

**Internal regulations for the operation and use of the docks owned by EOLMARE MARINA RESORT, managed by NAUTIC CENTER S.R.L. TITLE I GENERAL RULES**

**Article 1**

The subject of this regulation is the administration of the EOLMARE MARINA Company RESORT managed by NAUTIC CENTER S.R.L.

The respect of this internal regulation of the harbour in Porto Pignataro, is written by EOLMARE MARINA RESORT managed by NAUTIC CENTER S.R.L., it is obligatory for all those who enjoy in any way the infrastructure and the harbour services

**Article 2**

Everyone is subject to respect the rules contained in the Navigation Code.

**Article 3**

The company reserves itself the right to update, integrate and modify this regulation for better purposes, to ensure the safety and efficiency of the docks, any changes must be submitted and approved by the Maritime Authority.

**Article 4**

The application and observance of this regulation, and also of all other laws and regulations, and administrative provisions, are ensured and controlled by the management and by the staff. In order to ensure the compliance with this regulation, the personnel can give appropriate provisions which anyone that is located within the docks must comply with.

**Article 5**

The infractions identified and contested by the personnel referred in the previous art. 4 will be communicated immediately to the management, who - in case of violation of the law - will promptly report it to the qualified Authority. Without any prejudice to the measures that may be adopted by the competent authority regarding of the infraction identified, the Company may adopt details at the expense of the customers, including the removal of both the boat and those responsible for the infractions, even if they are customers in transit or only occasional visitors to the docks or users of the moorings.

**Article 6**

The Company takes care to advertise the behavioural regulations, through posting a copy of this regulation on the management premises and through any other form of advertising considered appropriate. Customers and visitors to the docks are required to comply with the regulations behaviour established, already by accessing the harbour area, it is expected that the regulations have been accepted.

**TITLE II**  
**MOORINGS, MARITIME TRAFFIC**  
**AND RULES OF CONDUCT**

Article 7

Access to the docks is reserved:

- To the owners, crews and passengers of the moored units;
- To the employees or trustees of EOLMARE MARINA RESORT;
- To technicians authorized by the management of the docks;

The places for the boat are marked with a number; each customer is required to report, immediately, any variation and can only use the place reserved for him, with an absolute prohibition on mooring elsewhere.

The units cannot have dimensions, both in width and length, greater than those indicated in the reservation request. These dimensions refer to the actual dimensions of the boat (including bridges, pulpit, outboard engine and any other projection). If the customer does not declare the exact dimensions of the boat or tries to dock a boat larger than foreseen for its mooring, compromising the safety of the harbour, EOLMARE MARINA RESORT reserves the right to order the immediate removal of the unit. The EOLMARE MARINA RESORT, due to its own needs, reserves the right to revoke any type of mooring assignment; the customer, if the case occurs, is obliged to immediately remove the mooring; in case the customer does not fulfil the above provisions, EOLMARE MARINA RESORT will carry out the clearing with its own means and if necessary also transport the boat outside the harbour area, at the customers expense.

Only one boat can be docked at each place.

#### Article 8

The units of customers in transit which have not previously agreed with EOLMARE MARINA RESORT the assignment of a dock on the basis of the current tariffs, must stop at the outer harbour, until they have received the seat assignment - if available - and other necessary instructions and regulations. The duration of mooring must be indicated in the registration form to be completed at the moment of arrival.

#### Article 9

All manoeuvres carried out within the tourist harbour must be carried out in full compliance with the regulations given by EOLMARE MARINA RESORT, which may arrange the movement and the mooring movements considered necessary in the event of an emergency.

#### Article 10

It is forbidden for all units to bottom the anchors. They must only use the mooring and are responsible for any damage caused to them. Each customer is responsible for the safety of its unit, with regard to the way in which it has been moored. Customers are obliged to protect their unit with adequate and sufficient fenders. Mooring must be carried out with ropes and unsinkable cables of adequate diameter and in excellent condition. On the sides must be placed efficient fenders, appropriate to the size of the unit, to avoid damage to its own and to other units.

#### Article 11

In the water of the harbour and the entrance it is prohibited to bath, to fish with any equipment, including diving. It is also forbidden to dive, near the units, to make visits, interventions and repairs.

#### Article 12

It is forbidden to clutter with tools on board (gangways, lifesaver, and, in any case, with any kind of objects) the docks. Pets are allowed for the time necessary to embark and disembark as long as they are kept on a leash. In any case, all precautions must be taken to prevent the presence of animals, which may cause harassment or inconvenience to the other customers.

#### Article 13

If the supervisory staff finds that a boat is in a state of abandonment or in danger of deterioration, or risk of sinking or causing damage to surrounding boats and equipment, they will immediately notify the owner. If this is not done within the established deadlines, the boat will have expenses at the risk of the owner.

#### Article 14

All boats using the docks must be insured for civil responsibilities and risks against fire. The customers are responsible for any damages, direct or indirect, that may arise to others, exempting the Company from any responsibility.

#### Article 15

The company is not responsible for any robbery that may occur within the docks, or on board the boats. Similarly, they are not responsible for robberies of the boats or parts, and for any damage to people and things that are within the docks. The owner excludes the responsibility of EOLMARE MARINA RESORT for damage caused by others or other boats, including depositors, or to their own boat and to people transported. The owner also undertakes to answer for themselves and to exempt the EOLMARE MARINA RESORT in all cases of damage caused by other boats and/ or people during manoeuvres carried out with his own boat. The owner exempts the EOLMARE MARINA RESORT from any responsibility for the total or partial robbery of the boat, for the robbery or loss of objects, accessories present on the boat as well as for fire. In adverse marine weather conditions or at the unquestionable judgement of the employees, the boat owner is obliged to remove the moored boat.

#### Article 16

The Management will consider the customer's request valid only with advance payment of a deposit amount within five days; the balance of the amount due must, without exception be paid on the day of the actual occupation of the place of the boat. Cancellation of the reservation will result in the loss of the deposit paid in the percentage of 50% within 30 days before the booking date, cancellations of reservations not made within the thirty (30) days before the date of the reservation will result in the total loss of the deposit paid.