# KKMI POLICIES CONTRACTOR & CUSTOMER RULES

Contractors are considered guests and are welcome to provide services, materials and products to KKMI's Customers at the KKMI facilities under the terms herein. "**Contractor**" includes its employees, agents, suppliers and subcontractors. "**Customer**" includes any person who has signed a valid KKMI Service Agreement or is someone associated with a customer who has signed a valid KKMI Service Agreement including family members, friends and invitees.

Contractors and Customers who would like to work on their own vessel on KKMI premises (or hire a contractor to work on their vessel) must adhere to the following Registration Requirements and Work Rules. *KKMI reserves the right to update these rules as well as revoke permission to enter the facility at any time to anyone.* 

#### **REGISTRATION REQUIREMENTS**

Prior to boarding any vessel on which services, products, or materials are to be installed or provided, every Contractor must:

- 1. **Obtain KKMI's Prior Authorization** to perform services or provide products or materials on each vessel. This includes a signed Service Agreement and Work Order, written authorization by the vessel owner to work on the vessel and/or other such documents. This may not be done through a phone call.
- 2. **Provide Current Certificates of Insurance** from each Contractor prior to any work being performed. The Certificates must name KKMI as an additional insured and provide 30 days' notice of cancellation. All policies must waive any rights of subrogation against KKMI.
- 3. **Uninsured Workers.** Uninsured "workers" hired by the Contractor will not be allowed. Each Contractor must have a valid certificate of insurance on file with KKMI showing that its employees are covered by Workers Compensation insurance.
- 4. **Contractor Subcontracting Without Approval Not Permitted.** No Contractor may subcontract any part of its work without the express written approval of KKMI.
- 5. **Log-in**. Each Contractor may be assigned a facility access card and must log in at the pedestrian or vehicle entrance by using KKMI's security system prior to boarding any vessel. Each person shall log out upon exit of the facility each day. Any Contractor found to be working on a vessel who has not logged in will be asked to leave the premises immediately.

#### WORK RULES

## **INITIAL\_\_\_\_\_** I agree to comply with these 5 Requirements.

## 1. KKMI Project Managers Must be Notified of the Following:

- Any KKMI yard labor required Please provide notification prior to the beginning of the job;
- Moving boat stands & launch schedule Notification must be given 24 hours in advance;
- Any transducer or thru hull work done Notification must be given prior to launch.
- 2. The Following Practices Are Mandatory:
  - Sanding of antifouling paint is not permitted. All other dry sanding must be done with a vacuum sander;
  - Work areas must be cleaned up and all garbage and excess materials disposed of daily;
- Ladders must be secured to the vessel when aboard and removed at the end of day.

## 3. Prohibited Activities. Contractors, Subcontractors and Customers may NOT:

- Wet sanding, spray painting, "hot work", use of propane torches, welding or grinding (of any type);
- Discharge waste into any drain. Pump the bilge on land or in the harbor;
- Go aloft, unfurl sails or move any boat stands when the vessel is ashore.
- 4. KKMI Owned Equipment. KKMI's tools, equipment, scaffolding, extension cords and other equipment is not available for use by Contractors. KKMI Team Members are friendly and outgoing, but please do not put them in an awkward position by asking to use shop tools or equipment. Only KKMI employees may use tools or equipment owned by KKMI.
- 5. **Contractors May Not Impede KKMI's Work** or interfere with KKMI's work schedule. KKMI Project Managers will gladly coordinate any work you'd like performed by KKMI.
- 6. **Do Not Enter** KKMI's private offices, shops, and work areas except when accompanied by a KKMI team member.
- 7. **Permissible Working Hours**. Contractors will provide their services during KKMI's regular hours of operation, which are posted at KKMI's web site. Work may not be conducted on KKMI's premises at any other time without KKMI's prior written approval. To obtain this approval please submit in writing the dates
- 8. and hours of work the contractor will be on KKMI's facilities. Be specific as to what work will be performed. Email this information to: <u>contractor@kkmi.com</u>.
- 9. **Daily Fee.** Customers and/or Contractors may be charged a daily fee for the use of KKMI's facilities, environmental impact, hazardous waste disposal, use of waste containers, equipment/tool storage, (cont.)

# KKMI POLICIES CONTRACTOR & CUSTOMER RULES

acceptance of deliveries, or other services provided by KKMI. This fee may vary based on the circumstances of the services and materials provided. Any work area not cleaned up will be charged to the Customer's account.

#### ENVIRONMENTAL SAFETY RULES - KKMI Is Concerned About The Marine Environment!

- 1. **Compliance with Laws.** All work must be done in a safe, clean and environmentally sound manner, in compliance with all local, state and federal laws and regulations.
- 2. Chemicals and Hazardous Materials. All chemicals and hazardous materials must be handled in accordance with the law. Chemicals must be handled in compliance with their specific SDS sheet, which the Contractor or Customer is required to have on hand. Contractors must utilize the recommended Personal Protective Equipment prescribed in the SDS.
- 3. **Waste Disposal.** All wastes to be disposed of on the premises must be authorized by KKMI. No waste shall be disposed of on any land or waterways at or surrounding KKMI. Spills of any type must be reported to KKMI Staff immediately. Contractor/Customer accepts all liability for the cost of cleanup, removal and/or environmental damage resulting from the services, products or materials provided.
- 4. **Purchase of Materials.** It is requested that all purchases of marine and non-marine materials be purchased through KKMI. All products that emit VOCs **must** be purchased from KKMI as the consumption of the VOCs must be logged by KKMI.

INITIAL I agree to comply with these Rules.

#### **GENERAL SAFETY RULES**

- 5. Parking. All Contractors and/or subcontractors must park outside the facility.
- 6. **Smoking.** Smoking is prohibited in all areas of the facility and its buildings, except where designated. KKMI Sausalito is a 100% non-smoking facility.
- 7. Solicitation, Posted Advertising and Other Sales/Advertising Efforts Are Not Allowed on KKMI property without the express permission of KKMI.
- 8. **Minors.** Minors are not allowed in the harbor or boatyard without a parent or guardian being present at all times. Minors are not allowed to be on ladders, scaffolding or aboard vessels that are on land. Skateboards, motorized toys, or similar play toys are not to be used at KKMI.
- 9. **Pets.** Dogs and other pets must be kept on a leash or otherwise controlled when at KKMI. Pets are not allowed in the restrooms, and must not create a disturbance. Owners must clean up after their pets. Cleanup by KKMI of any pet's mess will be charged to the Customer's account.
- 10. **Fishing**/ **Swimming**. Fishing from the docks or bulkhead is prohibited, as is swimming within the Harbor basin.
- 11. Fireworks, firearms or live ammunition are NOT allowed at KKMI.

## DOCK RULES

- 12. **No Running** on the docks! Bicycles or scooters are not allowed on the docks, and no item may be placed or stored on the docks or walkways that could obstruct passage. Please do not place items under gangways.
- 13. No Fueling or transfer of fuel from the docks is permitted without KKMI's prior approval.

Logging in and out of the facility affirms the card holder's commitment to abide by the terms of the Service Agreement, Work Order, Contractor Agreement and to the above Rules. Failure to comply with any of the aforementioned policies is grounds for immediate revocation of privileges and removal from KKMI's facilities.

By signing below, Contractor and/or Customer certifies that all requirements, policies and rules of this agreement are understood and will be adhered to by the Contractor and all its employees, agents, suppliers, and subcontractors, and understands that failure to comply with the policies of KKMI and this Agreement will result in the loss of the right to conduct business at KKMI.

|  | Date: |  |
|--|-------|--|
| Contractor and/or Customer's Signature |       |  |
|  | Date: |  |
| KKMI                                   |       |  |

Please immediately report any unsafe condition, unlawful activity, spill or injury to persons or damage to property and equipment. Alert any KKMI team member and file a written report of the incident. Email this report to <u>contractor@kkmi.com</u>