, KORE, and Ko Olina Development, LLC, and their respective Boards of Directors, directors, officers, employees, representatives, agents, attorneys, members, insurers, successors, and assigns of and from any and all disputes, claims demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys’ fees, injuries, losses and damages whatsoever arising out of or related to, in any manner whatsoever, this Agreement, any acts taken pursuant to this Agreement, any acts of Owner or persons acting by, through, or under Owner, Owner’s use of the boat ramp and/or the Kalaeloa Harbor entrance channel, and/or Owner’s access to the Kalaeloa Harbor entrance channel.
 - b. Owner, for Owner’s self and all Persons Acting Through Owner, hereby agrees to indemnify, defend, and hold harmless KOCA, KOM, KO300, KORE, and Ko Olina Development, LLC and their respective Boards of Directors, directors, officers, employees, representatives, agents, attorneys, members, insurers, successors, and assigns from and against any and all disputes, claims demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys’ fees, injuries, losses and damages whatsoever arising out of or related to, in any manner whatsoever, this Agreement, any acts taken pursuant to this Agreement, any acts of Owner or persons acting by, through, or under Owner, Owner’s use of the boat ramp and/or the Kalaeloa Harbor entrance channel and/or Owner’s access to the Kalaeloa Harbor entrance channel.

- D. Without limitation to the indemnity and waiver of liability provided above, Owner, for Owner's self and All Persons Acting Through Owner, agrees to indemnify, defend and hold harmless KOCA, KOM, KO300, KORE, and Ko Olina Development, LLC. and their respective Boards of Directors, directors, officers, employees, representatives, agents, attorneys, members, insurers, successors, and assigns from and against any and all disputes, claims, demands, actions, causes of action, claims for relief, liabilities, cost, expenses, fees, attorneys' fees, injuries, losses and damages whatsoever, (1) arising out of any boating accidents in the Marina or within the Kalaeloa Harbor entrance channel caused by any act or omission on the part of the Owner or any person acting by, through, or under Owner; (2) caused by any failure on the part of the Owner to maintain Owner's boat or any of Owner's equipment in safe condition; and/or (3) caused by any failure of Owner or any person acting by, through, or under Owner to comply with any of the terms, covenants and conditions herein or any applicable rules, regulations, ordinances and laws of the federal, state and/or city and county governments. This paragraph I.D. shall survive the expiration or termination of this Agreement.
- E. Owner acknowledges and agrees that use of the boat ramp and designated parking stalls is conditional upon having a current decal visible on boat at all times. KOCA reserves the right to revoke or cancel any decal without notice in the event that Owner violates this Agreement, any of the conditions for use of the boat ramp or designated parking stalls, or any of the applicable rules or regulations imposed by KOCA, the Marina or any governmental authority. Vehicles, boats and trailers that lack a visible current decal are subject to removal at the Owner's sole cost and expense.
- F. Use of the 30 designated parking stalls in the Marina is subject to having a current decal. Any vehicle or trailer in a designated parking stall not currently registered with the Ko Olina Community Association is subject to tow at the Owner's sole cost and expense.
- G. This Agreement and the decal issued pursuant to this Agreement are nontransferable and non-renewable and will expire one year from the date of this Agreement, unless this Agreement is sooner terminated. Notwithstanding any other provision herein, KOCA reserves the right to terminate this Agreement at any time prior to the expiration of the one year term, at its discretion.
- H. KOCA is not responsible for any damage to or loss of any vehicles, trailers, or boats while using the boat ramp or the designated parking stalls or for damage to or loss of any personal property from vehicles, trailers, or boats while using these areas.
- I. The use of the designated parking stalls is on a "first come, first served" basis and KOCA cannot and does not guarantee availability of the designated parking stalls or any of them.
- J. Notwithstanding any other provision herein, KOCA reserves the right to close and/or change the hours of operation of the boat ramp and/or parking area from time to time as needed for repairs, events, and conflicts and concerns that may arise with private operations in the Marina, and/or other reasons determined appropriate by KOCA, acting by and through its Board.

II. Rules/Regulations

A. General

1. The boat ramp and designated parking stalls will generally be open from sunrise to sunset; provided, however, as set forth in Article I, Paragraph J above, KOCA reserves the right to close and/or change the hours of operation of the boat ramp and/or parking area from time to time as needed for repairs, events, and conflicts and concerns that may arise with private operations in the Marina, and/or other reasons determined appropriate by KOCA, acting by and through its Board.
2. Vehicles with trailered boats must enter/exit the Ko Olina Resort front gate via the right lane. Vehicles with trailered boats are restricted to the route on the attached access and location map. KOCA reserves the right to alter access route to the boat ramp in the future.
3. Transient dockage at the Marina may be available for overnights or late returnees at the posted rates.
4. No thrillcraft as defined by Section 200-23, Hawai'i Revised Statutes, including but not limited to jet skis, are permitted to be launched at the boat ramp or used within the Marina unless authorized by KOM.
5. Wash down area may be used for exterior boat and trailer rinsing only. Limit: 15 minutes per boat/ trailer. No vehicle washing.
6. Draining on resort roads is strictly prohibited.
7. Boat ramp parking is to be used for registered boat ramp users only; it is not general parking for Marina users.
8. Trailer-only and vehicle-only parking in 40' and 50' stalls prohibited. Trailers must be hitched to a vehicle in the parking stall.
9. Owner agrees to comply with all the rules and regulations established by KOCA or the Marina.
10. The use of personal floatation devices shall at all times be required within the Marina as required by all applicable state and federal laws.
11. The use of any dock within the Marina except those appurtenant to the boat ramp is prohibited.
12. The consumption of alcohol and the use of any illegal substance at the Ko Olina boat ramp and parking facility are strictly prohibited. The consumption of alcohol and the use of any illegal substance in the boat while at the Ko Olina Marina are likewise prohibited.
13. Any suspicious behavior must be reported to the Aloha Team at (808) 676-6547.
14. The Ko Olina Marina Harbor Master can be reached at (808) 679-1050.
15. For additional rules see the Information and Rules for Use of the Ko Olina Boat Ramp and Parking ("Rules") which are attached hereto and made a part hereof. To the extent of any conflict between the terms of this Agreement and the attached Rules, the terms of this Agreement shall govern and control.

B. Operation of Boats

The Marina leases an access easement over the deep draft entrance channel for Kalaeloa Harbor from the State of Hawaii. Thus, the following procedures, rules, and regulations must be observed by all boats operating in the entrance channel.

1. All boats must obtain clearance from the Ko Olina Harbor Master on VHF Channel 71.
2. Boats are not permitted to tie up to any pier or to cruise or anchor within Kalaeloa Harbor basin without prior permission from the Honolulu Harbor Master's Office or the Aloha Tower Marine Traffic Controller. Anchoring in the Marina is prohibited at all times except in the event of an emergency.
3. Boat traffic entering and departing the Marina must yield to commercial shipping traffic in the entrance channel.
4. Sailboats and other boats must be under auxiliary power while transiting the entrance channel. Sailboats must have their sails lowered while in the entrance channel.
5. The Rules of the Road, Hawaii Administrative Rules Title 13, Subtitle 11, Chapter 244 shall be applicable to the use of all boats transiting the entrance channel and while in the Marina.
6. Boat traffic entering and departing the Marina must follow visual warning and traffic control signals, as well as directions and commands from the chase boat provided by the Marina.
7. The State of Hawaii retains the right to maintain Kalaeloa Harbor and may, at any time, restrict access to the entrance channel. Owner acknowledges that in such event, KOCA may restrict use of the boat ramp.

C. Marina Use & Activities

1. Owner shall comply with all applicable rules, regulations, and instructions of the United States Coast Guard, all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency regarding a boat or berthing in a Marina, and all rules and regulations regarding the Ko Olina Resort, including, but not limited to, all rules and regulations regarding the lagoons, roads, common areas and other facilities and amenities within the Ko Olina Resort.
2. In accordance with all fire codes and regulations, all connections made to a Marina electric receptacle shall be the U.L. approved, weatherproof, three wire grounded type. No other type will be permitted. No connections may be made without proper authorization. Wiring must be sufficient amperage as required by the National Electrical Code. Undersized cords will be disconnected by KOM personnel. Cords may not be affixed or secured to docks, nor allowed to cross main walkways. Use of grills, open fires, welding equipment, and burning torches are not permitted anywhere in the Marina or aboard boats in the Marina.
3. Children under twelve (12) years of age are not permitted on the docks at any time without a parent or other responsible adult. Non-swimmers or toddlers must wear life jackets when on the docks or boat decks.
4. Fishing or swimming is prohibited within the Marina. Cleaning or disposing of fish and fish entrails in the ocean, boat ramp area, on the docks, or surrounding areas is

strictly prohibited. Fish and fish entrails are not to be placed in the garbage dumpsters.

5. Animals, other than service animals¹ accompanying persons with disabilities as defined by the Americans With Disabilities Act, are not allowed on the Marina property or any property adjoining the Marina without the express written permission of KOM. Owners are responsible for the cleanup of any mess created by their animals.
6. Unauthorized advertising signs such as for sale, lease or charter signs shall not be displayed at the boat ramp or parking area.
7. Any boat using the boat ramp and parking area is to be used solely for pleasure and shall not be used for any commercial undertaking without the express written authorization of KOM.
8. Water, electrical cords, or mooring lines shall not be placed across the walkways. Boat Ramp and parking area shall be kept clean from grease, oil, polish or any other staining material. Owner shall be responsible for all clean-up costs.
9. No Owner will be permitted to cruise up and down the waterways. The use of any slip at any time without KOM's authorization is prohibited.

¹ Dogs or miniature horses that are individually trained to do work or perform tasks for the benefit of the handicapped or disabled person or to provide the major life activities limited by the person's disability. Providing emotional support does not constitute work or tasks.

D. Repairs and Maintenance

1. Paint remover, burning of paint, sanders or spray guns shall not be used on topsides or above decks. Except for emergency repairs, no boat maintenance, repair, construction, painting, or overhaul whatsoever of any kind shall be allowed at any time in the Marina or in the boat ramp or parking area.
2. Waste oil is not to be placed in the garbage dumpsters, or spilled in the Marina waterways.

E. Noise Control

1. Unnecessary noise other than normal engine operation is prohibited including, but not limited to, outdoor electronically-amplified speakers, bullhorns, or similar noise-generating devices unless such devices, if any, are required for prudent Marina operation.

F. Navigation and Safety

1. Navigation within the Marina is subject to direction by the Ko Olina Harbor Master.
2. The buoyed navigational route must be followed when leaving and entering the Marina. The speed limit within the Marina and in the area between the Marina and buoys is wakeless speed.
3. No boat shall be operated in any manner that unnecessarily interferes with any other boat's free and proper navigation within the Marina.

4. Auxiliary motors on sailboats must be used within the Marina. Sailing or any other unmotorized modes of travel within the Marina is prohibited.
5. KOM reserves the right to board any boat in the event of any unsafe condition causing a prospective hazard to the Marina or surrounding boats.
6. If Owner's boat sinks or becomes inoperative within the Marina, Owner must immediately take action to remove the boat. If Owner fails to take immediate action, KOM may do so and in that event, Owner shall pay all costs and expenses incurred in such removal.
7. Owner should notify KOCA of any unsafe or hazardous condition that comes to Owner's attention. Disorderly conduct by any Owner or Owner's visitors that might cause a nuisance, harm to persons, damage to property, or harm to the reputation of KOCA or KOM is prohibited.

G. Waste and Hazardous Material Control

1. Owner shall not throw, discharge, or deposit from any boat any refuse, oil, or inflammable liquid ("waste materials") or any substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. para 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. para 1257, et seq., the Clean Air Act, 42 U.S.C. para 2001, et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. para 9601, et seq. in the water or on the boat ramp and parking area. Boats with automatic bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water. All waste and hazardous materials shall be deposited appropriately. Owner shall not empty any sanitation device in any toilet or lavatory facility at Ko Olina Resort.
2. Owner shall be responsible for any oil, paint or other materials spilled, dripped or otherwise applied to the boat ramp and parking area. Should it become necessary for Owner to clean the area, it will be done at Owner's expense.
3. Owner shall immediately notify KOCA of any oil, gasoline, or other discharge or spill.

H. Remedies for Violation of Agreement

In the event of any violation or breach of this Agreement, including any violation or breach which threatens persons or property, the General Manager of KOCA shall have the authority in his sole discretion to immediately terminate this Agreement and revoke any decals. In addition, KOCA shall have available all other legal and equitable remedies to enforce this Agreement including a suit for injunctive relief and/or damages for all costs and expenses incurred in enforcement.

OWNER

This Agreement is dated this _____ day of _____, 20____

SIGNATURE

PRINTED NAME