

**SETTLEMENT OF PORT
CONCESSION
MARINA PORT SUD
RAMONVILLE**

PORT RULES

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RULES APPLICABLE THE MARINA RAMONVILLE SAINT AGNE

CHAPTER I : APPLICABLE RULES TO ALL USERS OF PORT

Reference

This regulation has been drafted in accordance with the specifications concession Waterways of France and port regulations in force at the time of writing.

definitions

Concessionaire means the town Ramonville Saint Agne. represented by its incumbent Mayor Mr. Christophe LUBAC, acting in the name and on behalf of said common under Articles L. 2122-21 and L. 2122-22 of the General Code of Local Authorities and a resolution of the council, dated June 16, 2011 with full authority to do so.

Agent concessionaire means any person appointed or employed by the Concessionaire to manage the port,

Officer Port Police: means any person entitled to enforce the administrative police (sworn employee of the dealership, police officers, police, ...).

Preliminary Article - Definition and allocation of the area granted the concession area includes:

This concession object the establishment and operation of a marina located Ramonville St Agne, department of Haute Garonne, on the left bank of the reach of Bayard, Canal du Midi, the 12,058 kilometer point to point mileage 12,621 .

surfaces medians:

sidewalks around the port and storage area and lifting upstream of the harbor entrance: 766 m²

median used for the operation of the port itself (in front of the harbor, around the harbor and 5 m depth (see map) and along the banks downstream and upstream of the inlet port and 5 m depth: 5 075 m² (not priced surface).

public space on the rest of the surface: 7166 m²

surface of the water port: 9422 m²

surface of the water along the left bank embankment of 130 m upstream and 230 m downstream of the entrance to the harbor and 5 m depth: 2495 m²

an equipment area land by boat consists of:

- A boat ramp Skin 330 m² - a harbor 60 re

- A fueling facility,

a metal barrier,

36 catwalks,

6 pontoons

- 13 power/ water terminals on dock - one terminal water / electricity on the pontoon.

The allowable number of berths is 90 rings, split between the dock (73 rings) and banks (17 rings). (distribution of moorings, see Section 2).

ARTICLE 1 - Access to port-Maneuvers in the port

1.1 - Access to the port is allowed to boats in a seaworthy condition, that is to say, in a state to perform a navigation for the category, type and nature of the craft, except in cases of major force recognized by the dealer or its agents, provided that the latter do not pose any danger on the concession.

1.2 - The pilot of the ship upon arrival must make themselves known to staff at the dealership and meet the usual formalities (see Articles 10 and 13).

1.3 - Admission: In all cases, the boats must comply with the formalities of Articles 10 and 14 of this Regulation.

1.3.1 - For all types of boats: admission is authorized to ensure the unloading and refueling or in cases of force majeure.

1.3.2 - Recreational Boats: the recreational craft shall be permanently admitted under the conditions specified in Chapters II and III of this Regulation.

1.3.3 - Boats for public use:

a) strict duration of embarkation / disembarkation: admission is authorized to dock for this purpose. (The terms and time are displayed on the harbourmaster).

b) beyond the strict duration of the loading / unloading (passenger waiting, stopover, long):

Admission is permitted only if it preserves also in the grip of the port location for the embarkation / disembarkation.

If this is the case, waiting for passengers, stopover the long term, should be subject to an agreement between the dealer and the owner of the ship concerned.

1.4 - setting with water and pulling down boats on spaces reserved for this purpose, are permitted only for boats less than 12 meters.

The ramp will be subjected :

- The authorization agents dealer for boats less than 12 meters, out of the water on trailers with a tractor or a car - the payment of the fee for which will be issued a receipt.

1.5 - Any other manner of placing water (craning, lift straps, lifting mobile ... etc..) is prohibited. The boats will be directed to the technical port nearby.

1.6 - Agents dealer adjust the input and output of the boats in the port order. Boat crews must comply At their orders and take of themselves in the maneuvers they perform the necessary steps to prevent accidents.

1.7 - The maximum speed boats on the entire concession is fixed at 3 km / h (about 2 knots).

1.8 - Except in cases of immediate danger, no anchor can not be deployed in the pass, the front port and port. Similarly, prohibited wetting buoys or piles.

1.9 - The maneuvers in the port are limited to the movements aiming to land and / or leaving the docks, pontoons and catwalks.

2.0 - The large size boats (barges, for example ...) are allowed to do their A turn in the entrance channel and outer harbor, à the exclusion of any other site.

Any maneuver from these boats is prohibited in the harbor.

ARTICLE 2 - Mooring

2.1 - Docking is strictly prohibited in the password entry, with the exception of the docking to the host platform, and momentarily in some exceptional cases accepted by the dealer.

2.2 - Boats can be moored under the responsibility of their owners or their representatives, as bollards or other works mooring arranged this, in the harbor. On the banks, mooring must be in accordance with the rules of the channel.

The coupled mooring is permitted only after authorization agents dealer. The acquiescence of the owner or keeper of the ship on which the docking is done couple will be collected to the extent possible. It is forbidden in the reach.

2.3 - Reservations for berth may be taken as far as possible, and be saved from the receipt of the fee for the desired period (see Articles 10 et seq.)

2.4 - In case of absolute necessity, for technical or safety reasons:

agents dealer should at any time require the crew or the person designated by the owner must ship, which must be able to perform all operations that are ordered.

In the absence of the owner, dealer agents are qualified to conduct or maneuvers deemed necessary, and without the liability of the owner in any way clear.

2.5 - the owner, the crew or the guardian of a boat can not refuse to receive a hawser, or to cast off to facilitate the movements of other vessels.

ARTICLE 3 - Prevention and measures in case of fire

3.1 - It is forbidden to light a fire on the docks and port facilities and have light a naked flame (unless facilities are provided for this purpose) there.

3.2 - lighting, heating craft and exhaust system devices, their electrical installations must comply with the regulations in force, under penalty of prohibition of use.

The mains connection of the licensed area shall be in accordance with the provisions of this Regulation. The dealer agents are responsible for ensuring this.

3.3 - moored boats should have on board any hazardous or explosive material or devices other than the regulatory machinery and fuel or fuel for their use. It is forbidden to smoke in areas of the vessel containing flammable products.

Facilities or own these fuels or fuel devices must comply with the regulations for buildings according to their category and type.

3.4 - boat owners are required to carry fire extinguishers compliant à current legislation.

3.5 - In case of fire, the concession, boat owners or their representatives are required to use their own fire extinguishers. They have at their disposal, under security, fire extinguishers located on the perimeter of the port (instructions fight against the fire are displayed outside the harbor).

In addition, they must take all the safeguards prescribed by the dealer or its agents and comply strictly.

ARTICLE 4 - Work on boats

No boat can not be built or demolished in the area of the concession.

Due to the existence of technical port near the marina, the important work relating to the hull and / or requiring the ground for more than two days are allowed for any type of boat in the enclosure port and its dependencies, and must be conducted at the technical port town.

Inside the port and its dependencies, only small jobs related to the hull and / or requiring A land for less than two days are allowed only for vessels less than 12 meters and must be made on locations designated for this purpose (except in cases of force majeure for the preservation of the integrity of the craft).

All work leading projections products and / or hazardous materials is strictly forbidden.

Other repairs and / or maintenance on the exterior and interior of the boat must be carried out within the following time periods :

Monday to Saturday ==> 9:00 to 12:00 p.m. 2:00 p.m. to 7:00 p.m.

Sundays and holidays ==> Prohibited, unless the work can not disturb neighbors with noise.

ARTICLE 5 - Boat Care

5.1 - Any boat staying in the port must be kept in good repair, buoyancy and safety.

If the dealer or its agents find a boat is derelict or in a state that could leak or cause damage to boats or other surrounding structures, they put the house owner, and simultaneously, in an emergency, the person designated by him to carry out the rehabilitation or development of the boat out of the water. If necessary was not made within the time limit, it can be carried out with the retirement of the vessel, at the expense and risk of the owner.

Failure manifestation of the owner of the boat, it may be out of water at the expense and risk of the owner and without the responsibility of the dealer or its agents can be held.

5.2 - When a ship has sunk in the harbor or in a navigable channel, the owner or the person designated by him shall have it removed or move without delay, after taking advice from agents on the dealer embodiment of the maneuver

In case of default by the owner, then the staff will take all necessary measures to hasten the

execution of operations, risk and expense of the owner.

ARTICLE 6 Life on board

6.1-It is under the control of the concessionaire or its agents given port capacity.

6.2 - In order to avoid overload phenomena of electrical power consumed during the winter period, the number of vessels heated with electricity to be used as housing between October 15 and April 15 is subject to a limited increase in electrical capacity of facilities (technical requirements are 2.2 kw per position for a total of 36 kilowatts in 1995).

In the case of boats surplus, agents dealer reserve the right to authorize or prohibit the connection of electric heaters on the network port. This measure is only applicable to vessels in excess.

6.3 - The letter addressed to the boat will be kept at the harbor master, for a limited one year and made available to recipients without control or warranty of any kind, except a basic duty of discretion. Similarly, the existence of telephone messages will be displayed in the harbor, on an outside panel for this purpose.

6.4 - It is prohibited:

- Lay of the land, rubble, garbage or unhealthy liquids works in the harbor and navigable channels.
- To make deposits. Garbage must be placed in containers provided for the purpose of the licensed area.

ARTICLE 7 - Vehicle Traffic

Vehicle parking is only allowed in the parking reserved for this purpose, out of the port area.

The quay levels of the port, traffic is allowed only users, the speed of 10 km / h, to allow loading and unloading of materials, supplies or other objects necessary for boats.

Vehicles, other than vehicles of port users, may exceptionally be allowed to move and park after application and agreement officers dealer (removal vehicles, for example ...).

Security vehicles (ambulance, fire, police) are exempt from authorization.

The supply goods, armament materials and various objects from boats or intended to there be loaded can not remain on the quays, pontoons mooring and medians, that time necessary for their handling, or for a determined in prior agreement with the agents dealer duration.

It is forbidden to wash and / or repair of a motor vehicle on the entire concession area.

ARTICLE 8 - Alteration of works - Liability

8.1 - The port users will in no way alter the port facilities at their disposal.

they are responsible for the damage they cause to these structures.

The damage will be repaired at the expense of those who have incurred without prejudice to the prosecution to exercise against them, if any, under the contravention.

8.2 - Boat owners are responsible, without recourse against the dealer, the damage by negligence, mistake or failure to comply with these rules, causing boats or facilities of other users of the port. The boat owner must have signed at least one contract of insurance of civil liability for their boat and be able to justify any request.

Port users who suffer damage to their boats or facilities due to other port users, or people outside the port, make it their business of judicial measures they are possibly need to take in order to obtaining compensation for damage caused to them, without it through the dealer.

ARTICLE 9 - Sports practice

As part of its animation and its services, and any agreement made with him, the dealer allows sports practices arising.

9.1 - The use of gear (pedal boats, canoes, bikes ... etc) is subject to those relating to the dealer:

- With the agreement of the harbor master,

- The advance payment of the rental fee and deposit a security deposit - A provision of discharge parents for unaccompanied minors
- Wear a lifejacket regarding canoes and for minors and people who can not swim,
- Compliance with this regulation and safety instructions by agents dealer.

In general, and this applies to agreements entered into with the dealer, are prohibited:
the sailing and swimming in the harbor,

the practice of human-powered vehicles (rowing, canoeing, pedal ...) in the harbor, outside the outer harbor and inland password to access the channel. However, these devices lose their priority to vessels moving within the "channel". They are supposed to have ensured the absence of any prior sailing boat to embark on the channel, traffic on the entire port area leased except to join the banks bikes.

9.2 - Any abnormal use of the leased by the dealer, which may cause material damage, and confirmed by an agent of the dealer may result in immediate termination of the tenancy without refund fees.

9.3 - The responsibility of the dealer can not be held liable for non-compliance with safety instructions listed in this regulation or delivered to users.

Children using the rented equipment are the sole responsibility of their parents.

CHAPTER II: SPECIAL RULES APPLICABLE TO BOATS STOPOVER

(less than one month unless otherwise stipulated in the special police regulations)

ARTICLE 10 - Formalities

10.1 - All boats entering the area of the concession for a stopover is required on arrival, to the office of the port of entry a statement indicating:

name, characteristics, act francisation or registration number of the boat,

- The name and address of the owner,

the name and address of the person responsible for guarding in the absence of the crew, and details of the person authorized by the owner to represent, the boat insurance (liability minimum) certificate, the date of departure from port.

When changing this date, a corrective statement must be made without delay to the harbor master.

The parking fee will be paid upon entry into the licensed area in advance and for the duration of the stopover. In case of extension of stay, the parking fee must be paid in advance for this new period.

The boat must be from the officers dealer, a declaration starting at its final output port.

The entry and departure statements are listed in the order of their presentation in a register where they receive an order number.

The use of the services offered by the dealer is subject:

a request for information on the use of agents to the dealer,

prior payment of the corresponding taxes,

presentation materials and premises made available.

The services included in base rates affect the provision of:

access to distribution terminals supplies of water and electricity.

The amount of fluid consumed by the user (water and electricity) will be charged to users in proportion to their consumption and will be in addition to the payment of the fee and additional benefits, except for a night shift for which billing fluid consumption is fixed and provided in the fee schedule services.

sanitary facilities (toilets)

Services not included in the rates and subject to payment of additional package are:

Local showers,

local laundry (washing machines and dryer)

The list is not exhaustive.

ARTICLE 11 - Taxes - purpose - delayed payments

11.1 - The applicable rates are revised annually on 1st January by the dealer. These rates are those attached to this specification concession and will be posted to the harbor master from their implementation.

11.2 - The terminal assignment of water supplies and electricity will be transferable and limited to the number of positions available. It is included in the package.

It is forbidden to connect directly to the dealer network. Conditions will be defined connections between the dealer and the user at the beginning of subscription.

The consumption of water and electricity is charged in proportion to the energy consumed.

11.3 - In the event of non-payment upon entry in the licensed area, the boat will not be allowed to park and may benefit from the services offered by the dealer.

In case the stay of boats stopover was extended but the total duration of the call is less than one month, the user will be required to rectify the situation with regard to Article 10 and to pay the amounts due for the additional period.

Failure to comply with these procedures or non-payment, the user will be denied access to services offered by the dealer to regularize their situation.

In case the stay of boats stopover was extended beyond one month, it will be done under the provisions of Chapter III.

11.4 - All boats must comply with the legislation concerning them, in the navigation category.

ARTICLE 12 - Allocation of positions

12.1 - The location of the position to be occupied by each boat is fixed by the dealer or its agents responsible for the port police.

The allocation of positions is made, the marked places within the limits of available positions.

However the dealer or its agents are only judges of the circumstances that may lead them to deviate from this rule.

12.2 - Stay of boats stopover is organized by the dealer or its agents, the availability of positions. Its duration is limited at 30 days (except special stipulation in particular police regulations) non-renewable. Beyond a mooring will be awarded under Chapter III.

The user is obliged to change the place if for reasons of policy or operations, the movement he is required by the dealer or its agents.

It is required to leave the position held at the first injunction agents dealer if lack of available space, they have at its disposal a berth already assigned, but temporarily unavailable.

12.3 – Stopover boats, out of the harbor opening hours are required to park in the visitors' pontoon priority if places are available, to the exclusion of any other site.

Their owners must complete the formalities provided for in Article 10 as soon as possible.

ARTICLE 13 - Mooring at the dock host

Docking is limited to the time required for docking host procedures, the supply of water, diesel, for all boats.

Beyond the time required to carry out these steps

a) the station or long-term positions (in Chapters II and III) will be assigned by the dealer.

b) For boats for public use: - For loading / unloading, the boat is required to regain the space provided for this purpose,

- For the waiting passengers, a position will be assigned by the dealer.

In addition, a stop position (in Chapters II and III) will be assigned by the dealer within the limits of available docking stations.

Time slots can book the mooring boats for priority public use, following the convention set by the dealer.

This information will be posted to the harbor master.

**CHAPTER III:
SPECIFIC RULES FOR BOATS MOORING
LONG TERM (greater than duration of the stopover)**

ARTICLE 14 - Formalities

Procedures are the same as those of Articles 10, 12 and 13 with the exception of payment to be made at the beginning of each monthly period of parking.

The duration of subscriptions is limited to three years. Subscriptions are by no means renewable by tacit agreement. A new subscription will be determined only after the express request of the boat owner.

ARTICLE 15 - Taxes - purpose - late payments

15.1 - The applicable rates are reviewed annually on 1st January by the dealer. These rates are those attached to this specification concession and will be posted to the harbor master from their implementation.

15.2 All occupant must pay the parking fee before the 10th of each month.

15.3 - The terminal assignment of water supplies and electricity will be transferable and limited to the number of positions available. It is included in the package.

It is forbidden to connect directly to the dealer network. Conditions will be defined connections between the dealer and the user at the beginning of subscription.

The consumption of water and electricity is charged in proportion to the energy consumed.

15.4 - In the event of non-payment at maturity of amounts due and after booster dealer, providers are required to regularize their situation with the dealer within fifteen days, or to petition the dealer will eventually propose a plan debt rescheduling. Otherwise, this dealership reserves the right to impose late penalties of 10% of amounts due from and to add to the fees due from the first month of delay of the user.

Beyond three months late, or in case of blatant fraud, legal proceedings may be instituted with the assistance of competent administrative authorities to require the payment of amounts owed to the dealer and the withdrawal of such a vessel that loses any right mooring in the concession.

The amount of royalties to pay are added, the case applicable, expenditure exposed by the concessionaire for the conservation of boat and for the recovery of office of royalties due.

15.5 - All boats must comply with the legislation concerning them, in the navigation category.

ARTICLE 16 - Holidays - selling boat station farmed out

16.1 - Any lessee of berth from the dealer must make a declaration of absence, whenever it is required to release the job for a period of time longer than 10 days. This statement specifies the date for the return.

If the absence is greater than or equal to one month, the occupant may be deferred for the length of the absence, if it allows the dealer to rent this berth for location of call for a period not exceeding the period of absence of the main lessee.

If the lessee refuses to give the berth it occupies to another vessel during the period of his absence, he can not benefit from the extension of the duration of absence.

In both cases, the payment of the period of absence in advance at the beginning of each monthly period is mandatory.

Not having received this statement, consider the dealer within 10 days of absence that the position is free from occupation and may freely dispose. In case the lessee would get a berth in the back of his absence, he must comply with the registration requirements set out in Articles 10, 12 and 13

with the exception of payment that s' perform at the beginning of each monthly period parking before the 10th of each month and the number of places available.

16.2 - In the case of sale of a ship with a station in the port, the seller must make a declaration to the dealer dice the completion of the sale.

In case of sale of a ship, the docking station concerned may be attributed to the new owner within the subscription period provided by the seller of the boat if it is cleared of any debt to the dealer .

The buyer of the vessel shall comply without delay with the formalities provided for in Article 10 or 14 of this Regulation.

ARTICLE 17 - Unemployment of the canal

The dealer assumes no responsibility for any incident caused by unemployment and that throughout this period.

In this case, the dealership reserves the right to reallocate positions awarded based on security requirements.

In particular, the docking keelboats will be considered a priority for boats with flat bottoms or planned for beaching (dinghies, etc..).

Owners must comply with the instructions of agents dealer for the proper performance of these maneuvers can not refuse to carry out their instructions.

In the absence of the owner, or his authorized representative agents dealer shall take all measures necessary to achieve the operations maneuvers without their being held liable.

The maneuvers made by the owners themselves, or their authorized representative, do not commit the dealer or its agents.

CHAPTER IV: SPECIAL RULES FOR USE OF EMBANKMENTS AND FLOATING DOCKS

ARTICLE 18 - docks, platforms, docks and catwalks

18.1 - The occupation for private as medians port is prohibited.

Any intervention by implementing civil works on the licensed area is subject to written authorization from the dealer.

18.2 - The docks and pathways within the scope of the license must always be left open to traffic. They can in no case be encumbered deposits equipment or materials of any kind whatsoever, except the spaces reserved for this purpose or prior agreement of the concessionaire.

18.3 - boats, to be launched from the ground or on the dock, and / or their annexes can not stay on the medians of the concession that the time required for these operations, without prior authorization by the dealer.

18.4 - The use of floating docks and catwalks is restricted to staff of the dock, the owners and operators boats parked. The dealer can not be held responsible for incidents and / or accidents on these facilities, other than those not covered by routine maintenance devolving.

18.5 - The responsibility of the concessionaire shall not be incurred because of the carelessness of any person in the public domain.

CHAPTER V:

GENERAL PROVISIONS

ARTICLE-19-Application of the rules

The dealer staff are required to strictly implement the guidelines laid down in this Regulation. They are also responsible for implementing all measures concerning safety on the licensed area.

ARTICLE 20 - Police and fines

Violations of these rules, the non-compliance or other offenses involving the police and the security of the port and its dependencies are recognized by fines by officers of the port police record who are entitled to take all necessary measures to stop the offense.

ARTICLE 21 - Responsibility

21.1 - The owners of the boats remain civilly liable in any circumstances contraventions which can be whatever their people making use of these boats .

21.2-The dealer can not be held responsible for:

- Inconvenience or delays of circumstances preventing or difficulties of navigating the canal,
- inconvenience or delays due to unemployment channel
- theft and damage committed on ships,
- , damage or inconvenience caused by the fact that the navigation of the service or, in general, the use of the waterway by his manager,
- of a power outage due to non-compliance with Article 6.2,
- the fraudulent use of an electrical outlet by another user outside normal monitoring agents dealer, or in the case provided for in Article 15.3,
- incidents and / or accidents under Article 18 paragraphs 4 and 5.

In particular, these problems will not result in the payment of compensation or reduction bill.

ARTICLE 22 - Litigation

In case of disputes and after conciliation amicable from the dealer, the local courts are only entitled to judge the dispute.

ARTICLE 23 - Specific provisions

Agents navigation service will be able to move freely in the occupied locations.

Done at Ramonville St Agne the 21/07/2013 in triplicate

**For execution,
the dealer
"Read and approved"**

**the control authority and granting
Patrick Butte
Interregional Director**