



## REGULATION FOR THE OPERATION AND USE OF THE MOORINGS, PROPERTY OF BLU FENIX SRL

### Article 1

The Compliance with the following regulations within the Marina del Gabbiano Stromboli (ME) drawn up by Blu Fenix S.r.l. it is mandatory for all those who enjoy, for any reason, the infrastructure and services provided by it.

### Article 2

All are subject to compliance with the rules contained in the Navigation Code.

### Article 3

The Company reserves the right to update, integrate, modify these Regulations in order to better ensure the safety and efficiency of the moorings. Any modification is subject to the approval of the Maritime Authority.

### Article 4

The application and compliance with these Regulations and also with all the other legal and administrative provisions, are ensured and controlled by the Company's management and its staff. In order to ensure compliance with these Regulations, said staff will be able to make appropriate measures that anyone, within the buoy range or ground structure, must observe.

### Article 5

The infringements detected and disputed by the personnel referred in the previous art. 4, will be immediately communicated to the Company, which, in the event of violation of the law, will make the appropriate reports to the competent Authority. Without prejudice to the measures that the competent Authority may adopt in relation to the detected infringement, the Company may adopt particular measures, including the removal of both the boat and those responsible, when users in transit, occasional visitors or mooring users.

### Article 6

The Company advertises the established rules of conduct through posting a copy of these Regulations on the Management's premises and through any other form of advertising deemed appropriate including its website. Mooring users and visitors are required to comply with the rules of conduct established in said Regulation, which, by the mere fact that users access the mooring area, are to be considered accepted by them.

### Article 7

Access to moorings (buoys) is reserved:

- to owners, crews and passengers of moored units,
- to employees or trustees of Blu Fenix S.r.l.,
- to authorized technicians.

Each User is required to use the place reserved for him, with an absolute prohibition on mooring elsewhere.

The units cannot have dimensions, both in width and in length, greater than those indicated in the booking request. These dimensions are intended to refer to the actual dimensions of the boat (including dashboards, pulpit, outboard engine and any other protrusion).

If the user does not declare the exact size of his boat or is able to moor a bigger boat than that informed for his mooring, compromising the safety of the mooring, the Blu Fenix S.r.l. reserves the right to order the immediate removal of the unit.

Blu Fenix S.r.l. , for their own needs, reserves the right to revoke any type of mooring assignment, and in this case the User is obliged to immediately release the mooring; if the User does not comply with the above, the company Blu Fenix S.r.l. will provide for the eviction with its own means and, if necessary, also by hauling and transporting the unit out of the buoys field at the expense of the user.

Only one boat can be moored at each buoy.

### Article 8

if the assignment of the buoy on the basis of the current tariffs was not previously agreed with the company Blu Fenix S.r.l., the units of users in transit must remain outside the buoy field until they have received the assignment of the place, if available, and the other necessary instructions and provisions. The duration of the mooring must be indicated in the mooring contract to be filled out upon arrival.

### Article 9

All the manoeuvres performed inside the buoy field must be carried out in full compliance with the instructions given by the company Blu Fenix S.r.l., which can dispose the movement and mooring changes that are deemed necessary in case of emergency and for any other need.

**Article 10**

It is forbidden for all units to fund anchors. They must exclusively use the mooring equipment and are responsible for any damage that could be caused to it. Each user is responsible for the safety of his unit with regard the way in which it has been moored. Users are required to protect their unit with adequate and sufficient fenders. Mooring must be made with self-sinking ropes and cables of adequate diameter and in excellent condition at the responsibility of the user. Efficient fenders must be placed on the sides, suitable for the size of the unit, in order to avoid damages to one's own and to others' units.

**Article 11**

Bathing, fishing with any gear including scuba diving, is prohibited in the waters of the buoy area. It is also forbidden to dive near the units to carry out visits, interventions and repairs unless expressly authorized.

**Article 12**

It is forbidden to clutter the buoy field with any tools (walkways, inflatable objects or objects of any kind). Pets are allowed for the time necessary for their embarkation and disembarkation and if kept on a leash and / or cage. In any case, all precautions must be taken in order to prevent the animals from causing harassment or discomfort to the user of the buoy field.

**Article 13**

It is expressly forbidden to discharge black waters, bilge, waste of any kind, oils and fuels into the sea.

**Article 14**

If the Blu Fenix S.r.l.'s staff finds that a unit is in a state of abandonment or that runs the risk of sinking or causing damage to the surrounding units and equipment, it will immediately notify the owner. If measures will not be taken within the established terms, the unit will be winged at the expense and risk of the owner.

**Article 15**

All units that use buoys must be insured for civil liability and fire risks. The User is responsible for direct or indirect damages, that could derive from third parties, exempting the Company from any liability.

**Article 16**

The company does not carry out any surveillance service and, therefore, it is not liable for any thefts that may occur on board the units moored in the buoy field. The owner of the boat exempts the company Blu Fenix S.r.l. from any responsibility for the total or partial theft of the boat, for the theft or loss of objects, accessories present on the unit, as well as for fire. Also, it is not responsible for the theft of units and parts of them, as well as for any damage caused to people and things that are within the buoy field. The owner of the boat relieves the responsibility of the company Blu Fenix S.r.l. for damage caused to their boat and to the people transported, by third parties or other boats, including depositors. The owner of the boat also undertakes to respond on his own and exempt the company Blu Fenix S.r.l. in all cases of damage caused by other boats and / or people, during manoeuvres carried out with his boat.

**Article 17**

**In adverse weather conditions or at the discretion of Blu Fenix s.r.l. staff, the owner of the boat is obliged to let go the moorings and remove the moored unit.**

**Article 18**

The Management will consider the User's mooring request valid only following the payment of the deposit within fifteen days prior the arrival date; the balance must be paid, without fail, on the day the buoy will be actually occupied. Any cancellation of the reservation not made within thirty (30) days before the mooring date, involves the loss of the deposit paid.