



RULES FOR THE OPERATION AND USE OF THE MARINA IN DIANO MARINA Year 2025

Art. 1 - FOREWORD.

- 1.1 Gestioni Municipali S.p.A. is the concessionaire of the water mirror and piers of the Diano Marina Tourist Port under concession No. 11073 of 15/04/05.

Art. 2 - FUNCTIONS PERFORMED BY GM S.p.A.

- 2.1 The GM Company S.p.A. oversees the Tourist Port and provides management directly with its own staff.
- 2.2 The office GM S.p.A. in charge of managing the Port is hereinafter referred to as the "Port Office."

Art. 3 - AUTHORIZATION TO MOOR.

- 3.1 The mooring and stationing of all units at piers and wharves, whether on the water or eventually on land, is subject to the prior and specific written authorization of GM S.p.A.

Art. 4 - AMENDMENTS TO THE REGULATIONS.

- 4.1 GM S.p.A. may, at any time, submit to the approval of the competent Authorities, amendments to these Regulations that may be necessary to maintain maximum functionality, efficiency and safety of the Port.

Art. 5 - ACCESS TO THE PORT.

- 5.1 Access to the Port is allowed, to all sailing or motor vessels that have a maximum length of 18 meters, a draft of less than mt. 1.80 and a width of no more than mt. 4.80. Multihulls not allowed access. Seasonal moorings are excluded from the above limits, subject to availability.
- 5.2 A copy of the moorings plan, showing the periods for which the units will stay, must be delivered to the local Maritime Authority.

Art. 6 - DISCIPLINE OF BERTHS DEDICATED TO UNITS IN TRANSIT.

- 6.1 Anyone wishing to take advantage of transit berths must submit a request to GM S.p.A. specifying the characteristics of the unit and its expected duration.
- 6.2 The maximum length of stay of transit units is set at 3 (three) days.



- 6.3 Basic services (mandatory included in the rate):
- Preparation of mooring and unmooring equipment excluding ropes;
 - dock lighting;
 - Preparation of equipment for waste collection;
 - fire service;
 - Mooring assistance, upon request, from land and sea with appropriate personnel;
 - supervisory service;
 - Port waterways cleaning;
 - **Electricity supply; (where prepaid or metered columns are present);**
 - **Drinking water supply; (where no prepaid system columns are present);**
 - Restrooms and showers reserved for users.
- 6.4 The rates for the above services are approved by the Sole Director of GM S.p.A.
- 6.5 In compliance with Circular No. 47 of 05/08/96, units in transit for a period of less than 12 hours daily, between 8 a.m. and 8 p.m., will be allowed to moor free of charge no more than three times in a month.

Art. 7 - PORT SERVICES.

- 7.1 Without prejudice to the police and supervisory powers conferred by law on the Maritime and Local Authority, GM S.p.A., either directly or through the instrument of agreement, will provide within the basin under concession the services listed below, which will be carried out by and under the sole responsibility of the service concessionaire, subject to the provisions of the third paragraph of Article 20 below:
- Assistance, upon request, with mooring and unmooring;
 - water mirror cleaning;
 - Temporary storage for sports activities and related events ashore of units (subject available space Molo Corto);
 - Preparation and maintenance of fire-fighting equipment and competition in first response;
 - water supply;
 - electrical connection;
 - first aid kit;
 - Day and night security service;
 - Security control of unit moorings;
 - Port area cleaning and garbage collection;
 - Maintenance and cleaning of toilets reserved for users;
 - Crane service for unit handling in the port area;
 - Dissemination of urgent notices to mariners, weather bulletin, and Port orders;
 - Maintenance of any green areas included in the port area;
 - wi-fi internet connection.
- 7.2 In case it becomes necessary to activate other services, GM S.p.A. shall give prior notice to the competent bodies to acquire any necessary authorizations.

Art. 8 - PORT OFFICE AND SERVICES.

- 8.1 order to carry out port services, a Port Office with the task of implementing the coordination, execution and control of services will function:

<u>for the winter period</u>	(16/09 - 31/05):	20 hours
<u>for the summer period</u>	(01/06 - 15/09):	24 hours



8.2 The above schedule may be subject to change due to justified service needs.

Art. 9 - ALLOCATION OF MORTGAGE.

9.1 Each user can be the holder of only one berth.

9.2 The berths referred to in this article shall be allocated only to units over 6.00 meters in length.

9.3 Units less than or equal to 6.00 meters in length holding annual places shall be assigned a place compatibly with the receptivity of the piers used for that purpose, subject, however, to the right of precedence for residents.

9.4 For the purpose of berth assignment, dimensions are defined as "maximum length," including aft planks solidly attached to the hull and not removable without the use of tools, excluding retractable planks, outboard motors of auxiliary engine mounts) i.e., the projection into the sea of the actual footprint of the unit.

9.5 Berths are assigned for periods of one year, renewable from year to year; however, some of them, depending on availability, may be assigned for shorter periods.

9.6 Please refer to the provisions of Article 11 below for the ownership requirement.

9.7 When entering into the mooring contract, the contractor must prove that he/she is the owner of the unit specified in the contract, or the contract will be denied.

9.8 All users must, at the time of submission of the berth renewal application, provide the owner's identification data, registration booklet and declaration in lieu of affidavit of notariety indicating: maximum length, maximum width, and draft (as specified in Paragraph 4° of these Regulations), as well as a copy of the valid insurance policy.

9.9 For unregistered units, ownership must be evidenced by a declaration in lieu of affidavit indicating the technical characteristics of the unit, maximum length, maximum width, and pe- scaggio (as specified in Paragraph 4° of these Regulations) color and name for unambiguous identification, as well as a copy of the valid insurance policy.

9.10 Malicious or negligent declaration of untrue data will result in the forfeiture of the right to mooring, without prejudice to any criminal liability under current regulations. GM S.p.A. reserves the right to order, at the user's expense, the performance by the competent technical body (R.I.N.A.), any measurement of the units that have not complied with the requirements of paragraphs 8 and 9, also with express reference to Article 20.5.

9.11 Renewal applications should be made as follows:

- For annual berths, renewal is automatic unless cancellation is received no later than 15. bre of the previous year;

- for temporary moorings, applications for the following year must be received from October 1 of the current year until the submission deadline in February;

For the types of moorings identified above, the provisions of these Regulations governing the forfeiture of mooring rights (Articles 9.10 - 10.4 - 13.2 - 19.1 A) B) C) D) E) F)) shall apply.

9.12 The above dates may be changed by GM S.p.A. due to unexpected operational needs.



- 9.13 Berth assignment, the user shall pay, in advance to G.M.S.p.A. - "Porto Turisti- co" the stipulated fee which can be paid in the following ways:
- A) In one lump sum by January 31 each year;
 - B) In No. 2 semi-annual installments and more precisely January 31 and June 30 of each year. In both cases, as per the table attached to these Regulations, by:
 - Non-transferable cashier's check or bank draft;
 - Transfer to the bank account BPER Banca branch of Diano Marina made out to Gestioni Municipali S.p.A. IBAN: IT54 W053 8749 0000 0004 7255 646 BIC BPMOIT22XXX;
 - ATM or Credit Card at offices of GM S.p.A.
- 9.14 The provision in the preceding paragraph shall also apply to the daily berth assignment; this is without prejudice to the right of the user arriving on a day and/or time when the offices of GM S.p.A. and the Port Office are closed, to regularize his obligation as soon as one or the other is operational.
- 9.15 Operators in the maritime sector, diving, passenger motor vessels, boat or watercraft rental and leasing companies, dealers of boats for sea demonstrations and anything else that can be assimilated, with ex art. 68 and VAT number enjoy a discount of 30 percent of the ordinary rate. The right of first refusal, to be exercised by February of each year, by written request, for temporary and summer berths, at the dock where available or in the summer pier.

9.16 **REGULATION OF TEMPORARY MOORINGS**

For the allocation of temporary moorings, interested parties must submit an application, using a form to be obtained from the Port Office, as provided in Article 9.11. It should be noted that the submission of the mooring application does not guarantee the allocation of the same, as a ranking is drawn up and the company G.M. S.p.A. reserves the right to verify the applications on the basis:

- To the total number of gg. required;
- On the date of arrival (protocol no.);
- to the size of units resulting in mooring availability in the Port.

A user who has obtained a temporary berth may not assign it in any capacity, nor dispose of it towards third parties, for any reason whatsoever.

Art. 10 - OCCUPATION OF ASSIGNED MOORING PLACE.

- 10.1 The berth assignee may not assign, sell or sublease the assigned to him or her under any circumstances, except as provided in Article 11.1; exchange of berths is also prohibited.
- 10.2 The assignee may not occupy the berth with a unit other than the one for which the berth has been assigned, even if smaller in size and even if temporarily, without due authorization from GM S.p.A. In the event that the assignee makes the substitution of the unit without due authorization, GM S.p.A. will make use of the provisions Article 10.4 of these Regulations with consumption to the Maritime Authority pursuant to and for the purposes of Article 1174 C.N.; with regard to the ownership requirement, please refer to the provisions of Article 11 below.
- 10.3 Failure to occupy the berth, for a period of more than 12 months with the boat or vessel related to it, or abandonment of the unit, shall result in forfeiture of the right to the berth, unless the failure to occupy the berth is due to proven reasons for refurbishment of the unit or long-term cruise, demonstrable at the request of GM S.p.A. with invoices or receipts from shipyards or ports.
- 10.4 Failure to comply with the provisions of the preceding paragraphs shall result in the forfeiture of the right to mooring and the activation of the procedure set forth in Article 13.5.



- 10.5 The assignee of the berth is obliged to give timely notice to the moorers if he/she vacates the berth for a period of more than three continuous days; the same may be used by GM S.p.A. at no charge for the uses it deems most appropriate, including the temporary mooring of another unit, without prejudice to the ownership of the berth, being obliged to vacate it upon simple request, including verbal, of the owner. If, the berth, in relation to what is expressed in Article 10.3, is longer than 12 months, GM S.p.A. shall have the right to grant a refund to the assignee for an amount not exceeding 50% of the annual fee, upon written request to be received by February of each year.
- 10.6 In the event that the assignee of the berth gives up the assignment, GM S.p.A. will refund the amount paid pro rata over 12 months starting from the month following the date of the refund request to be received by registered letter with return receipt or PEC.

Art. 11 - SALE OF BOATS. OWNERSHIP REQUIREMENT

- 11.1 The total sale to a third party, or any change of ownership, including through duly cost-tuited companies of the unit assigned berth, may transfer to the purchaser the right to occupy the berth itself, if the seller no longer intends to occupy it; the new owner, in order to obtain its volturation, must pay GM S.p.A. , one-time, the following amount:
- Euro 1,000.00
If the boat or vessel owner, assignee of annual berth, for the purpose of selling the boat or vessel, intends to grant the prospective purchaser a trial period, he/she shall give advance written notice to GM S.p.A. and said period shall not 7 (seven) days. Any kind of rental is prohibited except for firms authorized by the competent bodies in the field.
- 11.2 If the berth allottee unit is sold for part of the carats, to a company by means of a duly registered public deed, the company may become the berth allottee, in order to obtain its volturation, the provisions of Paragraph 1 shall apply.
- 11.3 The provisions contained in this article shall not apply in transfers of ownership by succession due to death, in which case the heirs shall become assignees of the berth provided that they give confirmation to the Port Office within six months after the death of the owner.
- 11.4 Failure to comply with the provisions of the preceding paragraphs shall result in forfeiture of the right to mooring and activation of the procedure set forth in Article 13.5.

Art. 12 - EXPANSION OF THE MOORING PLACE AND/OR REPLACEMENT OF THE UNIT.

- 12.1 **GM S.p.A. reserves the right to accept requests for expansion; in case of impossibility and subsequent denial of the request, the user is obliged to maintain the measures for which the place was granted.**
- 12.2 **Applications will be evaluated by GM S.p.A. according to the order of submission until the available spaces are exhausted.**
- 12.3 **If, an extension of the assigned berth is requested, G.M. S.p.A. verified the disponibilit  of space, in its sole discretion, will communicate within thirty days of the request its determinations.**
In case of expansion of the unit measurements in both length and width, the



width expansion criterion.

According to this criterion at each expansion bracket (rounded down or up), as shown below, the one-time fee to be paid is counted:

- 0 to 20 cm	€ 1.000,00;
- 21 to 40 cm	€ 2.000,00;
- 41 to 60 cm	€ 3.000,00;
- 61 to 100 cm	€ 4.000,00.
- over 100 cm	€ 6.000,00.

The amount as calculated above shall be paid on a one-time basis at the time of acceptance in the manner prescribed in these Regulations.

If the request for extension is granted during the year, the amount already paid, and not used, will be subject to adjustment at the rate of the length category in which the boat for which the extension was requested falls.

In the case of length-only extension will be applied:

- **An annual fee (one-time fee) for the new membership category, in case of transfer to another higher category at parity or lower width.**

No further extensions may be allowed, to the same user, during the same year.

- 12.4 In the event that a reduction in category is accepted, the width of the previous unit may not be retained, but the port file must be updated with the actual footprint at sea of the new unit.
- 12.5 In case of reduction in the size of the boat, no refunds will be made for the fee already paid.

Art. 13 - FAILURE TO PAY THE MORTGAGE CHARGE.

- 13.1 An assignee user who fails to make the payment of the annual berth (by June 30) within the time limits set by these Regulations will be charged a late payment penalty for the first 10 days after the due date of the berth, equal to the legal interest, which will be notified by registered letter with return receipt or PEC.
- 13.2 Continued non-performance beyond the 10th day will result in automatic forfeiture of the right ormeggio without any notice from GM S.p.A.
- 13.3 The above rules also apply in the case of non-payment of balances due.
- 13.4 Failure to sign the mooring contract and pay the 1st installment by January 31 of each year will result in automatic forfeiture of the annual mooring fee
- 13.5 In the event of forfeiture or revocation of the right mooring, the user is obliged to remove the unit and, if he fails to do so, the Port Office will resort to ex officio removal with the user being charged for the costs and risks, including those of shelter and custody. The user expressly authorizes GM S.p.A. to issue an injunction against the user to recover the fees and expenses due.



13.6 If forfeiture has occurred, GM S.p.A., in its sole discretion, may reinstate the forfeited user, upon written request, upon payment of €1,500.00 as a penalty in addition to the annual fee.

Article 14 - RATES.

14.1 All rates shall be determined by GM S.p.A., shall be detailed in the Port's tariff schedule, attached to these Regulations, and shall be updated annually with express reference to 100% of the ISTAT increase referring to October of the current year.

Art. 15 - PROHIBITED ACTIVITIES.

15.1 Within the scope of the Diano Marina Tourist Port, it is strictly prohibited:

- The entry into the Port of any lifting equipment except those authorized by the Maritime Authority;
- Throwing garbage, oil, naphtha, detergents and any material that may otherwise pollute the harbor water body into the sea;

- Deposit fuels of any kind;
- go bathing, water skiing or jet skiing (skiing);
- To practice the discipline of fishing with any gear;
- Store boats, trolleys, gangways, equipment or goods in general on , docks and port state-owned areas without permission from the Port Office;
- Stopping with vehicles of any kind on slipways, piers and port areas in general;
- Carry out underwater work without possessing the requirements prescribed by law and specific authorization from the relevant Port Office and Maritime Authority;
- Recharge scuba tanks on board boats at berth;
- The improper use of fire pumps;
- entry and circulation by all types of vehicles, including motorcycles, mopeds and, limited to transit on the Long and Short Piers, bicycles. This is without prejudice to the right of Port users and pit owners to enter in order to carry out loading and unloading operations, for the time strictly necessary, limited to the hauling area and the quay in front of the pits. The prohibition may be waived, in any case, for force majeure or events authorized by the Municipality, subject to the authorization of the Maritime Authority, to the extent of its competence;
- Carry out any activity without prior registration in the list provided for in former Article 68 of the Co-says of Navigation;
- The permanent encumbrance of the dock by fishermen. They are allowed to deposit materials on dock only for daily occurrence for the performance of their profession, while still ensuring the transit of a rescue vehicle;
- soil pollution and cleaning of fishing nets on docks. Temporary storage of nets is allowed on the latter, only if they are stored in the appropriate containers for the period strictly necessary for boarding, landing and maintenance operations;
- cleaning fish both in the boat and at the dock as well as throwing fish bones and other scraps into the water.

15.2 It is also absolutely forbidden to carry out work with flames and use open flames in the port area without the authorization of the Maritime Authority, use electrical cables that are not up to standard, and/or leave the units connected to the electrical grid unattended, light inside the units stoves, air conditioning systems or any electrical equipment, or set of them that have a total power consumption exceeding 700 watts; it is also forbidden, in the case of unattended units, to leave power extension cables lying on the dock or piers even if they are properly unpowered.



- 15.3 It is forbidden to use hoses at the dock and on the piers to take showers, wash dishes, clothing or anything else even without the use of detergents, water must be used with extreme restraint, for putting into the tanks on board and for rinsing the units from salt deposits.
- 15.4 Tampering with service delivery facilities under any circumstances is strictly prohibited.
- 15.5 The remote control for automatic opening of the access bar can be given to employees of GM S.p.A., all other users should make use of the designated personnel or make a request to GM S.p.A. GM S.p.A. reserves the right to accept requests, based on the special needs that have arisen, in case of impossibility and the consequent denial of the request, the user is obliged to continue to use the appropriate personnel.

Art. 16 - ORMEGATIONS

- 16.1 All units must be moored orthogonally to the dock or pier.
- 16.2 It is within the power of the Port Office, for technical or urgent safety reasons, to change the mooring place of units at any time.
- 16.3 case the unit unmanned, the Port Office with its own staff will provide it at the expense and responsibility of the owner.
- 16.4 Each unit shall be properly moored with ropes of suitable size and strength (mm 14 for vessels from 5 to 7 m. maximum length; mm 18 for vessels from 7 to 9 m. maximum length; mm 26 for boats over 9 mt. maximum length); all units shall provide for the installation of two springs, of suitable diameter, suitable for cushioning the pull, with safety by-pass in chain and have in place at least three fenders on both sides, not less than cm 20 in diameter for vessels from 5 to 7 mt. maximum length; cm 25 for vessels or boats from mt. 7 to mt. 9 maximum length; four fenders of cm 30 for boats over 9 mt. maximum length. Springs, shackles, mooring lines, and fenders must be maintained, at the users' care and expense, in perfect condition at all times. Failure to comply with the above, especially to the mooring complex: rope diameter, springs, by-pass, shackles, will exclude, in the event of a claim any right to claim damages against GM S.p.A. In cases of the owner's absence, where necessary and in case of particular adverse weather and sea conditions, having verified the lack of safety conditions as described above, GM S.p.A. by means of its personnel will provide for the replacement operations of springs, shackles, fenders and mooring lines; for these operations the user will be charged a surcharge equal to 100% of the amount of the materials used.
- 16.5 During mooring/unmooring maneuvers, it is absolutely forbidden to make use of the anchor except in case of immediate and real necessity.
- 16.6 GM S.p.A. has an obligation to maintain in efficiency, and periodically inspect its mooring arrangements and in particular:
 - catenaries, dead bodies, buoys, floating docks and the other dock furniture.
- 16.7 Moored boats or vessels (stern in dock) may not frank their moorings ashore at a width greater than 10% of the maximum width of the unit.

Article 17 - SAFETY OF NAVIGATION.

- 17.1 All units moored in port must meet the requirements of stability, buoyancy and



of protection against fire ascertained by valid safety certificates when required by the relevant regulations, and must also be duly insured in accordance with the law with duly displayed con- traction, where necessary R.I.N.A. certification or equivalent, in any case ready to move in perfect navigation efficiency.

It is the right of GM S.p.A. to check or have checked by its trusted technicians, the efficiency of the vessel, even in the absence of the owner.

If the criteria of safety, navigation, fire, engine and powertrain functionality, or the condition of ready to move are not met, the vessel will be removed full charge, subject to the application of the procedure Article 13.5.

- 17.2 The Port Office is required to report to the Maritime Authority any unit that in its judgment does not meet the above requirements; in turn, the Port Authority will make a final decision on the matter within 15 (fifteen) days.
- 17.3 Having acquired the final judgment of the Harbour Master's Office, referred to in the preceding paragraph or, the deadline for the issuance of the same having expired to no avail, the Harbour Office is authorized to give notice, by registered letter with return receipt or PEC to the allottees of the deadline of 15 (fifteen) days within which the units not meeting the requirements referred to in paragraph 1, must restore the required safety conditions. Should the intimated parties fail to comply within the aforementioned deadline, the Port Office may proceed directly to the removal of the unit with full charge of the costs to the assignees.
- 17.4 All moored units must also have the prescribed fire-fighting equipment on board, efficient and ready for use.
- 17.5 All units equipped with gasoline engines shall open the engine compartment and/or ventilate the bilges at least once a day in order to prevent the accumulation of flammable gases in enclosed spaces. The same units will have to
Also carry out the above operation before each engine start.
- 17.6 It is prohibited to store on board fuel containers not specifically approved for this purpose (e.g. cans, jerry cans, drums, etc.). It is also forbidden to refuel outside the appropriate appropriately equipped area.
- 17.7 All moored units shall be adequately protected against corrosion caused by galvanic cor- rents so as not to cause damage to other units stationed at nearby moorings. The Port Office is authorized to take the procedures provided in paragraphs 2 and 3 above against units that fail to comply with these provisions.
- 17.8 Express reference is made Ordinance No. 28/2006 dated March 29, 2006, as amended, "Regulations for the safety of the Diano Tourist Port" of the Harbor Master - Coast Guard of Imperia.

Article 18 - POLLUTION REGULATIONS.

- 18.1 Waste produced by units moored in the Port must be placed in suitable tightly closed bags and placed in the collection bins placed in the Port.
- 18.2 By the Port Office or through the secondary services manager, the assignment for the collection of used oils and spent batteries shall be given to a company duly authorized under current regulations. The aforementioned firm is also authorized to place in the yard area, the appropriate containers in which the same users will have to deposit, exclusively the spent oils, and spent batteries, compiling the appropriate register in accordance with the regulations in force. It is expressly forbidden to abandon batteries and spent oils outside the specific drop-off points.
- 18.3 It is prohibited, while stationed in the Port, to make use of on-board marine toilets on units without a sewage tank.
- 18.4 The use of detergents that are not totally biodegradable, acids for cleaning wooden decks, sol- winds in



general, also the discharge of bilge water is prohibited.

- 18.5 Failure to comply with the provisions of the preceding paragraphs shall, at the sole discretion of GM S.p.A., result in the forfeiture of the right to berth and the activation of the procedure set forth in Article 13.5.

Article 19 - RULES OF BEHAVIOR.

19.1 It is mandatory for users of the Port to comply with the following behavioral norms:

- A) Speed: The speed of the units within the Harbor, in entering and leaving the Harbor, shall be reduced to the minimum necessary to maneuver and in any case not to exceed 2 knots.
- B) Precedence: outgoing units will keep to starboard and have precedence over incoming units.
- C) Abandonment: units left abandoned will be removed ex officio with all inherent expenses borne by the user. It is specified that the condition of "abandonment" occurs if, after at least two intimations in one year of restoration of safe conditions, including burdening by rainwater, communicated by registered letter with return receipt, fax, e-mail, PEC or by tele- phone, with express reference to Article 20.5, a dangerous condition or the risk of damage to neighboring boats and environmental protection regulations persists. Sinking of the unit due to gross neglect will result in the loss of the berth
The state of "abandonment" or "severe neglect" is in the above cases at the sole discretion of GM S.p.A.
- D) **Noise pollution:** engine tests (always to be carried out with the propeller off) and any other disturbing noise are prohibited:

BEFORE 10:00 A.M. - FROM 1:00 P.M. TO 3:30 P.M. - AFTER 8:00 P.M.

- E) **Environmental pollution:** art.18.
- F) **Use of electric power:** All cables for the withdrawal of electric power from the power dispensers must be made of cable (H07RN.F neoprene) or better, must have a cross-section of at least 3 x 2.5 mm. and both plug and socket must meet IP44 insulation characteristics and cannot be longer than mt. 11. It is strictly forbidden to attach the above cables to piers or parts thereof, docks and mooring lines. The use of multipliers is prohibited.

- 19.2 Repeated and/or serious failure to comply with the above obligations shall result in automatic forfeiture of the right berth.

Article 20 - RESPONSIBILITY.

- 20.1 You are directly responsible for any violations of laws and regulations relating to ship administrative regime, customs, police and security.
- 20.2 For any accident that may occur to persons or property and units in the performance of services performed by third party contractors, GM S.p.A. shall be held harmless from any action, damage or harassment by the claimants, while contractors and, in any case, all those who carry out lucrative activities in the port area, in addition to being required to prepare rules and procedures to prevent any possible accident, complying with the relevant provisions in force, shall also provide adequate insurance coverage for each service for which they are responsible.
- 20.3 For damages resulting from adverse weather and sea conditions, deficiency of mooring lines - springs - by- pass, excess of slack or pull detected by the personnel in charge, the owner of the vessel that caused the damages is directly liable - towards the rightful claimants. GM S.p.A. is obliged to provide adequate insurance coverage (third party liability, miscellaneous, fire) of the port area in concession, and is liable only for damages that may occur due to breakage of the catenary and

chained trappe; however, GM S.p.A. is not liable for extraordinary events, i.e., winds over 45 knots and



force 7 seas. The data provided by the Meteorological and Seismic Observatory of Imperia will be authentic. It is also obliged put in place rules and procedures to prevent any possible accident by complying with the current work safety regulations.

- 20.4 The user who has suffered damage to his boat also caused by another boat has 3 (three) days to file a report of extraordinary event, and 1 (one) day in case of damage to persons, at the Imperia Harbour Master's Office and in any case must follow the provisions art.60 of the Navigation Code for all the fulfillments following the event.
- 20.5 The user, under penalty of forfeiture of the berth, must compulsorily provide GM S.p.A. with the exact domicile of residence and an active landline and mobile telephone and e-mail address, and promptly communicate any changes.

Article 21 - MAINTENANCE AREA.

- 21.1 For the purpose and effect of current regulations on environmental pollution, health protection, and occupational accidents, it is obligatory to use the maintenance area for the performance of drydocking, routine maintenance, extraordinary maintenance, or for the performance of safety inspections.
- 21.2 Renovation, painting, sanding, cutting or other work, not ascribable to minimal incidental work on units at berth or in other port area outside the maintenance area is expressly prohibited.

Article 22 - PROHIBITION OF OCCUPATION OF PORT AREAS.

- 22.1 It is forbidden to occupy port areas (docks) with boats, watercraft and trolleys except for the time strictly necessary hauling, launching, and loading and unloading operations without specific authorization from GM S.p.A.; in case of transgression of this rule, the boat will be removed and deposited at the owner's risk with the consequent charge of all inherent expenses, hauling, transport, parking, subject to the penalties provided for by the Navigation Code, which is the responsibility of the Port Authority.

Art. 23 - PARKING RESERVED FOR THE PORT OFFICE AND THE PORT CAPTAIN OF IMPERIA.

- 23.1 Unauthorized persons are strictly prohibited using the parking spaces reserved for the Port Office and the Imperia Harbor Master's Office.
 - 1. Short Pier: access is allowed to users while parking is allowed only in the spaces highlighted by road and vertical signs for loading and unloading operations. The Presidents of the following Associations:
Associazione Nazionale Marinai d'Italia, Club del Mare, Diano Sub, Associazione Sportiva Dilettantistica Fishing-Diana, Gruppo Pesca Sportiva, Associazione Informare, Circolo Nautico Diano Marina A.S.D., Windsurf Diano Marina and Diano Surf A.S.D. are entitled to parking in the designated spaces for one vehicle, exclusively for activities pertaining to association.
 - 2. The docks are restricted traffic zones; transit, parking and stopping of any vehicle is prohibited except for Rescue, Police, Public Utility vehicles, those authorized by the Maritime Authority, and users for loading and unloading only .
 - 3. Parking on the quay and stopping near the sea slides are prohibited.
 - 4. The maximum speed allowed is 20 km/h.



Violations under paragraphs 1 - 2 - 4 of this article shall be punished by administrative penalties of the Highway Code.

Violations under Paragraph 3 will be punished in accordance with Article 1174 C.N.

Vehicles, the parking of which constitutes an obstruction to traffic will be removed at the expense of the contrav- venant.

- 23.2 Motorcycle parking spaces will be available in the area marked at the root of the Molo Cortousers interested in obtaining access to them should make a written request to GM S.p.A and upon payment of a deposit of 50 euros can obtain a remote control.
The right to dispose of a remote control is, exclusively, for those who own a berth in the Port of Diano Marina, if the above requirement is lacking, the owner of the remote control, must compulsorily return it to GM S.p.A. and consequently the amount paid as a deposit will be returned.

Article 24 - TRANSITORY AND FINAL REGULATIONS.

- 24.1 Notwithstanding these provisions, it is up to the concessionaire to settle the remaining aspects of the contractual relationship with user by agreement.
- 24.2 Temporary mooring assignees, residents of the Municipality of Diano Marina, will be able to take advantage, limited to the period from January 1 to October 31, the application of the reduced rate reserved for them.
- 24.3 All expenses for personal communications sent by mail will be charged to you at contract renewal as well as expenses for replacement lines, fenders, and whatnot.
- 24.4 Acceptance of the berth implies acceptance of all the provisions of these Rules and Regulations none excluded and the obligation of the parties to observe and enforce them.



BERTH RATES IN EFFECT AS OF 01.01.2025
(VAT included)

CATEGORIA	ANNUALI			TEMPORANEI			TRANSITI
	Importo unica soluzione	Importo rateizzabile in n. 2 rate	Importo rate scadenza: 31/01 e 30/06	ESTIVI Giugno - Settembre (4 mesi)	MENSILE Estivo	MENSILE Invernale	GIORNALIERO
Fino a m. 5	1.283,00 €	1.322,00 €	661,00 €	727,00 €	218,00 €	109,00 €	9,00 €
Fino a m. 6	1.738,00 €	1.790,00 €	895,00 €	985,00 €	295,00 €	148,00 €	13,00 €
Fino a m. 7	2.150,00 €	2.215,00 €	1.107,50 €	1.218,00 €	365,00 €	183,00 €	16,00 €
Fino a m. 8	2.450,00 €	2.524,00 €	1.262,00 €	1.388,00 €	416,00 €	208,00 €	18,00 €
Fino a m. 9	3.100,00 €	3.193,00 €	1.596,50 €	1.756,00 €	527,00 €	263,00 €	23,00 €
Fino a m. 10	3.842,00 €	3.957,00 €	1.978,50 €	2.177,00 €	653,00 €	326,00 €	28,00 €
Fino a m. 11	4.975,00 €	5.125,00 €	2.562,50 €	2.819,00 €	846,00 €	423,00 €	37,00 €
Fino a m. 12	5.375,00 €	5.536,00 €	2.768,00 €	3.045,00 €	913,00 €	457,00 €	40,00 €
Fino a m. 13	6.555,00 €	6.752,00 €	3.376,00 €	3.713,00 €	1.114,00 €	557,00 €	48,00 €
Fino a m. 14	7.121,00 €	7.334,00 €	3.667,00 €	4.034,00 €	1.210,00 €	605,00 €	52,00 €
Fino a m. 15	7.691,00 €	7.921,00 €	3.960,50 €	4.356,00 €	1.307,00 €	653,00 €	57,00 €
Fino a m. 16	8.306,00 €	8.555,00 €	4.277,50 €	4.705,00 €	1.412,00 €	706,00 €	61,00 €
Fino a m. 17	8.970,00 €	9.239,00 €	4.619,50 €	5.082,00 €	1.524,00 €	762,00 €	66,00 €
Fino a m. 18	9.688,00 €	9.978,00 €	4.989,00 €	5.488,00 €	1.646,00 €	823,00 €	71,00 €