

d3 cote 15
DS9/16 etu

MORPHY

2
814

THE
MORPHY
MORPHY

10/10/2017

d3 cde 16 D59/17
ofur

The
HOLY
BIBLE

1611 EDITION
King James Version

PLACEMENT OF
UMENTATION

179
80

1000

1000

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GENDARMERIE NATIONALE			
BTA WALLIS			
Code unité	Nmr P. V.	Année	Nmr dossier justice
17834	00017	2020	

DISPARITION INQUIÉTANTE DE PERSONNE

PROCÈS-VERBAL D'INVESTIGATIONS

D58
chu 1/89 p.

Nmr pièce	N° feuillet
d2	111

Le samedi 28 novembre 2020

Nous soussigné Major Lionel BOULET, Officier de Police Judiciaire en résidence à UVEA 98600

Vu les articles 16 à 19 et 74-1 du Code de Procédure Pénale.

Nous trouvant au bureau de notre unité à UVEA 98600, rapportons les opérations suivantes :

ENQUÊTE

Le 28 novembre 2020, suite au contrôle du navire « Zulu Time » par le service des douanes des îles Wallis et Futuna, nous sommes amenés par voie de réquisition à leur demander copie du livre de bord et des documents de ce navire.

Nous paraphons les copies du livre de bord effectuées en recto tel que :

- 5 feuilles A4 des pages 3,93, 103, 109 et 122 (paraphées 1 à 5)
- 30 feuilles A3 des pages 1,4-5 à 58-59, 104-105 (paraphées 6 à 35)

Nous paraphons les copies des documents relatifs au navire en recto/verso tel que :

- 54 feuilles A4 (paraphées 36 à 89)

Dont procès verbal fait et clos à UVEA 98600, le 28 novembre 2020.

L'Officier de Police Judiciaire



DAILY CRUISING LOG

d 2 ^① D58/h etw

Date	Time Start	Time Finish	Cruise From	Cruise To	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	

JOURNAL

JEFF MCKINLEY @ GMAIL.COM 808-935-5026
 SKYPE BAKERCITYMM @ GMAIL.COM
 MAK, MCKINLEY @ GMAIL.COM

* GARMIN FOR MIKE SCHMIDT
 IUSD77@INREACH.GARMIN.COM

IME # 300434031090470
 AUTH 31010
 HTTPS://SHARE.GARMIN.COM/2MAPH

USCG 808-842-2970 808-892-2006
 2099

TODD SCHMIDT 747-287-9082

RUBEN 813-235-3972
 3973

MAINTENANCE LOG

d2 ②
DS8/2 eh

Date	Engine Hours	Location	Cost	Description / Comments
				ED221950547812F
		SCOTT CALIFORNIA	310-835-3155	VERY EXP
		STAN FL	GOOD PRICE \$650	305-470-9306 FOR RB KIT
		CHRISTIAN RASSELENBERG		
		RASSELENBERG		0068257324
		© HOTMAIL.COM		

RADIO LOG

d 2
DS8/3
ehu. 3

Vessel Name _____

Radio Call Sign _____

Coast Guard VHF Radio Requirements:

1. Must enter each distress (Mayday) message sent OR heard.
2. Must enter each urgency (Panpan) for safety (Security) message you send.
3. Must enter data on installation and servicing of radio.
4. All entries must be signed by operator.
5. Must retain Radio Log one year minimum from last entry.

Date	Time	Channel	Station Called	Location / Remarks	Operator Signature
				CORACE	
				BOUY	
				DIENO	
				STARBOARD SHIP	
				PORT	
				40' HATTERS	
				PATIMO	

VESSEL INVENTORY — EMERGENCY EQUIPMENT

d2 ④
DS8 1/4
ebu

Date Purchased	Description	Location on Board
	<i>TREH A/H</i>	

The U.S. Coast Guard provides free to anyone a pamphlet titled "Federal Requirements for Recreational Boats."

NOTES

d 2 (5)
DS8/5 eh

BROKEN

- * MAINT JIMS \$300
- * CHART PLOTTER \$800
- * CUSTOM COZAS \$30
- * BATHROOM DECK
- * SWEAT PANTS \$30
- * COOK PAN \$40

FRONT STAY + GEAR + BAG LOST
HATCH WINDOW TOP
SIDE STAY WITH BLOCKS
AUTO PILOT BELT

- * REFRIGERATION LID
- * LOST LUMBS + GEAR
- * RAIN COVER
- * MOTOR OVER HEAT

SPINNER SAIL BRACKET
RAILS UP FRONT

- * VENTURA CAP BAIL HAT
- * CAN OPENER
- * BOOM VANE BRACKET

STOVE
UNDER WATER DIVE LIGHT \$100

VESSEL INFORMATION

d2 (6)
D5816

Name	ZULU TIME	Hailing Port	KOOLINA HI
I.D. Number	628537	Radio Call Sign	WTR4809
Owner's Name	CAPT. MIKE SCHMIDT	Telephone Number	(808)365-3548
Address	7467 ZELZAH AVE RESEDA CA 91335		
Builder	JENSEN MARINE	Model	CAL39
Year	1980	Length	38.8
		Draft	6
		Beam	11.8
Height	56	Hull Color	WHITE
		Trim Color	BLUE
Number of Masts	1	Mast Height(s)	56
Propeller Size(s)		Rotation	
Vessel Construction Material	FIBERGLASS + WOOD RESIN		
Engine Make(s)	PERKINS	Engine Model(s)	4108
Serial Number(s)	ED221950547812F	Number of Cylinders (per)	4
Oil Type Winter		Summer	
Fuel Tank(s) Capacity	1	Water Tank(s) Capacity	2
Hot Water Tank Capacity	1	Generator Make/Model	
Transmission Type		Transmission Model	
		Transmission Oil	
Insurance Company	MARKEL	Telephone Number	()
Address	AMIS NEWPORT 2700 NEWPORT BLVD #190 NEWPORT BEACH CA 92663		
Policy Number	MHY00000557672	Agent	10206-0000002

CRUISING LOG

FUEL LOG

MAINTENANCE LOG

RADIO LOG

VESSEL INFORMATION

DAILY CRUISING LOG

Date	Time Start	Time Finish	Cruise From	Cruise To	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	

JOURNAL

NOON SITE.COM

AIR JORDON 805-252-7742 JELLER805@GMAIL.COM

KARABOS, CHRISTMAS ISLAND, COOK
SOCIETY ISLANDS, NEW CALEDONIA, SOLOMON

TAHITI MAIN COORDINATES
17.6509°S 149.4260°W

WEST REGION DOS
17.6026°S
149.6252°W

SOUTH REGION
17.79330°S
149.42°W

RAROTONGA DOS
21.2292°S 21.2715°S
159.7763°W 159.7800°W

FRENCH POLYNESIA - TAHITI, MARQUESAS,
COOK ISLANDS - RAROTONGA
SALOMON ISLANDS - TILCOPIO

DAILY CRUISING LOG

d2 ⑦
DS8

Date	Time Start	Time Finish	Cruise From	Cruise To	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	

JOURNAL

BOMA BORA

TRAFFIC MARITIME @ PORT PPT, PF

S 16.499701
W 151.770538

S 16.29.329
W 151.43.560

PIN NAVIONICS

MOTU ONE S 15°48'48.894
W 154°31'43.17"

RP CONTACT @ JRCC, PF
OPERATIONS @ RCCFITI.ORG - WALLIS
RCCNZ @ MARITIME NZ, GOVT. NZ

S 13°37'38.02" DISTANCE
W 174°13'8.76" DESTINATION
115.5 NM SAFETY ZONE
ON BOARD

FUTUNA, PRESIDENT
ELIZABETH, BARKA - LA MOUR WALLIS-ET-

DAILY CRUISING LOG

2020 JUN

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-4	8 AM		KAILUA BAY HI	SOUTH PACIFIC	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
0		3			FAIR N19.216040 W156.253525

JOURNAL

LEFT IN THE MORNING FROM HI TO SOUTH PACIFIC. HAD GOOD TO MOD WINDS TO SOUTH END OF BIG ISLAND THEN WINDS STOPPED, GOING BACKWARDS ON THE CURRENT, SUCKED

DAILY CRUISING LOG

2020 MAW

d2 ⑧
D58/8 che

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-5	12:01 AM	11:59 PM	SOUTH END HI	SOUTH END HI	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
0		2			WIND BACK + RANTH FAIR

JOURNAL

N19.134595 W156.15.421
MADE IT OFF SOUTH END OF ISLAND, HAD TO USE SPINNAKER SAIL TO GET TO THE TRADES.

DAILY CRUISING LOG

2020 Monday

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-12	1201 AM		B16 LHL H1		
Engine Hours		Gen-Set Hours		Engine Avg. RPMs	Weather/Sea Conditions
Start	Finish	Start	Finish		
/		/		/	6000 WINDS

JOURNAL

N 8° 19' 30.22"
W 159° 31' 5.81"

DAILY CRUISING LOG

2020 Tuesday

d2 (12)
DS8/12 etw

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-13	1201 AM		B16 IS H1		
Engine Hours		Gen-Set Hours		Engine Avg. RPMs	Weather/Sea Conditions
Start	Finish	Start	Finish		
/		/			SCANNY BAD

JOURNAL

WHITE OUT 50 TO 80 MP WINDS
WHITE SQUAL FOR 1.5 HRS STRAY
VERY BAD STORM, BIGEST I HAVE
EVER SEEN,

N 7° 27' 35.17"
W 159° 28' 43.97"

COURSE S 189° T

BROKE STORM TIM STAY

DAILY CRUISING LOG

Monday 2020

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-26	1201 AM		BIG IS HI		
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					BIG WINDS BIG WAVES LOTS OF SQUALLS

JOURNAL

S 13° 30' 5.45"

W 160° 22' 30.05

STORM JIBS ONLY

DAILY CRUISING LOG

d2 (19)
DS8/19 ch

Tue

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-27	1201 AM		BIG IS HI		
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					VERY BIG WIND VERY BIG SQUALLS

JOURNAL

13 TO 15' SWELLS
HIGH WINDS

S 14° 31' 20.51"

W 160° 33' 41.21"

VERY DIFFICULT DAY
OUT HERE w/ NO MOUNTAIN
LAND!

SSW 193° T

DAILY CRUISING LOG

MONDAY 2020

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-26	1201 AM		BIG IS HI		
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	BIG WINDS BIG WAVES LOTS OF SQUALLS

JOURNAL

S 13° 30' 5.45"

W 160° 22' 30.05

STORM JIBS ONLY

DAILY CRUISING LOG

TUE

d2 (19)
DS8/19 ch

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-27	1201 AM		BIG IS HI		
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	VERY BIG WIND VERY BIG SQUALLS

JOURNAL

13 TO 15' SWELLS
HIGH WINDS

S 14° 31' 20.51"

W 160° 33' 41.21"

VERY DIFFICULT DAY
OUT HERE w/ NO MAIN
LAND?

SSW 193° T

DAILY CRUISING LOG

W&D 2020

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-28	1201 AM		B16 IS H1		
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					NO WIND SQUALS ALL NIGHT ALL DAY

JOURNAL

WIND NO WIND, RAIN SQUALS
BAD MIXED SEAS

S 14° 40' 28.10"

W 160° 27' 36.30"

W 269 .05 KN

DAILY CRUISING LOG

TUES 2020

BORA BORA

BORA BORA

ASB/2012

20

Date	Time Start	Time Finish	Cruise From	Cruise To	
10-29	1201 AM		B16 IS H1	BORABORA	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					VERY GOOD DAY SEAS GREAT WIND GREAT

JOURNAL DRY DAY

STARTED DAY BY SENDING MAN
UP MAST TO REMOVE POOLED
HAWAIIAN SEA
SAILED TOWARDS BORA BORA
EAST HEADING
CHANGE IN COURSE

7:37 PM

S 14° 53' 31.63"

W 159° 14' 10.18"

E 85 T

VERY NICE DAY TODAY
MILITARY DAY TODAY
GIVING OUT DEMONETS
1- DEMONET FOR INSUBORDINATION
1- DEMONET FOR BORN AGAIN HARD

DAILY CRUISING LOG

RIN 2020

Date	Time Start	Time Finish	Cruise From	Cruise To	
10/30	12:01 AM		BIG IS HI	BONA BONA	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					OK DAY LOTS OF SQUALS

JOURNAL

S 15° 33' 18.53"
 W 158° 48' 23.05"
 SSE 157 T
 SPEED 1.7 KN

DAILY CRUISING LOG

FULL MOON d2 (21)
 DS 8/21
 SAT 2020 HALLOWEEN

Date	Time Start	Time Finish	Cruise From	Cruise To	
10/31	12:01 AM		BIG IS HI	BONA BONA	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					BIG WINDS BIG SEAS COMING FROM EAST

JOURNAL

S 15° 43' 41.71"
 W 158° 10' 36.16"

4.3 KN

S 185 T

TODAY SUCKED WINDS OUT OF THE EAST. CANT SAIL TO BONA BONA WITHOUT GOING NORTH AND SOUTH ZLG ZAG ALL DAY. HATE JEFF AT THE MOMENT

LOG
 RADIO LOG
 VESSEL INVENTORY

DAILY CRUISING LOG

SUN 2020

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-1	1201 AM		BIG ISL HI	BORA BORA	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					BIG WIND SQUALL RAIN

JOURNAL

S 16° 5' 6.46"

W 157° 52' 4.35"

AMBIABLE DAY, CONSIDERED
GOING WEST CANT MAKE
EASTING TO

B/C

DAILY CRUISING LOG

MONDAY 2020

d2 (22)
D58/22 dw

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-2	1201 AM		BIG IS	BORA BORA	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					AMBIABLE WEATHER RAIN SQUALL NEAR BORA BORA

JOURNAL

S 16° 15' 34.10"

W 157° 08' 29.00"

WSW 239

CANT GET AHEAD OF THIS
STORM SYSTEM. LIGHT
RAIN; SQUALLS MUCH DARKER

DAILY CRUISING LOG

TUE 2020

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-3	1201 AM		BIG ISL #1	BONA BONA	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					SQUALLS RAIN LOTS

JOURNAL

NOT MANY MILES PUT DOWN
BAD DAY, NOT HAPPY AT
ALL, RUNNING OUT OF
WATER

S 16° 2' 31.30"

W 156° 13' 7.06"

WANT TO HEAD WEST,
GOING EAST IS NOT
WORKING

BROKE MY NOISE ON
THE WHEEL

DAILY CRUISING LOG

2020 WED

d2 (23)
D58/23 edw

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-4	1201 AM		BIG ISL #1	BONA BONA	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					NO WIND NICE DAY

JOURNAL

NO WIND/NO MOVEMENT BUT A
COUPLE OF MILES BY 3:30 PM

S 16° 2' 31.30"

W 156° 13' 7.06"

DONE, WE ARE CHANGING
COURSE TO AMERICAN
SOUND

DAILY CRUISING LOG

THUS 2020

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-5	1201 PM		BIG IS HI	PALOU PALOU	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					COAST DAY
MADE MILES					

JOURNAL

S 16° 8' 29.31"

W 156° 16' 42.28"

NW 325 T

CHANGE course, could not make it through the storms coming from the west, thought one or the days jets boat sunk in storm with crew. no reply on command most of the day. the storm was so bad we pulled out and stopped our boat. the storms from the west were now solid and horrible.

DAILY CRUISING LOG

FRI 2020

d2
DS8/24 chw
25

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-6	1201 PM		BIG IS HI	PALOU PALOU	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					PERFECT
ALLOWING SEA					

JOURNAL

BEEN SWAPPED MY MAN, WAS NOT TIED WITH SAFETY LINE

S 15° 34' 37.51

W 157° 50' 17.40"

W 279 T

DAILY CRUISING LOG

SAT 2020

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-7	1201 AM		BIG IS HI	PAGE 0 PAGE 0	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					GOOD NICE DAY

JOURNAL

S 15° 23' 13.33"

W 158° 30' 38.84"

NW 326 T

DAILY CRUISING LOG

SUNDAY 2020

dl 2 (25)
DS8/25 etw

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-8	1201 AM		BIG IS HI	PAGE 0 PAGE 0	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					VERY NICE DAY FLEW SPIN

JOURNAL

S 14° 55' 42.49"

W 160° 18' 47.75"

4.0 KN W 276

DAILY CRUISING LOG

MON

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-9	1201 AM		BIG IS HI	PALO PALO	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					VERY NICE DAY

JOURNAL

S 14° 34' 55.07

W 161° 23' 38.23

WNW 298 T

4.4 KN

STARTED MOTOR TODAY, SOUND HORRIBLE LIKE BAD INJECTORS AND A SPUN BARRING.

CAN NOT RUN MOTOR

DAILY CRUISING LOG

TUE

d2 (20)
DS8/26 ch

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-10	1201 AM		HI BIG IS	PALO	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					VERY NICE DAY NO WIND 0 TO 4 KN

JOURNAL

DID WINDY TODAY, NAPPED ON AND OFF. MADE A PORTA POTTY

S 14° 34' 3.69

W 162° 19' 33.67

2.3 KN

WNW 284 T

483.4 NM TO GO

NO FISH TODAY

THE BOAT FEELS LIKE IT IS BEING SUCKED INTO THE END OF THE WORLD AT WORLDS END. A VERY SMOOTH RIDE GOING THIS DIRECTION!

ANOTHER BEAUTIFUL SUN SET AS ALWAYS.

DISCUSSED HOW JEFF WAS GOING TO TELL MATT WE PULLED OUT A WALK ALO???

DAILY CRUISING LOG

2020 WBN

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-V	1201 AM		BIG IS HI	PA 60	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					GOOD CALM WEATHER

JOURNAL

S 14° 37' 17.70"

W 163° 47' 22.05

W 271 T

3.5 kn

DAILY CRUISING LOG

THUR

d2
D58 / 27 edw
27

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-T2	1201 AM		BIG IS HI	PA 60	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					VERY NICE PERFECT DAY

JOURNAL

S 14° 32' 55.55

W 164° 31' 12.73

3 kn

WNW 297

PICKED UP WATER FROM SQUALS TODAY

HAVE NOT HEARD FROM JEFF OF HIS ARRIVAL TO BORA BORA

LAST PLANS MISSION WAS 2 DAYS A GO

DAILY CRUISING LOG

KIR

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-13	1201 AM		BIG ISLAND	PAGE	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					PERFECT DAY

JOURNAL

S 13° 53.46.70

W 166° 52.35.05

W 275 SIKANT

DAILY CRUISING LOG

d2 (28)
D58/28 etw

SAT

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-14	1201 AM		BIG ISLAND	PAGE	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					GOOD DAY SMOOTH

JOURNAL

S 13° 41.46.69

W 167° 45.5.38

GOOD DAY SMOOTH SAILING

DAILY CRUISING LOG

SUN MY B-DAY

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-15	1201 AM		BIG ISLAND	PAGE	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					GOOD FOR 1/2 THE DAY / SLOW SAILING

JOURNAL

S 13° 45' 54.26'
W 168° 28' 30.90

4.7 KN W 269 T

SLOW DAY, NIGHT GOT A LITTLE BETTER

NO FISH ✓

DAILY CRUISING LOG

MON

d2 (29)
DS8/29 PHW

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-16	1201 AM		BIG ISLAND	PAGE	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					PERFECT DAY 10 TO 15 KNOTS SUNNY

JOURNAL

ROUND A FISH TRAP AND HOOKED A SHANK BULL UP BY THE TRAP

S 13° 47.562' S
W 169° 5.307 → FISH TRAP

MARKER 070

HEARD FROM JEFF FINALLY, HE SAID HE HAS BEEN THINKING FOR A WEEK IN BORA BORA RESTING UP, HOW NICE TO LET ME KNOW A WEEK LATER THAT HE ARRIVED SITED LAND TODAY TAUTAMARU ISLANDS, FIRST LAND SINCE WE LEFT HI

DAILY CRUISING LOG

TUC

Date	Time Start	Time Finish	Cruise From	Cruise To
11-17	1201 AM		BIG IS HI	PAGO
Engine Hours		Gen-Set Hours		Engine
Start	Finish	Start	Finish	Avg. RPMs
Weather/Sea Conditions				
FAIR COAST				

JOURNAL

SIZED ISLAND TODAY

S 14° 20' 34.03"

W 170° 20' 43.38"

SW 226 T 4.3

DAILY CRUISING LOG

2020 WSD

d2 (30)
D58/30 hr

Date	Time Start	Time Finish	Cruise From	Cruise To
11-18	1201 AM		BIG IS HI	PAGO PAGO
Engine Hours		Gen-Set Hours		Engine
Start	Finish	Start	Finish	Avg. RPMs
Weather/Sea Conditions				
RAIN NICE NO WIND SQUALLS SOME RAIN				

JOURNAL

WENT TO PAGO PAGO HARBOR TO CHECK IN. SAILING IN NO MOTION TOOK HOURS AFTER GETTING CLEARANCE TO ENTER FROM PORT MASTER. 12:30 PM PORT MASTER GAVE INSTRUCTIONS FOR ARRIVAL AND THAT WE WOULD ALL HAVE TO TAKE A CIVY TEST AND THE POLICE WOULD COME. THE 2 BIBLE THUMPERS ON MY BOAT REAKED OUT AND THREATENED THAT THEY WOULD DO SOMETHING RASH TO NOT TAKE THE TEST AS IT IS A RELIGIOUS BELIEF AND REQUESTED TO LEAVE. I RELUCTIANTLY LEFT NOT THINKING CLEARLY AFTER 6 WEEKS AT SEA. THE ONLY THING HAS ME UNNERVED EVEN KNOW I TOLD PORT MASTER I WOULD TAKE THE TEST. PORT MASTER SAID WE COULD NOT COME IN UNLESS WE ALL TOOK THE TEST. WE TURNED THE BOAT AROUND AS IT WAS ABOUT TO RUN AROUND AT THE BEACH BEFORE THE PORT. I HAD ASKED PORT MASTER IF THERE WAS ANYONE WHO COULD TALK US BUT HE DECLINED. I ASKED PORT MASTER IF I COULD THROW OUT AN ANCHOR HE SAID NO. WE TOLD PORT MASTER WE WERE OUT OF WATER NONE OFFERED. WE HAVE 5 GAL LEFT.

DAILY CRUISING LOG

2020 ADUS

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-19	1201 AM		BIG IS HI	WALL IS	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					NO WIND

JOURNAL

SAT OUT FRONT OF PALO ALTO
NO WIND RAN A DAY

S 14° 24, 17.13

W 171° 7 28.4

STARTED RASHING THE WATER
AS WE ONLY HAVE 7.5 GAL LEFT
AND AN UNKNOWN AMOUNT IN BACK
TANK

DAILY CRUISING LOG

d2 (31)
DS8/31 dh

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-20	1201 AM		BIG IS HI	WALL IS	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					GOOD WIND LOTS OF RAIN C-TORNS

JOURNAL

S 14° 8' 21.99"

W 172° 21 12.88"

2.9

NW 307

YFT FISH EVERYWHERE

DAILY CRUISING LOG

SAT

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-21	12:01 AM		BIG ISLAND	WALLIS	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					GOOD WEATHER

JOURNAL

S 13° 48' 16.29"

W 172° 50.2679"

3.3

NW 319

B&W LOOKING AT THAT ISLAND FOR
 DAYS NOW! AFTER NOON NO WIND

DAILY CRUISING LOG

SUN

11-22 (30)
 D58/32

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-22	12:01 AM		BIG ISLAND	WALLIS	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					BAD STORMS ALL NIGHT & DAY

JOURNAL

VERY HIGH WINDS AND BAD
 RAIN ALL DAY. DAMAGES
 TO THE BOAT

LEFT MESSAGE TO P EMAIL
 AT 4:50 PM FOR ACCESS TO
 WALLIS ISLAND

S 13° 36' 47.72"

W 174° 8' 53.61"

4.4 KN

SW 236°

NZ COAST GUARD GOT BACK TO
 ME RIGHT AWAY. I COULD NOT
 BELIEVE THAT THEY DID. THEY WANTED TO
 KNOW MY POSITION AND CONDITION. I TOLD
 THEM, THEY WERE CONCERNED SINCE WE
 WERE IN A VERY LARGE STORM AND
 THAT WE HAD BROKEN GEAR ON BOARD.
 THEY ASKED THAT WE GIVE THEM
 UPDATES HOWEVER

DAILY CRUISING LOG

mon

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-23	1201 AM		BIG ISLH	WALLIS	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					NOVET WIND WAVES ALL DAY + NIGHT

JOURNAL

S 13° 43' 18.09"

W 174° 30' 44.56

OPERATIONAL FIJI
ONLY MADE 10 KM ~~PER~~
TOWARDS THE ISLAND.
~~THROUGH~~ THE NIGHT

GIVE OPERATIONS FIJI UPDATES
CONSTANTLY OF OUR POS + CONDITIONS

DAILY CRUISING LOG

d2
DS8/32 wh
33

~~TCIL~~

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-24	1201 AM		BIG ISLH	WALLIS	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	
					BAD BAD BAD

JOURNAL

S 13° 55' 33.24"

W 174° 42' 19.11"

WSW 242

1.8 kn

S 13° 56' 53.66"

W 174° 43' 20.07"

CONDITION ALL RUINED UP!

HOLDING TOGETHER SO FEAR

~~TRASH~~ TRASH + FENDERS WASHED
OUT FROM UNDER NETS RAFT
LOST

DAILY CRUISING LOG

TUE

Date	Time Start	Time Finish	Cruise From	Cruise To	
V-24	1201 AM		BUB IS #1	WALLS	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	BEARMOON ALL DAY + NIGHT

JOURNAL

SAW LOTS OF TUNA
 S 13° 23' 30.17"
 W 175° 15' 12.69"
 2.1 KN
 W 275 T
 GAVE UP DATES OF POS 2 on 3
 TIMES TO OPERATIONS

DAILY CRUISING LOG

WED

12 (39)
 158/34
 dw

Date	Time Start	Time Finish	Cruise From	Cruise To	
11-25	1201 AM		BUB IS #1	WALLS	
Engine Hours		Gen-Set Hours		Engine	Weather/Sea Conditions
Start	Finish	Start	Finish	Avg. RPMs	BEARMOON ↑

JOURNAL

SUCKS

S 13° 11' 55.41"
 W 175° 35' 11.63"
 .09 KN
 NNW 288° T
 GAVE UPDATES OF POSITION
 TO OPERATIONS
 I ASKED WHICH ENTRY SHOULD WE
 USE, AND THE REPLY WAS
 SOUTH - HONIKULU
 SAW AN EXPLODING SHOOTING STAR 12:20 AM
 S 13° 23' 723"
 W 176° 13' 268"
 WP 016
 B 251
 S 13° 21' 11.24"
 W 176° 11' 53.26"
 MIGHT HOLD OUTSIDE OF HARBOR
 W 17 BON HARBOR MASTER

RADIO LOG

Vessel Name

Radio Call Sign

Coast Guard VHF Radio Requirements:

1. Must enter each distress (Mayday) message sent OR heard.
2. Must enter each urgency (Panpan) for safety (Security) message you send.
3. Must enter data on installation and servicing of radio.
4. All entries must be signed by operator.
5. Must retain Radio Log one year minimum from last entry.

Date	Time	Channel	Station Called	Location / Remarks	Operator Signature
				ISIC CALVIN DANIAN	
				AUG 3 2000	
				SHUKREE ABDULLA	
				03 04 1994	
				DINO FRANCES	

RADIO LOG

d2 (35)
D58/35
etw

Vessel Name

Radio Call Sign

Coast Guard VHF Radio Requirements:

1. Must enter each distress (Mayday) message sent OR heard.
2. Must enter each urgency (Panpan) for safety (Security) message you send.
3. Must enter data on installation and servicing of radio.
4. All entries must be signed by operator.
5. Must retain Radio Log one year minimum from last entry.

Date	Time	Channel	Station Called	Location / Remarks	Operator Signature
				SHIP NAME ZULU TIME	
				US CIT	
				REGISTRATION 628537	
				LENGTH 39'	
				LAST PORT KAILUA BAY	
				10-4-2020	
				ETA TO WAUS 30 TO 40 HR	
				GPS 13° 43' 11.49"	
				W 174° 30' 9.01"	
				3-POB	
				US CITIZEN	
				11-15-1962	
				3-4-1994	
				8-3-2000	
				PHONE DRUMMED	
				008-365-3548	

INVENTORY

dz
DS8/36
36
ehw

Dockside Yacht Surveys Service

Page 1 of 13

IN WATER SURVEY REPORT FOR CAPT. MIKE SCHMIDT on this 1980 CAL 39



Purpose of Survey: Condition and Value
Times and Date of Survey: 12 PST 7-27-2020
Location for Survey: On water at slip in Hawaii
Weather Conditions: Clear, 78 deg. Winds<10 kts.

VESSEL IDENTIFICATION USCG DOCUMENT 628537
VESSEL NAME: Zulu Time
Registration: OFFICAL HULL ID NUMBER 628537 **HIN:** NO628537NET21 **Year:** 1980
Vessel Type: Auxiliary Sailboat
Make and Model Description: Masthead Sloop
LOA: 38.8 **Beam:** 11.8 **Draft:** 6
LWL: 30.08
S.A. 719.00 ft
GROSS TONNAGE: 17 GTR#
Displacement: 14,600 lbs
Ballast: 7000 lb lead
Builder: Jensen Marine /Cal Boats (USA) **Designer:** William Lapworth **CONSTRUCTION**
Hull: 39 FG Fiberglass and resin Fin Keel w/spade Rudder

The vessels hull number/mold



d 2 (37)
DS8/37/40

Shoal draft version:

Rigging Masthead Est Forestay Length 50.71'

Deck: FG Fiberglass and resin

Hull to Deck Joint: Bolted fiberglass and resin

Cabin: Bolted fiberglass and resin

Bulkhead(s): FG Fiberglass and resin and wood laminate

Flooring: Bolted fiberglass and resin supporting wood floors and wood laminate soles

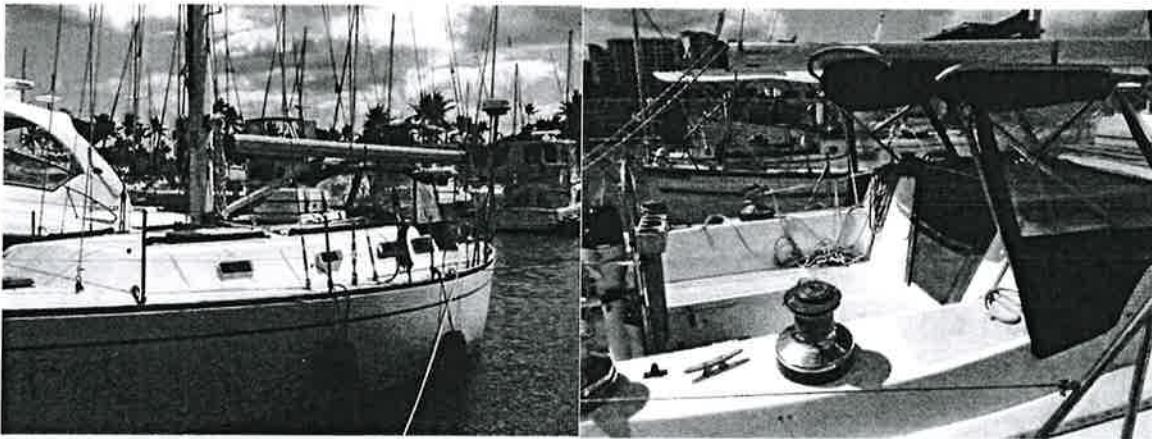
Ballast/Keel: "Fin" type lead ballast thru bolted to keel with 3/4" stainless steel fasteners

Hatches and Port Lights: Port lights in cabin trunk sides are Lemmar, hatches are aluminum and plexiglas

CONSTRUCTION COMMENTS

Hull sides are showing no major defects
new antifouling paint observed at the time
of this inspection no Localized dry rot

Cockpit access hatch drains are free from fouled. Decks and cabin tops are firm under foot.



PROPULSION MACHINERY AND RUNNING GEAR

Engine(s): Perkins 4108 diesel engine Direct Drive

Horse Power 48hp

Engine Serial Number(s): ED221950 547812F

Engine Hours: unknown

Coolant System: Raw water and fresh water cooled

Ignition Protection: Spark arrest screen in place, sealed starter

Fuel System: (1) diesel tank w/shut off valve to strainer to filter to engine inlet

Alternator 63 Amp

Exhaust System: Rigid metal pipe to metal vertical mounted water muffler to wet exhaust hose

along port side to AWL exit

Engine Space Ventilation: Combing stern cowls w/12V DC blower

Transmission Type: Perkins 4108

Shaft Seal Type: Drip-Less

Shaft Type: 1" Stainless Steel

Shaft Bearing: (1) 1" X 1.5 X 4" pressed into stern log w/ set screws

d2 (38)
DS8/38_{eh}

Propeller Type: 3 Bladed Prop (1) bronze type

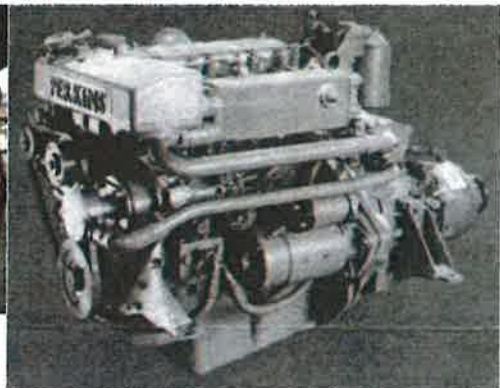
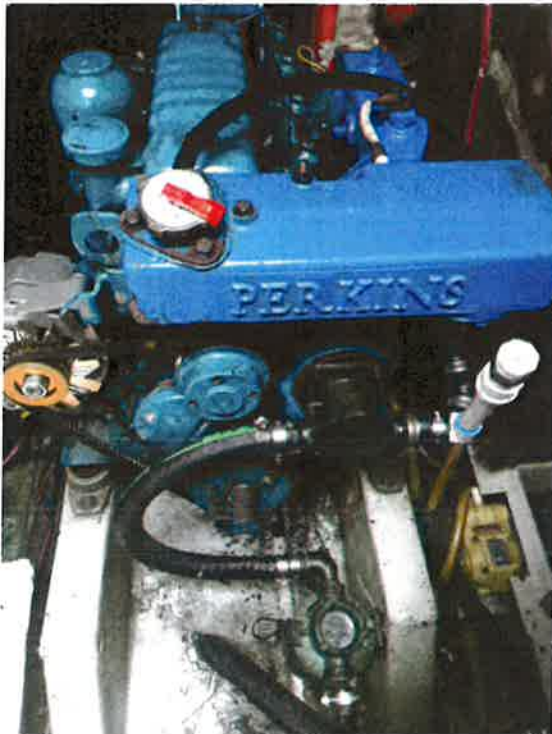
Rudder Type: Solid fiberglass w/stainless steel post, strapping and gudgeons

Steering System: Folding Wheel mounted on pedestal

Rudder Post Seal(s): Bronze tube w/packing cap w/set screws to post. Upper rudder post is keyed stainless.

PROPULSION AND RUNNING GEAR COMMENTS

Engine was operated at time of inspection ran perfectly and was put in forward and reverse and is a recent install with working gages. Tachometer was not functioning, I recommended a simple fix.



d2 (39)
DS8/39
ehu

TANKAGE

Freshwater Tank(s) 2-Tanks 25 and 45 Gal Secured and vented

Freshwater Tank Construction Type: Polyethylene

Waste Tank(s): Secured and vented along portside hull Polyethylene

Waste Tank Capacity: 40 gal.

Waste Tank Construction Type: Polyethylene

Fuel Tank(s): Secured and vented beneath berth

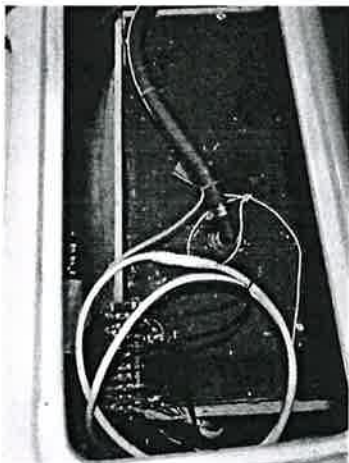
Fuel Tank Capacity: 45 gal

Fuel Tank Construction Type: Aluminum

TANKAGE COMMENTS

Fuel tank is grounded with wire/ no leaks or rotting very good shape inside under 1/4 berth

Holding tank inlet hose is mounted properly /Water tank has deck fill/Water tank was full and no leaks.



PLUMBING SYSTEMS

Freshwater System: FW tank supplies: WC vanity basin-drains BWL, Galley basin-(1) drains BWL

100
100
100

d2 (40) D58/40 chw

Waste System: Macerator pump w/RW inlet BWL to discharge line to "Y" valve to direct OB BWL or to holding tank and main deck evacuation is in working order. Self contained compost system.

PLUMBING SYSTEM COMMENTS

*The Bilge was clean and float with pump is working.
vented loops/FW high press MSD discharge and inlet lines have
values, water plumbing was proven a time of survey/MSD to work with no leaking.*

STANDING RIGGING

Rig Type: Single spreader keel stepped sloop

Mast and Boom Material: Le Fiell aluminum mast(painted)/Boom-tubular aluminum w/stainless steel hardware

Head Sail Handling System: Harken Furler MKIV Unit 4

Main Sail Handling System: Track Foil (2' / 610 mm) bottom

Stays and Shrouds: 1 X 19 stainless wire

Turnbuckles: Open body stainless steel

Chain Plate Type: Solid stainless steel thru deck bolted to bulkheads and straps

STANDING RIGGING COMMENTS

Standing rigging inspection was performed at deck level and below and is substitutable condition. Chain plates below deck are NOT water damaged/Cotter pins have been replaced and rigging was tuned. Upon inspection running and standing rigging looks in good shape.

RUNNING RIGGING

Winches: (4) Two Speed Electric Harken Chrome Radial Self Tailing halyard winches winches on cockpit combing.

Boom (1) Lewmar Chrome Self Tailing two speed primary boom mounted

Deck (2) Lewmar Chrome Self Tailing two speed primary boom mounted

Cockpit (2) Lewmar Chrome Self Tailing two speed primary boom mounted

Blocks: Assorted deck mounted turning and fairlead blocks located on cabin top, mast base and cockpit coamings.

Halyards: (5) Static Dyneema with shackles

Sheets: Samson braid

Furling Unit Harken MKIV Unit 4

Furling Sheet: Static Dyneema

Travelers: Harken Aluminum track spanning top deck aft of mast

Jib Sheet Lead Tracks: aluminum deck mounted

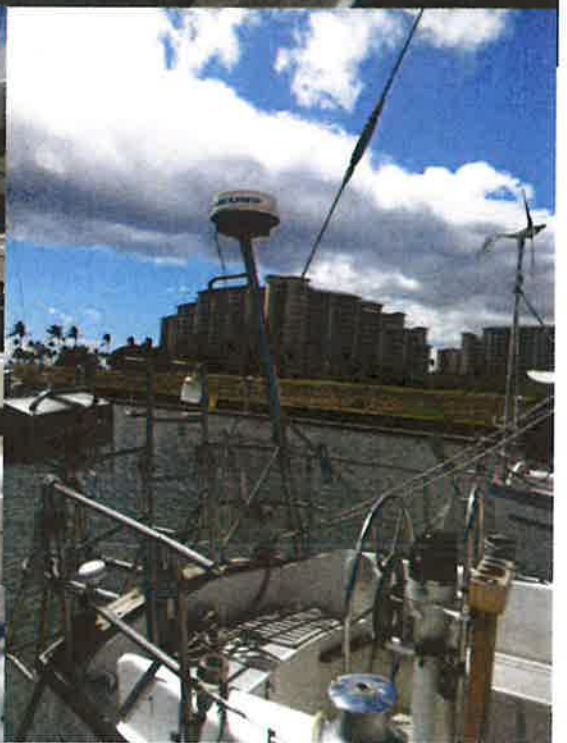
Sails: (5) ULLMAN SAILS (1)Dacron main sail stowed on boom, (1)135 FIBERPATH Racing Jib Sail (1) 150 FIBERPATH Racing Jib Sail (1) .25oz Asymmetrical Spinnaker (1) .75oz Asymmetrical Spinnaker

BOWSPRIT OPTION Yes, one is installed



Handwritten scribbles or marks in the top left corner.

d2 (41)
DS8/41 ehw



RUNNING RIGGING COMMENTS

Winches turn easy/mainsail was hoisted during survey and was functional and all new line.

1. 10. 32. 1

d2 (42)
D58/92 chw

ANCHORING SYSTEM

Bow Anchor: #45 CQR galvanized steel plow type
Anchor Rode: 65' galvanized chain to 3 strand nylon braid 300'
Spare Anchor: #45 CQR galvanized steel plow type
Anchor Rode: 30' galvanized chain to 3 strand nylon braid 250'
Winch: Electric Windless SIMPSON-LAWRENCE

ANCHORING SYSTEM COMMENTS

Anchor windlass was tested at time of survey- worded and was marked.

ELECTRICAL SYSTEMS

Battery Engine(s): (1) GP 27 12V DC lead acid in box portside cockpit lazarette
Battery House(s): (4) 6V DC lead acid in box starboard side inside lazarette
Battery Switch(s): (1) heavy duty mounted in Portside electrical panel
110V Charger: Mounted type DC 30AMP with proper cord
Solar (2) 130w Panels
Engine Driven Charger: Yes
Shore power: Yes 30AMP w/cord
Generator: NO
DC Panel: Flush mounted above chart table
AC Panel: Yes
Interior Lighting: Yes
Bonding System: complete

ELECTRICAL SYSTEM COMMENTS

Amp meter shows no draw when battery switch turned on/Positive battery cable observed and clean and secure

INSTRUMENTS AND LIGHTS

RADAR Yes mounted on stern
VHF Radio: Yes ICOM below at chart table w/hand unit in cockpit
GPS: Yes (3 units) (1)Raymarine RL70 (1)Garmin (1) Ipad with AIS (1)Laptop GPS (1) VHF GPS (1) Hand Held
Depth Finder: Yes and was tested working
Speedometer: Yes
Compass: (1) Ritchie magnetic compass' mounted in on pedestal
Wind Instruments: (1)Davis windex-on mast top (1) Electric Garmin w/wind speed.
Units were tested and working
Engine Monitoring: Panel in cockpit-*tested working*
Side Lights: Mast head tri color-unproven
Stern Light: Yes mounted on stern railing *tested working*
Anchor Light: Mast head- *tested working*
Deck Lights: Spreader mounted- *tested working*
Steaming Light: Yes- *tested working*
Horn: Portable compressed gas
Interior Lighting: Yes

INSTRUMENTS AND LIGHTS COMMENTS

Engine oil and temp gauges are operational/Boat equipped with transducer for repeater/spreader lights wire at bus bar in cabin

10-10-1918

d2 (43)
DS8/43 eh



DEWATERING SYSTEMS

Electric Bilge Pump: (1) 12V DC Rule 1500 w/automatic switch-operational

Manual Bilge Pump: (1) Diaphragm type-with discharge hose

Sump Pump: No

Cockpit Drains: (4) drains in cockpit to BWL thru hulls, deck level scuppers and waterways to

sea, copper pipettes in cockpit lazarette and hatch ways drain to main cockpit drain lines

DEWATERING SYSTEMS COMMENTS

VESSEL AMMENITIES

Berths: (1) Forward berth, (3) Berths in salon

Bathroom Yes (1) w/shower, sink, and compost toilet

Upholstery: Vinyl coverings cockpit and material for inside salon area

Private Head: Yes

Shower Yes

Ice Box Refrigeration: 12 Volt DC port side with counter top access

Water Heater: Yes

Stereo System: Yes

Galley Range: Stainless Steel (3) burner & oven LPG

Microwave Oven: Yes

TV (2) 110v Color TV's

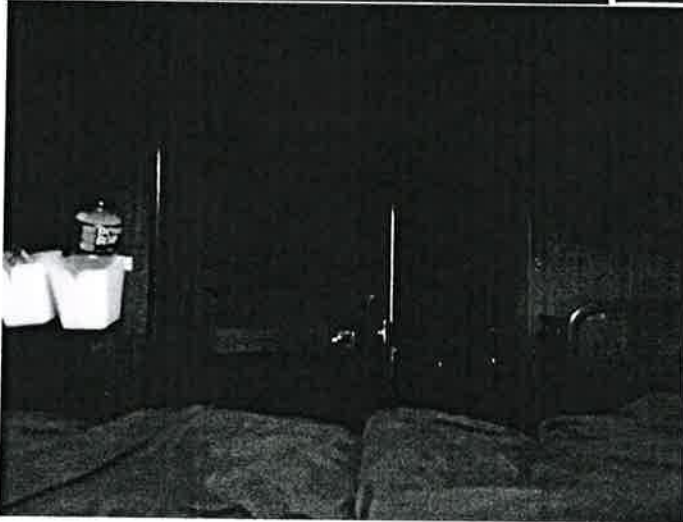
Galley Sink: Yes *Fresh and Raw water*

Canvas: Main sail cover and bimini/awning panels

Propane Tank Yes mounted in stern lazarette and securely strapped w/12volt S/W shutoff and S/W at main panel

Handwritten text in the top left corner, possibly a signature or date, appearing as "10/10/10".

d2 (44)
DS8/44 edw



(45)

d 2
DS8/45 etw

VESSEL AMMENITIES COMMENTS

SAFETY GEAR

PFD'S: (4) Type I, (4) Type II, (4) Type IV

Life Lines, Pulpits and Gates: Pulpit installed, lifelines and stanchions installed

Distress Signals: Hand held flares

Flare Guns (2) 12 Gauge Flares are up to date

Hand held Flares are up to date

Fire Extinguishers: (4) Type B-1

Fire Suppression in Machinery Space: No

Thru Hull Plugs: Yes

Navigation Rules: Yes

Oil Discharge Placard: Yes

Bund Signal Device: Portable compressed gas type

CO Vapor Detectors: Yes

SAFETY GEAR COMMENTS

Raft Yes, new 4 man inflatable dingy yr2020 with 4HP
4 stroke outboard

Raft Yes 6 man emergency inflatable

Outboard Motor Yes 4.5hp 4 stroke

SCOPE OF SURVEY AND SURVEYOR'S GENERAL COMMENTS

By request of Mike Schmidt and without prejudice, this vessel was inspected for a Condition and Value report on two separate days while out of the water on stands and while slipped.

The inspection started at her keel and proceeded to her underwater hull surfaces, thru-hulls, rudder, propeller shaft, hullsides, decks, deck rigging, cockpit lazarettes and interior spaces.

No materials or equipment were removed from the vessel for the purpose of testing. All resulting observations and recommendations were acquired through visual, tactile and audible methods.

While vessel was in the water at the slip no leaks were detected or seen. Vessel was inspected during a light rain and no leaks were detected inside of the vessel.

It is evident that Mr. Schmidt has spent a great deal of time repairing the vessel surfaces, improving the plumbing systems, replacing the propulsion machinery and electrical systems. Given the vessels age and degree of rehabilitation I rate her in excellent condition.

The surveyor does rate this vessel in excellent condition to pursue her intended use as an auxiliary powered sailboat.

UNDERWATER THRU-HULL REPORT

The surveyor discovered and inspected (5) thru-hulls, (1) transducer and (1) Zinc Plate All (5) thru-hulls appeared to be properly seated and free from corrosion.. The (5) are comprised of (1) MSD inlet with shut off valve, (1) unused inlet with shut off valve and plug, (1) galley sink drain with shut off valve, (1) cockpit drain/bilge pump discharge with shut off valve,(1) engine exhaust AWL, (1) MSD discharge with shut off valve, (1) head sink drain with shut off valve, (1) cockpit drain with shut off valve, (1) SW wash down inlet with shut off valve.

d2 (46)
D58/46
ew

SURVEY QUICK REPORT

FUEL STATUS COMMENTS

- ✓ Fuel Deck Fill Grounded
- ✓ Fuel tank rust free
- ✓ Fuel tank leak free
- ✓ Fuel tank secured in place
- ✓ Fuel shut off valve at tank
- ✓ Engine space clean
- ✓ Fuel tank vent OB
- ✓ Fuel Pump Marine Grade
- ✓ Fuel filter secured
- ✓ Blower hoses hole free
- ✓ Marine grade engine accessories

THRU-HULLS AND HOSE

- ✓ Below WL thru-hulls equipped with shut off valves
- ✓ Shut off valves in good working order
- ✓ Thru-hulls free from obstructions
- ✓ Cockpit drains and scuppers water tight to hull
- ✓ All hoses marine grade and in good working order 0 MSD system-see plumbing
- ✓ Dewatering systems operational Manual pump
- ✓ Engine RW strainers in good condition

ELECTRICAL

- ✓ Wiring marine grade and in good condition
- ✓ Ignition Protected Starter
- ✓ Batteries secured/proper connections/covered terminals
- ✓ Are circuit breakers functional
- ✓ Dedicated breaker for each application
- ✓ Bonding system continuity complete
- ✓ Wire runs free from multiple splices
- ✓ Crimp type marine grade terminations

CONSTRUCTION

- ✓ Sound hull to deck joint
- ✓ Transom free from cracks and delams
- ✓ Deck fittings free from cracks and leaks 0 cockpit drains and chain plates
- ✓ Hull free from damage

RIGGING

- ✓ Mast and Boom Deck level inspection only
- ✓ Standing Rigging Deck level inspection only

SAFETY GEAR

- ✓ Adequate PFD'S
- ✓ Adequate fire extinguishers B-I/B-II, secured and charged
- ✓ Adequate flare/distress signals day and night
- ✓ Adequate sound producing device
- ✓ Adequate navigation lights operational
- ✓ Life Lines and Railing installed
- ✓ CO Alarm
- ✓ Anchoring system

d z (47)
DS8/47
ehw

RECOMMENDATIONS

1 - An independent survey of rigging from a rigging company

SAFETY ITEMS

DEWATERING SYSTEMS

INSTRUMENTS AND LIGHTS

ELECTRICAL SYSTEMS

ANCHORING SYSTEMS 2 - Run out anchor rode, inspect and properly mark

RIGGING 3 - Clean all chain plates and re-seal through deck locations

TANKAGE

PLUMBING SYSTEMS

PROPULSION AND RUNNING GEAR

CONSTRUCTION

AMMENITIES

SURVEYOR'S CERTIFICATION OF THIS REPORT

I believe that to the best of my knowledge and belief:

The statements in this Survey Report are true and correct.

Survey Report is a statement of the surveyor's personal visual, tactile and audible observations of accessible areas. No dynamic load testing, electronic materials analysis or material coring was performed during the course of the inspection.

Machinery, tanks and gear were inspected without disassembly.

I have no personal interest or bias with respect to the parties involved. My compensation is not contingent upon the reporting of a certain value or direction in value which favors the cause of the client, the amount of the value estimate, the attainment of a stipulate result or the occurrence of a subsequent event.

This Survey Report was prepared exclusively for Mr. Schmidt for the purpose of determining the vessel's Condition and Value at the time of inspection and should be considered as an entire document. No single page is meant to be used as part of the whole.

This Survey Report is valid at the date and time of inspection and is not a warranty of the condition of the vessel or associated equipment. Any verbal discussions between the surveyor, the client and his/her agents may or may not be reflected in this report and as such, the surveyor cannot be held responsible for any misstatements.

In the course of enjoying your vessel, routine maintenance will be required. Without proper attention, your vessel will run the risk of increased frequencies for equipment failures and danger to life and limb.

The values submitted with this report are the surveyor's best opinion based on current publicly available market sources.

This survey may not be used for any insurance claims made on the vessel for the purpose against the surveyor. No warranty is made by this survey.

Present Market Value: \$ 47,000.00

Value after Recommended Items are Satisfied: \$ 57,000.00

Replacement Value (new FRP only): \$199,000.00

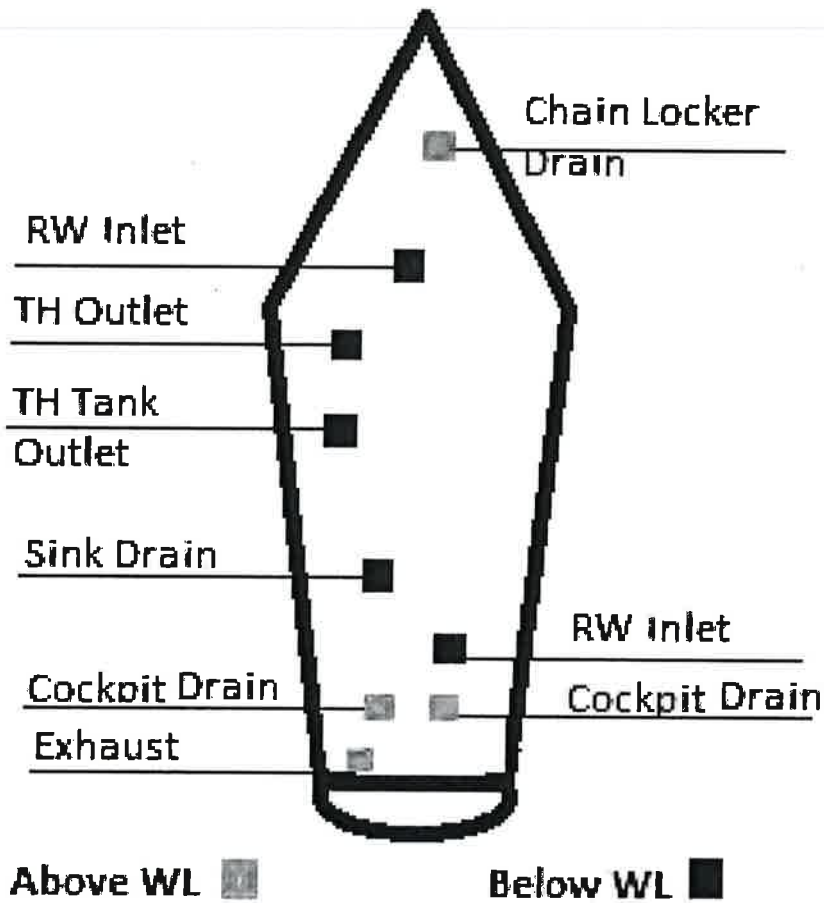
Respectfully

W. G. R. S. I.

d2
DS8/48
efw
48

Notes

Based on design; tall rig



SURVEY COMPLIES WITH THE UNITED STATES COAST GUARD (USCG), UNDER THE AUTHORITY OF TITLE 46 UNITED STATES CODE (USC); TITLE 33 AND TITLE 46, CODE OF FEDERAL REGULATIONS (CFR).

7/27/2020

By Capt. Jeff Mckinley

1-541-403-1931

w/ Training Electrical on Gas and Turbo Diesel
docksideyachtsurveys@gmail.com

DS8/49-1
ehw



MARKEL AMERICAN INSURANCE COMPANY

GLEN ALLEN, VIRGINIA

WATERCRAFT DECLARATIONS PAGE

Policy Number: MHY00000557672	Agency Number: 10206 - 0000002	Effective Date/Transaction: 08/21/2020 New
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Policy Period: From 08/21/2020 **To** 08/21/2021 **12:01 A.M. Standard Time at Your Mailing Address**

Forms and Endorsements

- MIIY5001-0114 - The Helmsman Yacht Policy
- MHY5005-0108 - Additional Insured - Designated Marina Endorsement
- MHY5010-0108 - Agreed Total Loss Actual Cash Value Partial Loss Endorsement
- MHY5015-0108 - Carbon Monoxide Limitation Endorsement
- MHY5016-0710 - Valuation Changes - Engine - Actual Cash Value Endorsement
- MHY5071-0108 - Named Peril Machinery Endorsement
- MHY5074-0108 - Additional Navigation Restrictions Hawaii Endorsement
- MHY5080-1209 - Liveaboard Endorsement
- MHY5030-0220 - General Amendatory Endorsement
- MHY5093-0216 - Named Peril Rigging Endorsement
- MIL1214-0917 - Trade or Economic Sanctions Endorsement

Loss Payee

Producer **Customer Ref#**

Signed on 2020-08-21 **at** NEWPORT BEACH, CA *John K Clark*



MARKEL AMERICAN INSURANCE COMPANY
 GLEN ALLEN, VIRGINIA

d z
 DS8/49 etc

49

WATERCRAFT DECLARATIONS PAGE

Policy Number: MHY00000557672	Agency Number: 10206 - 0000002	Effective Date/Transaction: 08/21/2020 New	
Policy Period: From 08/21/2020 To 08/21/2021 12:01 A.M. Standard Time at Your Mailing Address			
Insured Name and Mailing Address MICHAEL D. SCHMIDT, 2ND 92-100 WAIPAHE PL Kapolei, HI 96707		Your Agent 949-423-7881 AMIS - NEWPORT 2700 NEWPORT BLVD #190 NEWPORT BEACH, CA 92663	
Yacht Description: 39' 1980 CAL JENSEN MARINE		HIN: NO628537NET21	
Tender:			
Yacht Mooring Location: Kapolei, HI 96707			
Navigation Limits: The waters of the seven (7) major Hawaiian Islands, not to exceed fifty (50) miles offshore any one island. Additional navigation al restriction in endorsement MHY5074.			
Lay-Up: None From: To:			
COVERAGE	LIMIT	ELECTED DEDUCTIBLE	PREMIUM
Hull, AV total/ACV partial	\$47,000	\$940	\$1,927
Protection and Indemnity	\$500,000		\$211
Uninsured Watercraft	\$500,000	\$0	incl.
Medical Payments	\$10,000	\$0	incl.
Oil Pollution Liability	\$997,100	\$0	incl.
Longshore and Harbor Workers' Compensation	Incl.		Incl.
Personal Effects	\$2,500	\$250	incl.
Emergency Towing and Assist	\$1,000	\$0	\$5
Rental Reimbursement	\$1,000	0	incl.
		Endorsment Premium: \$300.00	
		Unit Premium: \$2,443.00	
Minimum Earned Premium \$200.00*		Policy Taxes/Fees: \$0.00	
*\$0 in GA, OH and SC		TOTAL ANNUAL PREMIUM: \$2,443.00	



8/24/2020

MICHAEL D. SCHMIDT, 2ND
92-100 WAIPAHE PL
Kapolei, HI 96707

Hi MICHAEL:

Thank you for choosing Markel, the watercraft insurance expert. We're pleased to have you as a customer. Rest assured, we know how much your watercraft means to you. For now, please take a moment to review the enclosed policy documents to make sure everything is correct. If something doesn't seem right or if you need additional help, call your agent reflected on the Declarations page.

If you want to make a payment by phone, please call your agent or to make a payment online, please visit markelamerican.com/pay.

And thanks again for letting us protect you and your watercraft.

Happy Boating!

Markel American Insurance Company
Specialty Insurance by Real Specialists

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MARKEL AMERICAN INSURANCE COMPANY

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

1/10/2018

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Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can't you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none">• Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none">• Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you. <ul style="list-style-type: none">• Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy , call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.
For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy , call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy .
For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.
Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.



MARKEL AMERICAN INSURANCE COMPANY

P.O. Box 906 Pewaukee, WI 53072-0906 (262) 548-9880 Fax (262) 544-4443

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8/24/2020

MICHAEL D. SCHMIDT, 2ND
92-100 WAIPAHE PL
Kapolei, HI 96707

RE: Quote or Policy #: MHY00000557672

Dear MICHAEL

Thank you for choosing Markel American Insurance Company to service your insurance needs or provide a quote. We appreciate your business.

As you may know, many insurance companies, including Markel American, consider your insurance score in rating. Independent studies indicate that an insurance score is an extremely reliable predictor of insurance losses. Taking this information into consideration also helps us to provide you with the most accurate and fair rate.

Your insurance score was used to determine your rate. You are receiving this notice, as required by law, because your rate was adversely affected by your insurance score. Your insurance score was primarily influenced by the following factors from your credit report:

ACCTS BAD DEBT IN LAST 24 MOS OR DEROG PUB REC OR COLLECTION IS 1 OR MORE NO BAD DEBT ACCTS LAST 2 YR OR NO DEROG PUB RECS OR NO COLLECTION IS BETTER

TIME SINCE MOST RECENT ITEM REPORTED BY COLLECTION AGENCY IS 7 MONTHS OR LESS HAVING NO COLLECTION AGENCY ITEMS IS BETTER

INSUFFICIENT INFORMATION ON BANK REVOLVING ACCOUNTS NO BANK REVOLVING ACCOUNTS ON FILE

INSUFFICIENT INFORMATION ON AUTO FINANCING ACCOUNTS AUTO FINANCING ACCOUNTS ARE NO LONGER ACTIVE OR THEY ARE CLOSED

The consumer reporting agency identified below supplied us with information used to determine your rate. The consumer reporting agency did not make the adverse decision and is not able to explain why the decision was made. You have the right to obtain a free copy of your report from the consumer reporting agency if you request it from them within 60 days of the date of this notice. You also have the right to dispute the accuracy or completeness of any information contained in the report with the consumer reporting agency. If, as a result of challenging any of the information, the credit report is discovered to be incorrect or incomplete, we will recalculate your rate. If you have a policy with us and the resulting rate is reduced, we will refund the premium back to the beginning of the policy period or the last 12 months, whichever is shorter, pursuant to the Return Premium provision of your policy.

To request a copy of your credit report, please contact the consumer reporting agency:

LexisNexis Risk Solutions Inc.
P.O. Box 105108
Atlanta, GA 30348-5108
Website: www.consumerdisclosure.com
Telephone Number: 1-800-456-6004

LexisNexis Reference Number: **20220151116110**

Thank you for choosing Markel American Insurance Company.

MAM5114-0607



MARKEL AMERICAN INSURANCE COMPANY

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CONSUMER NOTICE OF INSURANCE SCORING

To offer an accurate quote in connection with this application for insurance, we will review the unit owner's credit report or obtain or use a credit-based insurance score based on the information contained in that credit report. We may use a third party in connection with the development of the unit owner's insurance score. Future reports may be used to update or renew insurance.



MARKEL AMERICAN INSURANCE COMPANY

THE MARKEL HELMSMAN YACHT POLICY

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THE MARKEL HELMSMAN YACHT POLICY
READ YOUR POLICY CAREFULLY.

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INSURING AGREEMENT

In return for the premium payment and compliance with all applicable provisions of this policy and any endorsements, we agree to provide the insurance coverages you have selected as shown on the Declarations Page, which is part of this policy.

By accepting this policy, you agree that the statements on the Declarations Page and any application are your agreements and representations. This policy is issued in reliance upon the truth of your representations during the application process and it includes all agreements existing between you and us or any of our representatives.

It is warranted that the **insured yacht** is seaworthy at the inception of this insuring agreement. Violation of this warranty voids this insuring agreement from its inception.

DEFINITIONS

Throughout this policy most words and phrases that have special meanings appear in **bold**. Only the pronouns "we", "our", "us", "you", "your", and "yours" are defined but do not appear in **bold**. This section defines some of the more general terms used in this policy. **Bold** terms that are not listed in this section, are defined within the sections they appear.

1. You, your and yours refer to the 'Insured' named on the Declarations Page.
2. The words we, us, and our refer to the company, shown on the Declarations Page, which is providing this insurance.
3. **Actual cash value** means the **replacement cost** of the lost or damaged property less depreciation.
4. **Bodily injury** means physical injury, sickness or disease sustained by a person including death resulting from any of these.
5. **Constructive total loss** means that the cost to recover and/or repair the damaged property will exceed the applicable limit of insurance.
6. **Contaminant** means any petroleum product, chemical, lubricant, or solvent normally associated with the use and operation of a watercraft.
7. **Design defect** means a flaw in the structural plan of the **insured yacht's** hull or machinery, or any of its components. **Design defect** does not include wear and tear, gradual deterioration, corrosion, rust, electrolysis, osmosis, weathering, **latent defects**, or **manufacturer's defects**.
8. **Family member** means any person related to you by blood, marriage, or adoption (including a ward or foster child) who resides in your household.
9. **Insured** means you and any person, firm, corporation or legal entity that may be operating the **insured yacht** with your prior permission. However, this does not include a paid captain or any paid crew member of the **insured yacht**. Nor does it include any person, firm, corporation or other legal entity or any of their agents or employees operating a shipyard, boat repair facility, marina, yacht club, sales agency, chartering agency, yacht broker, boat service station, salvor, towing service or similar organization.
10. **Insured yacht** means:
 - a. The yacht shown on the Declarations Page, including its spars, sails, rigging, tackle, fittings, machinery and equipment necessary for the safe operation and maintenance of the yacht. It also includes **tenders**.
 - b. A **newly acquired yacht**.
11. **Latent defect** means a flaw in the material of the **insured yacht's** hull or machinery existing when the **insured yacht** or its components were built and not discoverable by common means of testing. **Latent defect** does not include wear and tear, gradual deterioration, corrosion, rust, electrolysis, osmosis, weathering, inherent vice, **manufacturer's defects**, or **design defects**.

12. **Manufacturer's defect** means the improper, incorrect or inadequate manufacturing process of the **insured yacht's** hull or machinery or any of its components. **Manufacturer's defect** does not include wear and tear, gradual deterioration, corrosion, rust, electrolysis, osmosis, weathering, inherent vice, **latent defects**, or **design defects**.
13. **Marine electronics** means electronic devices designed specifically for marine navigation, including fish finders, or marine communication.
14. **Newly acquired yacht** means a yacht that you acquire during the policy period, which is similar to the yacht described on the Declarations Page and is no more than 5 years old, provided we insure all yachts owned by you, and you pay any additional premiums due. The limit of insurance applicable to any **newly acquired yacht** will be the lesser of its **actual cash value** or your purchase price, but not more than 150% of the highest limit shown on the Declarations Page for 'Hull'.
- Coverage as a **newly acquired yacht** will cease if any of the following occur:
- this policy expires;
 - a period of 15 days has passed since you acquired the yacht; or
 - you report the new yacht and its values to us with a request for insurance coverage. If we determine the new yacht to be an acceptable risk, we will charge you additional premium and amend this policy or we will issue a new policy for your new yacht from the date you purchased the yacht.
15. **Non-owned yacht** means any watercraft being operated by you with the owner's permission that is not:
- owned in whole or in part by you or any **resident**;
 - rented or under charter to you;
 - being used for other than private pleasure;
 - available for your regular use;
 - more than 5 feet longer than the **insured yacht**;
 - designed for, or capable of, speeds in excess of 65 miles per hour; or
 - a **personal watercraft**.
16. **Occurrence** means a single event or an accident or series of accidents caused by a single event.
17. **Property damage** means damage to tangible property.
18. **Personal watercraft** means a vessel which uses an inboard engine powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel.
19. **Replacement cost** is the least of the following amounts:
- the applicable limit shown on the Declarations Page;
 - the cost to repair or replace the lost or damaged property using other new property:
 - of comparable material and quality; and
 - used for the same purpose; or
 - Starting the 6th year from the date of manufacture the cost to replace the lost or damaged property with substantially identical property.
20. **Resident** means any person who lives in your home.
21. **Tender** means any auxiliary watercraft, other than a **personal watercraft**, whose main purpose is to service the **insured yacht** for purposes of delivering supplies or ferrying passengers to and from shore. The **tender** must be able to be stored on board the **insured yacht** while the **insured yacht** is under way.
22. **Windstorm** means tropical depressions, tropical storms or hurricanes as designated by the National Weather Service and/or National Hurricane Center.

GENERAL CONDITIONS

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1. Use of the Insured Yacht

If you violate any of the following conditions, coverage will be suspended until you are no longer in violation:

- a. The **insured yacht** is for private pleasure use only. Coverage is not provided for charter, hire, lease or any other commercial use. Recreational entertaining of the **insured's** business clients on the **insured yacht** is not considered commercial use.
- b. The **insured yacht** may be towed overland on its trailer, provided the weight of the **insured yacht**, trailer and any other equipment do not exceed the towing capacity as provided by the manufacturer of the towing vehicle. The **insured yacht** may not be transported overland more than 350 miles by any contract or common carrier. The **insured yacht** may not be transported overland outside of the Continental United States by any contract or common carrier. Any contract or common carrier must be licensed and must provide a certificate of insurance covering the **insured yacht**. This policy is then excess to the coverage provided by the licensed contract or common carrier.
- c. Coverage is not provided anytime the **insured yacht** is being transported as waterborne cargo.
- d. If 'Lay-Up' is shown on the Declarations Page, during the lay-up period shown:
 - i. If the Declarations Page indicates that lay-up is afloat, then the **insured yacht** must be in a safe berth for storage and the **insured yacht** may not be operated except as required to change berths within the immediate berthing location. However, if you are required to move the **insured yacht** for the purpose of safety, repairs, and alterations or for betterments and improvements, coverage will not be suspended.
 - ii. If the Declarations Page indicates that lay-up is ashore, then the **insured yacht** may not be afloat. An **insured yacht** on a permanent lift or hoist will be considered laid up ashore if it is out of commission and properly winterized.

2. Policy Period/Territory

This policy applies only to loss which occurs during the policy period as shown on the Declarations Page, and:

- a. on land within the United States of America and Canada; or
- b. on land or water within the navigation limits shown on the Declarations Page.

3. Misrepresentation or Fraud

All insurance provided by this policy will be null and void if you, at any time, either intentionally conceal or misrepresent any fact, regardless of materiality, or if you misrepresent or conceal any material fact regardless of intent. No action or inaction by us will be deemed a waiver of this provision.

4. Notice of Cancellation

You may cancel this policy by returning it to us or our authorized agent, or by advising us or our authorized agent in writing, stating the future date you want the policy to be cancelled.

We may cancel this policy by delivering or mailing notice of cancellation to the first named 'Insured' at the last address shown in our records at least:

- a. ten (10) days before the cancellation takes effect if:
 - i. the cancellation is for nonpayment of premium; or
 - ii. this policy has been in effect for less than sixty (60) days and is not a renewal policy.
- b. thirty (30) days before the cancellation takes effect in all other cases.

After this policy has been in effect for sixty (60) days, or if this is a renewal policy, we will cancel only:

- a. for nonpayment of premium due;
- b. for misrepresentation or fraud;
- c. for substantial breach of your duties under this policy;
- d. if the risk changed substantially since the policy was issued; or
- e. for failure to comply with our underwriting requirements within 60 days of the term effective date.

Proof of mailing of this notice to the first named 'Insured' will be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice will become the end of the policy period.

This policy will terminate without any written notice and all premiums will be deemed fully earned by us when we pay for a total loss or a **constructive total loss**.

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5. Return Premium

If this policy is cancelled, you may be entitled to a premium refund. If we cancel the policy, any return premium will be computed on a pro-rata basis. If you cancel the policy or if the policy is cancelled for nonpayment of premium, any return premium will be computed on a 90% pro-rata basis. The return premium cancellation is subject to our minimum earned premium. Any return premium will be paid to you within a reasonable amount of time after the cancellation.

6. Conformity to Statute

This policy is subject to established principles and precedents of federal admiralty law of the United States of America, but where no substantive principle or precedent is applicable state law will apply. Any provision of this policy that conflicts with applicable law or regulation is hereby amended to conform to the minimum requirements of the law or regulation.

7. Policy Changes

No change or waiver may be effected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

When we broaden coverage during the policy period, without charge, the policy will automatically provide the broadened coverage.

8. Legal Action Against Us

- a. No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- b. With respect to coverage provided under **PHYSICAL DAMAGE**, no suit or action may be brought against us unless the action is brought within 12 months after the date you first have knowledge of the loss.
- c. With respect to all other coverage under this policy, no suit or action may be brought against us until the amount of a claim against you has been determined or agreed upon.
- d. Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

9. No Benefits to Others

No person or organization which has custody of the **insured yacht** and is to be paid for services, will benefit from this insurance.

10. Transfer of Interest

We do not provide any coverage under this policy if you sell, assign, transfer or pledge the insured property unless prior written consent has been obtained from us.

In the event of your death, this policy will remain in effect until the end of the policy period for:

- a. persons covered under this policy at the time of your death;
- b. your legal representative while acting within the scope of duties of a legal representative; or
- c. any person having proper custody of the **insured yacht** until a legal representative is appointed.

11. Right of Recovery

You may have the right to recover from another party who is responsible for your loss. If we pay your loss under this policy, this right of recovery will belong to us up to the amount that we have paid you. If you, or anyone acting on your behalf, take any action that impairs our right to recover, we may consider this policy void and without effect as to such loss. However, signing written contracts for storage or slip rental or registration forms for sailboat races that include a waiver of subrogation provision will not void this policy.

12. Claim or Suit Against You

You must immediately notify us and send us every demand notice, summons or other legal papers received by you or your representative, if a claim is made or a suit is brought against you for liability that is covered under this policy. We will pay the ensuing cost of the suit and have the sole right to control the defense of the suit. We also have the option of naming attorneys to represent you in the suit.

13. General Duties Following a Loss

You must report immediately to us or our authorized agent any accident, loss, damage, or expense which may

be covered under this policy. This report should give full details about when and where the loss occurred, how it happened and the name and address of all the people involved including all witnesses. You are required to immediately notify the authorities of any theft, vandalism or malicious damage to your insured property, if any injury is involved, or if required by law. You must also permit us to inspect any damage before repairs are made.

After requested by us, you must file within ninety (90) days thereof, with us or our authorized agent, a written statement about the details of the loss. This statement must be signed and sworn by you.

You, as often as we may reasonably require, will:

- a. exhibit to any person we designate all that remains of any property that may be covered under this policy;
- b. submit and subscribe to examinations under oath by any person named by us. If more than one person is examined, we have the right to examine and receive statements separately from each person and not in the presence of the others;
- c. produce for examination and permit extracts and copies of all books of account, bills, invoices, other vouchers and any other tangible items related to the claimed loss, or certified copies thereof if the originals are lost, at such reasonable time and place as may be designated by us or our representative.

You must cooperate with us in the investigation, defense or settlement of any loss.

If you do not comply with these general duties, then no coverage for the loss will be provided.

14. Other Insurance

This policy is excess over any other valid and collectible insurance.

15. Nonrenewal

If we decide not to renew your policy, we or our authorized representative will mail to the first named 'Insured', at the address shown on the Declarations Page, written notice of nonrenewal. The written notice will be mailed to the first named 'Insured' at least thirty (30) days before the end of the policy term. A copy of the notice will also be sent to any lienholder named on the Declarations Page. If we decide not to renew your policy, our mailing of notice to the address of the first named 'Insured' shown on the Declarations Page will constitute proof of notice as of the date we mail it.

GENERAL EXCLUSIONS

No coverage is provided under this policy for loss or damage, liabilities incurred by any person, injury or damages or expenses of any type for loss caused by, resulting from or arising out of:

1. Extended Radioactive Contamination

- a. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purpose.

However, if while the **insured yacht** is within the policy territory, a fire arises directly or indirectly from one or more of the above causes in items a., b., and d., then any loss or damage arising directly from that fire will, subject to the provisions of this policy, be covered. No coverage is provided for any loss or damage, liabilities incurred by any person, injury or damages or expenses of any type for loss caused by, resulting from or arising out of nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

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2. War or any warlike operation. This includes declared and undeclared wars, civil wars, revolutions or any civil unrest.
3. The lawful or unlawful capture, seizure, requisition or detainment of your **insured yacht** by a civil authority or any attempt at any of these.
4. An actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.
5. Preparation for or participation in any race, speed, or stunting contest. This does not apply to sailboats.
6. Willful or intentional misconduct or criminal act on the part of any **insured** or during any illegal activity on the part of any **insured**.

PHYSICAL DAMAGE

1. Coverage
 - a. Hull Coverage (Including **Tenders**)
 - i. Coverage

We will cover sudden accidental direct physical loss or damage to the **insured yacht**.
 - ii. Under 'Hull' Coverage, we do not cover:
 - 1) dock boxes, moorings, cradles, lifts or shore stations;
 - 2) **personal watercraft**;
 - 3) items which are covered elsewhere under this policy; or
 - 4) fuel.
 - iii. What We Pay
 - 1) In the event of a total loss or **constructive total loss**, we will pay the applicable limit on the Declarations Page. However, if there is a total loss or **constructive total loss** to a **tender** that is not described on the Declarations Page and a separate limit for 'Tender Coverage' is not shown on the Declarations Page for it, then the loss to such a **tender** will be adjusted as a partial loss to the **insured yacht**. The most we will pay for loss or damage to such a **tender** will be 5% of the 'Hull' limit, subject to a maximum of \$50,000.00.
 - 2) In the event of a partial loss, we will pay for damage on a **replacement** cost basis, except as described in the Actual Cash Value provision.
 - 3) Actual Cash Value

We will pay for repairs to or replacement of the following lost or damaged property on an **actual cash value** basis:

 - a) sails and protective covers of any type;
 - b) outdrive units and outboard motors starting with the 6th year from the date of manufacture;
 - c) a **tender** that is not described on the Declarations Page and a separate limit for 'Tender Coverage' is not shown on the Declarations Page for it;
 - d) carpeting, upholstery, cushions, and any fabric; and
 - e) bottom paint.

We pay for repairs that are made in accordance with the manufacturer's specifications or accepted repair practices, including spot repair.

If the **insured yacht** was damaged before the loss, we will not pay to repair the prior damage. In the event of a total loss or **constructive total loss**, the amount we will pay will be reduced by the cost that would have been incurred had the prior damage been repaired.
 - iv. Exclusions

We will not pay for loss, damage or expense caused by or resulting from:

 - 1) failure to maintain the **insured yacht** (including its machinery and equipment) in good condition so that the **insured yacht** cannot be damaged by ordinary weather or water conditions or the rigors of normal use. However, we will pay for loss, damage or expense caused by ice and freezing,

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provided you contracted with a commercial marina or repair facility for necessary winterization maintenance;

- 2) wear and tear, gradual deterioration, inherent vice, corrosion, rust, dampness of atmosphere;
- 3) **manufacturer's defects or design defects;**
- 4) **windstorm** for any **tender** that is not described on the Declarations Page and a separate limit for 'Tender Coverage' is not shown on the Declarations Page;
- 5) marring, electrolysis, osmosis, blistering, mold, mildew, wet or dry rot;
- 6) diminution of value;
- 7) **latent defects**, however, any resulting direct physical loss to the **insured yacht** will be covered.

However, for causes of loss under Exclusions 1), 2) or 3) above, resulting direct physical loss to the **insured yacht** caused by fire, explosion, sinking, collision or stranding is covered. We will also pay for resulting direct physical loss to the **insured yacht** for a dismasting if a professional rig inspection was completed within the last two years and any deficiencies that were identified with the standing rigging or chain plates were remedied as recommended and the work was completed by a professional rigger.

b. Personal Effects Coverage

i. Coverage

We will cover sudden accidental direct physical loss or damage to your personal effects, and those of your guests and unpaid crew members, while on board the **insured yacht** or while being loaded on or unloaded from the **insured yacht**. Personal effects are items such as sports equipment, clothing, and other personal items.

ii. Under 'Personal Effects' Coverage, we do not cover:

- 1) accounts, bills, money, traveler's checks, or any other valuable papers or documents;
- 2) jewelry, watches or furs;
- 3) watercraft including **personal watercraft**;
- 4) property which is covered under 'Hull' Coverage; or
- 5) dock boxes, moorings or cradles.

iii. What We Pay

We will pay the **actual cash value** of the personal effects. Our liability for any one **occurrence** will not exceed the limit for 'Personal Effects' on the Declarations Page.

iv. Exclusions

We will not pay for loss, damage or expense caused by or resulting from:

- 1) wear and tear, gradual deterioration, vermin, or inherent vice;
- 2) mechanical or electrical breakdown, unless caused by lightning;
- 3) theft or unexplained disappearance unless there are visible marks of forcible entry or removal;
- 4) **windstorm**; or
- 5) diminution in value.

c. Trailer

i. Coverage

We will cover sudden accidental direct physical loss or damage to your trailer, but only if used exclusively for transporting the **insured yacht**.

ii. What We Pay

We will pay the **actual cash value** of the trailer. Our liability for any one **occurrence** will not exceed the limit for 'Trailer' on the Declarations Page.

iii. Exclusions

We will not pay for loss, damage or expense caused by or resulting from:

- 1) wear and tear, gradual deterioration, or inherent vice;
- 2) mechanical breakdown; or
- 3) diminution in value.

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d. Rental Reimbursement Coverage

i. Coverage

If the **insured yacht** is damaged by a covered cause of loss, we will reimburse you for the reasonable expenses you incur to charter or rent a replacement yacht. We will only reimburse you if the replacement yacht is similar to the **insured yacht** and has a rated speed not in excess of 45 miles per hour. We will only reimburse you:

- 1) during the **repair period**;
- 2) if the **repair period** is longer than 2 days; and
- 3) for expenses you incur after the first 2 days of the **repair period**.

Repair period as used in this coverage means the period of time that begins with the date of the sudden accidental direct physical loss or damage to the **insured yacht**; and ends on the date when the **insured yacht** should be repaired, rebuilt or replaced with reasonable speed and similar quality. The expiration date of this policy will not cut short the period of repair.

ii. Exclusions

We will not pay for hotels, motels or any other lodging ashore, dockage, rental cars or other ground transportation, airfare, meals, groceries or food. We will not reimburse you for costs when the replacement yacht was rented from any **family member**.

e. Emergency Towing and Assistance

i. Coverage

We will reimburse the reasonable expenses you incur resulting from the following services to the **insured yacht** if help is not available and you must obtain commercial assistance:

- 1) towing to the nearest place where necessary repairs can be made;
- 2) delivery of fuel, oil, parts or loaned battery (excluding the cost of the items themselves) or emergency labor, while away from a safe harbor.

If 'Trailer' coverage is shown on the Declarations Page, this coverage also applies to such expenses incurred because the trailer is disabled. However, we will not pay for delivery of fuel to any conveyance transporting the **insured yacht** if the reason the trailer is disabled is because the conveyance is out of fuel.

ii. What We Pay

The most we will pay for any one **occurrence** is the limit for 'Emergency Towing and Assistance' shown on the Declarations Page.

f. Windstorm Extra Expense

i. Coverage

If a premium is shown on the Declarations Page for 'Hull' and if a **windstorm** watch or warning is issued for the area where your **insured yacht** is moored, we will share the costs that you incur to protect the **insured yacht** from loss or damage:

- 1) to have the **insured yacht** professionally hauled out of the water at the time the watch or warning is issued for your mooring area and to have the **insured yacht** launched after the watch or warning has ended; or
- 2) to hire a qualified individual, who is not an **insured** under this policy, to navigate the **insured yacht** to a safe harbor as a result of the watch or warning; or
- 3) to hire a marina or boat yard to remove and safely stow the covers or other equipment that is normally stored on the deck of the **insured yacht**. Expense for the acquisition of lines, anchors and additional equipment to secure the **insured yacht** are not included in this coverage.

We will also share the reasonable costs described above that you incur within the twenty-four (24) hour period prior to the issuance of a watch or warning, provided that a watch or warning is subsequently issued for the area where your **insured yacht** is moored.

ii. What We Pay

We will pay 50% of your actual incurred expenses, subject to a maximum of \$1000 for any one **windstorm**, and \$2,000 total in any single policy period.

2. Loss Conditions

a. Deductibles

- i. We will not pay for loss, damage or expense for any one **occurrence** until the amount of the loss, damage or expense exceeds the applicable deductible shown on the Declarations Page.
- ii. The deductible for a **tender** is \$500.
- iii. The deductible applicable to **marine electronics** for **insured yachts** for all covered causes of loss except theft without evidence of forced removal or forced entry is \$500. If the above conditions are not met, the deductible shown for 'Hull' on the Declarations Page applies.
- iv. In the event that loss occurs as a result of one **occurrence** and the loss would require the application of more than one deductible, only the highest deductible will be applied to the loss.
- v. If you have a total loss or **constructive total loss** to an **insured yacht** or a **tender**, then no deductible will be applied to the loss.
- vi. The policy deductible does not apply to the costs incurred under 'Windstorm Extra Expense'.

However, if a Windstorm Deductible is shown on the Declarations Page, then the Windstorm Deductible will apply to all partial, total or **constructive total losses** caused by or resulting from any **windstorm**.

b. Salvage and Abandonment

If we pay the limit as shown on the Declarations Page for 'Hull' or 'Trailer', we reserve the right to take possession of the remains if we elect. At our request, you will transfer the title of the property to us or to a salvage buyer appointed by us. Any recovery or salvage on a loss will accrue entirely to our benefit until the sum paid by us has been made up.

We are not obligated to accept any property you abandon, nor are we obligated to pay any storage fees incurred because you abandoned any property to any other person or organization.

c. Payment of Loss

We will pay losses within 30 days after the earliest of the following:

- i. we reach agreement with you;
- ii. final judgment is rendered in a court of law;
- iii. an appraisal award is filed with us; or
- iv. a proof of loss is accepted by the company.

d. Appraisal

If you dispute our evaluation of the amount of the loss, then you must submit a written request for appraisal within one year of the date of loss. You and we will then each appoint and pay for a competent and disinterested appraiser. If the two appraisers cannot agree on the amount of the loss, the appraisers or a judge of the local court of record will select an umpire who will decide any differences. The expense of the umpire and all other expenses of the appraisal will be shared equally by you and us. An award in writing by any two such persons will determine the amount of your loss. You and we will be bound by that amount.

Appraisal is not available where there is a dispute as to the existence of coverage. Nothing herein will prejudice or in any way impact our right to contest coverage and to bring suit in a court of competent jurisdiction.

e. Protect and Recover

In the event of a covered loss to the **insured yacht**, you must protect the **insured yacht** from further loss and make every effort to recover it. We will pay the reasonable costs you incur under this condition in addition to any other payments we make for loss or damage under Hull coverage, but not to exceed the limit for 'Hull' on the Declarations Page. We will not cover any further loss incurred due to your failure to protect the **insured yacht**.

f. Loss Payee

If a 'Loss Payee' is named on the Declarations Page, any loss will be paid to you and the 'Loss Payee' as your and their interests appear. If your interest in the **insured yacht** is terminated, any loss payment will only recognize the 'Loss Payee's' interest. No change in title or ownership of the **insured yacht** or any acts of yours will affect the 'Loss Payee's' interest in this policy except that the 'Loss Payee's' interest will

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not be protected in the event of fraud, misrepresentation, material omission, or willful or intentional misconduct or criminal act on the part of any **insured** or during any illegal activity on the part of any **insured**.

You or the 'Loss Payee' must let us know of any change of ownership or any increase in hazard of which you or the 'Loss Payee' are aware.

If you fail to give us sworn proof of loss within 30 days when requested by us, the 'Loss Payee' will do so within sixty (60) days thereafter, in form and manner as provided by the policy, and further, shall be subject to the provisions of the policy relating to duties following a loss, appraisal, time of payment and of bringing suit.

Payment may be made to both jointly, or separately, at our discretion.

PROTECTION AND INDEMNITY

Coverage

We will cover damages for **bodily injury or property damage** for which an **insured** becomes legally liable through ownership, maintenance, or use of the **insured yacht**, or through a **non-owned yacht** being operated by you with the owner's permission. This includes:

- 1) coverage for **property damage to a non-owned yacht**;
- 2) with respect to a paid captain or paid crew member, obligations and duties under Jones Act or general maritime law;
- 3) the cost of the bond to release the **insured yacht** if the **insured yacht** is arrested, confiscated, or detained because of injury or damage to which this coverage applies.

If a premium is shown on the Declarations Page for 'Hull', we will also cover the reasonable expenses incurred to raise, remove or dispose of the wreck of the **insured yacht**, or **non-owned yacht**, if you are legally obligated to do so. This is not additional insurance, but is included in the limit of 'Protection and Indemnity' coverage.

Wreck means the **insured yacht** has been damaged to such an extent as to render the **insured yacht** not navigable and we determine the **insured yacht** to be a total or **constructive total loss**.

What We Pay

We will pay no more than the limit for 'Hull' shown on the Declarations Page for all **property damage to a non-owned yacht** resulting from an **occurrence**.

For all other losses, we will pay no more than the limit for 'Protection and Indemnity' shown on the Declarations Page for all damages, losses or release bonds resulting from any **occurrence**. This is the most we will pay, regardless of the number of persons covered under this section, claims made, watercraft or premiums shown on the Declarations Page or the number of watercraft involved.

Exclusions

We will not pay for:

- 1) liability assumed under any contract or agreement;
- 2) **bodily injury or property damage** while the **insured yacht** or a **non-owned yacht** is being transported on land;
- 3) any fine or penalty assessed by any government unit;
- 4) **bodily injury or property damage** sustained by any **insured or resident**;
- 5) **bodily injury** or any other payment or obligation to any person eligible to receive any benefits required to be provided by you. This includes, but is not limited to, any employment, unemployment, disability, worker's compensation, non-occupational disability, occupational disease law, Federal Longshoremen's and Harbor Worker's Compensation Act, or any state or federal workers' or workmen's compensation law or occupational disease law or migrant or seasonal workers law;
- 6) any liability covered or excluded under the **OIL POLLUTION LIABILITY** section of this policy; or
- 7) punitive or exemplary damages or associated interest.

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Defense

We have the right and duty to defend any suit to which this insurance applies. However, we may investigate and settle any claim or suit at our discretion. Our duty to defend any claim or suit ends when the amount we pay, or tender to the Court of Jurisdiction for any pending litigation on your behalf, for damages resulting from the **occurrence** equals the limit for 'Protection and Indemnity' shown on the Declarations Page.

If a suit is brought against you for claims falling within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action; however, we will not have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

OIL POLLUTION LIABILITY

Coverage

We will cover:

- 1) the sums which you are legally liable to pay as a result of **property damage** or **bodily injury** arising out of an **oil pollution incident**;
- 2) the reasonable costs directly associated with the actual clean-up of an **oil pollution incident**;
- 3) the reasonable costs or expenses legally imposed upon you by those government authorities assisting or monitoring an **oil pollution incident**;
- 4) administrative charges and civil expenses levied against you by a judiciary body as a result of an **oil pollution incident**;
- 5) the reasonable costs and expenses to defend you against legal action from an **oil pollution incident**.

Oil pollution incident means the sudden, accidental and unexpected emission, discharge, release, leakage, escape or spillage of a **contaminant** from an **insured yacht** or **non-owned yacht** in an accident that is specific in place and time within the policy period.

What We Pay

We will pay no more than the limit for 'Oil Pollution Liability' shown on the Declarations Page for all damages or expenses resulting from any **occurrence**. This is the most we will pay, regardless of the number of persons covered under this section, claims made, watercraft or premiums shown on the Declarations Page or the number of watercraft involved.

Exclusions

We will not pay for:

- 1) liability assumed under any contract or agreement;
- 2) any fine or penalty assessed by any governmental unit;
- 3) an **oil pollution incident**, if any **insured** knows, or has reason to know, of the incident and fails to report it as required by law(s);
- 4) **property damage** sustained by an **insured** or **resident**;
- 5) liability for natural resource damage unless legal action commences within one (1) year of the incident;
- 6) an **oil pollution incident** unless you provide all reasonable cooperation and assistance with **containment** and clean-up operations as is required by law or by someone acting under their legal authority; or
- 7) punitive or exemplary damages or associated interest.

Defense

We have the right and duty to defend any suit to which this insurance applies. However, we may investigate and settle any claim or suit at our discretion. Our duty to defend any claims or suit ends when the amount we pay, or tender to the Court of Jurisdiction for any pending litigation on your behalf, for damages resulting from the **occurrence** equals the limit for 'Oil Pollution Liability' shown on the Declarations Page.

If a suit is brought against you for claims falling within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action; however, we will not have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

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LONGSHORE AND HARBOR WORKERS' COMPENSATION

Coverage

We will cover any compensation payments you are responsible for under the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950) and any amendments to this act, as long as your responsibility arises from your ownership or use of an **insured yacht**. We will comply with all the provisions of this Act, and with any rules, regulations, orders and decisions of the Office of Workers' Compensation Programs of the United States Department of Labor.

MEDICAL PAYMENTS

Coverage

We will cover the reasonable charges for necessary medical, surgical, x-ray, dental, ambulance, hospital and professional nursing services and funeral service expenses incurred within one year from the date of an accident causing **bodily injury** to any person while in, upon, boarding or leaving an **insured yacht**.

The injured person must submit to an examination by a physician selected by us when and as often as we reasonably require.

What We Pay

We will pay no more per person than the limit for 'Medical Payments' shown on the Declarations Page for any **occurrence**. This is the most we will pay, regardless of the number of claims made or watercraft or premiums shown on the Declarations Page or the number of watercraft involved.

Each person seeking payment under this coverage must:

- 1) provide us with written authorization for release to us copies of pertinent medical reports and records; and
- 2) submit a valid proof of loss within one year of the incurred expenses.

Exclusions

Payments under this section will not be made to, or on behalf of, any person:

- 1) injured while trespassing;
- 2) for whom liability is assumed by you under contract or agreement;
- 3) injured while the **insured yacht** is being transported on land;
- 4) hired to work for or on behalf of any **insured**; or
- 5) **bodily injury** or any other payment or obligation to any person eligible to receive any benefits required to be provided by you. This includes, but is not limited to, any employment, unemployment, disability, worker's compensation, non-occupational disability, occupational disease law, Jones Act, Federal Longshoremen's and Harbor Worker's Compensation Act, or any state or federal workers' or workmen's compensation law or occupational disease law or migrant or seasonal workers law.

Admission of Liability

Any payment made under this section is not an admission of liability by you or us.

UNINSURED AND UNDERINSURED WATERCRAFT

Coverage

We will pay all sums you or a **family member** are legally entitled to recover as damages from the owner or operator of an **uninsured watercraft** or **underinsured watercraft**. The damages must result from **bodily injury** caused by an **occurrence**, sustained by you or a **family member** while on board the **insured yacht**. The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the **uninsured watercraft** or **underinsured watercraft**.

The injured person must submit to an examination by a physician selected by us when and as often as we reasonably require.

Uninsured watercraft means a waterborne vehicle of any type:

- 1) To which no **bodily injury** bond or policy applies at the time of the **occurrence**.
- 2) Which is a watercraft whose operator or owner cannot be identified and which hits:

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- a) you or any **family member** while on board the **insured yacht**; or
 - b) an **insured yacht**.

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Underinsured watercraft means a waterborne vehicle of any type for which the sum of all liability bonds or policies at the time of the **occurrence** is less than the limit of this coverage.

An **uninsured watercraft** or **underinsured watercraft** does not include any watercraft:

- 1) owned, operated by or available for the regular use of you or any **family member**;
- 2) which is a **non-owned yacht**; or
- 3) owned by any governmental unit or agency.

What We Pay

We will pay no more than the limit for 'Uninsured and Underinsured Watercraft' shown on the Declarations Page for all damages or losses resulting from any one **occurrence**. This is the most we will pay, regardless of the number of persons covered under this section, claims made, watercraft or premiums shown on the Declarations Page or the number of watercraft involved.

If an **underinsured watercraft** causes the **bodily injury**, we will pay only after all other liability bonds or policies have been exhausted by judgments or payments.

Any amount payable under this coverage will be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under **MEDICAL PAYMENTS**. Any sums paid under this coverage will reduce any amount you or a **family member** are entitled to recover under **MEDICAL PAYMENTS**.

Each person seeking payment under this coverage must:

- 1) provide us with written authorization for release to us copies of pertinent medical reports and records; and
- 2) submit a valid proof of loss within one year of the incurred medical or funeral expense.

Exclusions

We will not pay for:

- 1) any claim settled without our consent;
- 2) **bodily injury** to any person on board the **insured yacht** without your permission;
- 3) the direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits law or any similar law;
- 4) damages where there is no evidence of physical contact between the **insured yacht** and either an unidentified or **uninsured watercraft**; or
- 5) **bodily injury** to any person arising out of the transportation of an **uninsured watercraft** or **underinsured watercraft** on land.

This Policy is signed at the Home Office of the company by its president and secretary.

MARKEL AMERICAN INSURANCE COMPANY
Glen Allen, Virginia



Kathleen A. Sturgeon
Secretary



Matthew Parker
President

Administrative Office:
P.O. Box 906
Pewaukee, WI 53072-0906
800-236-2862



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ADDITIONAL INSURED - DESIGNATED MARINA ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that The Markel Helmsman Yacht Policy is amended as follows:

Schedule

Insured yacht: 1980 CAL JENSEN MARINE
NO628537NET21

Name and mailing address of person or organization (additional insured):

KO OLINA MARINA
92-100 WAIPAHE PL

Kapolei, HI 96707

PROTECTION AND INDEMNITY is amended by adding the following:

Additional Definition

An **insured**, as used in the **PROTECTION AND INDEMNITY** section, includes the person or organization named in the above Schedule, but only with respect to liability arising out of the maintenance or use of the **insured yacht** in conjunction with operations performed as a marina providing service or storage for the **insured yacht**.

PROTECTION AND INDEMNITY, Exclusions is amended by adding the following:

This policy excludes coverage to any additional insured named in the above Schedule for **property damage** to the **insured yacht** caused directly or indirectly by any maintenance, repair or servicing to the **insured yacht** by the person or organization named in the above Schedule.

All other terms, conditions, and limitations of the policy remain unchanged.

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MARKEL AMERICAN INSURANCE COMPANY

**AGREED TOTAL LOSS
ACTUAL CASH VALUE PARTIAL LOSS
ENDORSEMENT**

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that The Markel Helmsman Yacht Policy is amended as follows:

Schedule
**Insured yacht: 1980 CAL JENSEN MARINE
NO628537NET21**

PHYSICAL DAMAGE, 1. Coverage, a. Hull Coverage (Including Tenders), iii. What We Pay, items 2) and 3) are deleted in their entirety and replaced with the following:

- 2) We will pay for partial loss to the **insured yacht** and the **tender** on an **actual cash value** basis.

All other terms, conditions, and limitations of the policy remain unchanged.



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CARBON MONOXIDE LIMITATION ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that The Markel Helmsman Yacht Policy is amended as follows:

Schedule	
Insured yacht:	1980 CAL JENSEN MARINE NO628537NET21

PROTECTION AND INDEMNITY, Exclusions is amended by adding the following exclusion:

We will not pay for **bodily injury** resulting from carbon monoxide, unless the **insured yacht** is equipped with an Underwriter's Laboratory listed marine audible carbon monoxide alarm. The alarm must be mounted, operated and maintained in accordance with the manufacturer's instructions.

All other terms, conditions, and limitations of the policy remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

VALUATION CHANGES - ENGINES - ACTUAL CASH VALUE ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that The Markel Helmsman Yacht Policy is amended as follows:

Schedule

Insured yacht: 1980 CAL JENSEN MARINE
NO628537NET21

PHYSICAL DAMAGE, 1. Coverage, a. Hull Coverage (Including **Tenders**), iii. What We Pay, item 3) Actual Cash Value is amended by adding the following item:

inboard engines, transmissions, generators and attached components. However, if replacement or repair is made using remanufactured or rebuilt components, depreciation will not be applied. Depreciation will not apply to shafts, struts, or propellers.

All other terms, conditions, and limitations of the policy remain unchanged.

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MARKEL AMERICAN INSURANCE COMPANY

NAMED PERIL MACHINERY ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that The Markel Helmsman Yacht Policy is amended as follows:

Schedule	
Insured yacht:	1980 CAL JENSEN MARINE NO628537NET21

PHYSICAL DAMAGE, 1. Coverage, a. Hull Coverage (Including Tenders), item ii. Under Hull Coverage, we do not cover: is amended by adding the following:

underwater machinery (running gear of any kind), engine(s), transmission(s), generators, and any attached equipment to these components unless the loss or damage is caused by or resulting from the following named perils:

- a) collision;
- b) lightning;
- c) sinking;
- d) fire;
- e) theft.

All other terms, conditions, and limitations of the policy remain unchanged.

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MARKEL AMERICAN INSURANCE COMPANY

ADDITIONAL NAVIGATION RESTRICTIONS HAWAII ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that The Markel Helmsman Yacht Policy is amended as follows:

Schedule	
Insured yacht:	1980 CAL JENSEN MARINE NO628537NET21

It is agreed and warranted that there will be no anchoring or mooring along the following coastal areas without a person on board capable of operating or controlling the **insured yacht**.

Island of Hawaii

Kona coast between Upolo Point (North Kohala) and Ke Lae (South Point) except inside Kawaihae deep draft harbor or Honokohau Harbor.

Island of Maui

Kaanapali and Kehei coasts between Nakalele Point and Cape Hanamanioa except inside Lahaina breakwater and Maalaea Harbor.

Island of Kauai

North and Na Pali coasts between Kilauea Point and Makaha Point except between the period May 1 and October 31 in Hanalei Bay.

All other terms, conditions, and limitations of the policy remain unchanged.



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LIVEBOARD ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that The Markel Helmsman Yacht Policy is amended as follows:

Schedule
Insured yacht: 1980 CAL JENSEN MARINE NO628537NET21

DEFINITIONS is amended by adding the following:

Business, as used in the **PERSONAL LIABILITY** section, means trade, profession, or occupation.

Personal injury means any injury arising from false arrest, false detention, false imprisonment, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful eviction or wrongful entry.

GENERAL EXCLUSIONS is amended by adding the following:

No coverage is provided under this policy for loss or damage, liabilities incurred by any person, injury or damages or expenses of any type for loss caused by, resulting from or arising out of sexual molestation, corporal punishment, physical or mental abuse or the transmission of a communicable disease.

PHYSICAL DAMAGE, 1. Coverage, b. Personal Effects Coverage, i. Coverage is deleted in its entirety and replaced with the following:

- i. Coverage
 - We will cover sudden accidental direct physical loss or damage to your personal effects:
 - 1) while on board the **insured yacht** or while being loaded on or unloaded from the **insured yacht** and;
 - 2) other than on board the **insured yacht** while the personal effects are anywhere in the world.

At your request we will also cover personal effects of your guests and unpaid crew while the personal effects are on board the **insured yacht**.

PHYSICAL DAMAGE, 1. Coverage, b. Personal Effects Coverage, ii. Under Personal Effects Coverage, we do not cover:, item 2) is deleted in its entirety.

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LIVEBOARD ENDORSEMENT

PHYSICAL DAMAGE, 1. Coverage, b. Personal Effects Coverage, ii. Under Personal Effects Coverage, we do not cover: is amended by adding the following items:

- animals, birds, or fish;
 - motor vehicles or all other motorized land conveyances. This includes:
 - a) equipment and accessories; or
 - b) any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
 - i) accessories or antennas; or
 - ii) tapes, wires, records, discs or other media for use with any such device or instrument;while in or upon the vehicle or conveyance.
- We do cover vehicles or conveyances not subject to motor vehicle registration which are designed for assisting the handicapped;
- conveyances used or designed for flight;
 - property in any premises owned, rented or held for rental to others by an **insured**; other than your property in a storage location;
 - property rented or held for rental to others;
 - books of account, drawings or other paper records, electric data processing tapes, wires, records, discs or other software media containing business data. But, we do cover the cost of blank or unexposed records and media;
 - credit cards or funds transfer cards.

PHYSICAL DAMAGE, 1. Coverage, b. Personal Effects Coverage, iii. What We Pay is deleted in its entirety and replaced with the following:

iii. What We Pay

We will pay the **actual cash value** of the personal effects, subject to the following limitations:

- 1) Our liability for any one item will not exceed \$2,500.
- 2) Our liability for personal effects other than on board the **insured yacht** will not exceed 25% of the limit for 'Personal Effects' on the Declarations Page or \$5,000, whichever is less.
- 3) Our liability for an **occurrence** will not exceed the limit for 'Personal Effects' on the Declarations Page.

PHYSICAL DAMAGE, 1. Coverage, b. Personal Effects Coverage, iv. Exclusions is amended by adding the following excluded items:

- mold, mildew, wet or dry rot;
- damage resulting from refinishing, renovating or repairing property other than jewelry, watches and furs; or
- damage resulting from power failure, meaning the failure of power or other utility service if the failure takes place off the **insured yacht**.

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LIVEBOARD ENDORSEMENT

PHYSICAL DAMAGE, item 1. Coverage is amended by adding the following:

Loss of Use

i. Coverage

We will pay for additional living expenses, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living if a loss covered under **PHYSICAL DAMAGE** makes your **insured yacht** uninhabitable. We will pay this in addition to any payments we make for the coverage elsewhere in this policy. Coverage under this section will cease if you permanently relocate elsewhere.

ii. What We Pay

We will pay no more than 10% of the limit for 'Hull Coverage' shown on the Declarations Page. Payment will be made for the customary time required to repair or replace the damage, or until you permanently relocate, whichever is less. We will not be liable for payment under this section unless the **insured yacht** is determined to be uninhabitable for at least 14 consecutive days with coverage beginning effective the 15th day.

PHYSICAL DAMAGE, 2. Loss Conditions, a. Deductibles is amended by adding the following item:

The 'Personal Effects' deductible for theft occurring away from the **insured yacht** is \$500.

MEDICAL PAYMENTS, Coverage and What We Pay are deleted in their entirety and replaced with the following:

Coverage

We will cover the reasonable charges for necessary medical, surgical, x-ray, dental, ambulance, hospital and professional nursing services and funeral service expenses incurred within one year from the date of an accident causing **bodily injury** to any person while in, upon, boarding or leaving an **insured yacht**. This coverage will also apply to **bodily injury** caused by the activities of an **insured** to any person that occurs while not in, upon, boarding or leaving an **insured yacht**.

The injured person must submit to an examination by a physician selected by us when and as often as we reasonably require.

What We Pay

We will pay no more per person than the limit for 'Medical Payments' shown on the Declarations Page for any **occurrence**; however, we will not pay more than \$10,000 for any one **occurrence** when **bodily injury** or **property damage** is caused by an animal owned by you, or in your care, custody or control. This is the most we will pay, regardless of the number of claims made or watercraft or premiums shown on the Declarations Page or the number of watercraft involved.

Each person seeking payment under this coverage must:

- 1) provide us with written authorization for release to us copies of pertinent medical reports and records; and
- 2) submit a valid proof of loss within one year of the incurred expenses.

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LIVEBOARD ENDORSEMENT

MEDICAL PAYMENTS, Exclusions is amended by adding the following:

Payments under this section will not be made to, or on behalf of, any person for expenses incurred by a person not in, upon, boarding or leaving an **insured yacht** unless a valid claim for such expenses would be covered under the Personal Liability coverage of this policy.

The following section is added:

PERSONAL LIABILITY

Coverage

We will cover damages for **bodily injury**, **property damage**, or **personal injury** for which an **insured** becomes legally liable because of an **occurrence** not arising through ownership, maintenance, or use of the **insured yacht**, or a **non-owned yacht**.

What We Pay

We will pay no more than \$500,000 for all damages resulting from any **occurrence**; however, we will not pay more than \$10,000 for any one **occurrence** when **bodily injury** or **property damage** is caused by an animal owned by you, or in your care, custody or control. This is the most we will pay, regardless of the number of persons covered under this section, claims made, watercraft or premiums shown on the Declarations Page.

Exclusions

We will not pay for:

- 1) liability assumed under any contract or agreement;
- 2) **bodily injury** or **property damage** arising from or in connection with any **business**, or other commercial employment of an **insured** including the rendering of or failure to render professional services and including civic activities for which payment is made or received;
- 3) **bodily injury** or **property damage** resulting at or in connection with premises other than the **insured yacht** used regularly by an **insured** as a residence or rented by an **insured** to another person;
- 4) **bodily injury** or **property damage** arising from any motorized land conveyance. However, this exclusion does not apply to a vehicle or conveyance not subject to motor vehicle registration which is designed and used solely to aid the handicapped;
- 5) **bodily injury** or **property damage** arising from any conveyance used or designed for flight;
- 6) **bodily injury** or **property damage** arising out of the ownership, maintenance or use of any watercraft;
- 7) loss or damage to property regularly in the care, custody or control of an **insured**;
- 8) any fine or penalty assessed by any government unit;
- 9) **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or **contaminant**, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, including materials to be recycled, reconditioned or reclaimed;
- 10) **bodily injury** or **property damage** sustained by any **insured** or **resident**;

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LIVEABOARD ENDORSEMENT

PERSONAL LIABILITY, Exclusions (cont.)

- 11) **bodily injury** or any other payment or obligation to any person eligible to receive any benefits required to be provided by you. This includes, but is not limited to, any employment, unemployment, disability, worker's compensation, non-occupational disability, occupational disease law, Federal Longshoremen's and Harbor Worker's Compensation Act, or any state or federal workers' or workmen's compensation law or occupational disease law or migrant or seasonal workers law;
- 12) any loss assessment charged against you, all members of an association, corporation or community of property owners by a governmental body; or
- 13) punitive or exemplary damages or associated interest.

Defense

We have the right and duty to defend any suit to which this insurance applies. However, we may investigate and settle any claim or suit at our discretion. Our duty to defend any claim or suit ends when the amount we pay, or tender to the Court of Jurisdiction for any pending litigation on your behalf, for damages resulting from the **occurrence** equals the limit for Personal Liability under What We Pay above.

If a suit is brought against you for claims falling within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action; however, we will not have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

All other terms, conditions, and limitations of the policy remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

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GENERAL AMENDATORY ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that The Markel Helmsman Yacht Policy is amended as follows:

DEFINITIONS, item 13. **Marine electronics** is deleted in its entirety and replaced with the following:

- 13. **Marine electronics** means electronic devices designed specifically for marine ship to ship or ship to shore communications or marine navigation, including fish finders, radar, sonar, GPS, GPS tracking, and related software.

GENERAL CONDITIONS is amended by adding the following:

When, in our sole discretion, an **insured yacht** is determined by us to be in a condition(s) that renders it either unseaworthy, unfit or in imminent peril, we reserve the right, in our sole discretion, to either restrict navigation of the **insured yacht** (port risk afloat) or require the **insured yacht** to be out of the water and ashore (port risk ashore) for as long as it takes to remedy the condition(s) and demonstrate to us that the condition(s) have been eliminated. Written notice will be mailed to the first named 'Insured' at the last known address shown in our records.

GENERAL EXCLUSIONS is amended by adding the following:

No coverage is provided under this policy for any claim for loss, liability, damage, or expense brought by or on behalf of any person or persons, including any paid captain and paid crew member, directly or indirectly on account of, resulting from, or arising out of sexual molestation or harassment, corporal punishment, physical or mental abuse or the transmission or contraction of a communicable disease.

All other terms, conditions and limitations of the policy remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

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NAMED PERIL RIGGING ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that The Markel Helmsman Yacht Policy is amended as follows:

For the purposes of this endorsement, rigging means: Any running or standing rigging and any related components, including but not limited to the mast, spar, lines, sails or stays, whether attached or not.

PHYSICAL DAMAGE, 1. Coverage, a. Hull Coverage (Including **Tenders**), item ii. Under 'Hull' Coverage, we do not cover: is amended by adding the following:

Rigging unless the loss or damage is caused by or resulting from the following named perils:

- a) collision with another object;
- b) lightning;
- c) sinking not caused by a dismasting;
- d) fire or explosion;
- e) theft.

PHYSICAL DAMAGE, 1. Coverage, a. Hull Coverage (Including **Tenders**), item iv. Exclusions is amended by deleting the following sentence:

However, for causes of loss under Exclusions 1), 2) or 3) above, resulting direct physical loss to the **insured yacht** caused by fire, explosion, sinking, collision or stranding is covered. We will also pay for resulting direct physical loss to the **insured yacht** for a dismasting if a professional rig inspection was completed within the last two years and any deficiencies that were identified with the standing rigging or chain plates were remedied as recommended and the work was completed by a professional rigger.

PHYSICAL DAMAGE, 1. Coverage, a. Hull Coverage (Including **Tenders**), item iv. Exclusions is amended by adding the following sentence:

However, for causes of loss under Exclusions 1), 2) or 3), resulting direct physical loss to the **insured yacht** caused by fire, explosion, sinking, collision or stranding is covered. No coverage exists for rigging unless caused by a named peril specified above.

All other terms, conditions, and limitations of the policy remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

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MARKEL AMERICAN INSURANCE COMPANY
MARKEL INSURANCE COMPANY

POLICYHOLDER DISCLOSURE OF FEES

Please be advised that policyholders will be subject to the following fees, where applicable.

Installment Fees

An Installment Fee will be included on any payment when the policy is paid using an installment plan. The Installment Fee is \$2.00 per payment when the policyholder is enrolled in an automatic payment plan. The Installment Fee is \$6.00 per payment when the policyholder is not enrolled in an automatic payment plan.

Reinstatement Fee

A Reinstatement Fee of \$20.00 will apply on any reinstated policy which had previously canceled or lapsed due to non-payment of premium.



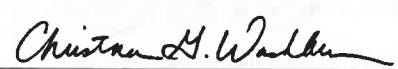
UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

DS8/6082che (68)

VESSEL NAME ZULU TIME		OFFICIAL NUMBER 628537	IMO OR OTHER NUMBER CABI0125M80H	YEAR COMPLETED 1980	
HAILING PORT KOOLINA HI		HULL MATERIAL FRP (FIBERGLASS)		MECHANICAL PROPULSION YES	
GROSS TONNAGE 24 GRT	NET TONNAGE 21 NRT	LENGTH 39.0	BREADTH 12.0	DEPTH 10.4	
PLACE BUILT COSTA MESA CA					
OWNERS MICHAEL SCHMIDT			OPERATIONAL ENDORSEMENTS RECREATION		
MANAGING OWNER MIKE SCHMIDT 7467 ZELZAH AVE RESEDA CA 91335					
RESTRICTIONS NONE					
ENTITLEMENTS NONE					
REMARKS NONE					
ISSUE DATE AUGUST 27, 2020		 DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER			
THIS CERTIFICATE EXPIRES AUGUST 31, 2024					



COPY/BAN CAPTURED AND FRAUD PROTECTION

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This certificate is not valid for operation of the vessel until the vessel is marked with the name, official number, and hailing port as shown on the certificate. The original certificate must be kept aboard the vessel at all times when in operation and must be presented upon the demand of federal, state or local officials for law enforcement purposes. Vessels with only a recreational endorsement may not engage in commercial trade.

Documented vessels may be registered by states for tax and other purposes and may be required to display a state decal. This certificate is valid for one year. Renewal is the responsibility of the owner. This certificate must be surrendered to the National Vessel Documentation Center (NVDC), 792 T J Jackson Drive, Falling Waters, West Virginia 25419, upon a change in ownership, change in state of incorporation, or a change in any other element shown on the certificate other than change of address. This certificate is invalid for any vessel other than one documented solely for recreation when the vessel is placed under the command of a person who is not a citizen of the U.S. The vessel and its equipment are liable to seizure and forfeiture to the U.S. government and the owner is liable for a civil penalty of not more than \$10,000.00 per violation. Each day of a continuing violation is a separate violation.

Any change in address of the managing owner must be reported promptly to the NVDC. You may contact us at (304) 271-2400.

Note: The certificate on the face of this document is not conclusive evidence of title in any proceeding where ownership is in issue. Complete records are on file at the NVDC. The sale or transfer section below is provided for convenience only.

SALE OR TRANSFER OF VESSEL

100% OF THE VESSEL IDENTIFIED HEREIN IS SOLD (TRANSFERRED) BY THE OWNER(S) NAMED ON THE FACE OF THIS CERTIFICATE TO THE FOLLOWING PERSON(S). ADDRESS MUST BE INCLUDED.

IF SOLD (TRANSFERRED) TO MORE THAN ONE PERSON, THE PURCHASER(S)/TRANSFEREE(S) ARE TENANTS IN COMMON, EACH OWNING AN EQUAL UNDIVIDED INTEREST, UNLESS OTHERWISE INDICATED HEREIN: CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.

- JOINT TENANCY WITH RIGHT OF SURVIVORSHIP
- TENANCY BY THE ENTIRETIES
- COMMUNITY PROPERTY
- OTHER

SIGNATURE OF SELLER(S)/TRANSFEROR(S) OR PERSONS SIGNING ON BEHALF OF SELLER(S)/TRANSFEROR(S):
DATE SIGNED:

NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G. OWNER, AGENT, TRUSTEE, EXECUTOR)

ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OR A STATE OR THE UNITED STATES TO TAKE OATHS.)

ON _____ THE PERSON(S) NAMED _____ STATE:
(DATE) COUNTY:

ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

PRIVACY ACT STATEMENT

IN ACCORDANCE WITH 5 USC 552(A), THE FOLLOWING INFORMATION IS PROVIDED TO YOU WHEN SUPPLYING PERSONAL INFORMATION TO THE U.S. COAST GUARD:

1. AUTHORITY. SOLICITATION OF THIS INFORMATION IS AUTHORIZED BY 46 USC CHAPTER 313 AND 46 CFR, PART 67.
2. THE PRINCIPAL PURPOSES FOR WHICH THIS INSTRUMENT IS TO BE USED ARE:
 - (A) TO PROVIDE A RECORD, AVAILABLE FOR PUBLIC INSPECTION AND COPYING, OF THE SALE OR OTHER CHANGE IN OWNERSHIP OF A VESSEL WHICH IS DOCUMENTED, WILL BE DOCUMENTED, OR HAS BEEN DOCUMENTED PURSUANT TO 46 USC, CHAPTER 121.
 - (B) RETENTION FOR EXAMINATION BY GOVERNMENTAL AUTHORITIES AND MEMBERS OF THE GENERAL PUBLIC.
3. THE ROUTINE USE WHICH MAY BE MADE OF THIS INFORMATION INCLUDES DEVELOPMENT OF STATISTICAL DATA CONCERNING DOCUMENTED VESSELS.
4. DISCLOSURE OF THE INFORMATION REQUESTED ON THIS FORM IS VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE INFORMATION COULD PRECLUDE FILING OF A BILL OF SALE AND DOCUMENTATION OF THE VESSEL NAMED HEREIN PURSUANT TO 46 USC CHAPTER 121. MOREOVER, BILLS OF SALE WHICH ARE NOT FILED ARE NOT DEEMED TO BE VALID AGAINST ANY PERSON HAVING ACTUAL KNOWLEDGE OF THE SALE. (46 USC 31321 (A)).

AN AGENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 20 MINUTES FOR COMPLETING AND 5 MINUTES FOR FILING. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR ANY SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T J JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA 25419 OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0027), WASHINGTON, DC 20503.

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Director
National Vessel Documentation Center

792 T. J. Jackson Drive
Falling Waters, WV 25419
Phone: (800) 799-8362
Fax: 304-271-2405

August 27, 2020

MIKE SCHMIDT
7467 ZELZAH AVE
RESEDA CA 91335

Regarding your recent submission to the National Vessel Documentation Center

This cover letter with enclosure(s) is sent in response to a submission made to this office. If you have any questions, please contact the National Vessel Documentation Center at the number shown above.

Enclosures:

- (1) Certificate of Documentation O/N: 628537 1 PAGE(S)
- (2) COD Cover Letter Blank 2 PAGE(S)
- (3) Bill of Sale O/N: 628537 1 PAGE(S)

TOTAL: 5 PAGE(S) (including cover page)

total Page 5



Director
United States Coast Guard
National Vessel Documentation Center

792 T. J. Jackson Drive
Falling Waters, WV 25419
Staff Symbol: NVDC
Phone: 304-271-2400
Fax: 304-271-2405

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NVDCINST 16713/1-1

INFORMATION ACCOMPANYING CERTIFICATE OF DOCUMENTATION

Enclosed is the Certificate of Documentation (COD) for your vessel. This COD IS NOT valid for operation until the vessel is marked in accordance with the instructions below. A COD bearing only a Recreation endorsement may not be used for any other purpose.

STATE REGISTRATION: State and local officials have the right to board documented vessels for law enforcement purposes. Many states require registration of documented vessels for tax and other purposes. You may be required to place a decal on your vessel showing that you have complied with state requirements. Contact state authorities for further information.

Documented vessels may not be titled by a State, in accordance with 46 USC § 12106(a).

OFFICIAL NUMBER: For all vessels, the official number shown on the COD, preceded by the abbreviation "NO." must be marked in block-type Arabic numerals at least 3" high on some clearly visible interior structural part of the hull. The number must be permanently affixed so that alteration, removal, or replacement would be obvious and cause some scarring or damage to the surrounding hull area.

NAME AND HAILING PORT: For RECREATIONAL vessels, the name and hailing port both must be marked **together** on some clearly visible exterior part of the hull. For COMMERCIAL vessels, the vessel name must be marked on each bow and the vessel name and hailing port must also be marked on the stern. The markings may be made by the use of any means and materials that result in durable markings. All must be at least 4" in height, made in clearly legible letters of the Latin alphabet or Arabic or Roman numerals. NOTE: Hailing port marking must include BOTH a place (city) and a state, territory or possession of the United States (e.g. NY, NY; FT Lauderdale, FL or ST THOMAS, VI).

CHANGE IN INFORMATION: The COD is **not** valid for operation if any of the information shown, other than the address of the managing owner, change. **Notify this office of address changes as soon as possible.** If any other information changes, the COD must be returned to this office. The penalty for operation of a vessel with an invalid COD is \$10,000 per violation. Each day of continuing violation is a separate violation. The COD is valid for one year unless required to be exchanged, replaced, or is canceled.

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INFORMATION ACCOMPANYING CERTIFICATE OF DOCUMENTATION

ANNUAL RENEWAL: During the month preceding expiration, a Notice of Renewal is mailed to the managing owner at the address of record. If you do not receive the notice, contact our office no later than two weeks prior to the expiration date. **Notify this office of address changes as soon as possible.** A new COD will be issued annually and returned to you to keep onboard the vessel. **Effective November 10, 2014, a fee of \$26.00 will be required, in accordance with 46 CFR Part 67. RESPONSIBILITY FOR RENEWAL IS UP TO THE VESSEL OWNER, WITH OR WITHOUT NOTICE.**

Instructions:

- 1) Fillable forms can be found on our website at: <http://www.uscg.mil/nvdc>
- 2) Copies made on anything other than plain paper will be rejected.
- 3) Checks and money orders payable to U.S. Coast Guard, or credit card payments with accompanying CG-7042 Authorization for Credit Card Transactions are also accepted and must accompany application. Fees are non-refundable as per 46 CFR 67.500(e).
- 4) Documents may be mailed or faxed to the NVDC using the information above, or sent via e-mail to: NVDC.PDF.FILING@uscg.mil
- 5) In the event an error has been made in the issuance of your COD, please return the COD, along with a copy of the cover letter, with an explanation of the error.

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D58 / 72 chw

EMAILED Batch # 78174900 Doc # 2 / File Date: 7/20/2020 9:36:00 PM

DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard
BILL OF SALE

OMB No: 1625-0027
Expires: 07/31/2019

1. VESSEL NAME: KIKI B 2. OFFICIAL NUMBER OR HULL ID NUMBER: 628537

3. NAME(S) AND ADDRESS(ES) OF SELLERS
Alexander Bloomfield
Denise Bloomfield
2611 Ala Wai Blvd
Honolulu HI 96815

3A. TOTAL INTEREST OWNED (IF LESS THAN 100%): _____ %

4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH
Michael Schmidt
7467 Zelzah Ave
Reseda, CA 91335

4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED): _____ %

4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.
 JOINT TENANCY WITH RIGHT OF SURVIVORSHIP TENANCY BY THE ENTIRETIES COMMUNITY PROPERTY
 OTHER (DESCRIBE)

5. CONSIDERATION RECEIVED (ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED)
\$21,000.00

6. I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT, TITLE AND INTEREST IDENTIFIED IN BLOCK 4 OF THIS BILL OF SALE, IN THE PROPORTION SPECIFIED HEREIN.
VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.

7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S). 8. DATE SIGNED
[Signatures]

9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)
Alexander Bloomfield, Owner Denise Bloomfield, Owner

10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATH.)

ON July 18, 2020 (DATE) THE PERSON(S) NAMED IN SECTION 9 STATE Hawaii
CITY & COUNTY Honolulu
ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSE THEREIN CONTAINED.



NOTARY PUBLIC
[Signature]

MY COMMISSION EXPIRES: 12-22-2023 (DATE)

*Notary Certification on Reverse Side

DS8 / 73 ehw dz

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SARSAT Beacon Registration
NOAA/SARSAT
NSOF, E/SPO53
1315 East West Hwy
Silver Spring, MD 20910

MIKE SCHMIDT
7467 ZELZAH AVENUE
RESEDA, CA 91335

September 14, 2020

Beacon ID: 2DCC8 7030E FFBFF **Type:** EPIRB **Registration Expiration:** September 14, 2022

Dear Beacon Owner/Operator:

Thank you for updating your 406 MHz emergency beacon registration. Because your update includes changes to your beacon's decal, please take a few moments now to verify your beacon ID, check/update your registration information, and attach your replacement decal to your beacon.

VERIFY YOUR BEACON ID: Please verify that the 15-character beacon-ID (also known as the beacon UIN or 15-hex ID) listed above is identical to the 15-character manufacturer/installer programmed UIN displayed on your beacon's manufacturer-provided label. *If the beacon ID registered with NOAA is not identical to the manufacturer/installer UIN, please contact us immediately.*

CHECK/UPDATE YOUR REGISTRATION INFORMATION: The registration information you provided has been entered into our database and a printout of that information appears on the back of this letter. Please review the printout to ensure that all of your information, especially the emergency points of contact, is correct. If changes are necessary, you can make them online 24/7 via our website. If you lack online access, please mail or fax an updated copy of the registration to us. Remember, if your beacon is activated, the information in your registration is provided with the distress message transmitted to Search and Rescue (SAR) forces, assisting them in locating you in a timely manner and possibly saving your life.

ATTACH YOUR REGISTRATION DECAL: The decal at the top of this letter should be affixed directly to your beacon in such a way that it is visible when the beacon is properly mounted. Be sure the area is clean and dry before affixing the decal.

Please read your beacon owner's manual carefully for instructions on proper installation and operation of your beacon to ensure that the beacon works properly and is used in a manner that eliminates false alerts that waste valuable SAR resources. If you have questions about information in the owner's manual, please contact the beacon manufacturer directly.

This letter is the proof-of-registration for your beacon; please retain it for your records. We will send you a renewal reminder approximately 2 months before your 2-year registration expires. If you have any questions regarding beacon registration, please contact the NOAA SARSAT Beacon Registration Team.



NOAA SARSAT Beacon Registration Team

www.beaconregistration.noaa.gov | beacon.registration@noaa.gov

Toll-Free: 1.888.212.7283 (SAVE) | Local: 301.817.4515 | Fax: 301.817.4565





Save time! Update your beacon online at: www.beaconregistration.noaa.gov

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Mail or Fax to:
NOAA/SARSAT
NSOF, E/SPO53
1315 East West Hwy
Silver Spring, MD 20910
Fax No. 301-817-4565

Official 406 MHz EPIRB Registration Form

EPIRB Information



2DCC8 7030E FFBFF

Beacon ID (Unique Identification Number)

2 D C C 8 7 0 3 0 E F F B F F Checksum:

(15-digit hexadecimal ID provided by the beacon manufacturer)

Registration Expiration (MM/DD/YYYY):

09/14/2022

Category I (Automatic Deployment)

Category II (Manual Deployment)

Manufacturer ACR

Model No. Global FIX V4 406

Owner/Operator Information

Name MIKE SCHMIDT

Mailing Address 7467 ZELZAH AVENUE

Telephone

+1 805-444-2777 Home Work Cell Fax Other

+1 818-342-9313 Home Work Cell Fax Other

+1 818-978-9782 Home Work Cell Fax Other

+1 818-807-0438 Home Work Cell Fax Other

City RESEDA

State/Province CA

ZIP/Postal Code 91335

Country USA

Email 11usd77@gmail.com

Vessel Information

Usage

Commercial

Non-Commercial

Government Military

Government Non-military

Type

Sail: Number of Masts 1

Power: Fishing Tug Cargo Tanker Pleasure Craft

Other

Non-Power: Life Boat Life Raft

Other

Radio Equipment (Check all that apply)

VHF MF HF SSB

Other

Vessel Telephone Numbers

Radio Call Sign

Cellular 18083653548

MMSI Number

INMARSAT

Federal or State Registration Number 628537

Length Overall (ft) 39

Capacity (Crew and Passengers) 8

Homeport Marina/Dock: Kona

City: Kona

State: HI

Additional Data

Vessel Name Zulu Time

Vessel Color white

Survival Craft(s) on Vessel

Life Boat (no. of) 1

Life Raft (no. of) 1

Is your EPIRB equipped with a Simplified Voyage Data Recorder (SVDR)?

Yes No

Emergency Contact Information (Please indicate someone other than the owner)

Name of Primary 24-Hour Emergency Contact:

Mike Schmidt

Name of Alternate 24-Hour Emergency Contact:

+1 818-342-9313 Home Work Cell Fax Other

Home Work Cell Fax Other

+1 818-987-9872 Home Work Cell Fax Other

Home Work Cell Fax Other

+1 818-291-7862 Home Work Cell Fax Other

Home Work Cell Fax Other

Home Work Cell Fax Other

Home Work Cell Fax Other

DS8/dz 74 ehw

DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard

OMB No: 1625-0027
Expires: 07/31/2019

APPLICATION FOR INITIAL, EXCHANGE, OR REPLACEMENT OF
CERTIFICATE OF DOCUMENTATION; REDOCUMENTATION

NOTE: FILING THIS APPLICATION DOES NOT ENTITLE A VESSEL TO DOCUMENTATION OR TO ANY CHANGES SOUGHT ON A CERTIFICATE OF DOCUMENTATION. OFFICIAL NUMBERS DESIGNATED ON THE BASIS OF THIS APPLICATION ARE NOT TRANSFERABLE. ONLY A CURRENT CERTIFICATE OF DOCUMENTATION IS VALID FOR VESSEL OPERATION.

COMPLETE FOR ALL APPLICATIONS

A. VESSEL NAME (REQUIRED) Dark Angel KIKI S (Zulu Time) CLICK ICON TO ATTACH LIST OF ADDITIONAL VESSEL(S)		B. OFFICIAL # (IF AWARDED) 628537
--	--	--------------------------------------

C. HULL ID # (IF ANY) N0628537 NET 21	D. IMO # (IF ANY)	E. HAILING PORT INCLUDING STATE (TO BE MARKED ON VESSEL) KoOolina, HI
---	-------------------	--

F. NAME OF MANAGING OWNER Michael Schmidt E-MAIL ADDRESS: 11usd77@gmail.com TELEPHONE NUMBER: 808-285-6743 808 365 3548		SOCIAL SECURITY OR TAX ID NUMBER (REQUIRED - 46 USC 12104): SSN: 570-35-4761 TIN:	
--	--	---	--

G. PHYSICAL ADDRESS OF MANAGING OWNER (REQUIRED - 46 CFR 67.113) 7467 Zelzah Ave Reseda, CA 91335	MAILING ADDRESS OF MANAGING OWNER (IF DIFFERENT THAN PHYSICAL ADDRESS - E.G., P.O. BOX)
---	---

H. NAME(S) OF OTHER OWNER(S) CLICK ICON TO ATTACH LIST OF ADDITIONAL OWNER(S)	SOCIAL SECURITY OR TAX ID NUMBER(S) OF OTHER OWNER(S) SSN: TIN:
--	--

I. PURPOSE OF APPLICATION

1. EXCHANGE OF CERTIFICATE OF DOCUMENTATION.

2. REPLACEMENT OF LOST, WRONGFULLY WITHHELD OR MUTILATED CERTIFICATE OF DOCUMENTATION.

3. RE-INSTATEMENT OF CERTIFICATE OF DOCUMENTATION FOLLOWING FAILURE TO RENEW.

4. RETURN TO DOCUMENTATION FOLLOWING DELETION. VESSEL NAME WHEN LAST DOCUMENTED: _____

5. APPLICATION FOR OFFICIAL NUMBER AND FIRST CERTIFICATE OF DOCUMENTATION. VESSEL

WAS BUILT AT _____ IN _____ MONTH/YEAR

OR

IS UNDER CONSTRUCTION AT _____ AND IS SCHEDULED FOR COMPLETION IN _____

HULL MATERIAL: WOOD STEEL FIBROUS REINFORCED PLASTIC ALUMINUM CONCRETE

OTHER (DESCRIBE) _____ APPROXIMATE LENGTH OF VESSEL _____

PREVIOUS NAMES, NUMBERS, OR FOREIGN REGISTRATIONS OF VESSEL _____

J. ENDORSEMENTS FOR WHICH APPLICATION IS MADE

<input checked="" type="checkbox"/> RECREATIONAL	<input type="checkbox"/> COASTWISE - BOWATERS ONLY (CERTIFICATE ON FILE)
<input type="checkbox"/> FISHERY	<input type="checkbox"/> COASTWISE - OIL SPILL RESPONSE ONLY (LETTER OF QUALIFICATION ON FILE)
<input type="checkbox"/> COASTWISE	<input type="checkbox"/> COASTWISE UNDER CHARTER TO AN ENTITY QUALIFIED TO ENGAGE IN COASTWISE TRADE
<input type="checkbox"/> REGISTRY	(COPY OF CHARTER ON FILE)

K. PRIMARY SERVICE & HORSEPOWER

HORSEPOWER: 50

<input type="checkbox"/> COMMERCIAL FISHING BOAT	<input type="checkbox"/> OFFSHORE SUPPLY VESSEL	<input checked="" type="checkbox"/> RECREATIONAL
<input type="checkbox"/> FISH PROCESSING VESSEL	<input type="checkbox"/> PASSENGER (6 OR FEWER)	<input type="checkbox"/> RESEARCH VESSEL
<input type="checkbox"/> FREIGHT SHIP	<input type="checkbox"/> PASSENGER (MORE THAN 6)	<input type="checkbox"/> SCHOOL SHIP
<input type="checkbox"/> FREIGHT BARGE	<input type="checkbox"/> PASSENGER BARGE (6 OR FEWER)	<input type="checkbox"/> TANK BARGE
<input type="checkbox"/> INDUSTRIAL VESSEL	<input type="checkbox"/> PASSENGER BARGE (MORE THAN 6)	<input type="checkbox"/> TANK SHIP
<input type="checkbox"/> MOBILE OFFSHORE DRILLING UNIT	<input type="checkbox"/> PUBLIC FREIGHT	<input type="checkbox"/> TOWING VESSEL
<input type="checkbox"/> OIL RECOVERY	<input type="checkbox"/> PUBLIC TANKSHIP/BARGE	<input type="checkbox"/> UNCLASSIFIED VESSEL
	<input type="checkbox"/> PUBLIC VESSEL, UNC	

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L. CITIZENSHIP OF OWNER (CHECK THE BOX(ES) TO SHOW THE TYPE(S) OF ENTITY(IES) THAT OWNS THE VESSEL)

ONE OR MORE INDIVIDUALS
I (WE) CERTIFY THAT ALL OWNERS OF THIS VESSEL ARE CITIZENS OF THE UNITED STATES

GOVERNMENT ENTITY (FEDERAL, STATE, TERRITORY, POSSESSION OR SUBDIVISION)

CORPORATION (SEE SECTION M, ITEM 5 WHEN APPLYING FOR A FISHERY OR COASTWISE ENDORSEMENT).

1. STATE OF INCORPORATION _____
2. CITIZENSHIP OF CHIEF EXECUTIVE OFFICER BY WHATEVER TITLE _____
3. CITIZENSHIP OF CHAIRMAN OF THE BOARD _____
4. NUMBER OF DIRECTORS NECESSARY TO CONSTITUTE A QUORUM _____
5. NUMBER OF ALIEN DIRECTORS _____
6. PERCENTAGE OF STOCK OWNED BY U.S. CITIZENS ELIGIBLE TO DOCUMENT VESSELS IN THEIR OWN RIGHT, WITH THE ENDORSEMENT(S) SOUGHT ON THIS APPLICATION IN ACCORDANCE WITH 46 CFR PART 67 (SUBPART C)
 LESS THAN 50% 75% OR MORE (AND, AT EACH TIER, IF APPLICABLE)
 50% OR MORE: STATE EXACT 75% OR MORE (AND, AT EACH TIER AND IN THE AGGREGATE (IF FISHERY), IF APPLICABLE)
PERCENTAGE _____

LIMITED LIABILITY COMPANY (LLC): (COMPLETE EQUITY SECTION AND CHOOSE TYPE) (SEE SECTION M, ITEM 5 WHEN APPLYING FOR A FISHERY OR COASTWISE ENDORSEMENT).

EQUITY INTEREST OWNED BY PERSONS ELIGIBLE TO DOCUMENT VESSELS IN THEIR OWN RIGHT WITH THE ENDORSEMENT SOUGHT IN ACCORDANCE WITH 46 CFR PART 67 (SUBPART C)

-
- LESS THAN 50%
-
- 75% OR MORE (AND, AT EACH TIER, IF APPLICABLE)
-
-
- 50% OR MORE: STATE EXACT
-
- 75% OR MORE (AND, AT EACH TIER AND IN THE AGGREGATE (IF FISHERY), IF APPLICABLE)
-
- PERCENTAGE _____

1. MEMBER MANAGED LIMITED LIABILITY COMPANY
I (WE) CERTIFY THAT ALL MEMBERS OF THIS LLC ARE CITIZENS OF THE UNITED STATES ELIGIBLE TO DOCUMENT VESSELS WITH THE ENDORSEMENT(S) SOUGHT IN THEIR OWN RIGHT.
(CLICK ICON TO ATTACH LIST OF ALL MEMBERS)(REQUIRED)

OR
2. LIMITED LIABILITY COMPANY NOT MANAGED BY MEMBERS AND NOT SIMILAR TO GENERAL PARTNERSHIP:
PLEASE NOTE (A) & (B) MUST BE CHECKED FOR FISHERY AND COASTWISE ENDORSEMENTS; NOT REQUIRED FOR COASTWISE OIL SPILL OR COASTWISE UNDER CHARTER ENDORSEMENTS.

- A. I (WE) CERTIFY THAT ANY PERSON ELECTED TO MANAGE THE LLC OR WHO IS AUTHORIZED TO BIND THE LLC, AND ANY PERSON WHO HOLDS A POSITION EQUIVALENT TO THE CHIEF EXECUTIVE OFFICER, BY WHATEVER TITLE, AND THE CHAIRMAN OF THE BOARD OF DIRECTORS IN A CORPORATION, AND ANY PERSONS AUTHORIZED TO ACT IN THEIR ABSENCE ARE CITIZENS OF THE UNITED STATES.
- B. NON-CITIZENS DO NOT HAVE AUTHORITY WITHIN A MANAGEMENT GROUP, WHETHER THROUGH VETO POWER, COMBINED VOTING, OR OTHERWISE, TO EXERCISE CONTROL OVER THE LLC.

STATE WHERE ORGANIZED _____

PARTNERSHIP (COMPLETE EQUITY SECTION AND CHOOSE TYPE) (SEE SECTION M, ITEM 5 WHEN APPLYING FOR FISHERY OR COASTWISE ENDORSEMENT)

EQUITY INTEREST OWNED BY PERSONS ELIGIBLE TO DOCUMENT VESSELS IN THEIR OWN RIGHT WITH THE ENDORSEMENT SOUGHT IN ACCORDANCE WITH 46 CFR PART 67 (SUBPART C)

-
- LESS THAN 50%
-
- 75% OR MORE (AND, AT EACH TIER, IF APPLICABLE)
-
-
- 50% OR MORE STATE EXACT
-
- 75% OR MORE (AND, AT EACH TIER AND IN THE AGGREGATE (IF FISHERY), IF APPLICABLE)
-
- PERCENTAGE _____

1. GENERAL PARTNERSHIP
I (WE) CERTIFY THAT ALL PARTNERS IN THIS PARTNERSHIP ARE CITIZENS OF THE UNITED STATES ELIGIBLE TO DOCUMENT VESSELS WITH THE ENDORSEMENT(S) SOUGHT IN THEIR OWN RIGHT.

2. LIMITED PARTNERSHIP
I (WE) CERTIFY THAT ALL GENERAL PARTNERS IN THIS PARTNERSHIP ARE CITIZENS OF THE UNITED STATES, ELIGIBLE TO DOCUMENT VESSELS WITH THE ENDORSEMENT(S) SOUGHT IN THEIR OWN RIGHT.

(CLICK ICON TO ATTACH LIST OF ALL GENERAL PARTNERS)(REQUIRED)

CORPORATION QUALIFIED AND APPLYING UNDER 46 CFR 68.01 (BOWATERS)
I (WE) CERTIFY THAT THE CORPORATE STRUCTURE HAS NOT CHANGED SINCE ISSUANCE OF THE CERTIFICATE OF COMPLIANCE.

VESSEL OWNED OR OPERATED BY NOT-FOR-PROFIT OIL RECOVERY COOPERATIVE
I (WE) CERTIFY THAT THE INFORMATION ON FILE WITH REGARD TO COOPERATIVE AND ISSUANCE OF THE LETTER OF QUALIFICATION REMAINS UNCHANGED.

JOINT VENTURE OR ASSOCIATION
I (WE) CERTIFY THAT ALL MEMBERS OF THIS (JOINT VENTURE) (ASSOCIATION) ARE CITIZENS OF THE UNITED STATES, ELIGIBLE TO DOCUMENT VESSELS IN THEIR OWN RIGHT WITH THE ENDORSEMENT(S) SOUGHT.

(CLICK ICON TO ATTACH LIST OF ALL JOINT VENTURERS/MEMBERS)(REQUIRED)

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TRUST ARRANGEMENT (COMPLETE EQUITY/STOCK SECTION) (SEE SECTION M, ITEM 5 WHEN APPLYING FOR A FISHERY OR COASTWISE ENDORSEMENT)

I (WE) CERTIFY THAT ALL TRUSTEES AND ALL BENEFICIARIES WITH AN ENFORCEABLE INTEREST IN THIS TRUST ARRANGEMENT ARE CITIZENS OF THE UNITED STATES, ELIGIBLE TO DOCUMENT VESSELS WITH THE ENDORSEMENT(S) SOUGHT IN THEIR OWN RIGHT.

EQUITY INTEREST OWNED BY PERSONS ELIGIBLE TO DOCUMENT VESSELS IN THEIR OWN RIGHT WITH THE ENDORSEMENT(S) SOUGHT IN ACCORDANCE WITH 46 CFR PART 67 (SUBPART C)

- LESS THAN 50%
- 50% OR MORE: STATE EXACT PERCENTAGE _____
- 75% OR MORE (AND, AT EACH TIER, IF APPLICABLE)
- 75% OR MORE (AND, AT EACH TIER AND IN THE AGGREGATE (IF FISHERY), IF APPLICABLE)

OR

VESSEL OWNED IN A TRUST ARRANGEMENT PURSUANT TO 46 USC 12111(c) (CROSS BORDER FINANCING)

I (WE) CERTIFY THAT THE VESSEL IS OWNED IN A TRUST ARRANGEMENT THAT QUALIFIES FOR A REGISTRY ENDORSEMENT ONLY PURSUANT TO PUBLIC LAW 104-324, SECT. 1136. ATTACHED IS AN AFFIDAVIT OF EACH TRUSTEE AND CITIZENSHIP EVIDENCE FOR THE CHARTERER AS REQUIRED UNDER THE STATUTE.

(CLICK ICON TO ATTACH LIST OF ALL TRUSTEES AND ALL BENEFICIARIES WITH AN ENFORCEABLE INTEREST)(REQUIRED)

M. I (WE) CERTIFY THAT: (MARK ALL THAT ARE APPLICABLE. ITEM 5. NOT REQUIRED FOR COASTWISE BOWATER ONLY, OIL SPILL, OR UNDER CHARTER ENDORSEMENTS.)

- 1. I AM (WE ARE) A CITIZEN(S) OF THE UNITED STATES AND LEGALLY AUTHORIZED TO EXECUTE THIS APPLICATION IN THE CAPACITY SHOWN;
- 2. IN ACCORDANCE WITH 46 CFR PART 67 (SUBPART I) THE VESSEL(S) TO WHICH THIS APPLICATION APPLIES;
 - (a) HAS (HAVE) BEEN MARKED OR WILL BE MARKED;
 - (b) WILL AT ALL TIMES REMAIN UNDER THE COMMAND OF A U.S. CITIZEN, UNLESS DOCUMENTED SOLELY WITH A RECREATIONAL ENDORSEMENT; WILL NOT BE OPERATED IN A TRADE NOT AUTHORIZED BY THE ENDORSEMENT(S) ON THE CERTIFICATE(S) OF DOCUMENTATION. THE NAME(S) OF THE VESSEL(S) WILL NOT BE CHANGED WITHOUT APPROVAL FROM THE NATIONAL VESSEL DOCUMENTATION CENTER; AND (WE) WILL PROMPTLY NOTIFY THE NATIONAL VESSEL DOCUMENTATION CENTER UPON A CHANGE IN ANY OF THE INFORMATION OR REPRESENTATIONS IN THIS APPLICATION.
- 3. HAS (HAVE) NOT OR HAS (HAVE) BEEN REBUILT OR SUBSTANTIALLY ALTERED SINCE LAST DOCUMENTATION;
- 4. THE VESSEL IS
 - NOT TITLED UNDER A STATE OR
 - TITLED UNDER THE LAWS OF _____

THE FOLLOWING ITEM IS REQUIRED FOR COASTWISE AND/OR FISHERY ENDORSEMENTS; HOWEVER, IT IS NOT REQUIRED FOR COASTWISE BOWATER ONLY, OIL SPILL, OR UNDER CHARTER ENDORSEMENTS.

5. U.S. CONTROL CERTIFICATION: THERE IS NO CONTRACT OR UNDERSTANDING THAT PROVIDES MORE THAN 25% OF THE VOTING POWER IN THE PARTNERSHIP, LIMITED LIABILITY COMPANY, CORPORATION, OR OTHER OWNING ENTITY EITHER DIRECTLY OR INDIRECTLY ON BEHALF OF ANY PERSON NOT A CITIZEN OF THE UNITED STATES. BY NO MEANS WHATSOEVER IS CONTROL IN EXCESS OF 25% CONFERRED UPON OR PERMITTED TO BE EXERCISED BY A PERSON WHO IS NOT A CITIZEN OF THE UNITED STATES.

POTENTIAL PENALTIES FOR FALSE STATEMENTS OR REPRESENTATIONS BY OWNER OR REPRESENTATIVE: CIVIL, MONETARY, VESSEL FORFEITURE (46 USC 12151), FINE AND/OR IMPRISONMENT (18 USC 1001)

SIGNATURE _____ DATE July 18, 2020 Managing Owner _____
 CAPACITY (E.G., OWNER, AGENT, TRUSTEE, GENERAL PARTNER, CORPORATE OFFICER, MEMBER)

Michael Schmidt
 PRINTED OR TYPED NAME

APPLICATION FEES ARE NOT REFUNDABLE (46 CFR 67.500 (e)).

PRIVACY ACT STATEMENT

- 1. **AUTHORITY:** 46 U.S.C. CHAPTER 121, DOCUMENTATION OF VESSELS AND 46 U.S.C. CHAPTER 125, VESSEL IDENTIFICATION SYSTEM; 46 U.S.C. § 50501, ENTITIES DEEMED CITIZENS OF THE UNITED STATES.
- 2. **PURPOSE:** TO VALIDATE CITIZENSHIP OF THE OWNER OF THE VESSEL FOR WHICH APPLICATION FOR DOCUMENTATION IS MADE, TO DETERMINE ELIGIBILITY OF THE VESSEL TO BE DOCUMENTED WITH THE PREFERRED TRADE ENDORSEMENT, AND TO PUBLISH INFORMATION RELATED TO U.S. DOCUMENTED VESSELS.
- 3. **ROUTINE USES:** AUTHORIZED USCG PERSONNEL WILL UTILIZE THIS INFORMATION TO VALIDATE CITIZENSHIP OF THE VESSEL'S OWNER AND CERTIFY VESSEL'S ELIGIBILITY TO BE DOCUMENTED WITH THE PREFERRED TRADE ENDORSEMENT. ANY DISCLOSURES OF DATA WITHIN THIS RECORD WILL BE MADE IN ACCORDANCE WITH DHS/USCG-013, MARINE INFORMATION FOR SAFETY AND LAW ENFORCEMENT (MISLE), 74 FEDERAL REGISTER (FR) 30305, JUNE 25, 2009.
- 4. **CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE REQUESTED INFORMATION WILL RESULT IN DENIAL OF APPLICATION, WHICH MAY PREVENT THE OWNER FROM OPERATING THE VESSEL(S) IN A SPECIFIC TRADE.

AN AGENCY MAY NOT CONDUCT OR SPONSOR AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 30 MINUTES. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR MAKE SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T J JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA 25419, OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0027), WASHINGTON, DC 20503.

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INSTRUCTIONS FOR COMPLETING FORM CG-1258

- A. **VESSEL NAME:** Insert name by which you wish the vessel to be known. If applying to change the vessel's name, insert the old vessel name in parenthesis. Only standard Alpha and Numeric Characters in the vessel name will appear on the Certificate of Documentation. Click icon for attachment if application covers multiple vessels.
- B. **OFFICIAL NUMBER:** Insert the Official Number (O/N) awarded by the Coast Guard for all but Initial Issue cases.
- C. **HULL ID #:** Insert Hull Identification Number (HIN) as assigned in accordance with 33 CFR 81.
- D. **IMO #:** Insert International Maritime Organization Number (IMO), if any.
- E. **HAILING PORT:** Insert name of place and state exactly as it is or will be marked on the vessel. The hailing port must be a place in the United States. Commonly used abbreviations such as 'NY, NY' are acceptable.
- F. **MANAGING OWNER:** Name, e-mail address and telephone number of the owner to whom the Coast Guard should send correspondence and their Social Security Number (SSN) or Tax Identification Number (TIN). SSN or TIN IS **REQUIRED**. Only an owner or part owner can be the managing owner. For vessels owned by a corporation the corporation is the managing owner. For a trust arrangement, the trustee is the managing owner. For a Partnership or a LLC, the name of the Partnership or the LLC should be shown.
- G. **ADDRESS OF MANAGING OWNER:** Enter the mailing address. If physical (street) address differs from mailing address, enter BOTH.
- H. **NAME(S) AND SOCIAL SECURITY NUMBER(S) OR TAX I.D. NUMBER(S) OF OTHER OWNERS:** All persons/entities (other than managing owner) who own an interest in the vessel. If no owners other than the managing owner, leave blank. Click icon for attachment if application covers multiple owners.
- I. **PURPOSE OF APPLICATION:** Check applicable blocks to show purpose of application. If vessel has never been documented, check Block #5 and provide ALL requested information known about the vessel's place and year of build, hull material, approximate length and previous names and numbers. If this information is unknown, please indicate.
- J. **ENDORSEMENTS:** Check the appropriate block(s) to indicate all endorsement(s) sought on this application.
- K. **PRIMARY SERVICE & HORSEPOWER:** Select only ONE service for which the vessel will be primarily used and insert horsepower.
- L. **CITIZENSHIP:** Vessel must be owned by a U.S. citizen eligible for the endorsement(s) sought. Select the section that describes the type of entity that owns the vessel. Citizenship for all owners must be provided.
- INDIVIDUAL:** Includes native born and naturalized U.S. citizens.
- GOVERNMENT ENTITY:** Includes Federal, State, Territory, Possession or Subdivision.
- CORPORATION:** Complete all items that apply.
- LIMITED LIABILITY COMPANY (LLC):** Complete Equity Section and choose type. For member managed LLC, a list of members is required. Click icon for attachment if application covers multiple members.
- PARTNERSHIP:** Complete Equity Section and choose type. A list of all general partners is required. Click icon for attachment if application covers multiple general partners.
- CORPORATIONS QUALIFIED UNDER 46 CFR 68.01 OR OWNED BY A NOT-FOR-PROFIT OIL RECOVERY COOPERATIVE:**
Attach a copy of the Certificate of Compliance or Letter of Qualification issued by the Director, NVDC.
- JOINT VENTURE/ASSOCIATION:** A list of all joint venturers/members is required. The percentage held by each need not be shown. Click icon for attachment if application covers multiple joint venturers/members.
- TRUST ARRANGEMENT:** All trustees must be U.S. citizens. If applicable, each beneficiary with an enforceable interest must be a citizen. A list of all trustees (except managing owner) and beneficiaries with an enforceable interest is required. Click icon for attachment if application covers multiple trustees/beneficiaries with an enforceable interest.
- M. **CERTIFICATION:** Complete as appropriate. The law provides severe penalties for false statements against both the person (including agents) making the statement and against the vessel for which it is made.

NOTE: When applying for Fishery and/or Coastwise endorsement(s), see item 5.

READ THE PRIVACY ACT STATEMENT AT THE END OF THE CG-1258.
ADDITIONAL INFORMATION ABOUT DOCUMENTATION MAY BE FOUND AT OUR WEBSITE
<http://www.uscg.mil/nvdc> and in 46 CFR Parts 67, 68 and 69.
YOU MAY ALSO CONTACT OUR OFFICE AT: 800-799-8362 OR BY MAIL AT U. S. COAST GUARD,
NATIONAL VESSEL DOCUMENTATION CENTER, 792 TJ JACKSON DRIVE, FALLING WATERS, WV 25419.

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DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard
AUTHORIZATION FOR CREDIT CARD TRANSACTIONS

OMB No: 1625-0027
Expires: 07/31/2019

A. DATE
7-20-2020

B. FROM MIKE SCHMIDT	C. TELEPHONE NUMBER 808 365 3548
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D. VESSEL NAME ZULU TIME	E. HULL IDENTIFICATION # OR OTHER UNIQUE IDENTIFIER (IF ANY) 628537
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F. CREDIT CARD HOLDER'S NAME
MIKE SCHMIDT

G. CREDIT CARD NUMBER (WE ACCEPT VISA, MASTERCARD, AMERICAN EXPRESS OR DISCOVER) 3 7 2 7 4 1 1 3 8 4 5 7 8 2 4	H. EXPIRATION DATE 5-22
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I. AMOUNT OF CHARGE \$92.00	J. VESSEL USE/ENDORSEMENT (CHECK ONE) <input checked="" type="checkbox"/> REC <input type="checkbox"/> COM	K. OFFICIAL # OR HIN N0628537 NET 21
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L. INDICATE SERVICE REQUIRED
Visit our website at <http://www.uscg.mil/nvdc> for complete Fee Schedule

- Application Fees (Initial, Exchange, Return, and Replacement) Amount \$ 84.00
- Certificate of Ownership (CG-1330) Fee \$125.00
- Copy of General Index or Abstract of Title Fee \$25.00
- Certified Copy of Certificate of Documentation w/Seal Fee \$4.00
- Deletion Letter \$15.00
- Bill of Sale \$8.00/page
- Application for Renewal \$26.00
- Application for Late Renewal \$5.00 (include \$26.00 Renewal fee for a total of \$31.00)
- Other _____ Amount \$ _____

APPLICATION FEES ARE NOT REFUNDABLE (46 CFR 67.500 (E)).

M. REQUESTOR NAME & ADDRESS ATTN:	N. TELEPHONE NUMBER O. FAX NUMBER P. E-MAIL ADDRESS
--	---

FOR COAST GUARD USE ONLY

Q. NAME OF PERSON TAKING REQUEST	R. DATE PROCESSED
----------------------------------	-------------------

PRIVACY ACT STATEMENT

- AUTHORITY:** 5 U.S.C. 301, DEPARTMENTAL REGULATIONS; 46 U.S.C. CHAPTER 121, DOCUMENTATION OF VESSELS.
- PURPOSE:** COLLECT USER FEES FOR SERVICES (E.G. VESSEL DOCUMENTATION, BILL OF SALE, CERTIFICATE OF OWNERSHIP, ETC.) PROVIDED BY THE USCG NATIONAL VESSEL DOCUMENTATION CENTER (NVDC).
- ROUTINE USES:** AUTHORIZED USCG PERSONNEL WILL USE THIS DATA TO ASSESS AND ACCOUNT FOR VARIOUS USER FEES CHARGED BY THE NVDC. ANY DISCLOSURES OF DATA WITHIN THIS RECORD WILL BE MADE IN ACCORDANCE WITH DHS/USCG-013, MARINE INFORMATION FOR SAFETY AND LAW ENFORCEMENT (MISLE), 74 FEDERAL REGISTER (FR) 30305, JUNE 25, 2009, AND DHS/ALL-007 ACCOUNTS PAYABLE SYSTEM OF RECORDS, 80 FEDERAL REGISTER (FR) 58286, SEPTEMBER 28, 2015.
- CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** VOLUNTARY. HOWEVER, NO DOCUMENTATION SERVICE FOR WHICH A FEE IS APPLICABLE WILL BE PERFORMED UNTIL THE APPROPRIATE FEE HAS BEEN PAID, AS PER 46 CFR PART 67.500.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 5 MINUTES. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR MAKE SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T J JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA 25419, OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0027), WASHINGTON, DC 20503.

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MALU NAPUELUA
Office Assistant
malu.napuelua@koolina.com



92-100 Waipahu Place
Kapolei, Hawai'i 96707
KoOlinaMarina.com

Office (808)679-1050
Fax (808)679-1055

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**Ko Olina Marina Management LLC
CONTACT INFORMATION**

INFORMATION:

Owner Name : _____ Email (Required): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Date of Birth: _____

Business Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Emergency Contact: _____ Phone: _____ Relationship: _____

LEGAL OWNER

IF DIFFERENT FROM REGISTERED OWNER OR BOAT IF BOAT IS FINANCED

Name: _____ Phone: _____

Address: _____

City: _____ State _____ Zip Code: _____

PARTNER/SPOUSE: PLEASE CHECK ONE Partner Spouse

Name: _____ Email (Required): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Date of Birth: _____

VESSEL INFORMATION Power Sail Multi-Hull

Vessel Name: _____ Registration/Documentation #: _____

Make: _____ Year Built: _____

Hull Material: _____ Length Overall: _____ Beam: _____ Draft: _____

Presently Berthed at: _____

Insured By: _____

Live Aboard: Yes No If Yes, Number of Liveaboards: _____

The information on this application is true and correct to the best of my knowledge. I hereby authorize Marina or it's agents to verify that above information and obtain a credit report. All applicants must sign below.

Signature: _____ Date: _____

Signature: _____ Date: _____

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MARINA

Ko Olina Marina Management LLC
Marina Month-to-Month
Check List

The following documents need to be provided for your stay here in our marina.

- Contact Information Form
- Copy of Insurance (check exp)
- Copy of Registration/Documentation (check exp)
- Recent Picture of Owner and Boat
- Please attach your time frame (ETA, ETD)
- Boat Survey

}
}

Once all forms and documents are turned in, the General Manager/Harbor Master will contact you with an update.

Name: _____

Date: _____

Recorded By: _____

Deadline: August 1, 2020

Ko Olina Marina * N 21° 21'18.914 * W 158° 07.675

www.koolinamarina.com

92-100 Waipahu Place * Honolulu, Hawaii 96707 * Phone (808) 679-1050 * Facsimile (808) 679-1055

2020

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**SLIP
RATES & FEES
2020**

Effective May 1, 2020

SEAN STONE
GENERAL MANAGER
HARBOR MASTER

SLIP LENGTH Feet	MONTHLY RATE Slip & Water	STATE OF HAWAII Tax (4.712%)	TOTAL MONTHLY RATE
30'	\$490.00	\$23.09	\$513.09
35'	\$644.00	\$30.35	\$674.35
40'	\$797.00	\$37.55	\$834.55
45'	\$952.00	\$44.86	\$996.86
50'	\$1,044.00	\$49.19	\$1,093.19
50' (sngl)	\$2,472.00	\$116.48	\$2,588.48
55'	\$1,193.00	\$56.21	\$1,249.21
60'	\$1,346.00	\$63.42	\$1,409.42
60' (sngl)	\$2,770.00	\$130.52	\$2,900.52
65'	\$1,440.00	\$67.85	\$1,507.85
70'	\$1,600.00	\$75.39	\$1,675.39
70' (sngl)	\$3,075.00	\$144.89	\$3,219.89
80'	\$1,900.00	\$89.53	\$1,989.53
80' (sngl)	\$3,385.00	\$159.50	\$3,544.50
85'	\$2,055.00	\$96.83	\$2,151.83
85' (sngl)	\$3,535.00	\$166.57	\$3,701.57
90' (sngl)	\$3,690.00	\$173.87	\$3,863.87
110' (sngl)	\$4,305.00	\$202.85	\$4,507.85
120'	\$4,405.00	\$207.56	\$4,612.56
130'	\$5,430.00	\$255.86	\$5,685.86
148'	\$7,275.00	\$342.80	\$7,617.80



GUEST RATES:

- 30' - 45' Boats \$3.05 per foot, per day, plus tax.
- 50' - 60' Boats \$3.25 per foot, per day, plus tax.
- 65' - 85' Boats \$3.55 per foot, per day, plus tax.
- 120' - 148' Boats \$7.00 per foot, per day, plus tax.

WATER & PARKING:

Water is included in monthly slips fees, except for slips which are designated as Commercial. Parking is \$60.00 per month, per vehicle, plus tax.

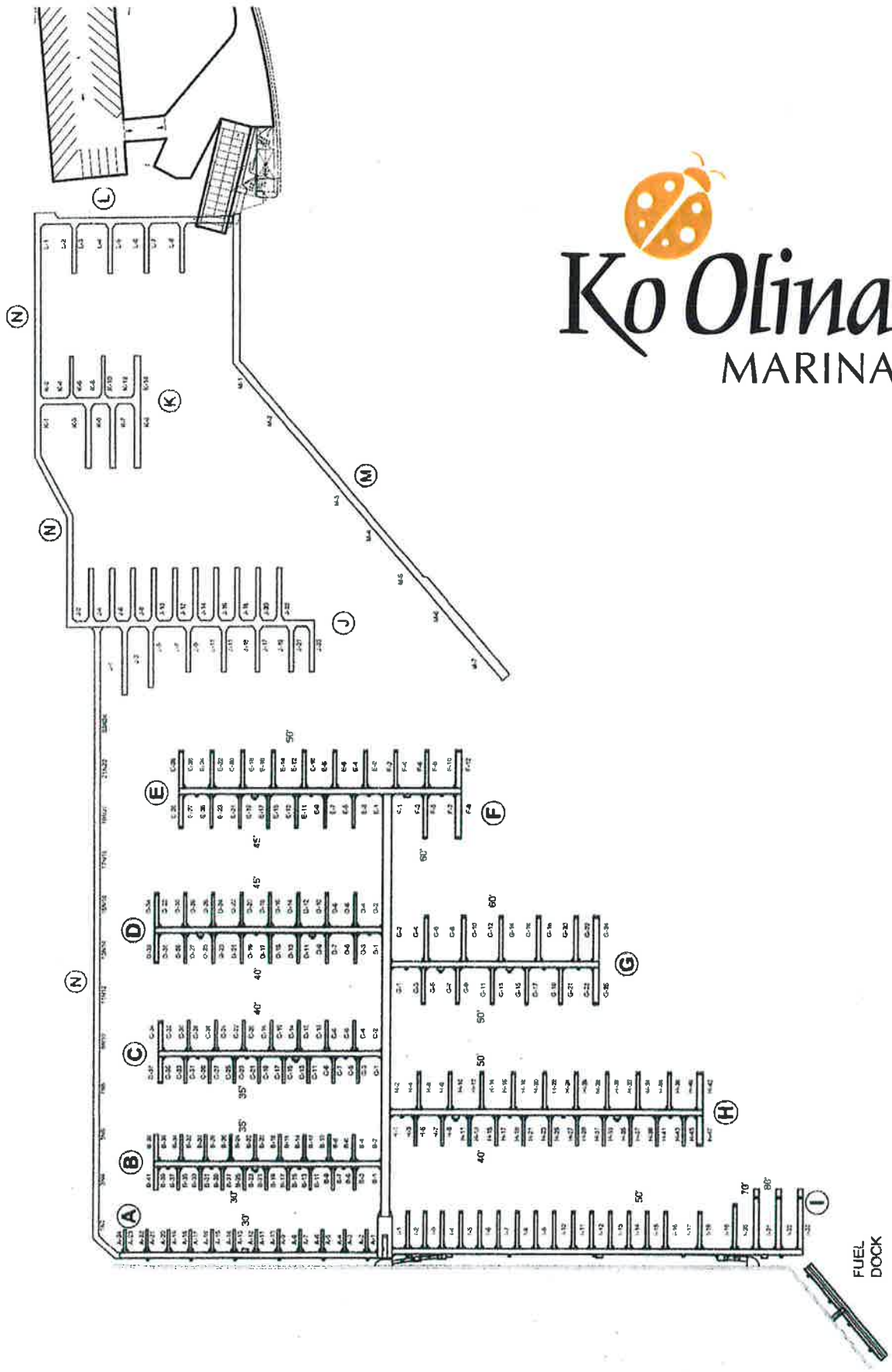
ELECTRICITY:

Electricity to each slip is metered individually, thus you pay for only what you use. Rates are based on local costs from the provider, plus an administrative fee. Electricity is billed one month behind, so you will not see an electric charge on your first month's statement. Boaters are responsible for their last month's electric charges at the time of their departure.

PERFORMANCE FEE:

Performance Fee is equal to one month's total slip fee and is required prior to entry into the Marina. Fee will be refunded within 30-days of vacating assuming all vacating procedures were followed.

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Ko Olina[®]

MARINA

State Harbor Facilities – Oahu

Ala Wai Boat Harbor

Corey Fujioka, Harbor Master
1651 Ala Moana Blvd.
Honolulu, HI 96815
Ph# 973-9727 Fax# 973-9739
Email: ala.wai.harbor@hawaii.gov

Keehi Boat Harbor

Debra Dudoit, Harbormaster
4 Sand Island Access Road
Honolulu, HI 96819
Ph# 832-3464 Fax 832-3419
Email: keehi.harbor@hawaii.gov

Waianae Boat Harbor

85-491 Farrington Hwy
Waianae, HI 96792
Ph# 697-7095 Fax# 697-7096
Email: waianae.harbor@hawaii.gov

Haleiwa Boat Harbor

Jina Ho-Waller, Harbor Master
66-105 Haleiwa Road
Haleiwa, HI 96712-0178
Ph# 637-8246 Fax# 637-8247
Email: haleiwa.harbor@hawaii.gov

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Heeia Kea Boat Harbor

Ernie Choy, Harbormaster
46-499 Kamehameha Hwy
Kaneohe, HI 96744
Ph# 233-3603 Fax 233-3602
Email: heeia.kea.harbor@hawaii.gov

Kewalo Basin - HCDA

Ph# 594-0849

DLNR BOATING
PERMITS
AUTION
WAIT
LIST

State Harbor Facilities – Oahu

Hawaii

Honokohau (808) 327-3685
Wailoa (808) 933-0414
District Office (808) 327-3690

Maui

Lahaina (808) 662-4060
Maalaea (808) 243-5818
District Office (808) 243-5824

Kauai

Nawiliwili (808) 241-3115
Port Allen (808) 335-8400
Hanalei (808) 241-3114
District Office (808) 241-3111

Lanai

Manele (808) 559-0723

Molokai

Kaunakakai (808) 553-1742

WINA
832-3464

Private Marinas & Yacht Clubs

Hawaii Yacht Club • OR 6

Ph# (808) 949-4622

CALL TOMAS

Makani Kai Marina

Ph# (808) 235-4416

Kaneohe Yacht Club

Ph# (808) 247-4121

NOT OPEN MONDAY

Keehi Marine Center

Ph# (808) 845-6465

NO SPACE

Waikiki Yacht Club

Ph# (808) 949-7141

953-0025

La Mariana

Ph# (808) 845-7738

NYMBEA
NO GOOD

Ko Olina Marina

Ph# (808) 679-1050

NOT OPEN MONDAY

\$315 LIVE ABOARD

Dry Dock

Keehi Marine Center

(808) 845-6465

+75¢ \$1.50 \$335 44
DAY

\$674 92-100 WAITAH
KAPOLEI PLACE
HEEIA MARINA PUBLIC

Miscellaneous

State Boating Registration

(808) 587-1970

Hawaiian Electric

(808) 548-7311

US Coast Guard

(808) 522-8260

Marine Forecast

(808) 973-4382

(808) 522-8001

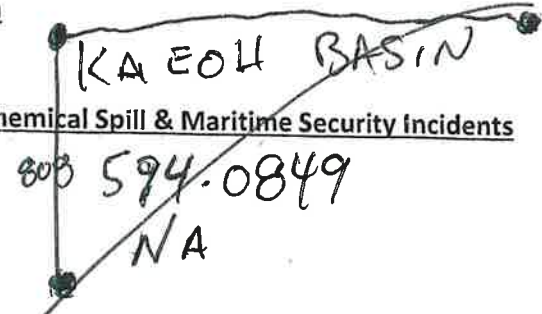
(808) 237-4600

US Coast Guard (Report an Oil/Chemical Spill & Maritime Security Incidents)

800-424-8802

DLNR – DOCARE

643-DLNR or 587-0077



Done (PORT CAPTAIN TRAINING)
304-808-1740

1892
1893

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To 4/5 PM

* 808 587 4272
241

808 587-4272
CATES MARINE
SERVICES LLC
24 SAND ISLAND
ACCESS RD
HONOLULU HI
46819

44' 83

1065 105

808-841-4950

Int'l #
111 313-C 5

Owner
DEN. CATES
24 SAND ISLAND

FURS & COMPANY

Leov/OCP

CC A. HAWAII

586 2653

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DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard
BILL OF SALE

OMB No: 1625-0027
Expires: 07/31/2019

1. VESSEL NAME
kiki B

2. OFFICIAL NUMBER OR HULL ID NUMBER
628537

3. NAME(S) AND ADDRESS(ES) OF SELLERS
Alexander Bloomfield
Denise Bloomfield
2611 Ala Wai Blvd
Honolulu, HI 96815

3A. TOTAL INTEREST OWNED (IF LESS THAN 100%): _____ %

4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH
Michael Schmidt
7467 Zelzah Ave
Reseda, CA 91335

4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED): _____ %

4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.



JOINT TENANCY WITH RIGHT OF SURVIVORSHIP TENANCY BY THE ENTIRETIES COMMUNITY PROPERTY

OTHER (DESCRIBE)

5. CONSIDERATION RECEIVED (ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED)
\$21,000.00

6. I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT, TITLE AND INTEREST IDENTIFIED IN BLOCK 4 OF THIS BILL OF SALE, IN THE PROPORTION SPECIFIED HEREIN.

VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.

7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S).
 

8. DATE SIGNED

9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)
Alexander Bloomfield, Owner Denise Bloomfield, Owner

10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATH.)

ON July 18, 2020 THE PERSON(S) NAMED IN SECTION 9 STATE: Hawaii
(DATE) CITY & COUNTY: Honolulu

ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSE THEREIN CONTAINED.

NOTARY PUBLIC:


MY COMMISSION EXPIRES: 12-22-2023
(DATE)

*Notary Certification on Reverse Side



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Kokua Yacht Sales, LLC
92-100 Waipahe Place Kapolei, Hawaii 96707
Office: 808 256-5206 Fax: 808 744-6381
E-mail: kokuaysllc@gmail.com Website: yachtworld.com/kokua

Vessel Purchase and Sale Agreement

Date: 7-17-20

The Purchaser(s) Michael L Schmidt, hereby offer(s) to purchase, per terms as follows, the vessel:

Boat Name Dark Angel Make CAL

Length 39 Year 1980

Documentation or Registration # 628537

This offer also includes all boat equipment currently on board unless otherwise stated. Personal items are not included.

- 1. The purchase price is ~~\$22,000.00~~ \$21,000.00 *BW* plus applicable titling and/or documentation fees and taxes.

Purchaser's earnest money of ten (10) percent of said price, \$ ~~2,200.00~~ \$2,100.00 *BW* (made payable to Kokua Yacht Sales LLC Client Account) shall be deposited into the client trust account upon acceptance of this offer by Seller. Said amount shall be credited to total purchase amount at time of closing.

Deposit PAID 1/ cash 7-17-20 BW NW

2. The balance of the purchase price shall be paid to the Broker's client trust account within 30 days. Once the funds have been deposited and cleared, in the trust account, and the Broker has received all documents of title from seller, properly executed for transfer and delivery to purchaser, and the Broker is in a position to deliver said funds, less brokerage fees, funds will be delivered to seller.

3. Seller must accept or decline this offer within **48 hours** of presentation.

4. Purchaser is accepting vessel "as is, where is"

Buyer Initials [Signature] Date 7-17-20
Buyer Initials _____ Date _____

Seller Initials ALB Date 7-17-20
Seller Initials [Signature] Date 7-17-20

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Kokua Yacht Sales, LLC

92-100 Waipahe Place Kapolei, Hawaii 96707

Office: 808 256-5206 Fax: 808 744-6381

E-mail: kokuaysllc@gmail.com Website: yachtworld.com/kokua

Closing Statement

Date: July 18, 2020

Vessel: 39' CAL "628537"

Buyer(s):

Michael Schmidt
7467 Zelzah Ave
Reseda, CA 91335

Seller(s):

Alexander Bloomfield
Denise Bloomfield
2611 Ala Wai Blvd
Honolulu, HI 96815

Seller Twins

Sales Price: \$21,000.00

Down Pymt: \$ 2,100.00

- PAID 1- full July, 17 2020 - ARB

Balance Due : \$18,900.00

- PAID 1- full July, 18 2020 - ARB

Kokua Yachts appreciates your business and looks forward to working with you in the future.

Aloha,
Brad Vessels
Kokua Yacht Sales
808 256-5206

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100

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5. CONTINGENCIES:

A. Financing: This offer is conditional upon **Purchaser** securing adequate financing to complete the transaction. Such financing approval must be completed by **Purchaser** within ten (10) days of acceptance of this offer and prior to sea trial and survey.

B. Sea trial: A Sea trial will be conducted within fifteen (15) days of acceptance of this offer. The vessel shall perform to **Purchaser's** expectations.

C. Survey: A survey will be conducted within fifteen (15) days of acceptance of this offer. The surveyor shall be of **Purchaser's** choice and all costs of survey, haul-out, bottom cleaning and any others will be paid by **Purchaser**.

It is understood that the **Purchaser** may refuse to purchase the vessel if any or all of the contingencies above are not met: if financing is unavailable and/or sea trial is unsatisfactory and/survey reveals that the vessel has deteriorated beyond a reasonable condition or that the vessel is in need of essential repairs to make vessel seaworthy and **Seller** refuses to remedy these things at **Seller's** expense **Then** earnest money will be refunded to **Purchaser** and this agreement shall be null and void.

6. The **Seller** shall furnish clear title to vessel, free and clear of all mortgages, claims and liens and in accordance with the rules of the U.S. Coast Guard or State registration policies.

7. If **Purchaser** fails to pay the balance of the purchase price in accordance with this agreement and all of the above contingencies have been met by **Seller**, any and all funds paid to date shall be retained by **Seller** and **Broker** as liquidated and agreed damages. The parties shall be relieved of all obligations under this agreement. Said sum will be divided equally between **Seller** and **Broker** less any expenses **Broker** incurred to benefit the sale of said vessel.

8. Information on this vessel is believed to be correct. No warranty, either specified or implied, and no representation as to the condition of said vessel has been made or is binding upon **Seller** and **Purchaser** other than those specifically set forth in this agreement.

9. As of the date of the Closing Statement, it is agreed that any dispute between **Seller** and **Purchaser** or any third party, shall not involve **Broker**. In other words, the vessel is sold "as is, where is" and as of the Closing Statement's date, the responsibilities of **Broker** have been completed. In the event of any legal proceedings that require involvement by **Broker** it is agreed that the losing party shall pay all legal and any other reasonable expenses incurred by **Broker**.

10. Both **Seller** and **Purchaser** agree to accept electronic copies as originals.

Special Provisions (list on reverse side if necessary) _____

Buyer Initials [Signature] Date 7-17-20
Buyer Initials _____ Date _____

Seller Initials ARS Date 7-17-20
Seller Initials [Signature] Date 7-17-20

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Michael Schmidt
PURCHASER (please print)

X Alexander Bloomfield
SELLER (please print)

PURCHASER (please sign)

X [Signature]
SELLER (please sign)

PURCHASER (please print)

X Denise Bloomfield
SELLER (please print)

PURCHASER (please sign)

X [Signature]
SELLER (please sign)

7467 Zeldas Ave
ADDRESS

2611 Ala Wai Blvd
ADDRESS

Reseda, CA 91335
City/State/Zip

Honolulu, HI 96815
City/State/Zip

Home phone

808-285-6743
Home phone

Work phone

Work phone

808-365-3548
Cell phone

Cell phone

Fax

Fax

E-mail address

E-mail address

Brad Vessels
Broker

808-256-5206
Broker Phone #

Date of Sea Trial N/A

Sea Trial accepted N/A

Date of Survey 7-17-20

Survey Accepted 7-17-20

All contingencies have been accepted and by signing this release means sale is complete and your deposit will NOT be refunded.

Date 7-17-20

Buyer [Signature]

