

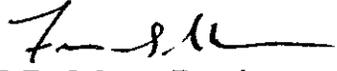
COMMONWEALTH OF PUERTO RICO
AUTHORITY OF CONSERVATION AND DEVELOPMENT
OF CULEBRA, PUERTO RICO

Number: 8460

Date: March 27, 2014



Approved: Hon. David E. Bernier Rivera
Secretary of State


Francisco J. Rodríguez Bernier
UnderSecretary of State

REGULATION AND GENERAL RULES FOR THE RENTAL, GRANT
AND USE OF THE FACILITIES AT FLAMENCO BEACH AND ITS
CAMPING AREA
MARCH 2014

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ARTICLE 1: LEGAL BASIS

The present Regulation is proposed under the provisions of Article 5(n) of Law number 76 of June 6th of 2002, known as “Law of the Conservation and Development of Culebra” and Law number 170 of August 12 of 1988, as amended, known as the “Administrative Procedures Act”.

ARTICLE 2: INTRODUCTION

The Authority of Conservation and Development of Culebra (herein after “ACDEC”) has jurisdiction over the Flamenco Beach of Culebra, its properties, buildings, recreational facilities, other structures and lands which are for the service of the citizenship either by the rental, grant or use permit. The same are used by public and private entities, by individuals and by civic, cultural, religious or athletic groups among others. The continuous use of the beach and ACDEC’s facilities by the citizenship makes it necessary to establish rules and controls to regulate the rentals and assure enjoyment of the same.

The maintenance, conservation, safety and utilities of the beach and its facilities, such as: electricity services, pluvial services, cleaning services and waste disposal services, among others; makes it imperative to have a budget. Therefore, it is necessary to

establish, according to the economy, the rates for the rent or use permit of the facilities under the jurisdiction, control or ownership of ACDEC.

The activities that will take place in the facilities or property of ACDEC have to be approved by the Executive Director or his authorized representative. In order to be approved any activity proposed must obey all laws and regulations, comply with ethical standards, and be of good moral character.

ARTICLE 3: HISTORY

The present regulation serves to repeal Regulation number 7252 dated September of 2006, titled: Regulation and General Rules for the Rental, Grant and Use of the Facilities at Flamenco Beach and its Camping Area. Likewise Regulation number 7252 annulled Regulation number 4864 of December 31st of 1992, titled: Regulation to Govern the Use and Enjoyment of the Flamenco Beach of Culebra and its Camping Area. Regulation number 7252 is annulled and the present Regulation is presented and registered with the purpose to expand and further clarify the rules for the better enjoyment of the beach and its nearby areas.

ARTICLE 4: DEFINITIONS

1. ACDEC- the Authority of Conservation and Development of Culebra.
2. Major- the Major of the Municipality of Culebra.
3. Camping Area- areas within the beach area that are designated and divided in a way that allows camping.
4. Bathing Area- area of the beach designated by buoys that limit the bathing area.

5. Picnic Area- area of the beach designated for the use of kiosks that provide food and other products to the visitors of the beach for their enjoyment. This area has trees, it is illuminated, provides picnic tables, benches, showers and other facilities for the enjoyment of the public.
6. Green Areas- outdoor area with vegetation where it will be allowed to carry out recreational activities.
7. Appointing Authority- the higher authority or higher hierarchy in an agency, instrumentality or public corporation.
8. Beach- recreational center at the Flamenco Beach located at the West side of the island of Culebra. It is destined to be a public beach and camping area. It comprises a parking lot, sanitary services, showers, tables, dressing rooms, trash disposal, among others. Also, it has an administration office and lifeguard posts at the beach.
9. Security Guard- ACDEC's personnel in charge of the surveillance, custody and protection to the above mention land and property matter of this Regulation.
10. Clients- any person or entity that uses any of the facilities under the jurisdiction and control of ACDEC subject to the conditions established by law, regulation, order, use permit or contract.
11. Executive Director- ACDEC's Executive Director.
12. Charitable Entities- refers to associations, religious groups, civic groups and non for profit organizations dedicated to providing services for purposes of social interest.
13. Government Entity - any agency, instrumentality or department of the Commonwealth of Puerto Rico or the Municipality of Culebra.

14. Federal Public Entity - any agency, instrumentality or department of the Federal Government of the United States of America.
15. Special Events – greater scale activities including in their assembly, among others: sponsors, stages, sounds, kiosks for the sale of food and beverages, temporary dressing rooms ("trailers"), artistic activities, contests, safety, portable sanitary facilities and emergency ambulances with medical staff.
16. Individual - natural person with legal capacity to become contract for themselves or in representation of another person or entity.
17. Board - Board of Directors of the ACDEC.
18. Municipality - Municipality of Culebra.
19. Promoter - Person responsible for developing a project and present and disseminate an event or idea of a project development plan and gather resources to carry it out. Must be licensed and certified as such.
20. Rent - amount to be paid for the use of the facilities as agreed.
21. Applicant - Any person, entity, corporation, partnership or group, that through a written application requests to rent any facility under the jurisdiction or ownership of the ACDEC.
22. Vigilant - Refers to the Official Group of Rangers of the Department of Natural Resources.

ARTICLE 5:

GENERAL TERMS

1. Visitors interested in camping at Flamenco Beach must fill out and submit a Camping Application Form provided by ACDEC in its reservations office at the

beach or you can request the form by mail to the ACDEC Reservations Office, PO Box 217, Culebra, PR 00775 or by calling: 787 742-0700.

2. Any special requirements related with the rentals must be included in the rental application form. All applicants have to comply with **all** the requirements, as stated in the application form.

3. For special events applicants must submit the "Application Form for Special Events" in the ACDEC's Offices by mail to: PO Box 214 Culebra, PR 00775 or by calling the following telephone number: 787 742-3880 / 787 742-3525.

4. Agreed rates for any special events must be approved in writing by the ACDEC's Executive Director.

5. The following payment methods are accepted: ATH, Master Card, VISA and cash or certified check. An **official receipt** will be issued whenever a facility is rented. **ACDEC does not accept Personal checks that are not certified.**

6. **Special receipts** will be issued for the deposit of bonds, for which payments are accepted as provided in the preceding paragraph. **ACDEC does not accept Personal checks that are not certified.**

7. The Reservations Office of ACDEC maintains a register of all facilities rentals that have been completed.

8. All rentals of camping tents, gazebos, huts, activity room, among others, entail a minimum deposit for the maintenance and cleanliness of the facilities. The deposit will be reimbursed if the facility is returned clean and in the same condition it was delivered to the customer. The Executive Director or his/her representative will authorize the return of a full or partial deposit, once it has been

verified that the installation is received as delivered. (For additional information on applicable deposits, see list of current fees.)

9. All applicants filling applications to rent space to install inflatable games, bounce houses or any other similar attractions are required to submit copy of the public liability insurance policy of the supplier of inflatable bounce house or attraction with an endorsement covering the ACDEC.

10. The Executive Director may grant a fifty percent (50%) discount to any government entity; provided they have previously requested such discount in writing by the Appointing Authority of the requesting entity.

11. The Executive Director may sponsor events as part of an exchange where the ACDEC receives some benefit. The Executive Director can also allow the use of ACDEC's facilities free of charge when deemed appropriate.

12. An assignment free of charge for the use of any facility entails a minimum charge previously established, according to the assigned facility. This minimum charge is established to cover the cost of utilities (electricity, water, maintenance, cleaning and disposal of solid waste).

13. Any rate change must be approved in advance by the Executive Director. **No employee or officer is authorized to change the rates** for rentals or use permits of the ACDEC.

14. ACDEC's Executive Director shall be responsible for compliance with the requirements and conditions of each rental previously established and compliance with these rules.

15. Any violation of these rules may be subject to the application of the Disciplinary Regulations established by the ACDEC.

ARTICLE 6: RULES FOR THE USE OF FLAMENCO BEACH AND ITS CAMPING AREA

1. Users of the camping area shall bring the necessary equipment for their stay including camping tents, kitchen appliances, personal effects and first aid. In case the user or users are not going to use camping huts (and are using hammocks, "sleeping bags" or something similar) they shall pay for the area where the camping is established at the same rate as if they had tents for the rental of the camping space.

2. At the beach there is a separate area with independent kiosks where visitors can rent or buy camping tents, beach equipment, food and articles for basic necessities. We encourage visitors of Flamenco Beach to sponsor these local businesses.

3. Camping is only allowed in the designated and identified areas for those purposes.

4. In order to protect the wildlife and plant life of Flamenco Beach **THE FOLLOWING ACTIVITIES ARE NOT PERMITTED:**

- Disturbing, harassing or harming the wildlife of Culebra.
- Cutting of trees or any vegetation.
- Campfires outside the kitchen prepared for those purposes.
- Burying trash anywhere in Flamenco Beach or surrounding areas.
- Use of lights on the beach as they can disorient sea turtles.

-Invading turtle nesting areas that have been identified and cordoned as such.

-Littering outside provided trash cans.

-To dispose of coal outside the designated area.

5. To ensure security, peace and enjoyment of all visitors, **THE FOLLOWING ARE NOT PERMITTED** in the beach area:

-Glass containers (any glass container will be confiscated).

-Use of motor vehicles of any kind at the seashore.

-Excessive volume of sound equipment.

-Lack of silence after 11:00 pm.

-Disorderly conduct, offensive words or nudity.

-Guns, with the exception of law enforcement.

-Animals, except guide dogs or police.

-Sleeping on the beach shore.

-Excessive use of alcoholic beverages.

-Electric generators or power extension cords.

ARTICLE 7: RULES FOR THE CELEBRATION OF FESTIVALS

The festival promoter or organizer must submit a preliminary application to the Executive Director of the ACDEC for the use of the beach. This application must be received at the ACDEC's office **45 days before the scheduled date of the activity.** The application shall include the following information:

- (1) Name, postal and physical address of the sponsor or organizer of the festival.
- (2) If it is a corporation, include the certificate of "Good Standing" and the physical address of its directors.
- (3) An overview of the purpose of the activity.
- (4) The approximate number of people expected to attend the festival.
- (5) A medical emergency plan and an island evacuation plan from the island of Culebra.
- (6) A plan for security management during the festival and to coordinate with local law enforcement agencies.

Once the preliminary application to celebrate the festival is approved, before granting final permission, the promoter or organizer must provide the following documents:

- (1) Local public liability insurance endorsed to ACDEC and the Municipality of Culebra issued by an insurance company authorized to do business in Puerto Rico. This policy shall cover not less than \$ 100,000.00 per occurrence and aggregate cover of not less than \$ 1,000,000.00 to cover additional damages.
- (2) Notarized documents releasing ACDEC and the Municipality of Culebra from all and any liability for any kind of accident or occurrence, injury or general misfortune that could occur to its employees, guests, visitors or customers and any other person as a result of the operation and management of the festival or activity conducted and assuming all responsibility.
- (3) State Insurance Fund Policy covering all employees for the duration of the festival or activity conducted.

(4) Deposit in cash or certified check in the amount of \$1,000.00 (daily), to ensure the cleanliness of the beach, which will take place within 24 hours of completion of the festival. The Executive Director will inspect the beach area and, if necessary, ACDEC's staff will conduct the cleaning of the area with charge to the bond.

(5) Any other document or requirement requested by ACDEC to grant the permit.

ARTICLE 6: HOURS OF USE

The Flamenco Beach of Culebra remains open to the public seven (7) days a week, from six in the morning (6 A.M.) until seven at night (7 P.M.).

ARTICLE 7: TRAFFIC AND PARKING

The use of motor vehicles on the beach will be governed by the following rules:

- (1) It is strictly prohibited to use motor vehicles on the beach, except those that are official, municipal and those belonging to ACDEC or any other agency.
- (2) Access to the beach on motor vehicle is permitted only through the main entrance.
- (3) Every private vehicle shall issue the corresponding payment for the use of the parking area. *See Price List.*
- (4) Private vehicles will use the designated parking area.
- (5) Vehicles transporting passengers will have a designated area for those purposes.
- (6) Vehicles carrying passengers must issue the corresponding monthly payment to ACDEC, depending on the high or low season, for the use of the parking area. *See Price List.*

(7) The maximum speed within the beach area is five miles per hour (5 mph).

ARTICLE 8: LEASE CONTRACTS

The ACDEC may contract with various concessionaries so that they can provide the necessary services for visitors to the beach to enjoy their stay in a safe atmosphere of good fun and free of contamination. The procedure for granting the awards is as follows:

Anyone interested in a lease contract for a kiosk must submit an application to the Operations Office of ACDEC at PO Box 214 Culebra, PR 00775 or by calling the following numbers: (787) 742-3880 / (787) 742-3225.

The application must include a description of the business the dealers are interested in developing. Also, the dealer must provide the following certifications required by law to any person or entity who contracts with the government:

- 1) Certification of Income Tax Return filing for the last 5 years before the contract.
- 2) Certification of no debt with the Treasury Department or of maintaining a current payment plan and keep it in compliance.
- 3) Good Standing certifying no alimony debt or certifying to have a payment plan with the Administration for Child Support (ASUME) and keep it in compliance.
- 4) Certification of Debt Income Municipal Center or be covered by a payment plan and keep up with it.
- 5) Certification that all employees are covered by a policy with the State Insurance Fund.
- 6) The grantee must submit all required documents and payment for their proposal to be evaluated.

Once the dealer provides the required certifications, **the ACDEC will notify if their proposal is accepted within 60 days of receipt of the application and documentation.**

When this process is completed the ACDEC will notify its acceptance of the proposal and of the leased space to be provided for the development of the business described in the proposal and accepted by ACDEC. This space can be varied by ACDEC either upon application or on its own initiative. Any changes to the original terms in the proposal must be approved by the ACDEC. All concession contracts must include the following clauses:

- (1) **Rental Fee:** The rental fee will be the sum agreed in the contract. An initial deposit of **two months** rent will be required to guarantee the payment of rent. Payments shall be made the first day (1) of each month. Payments received after the tenth (10) of the month, will lead to an additional penalty of 8.33% and payments without the penalty will not be accepted. Each month in delay will result in an additional penalty of 8.33%. A delay of thirty (30) days or more shall be sufficient cause to cancel the contract. Also, a \$35.00 penalty will be charged for each delay incurred and the amount of \$25.00 will be charged for returned checks.
- (2) **Term:** The term of the contract is one year from the date of grant, renewable at the ACDEC's discretion.
- (3) **Utilities:** Dealer shall pay the costs of electricity and drinking water services. It shall be the dealer's responsibility to make all the necessary connections in compliance with all safety rules and standards for the leased premises. **The dealer must obtain the services of drinking water and electricity for the**

premises. The use of electric generators is NOT allowed, except in extraordinary circumstances and with the ACDEC's permission.

- (4) **Sub-lease:** the premises CANNOT be sublet without the approval of the ACDEC.
- (5) **Duties:** The dealer agrees to comply with current pricing regulations, as well as with applicable health, labeling and environmental standards; and also to provide **before beginning its operations**, all applicable licenses and certifications required by law and/or regulations for the type of dealer. In addition, the dealer is obliged to exhibit such current licenses in the business as required by law.
- (6) **Solid Waste Management:** The dealer shall place a waste disposal container in the immediate surrounding area of its leased kiosk for the collection and disposal of garbage and other waste. The Dealer must also maintain its kiosk area clean, uncluttered and free of any risk to public health or safety.
- (7) **Managing Used Oil:** The dealer may not place used cooking oil in trash cans, sand or at the beach. Used oil will be deposited in the container located at the beach for that purpose. When the container of oil is reaching its storage capacity, it will be the dealer's responsibility to notify the Waste Management and/or recycling Department of the Municipality for its disposal and replacement.
- (8) **Noise Management:** If the dealer proposes to use any of the following: speakers, loudspeakers, megaphones or any other device, means or instrument of sound amplification to promote their business, advertise or call the public's attention, they must adjust the sound to avoid noise pollution. You may only use such media

devices in the designated area, and in any case, the sound level of the latter may not exceed fifty-five (55) decibels.

- (9) **Accident and Insurance:** The dealer releases ACDEC of, and assumes any and all responsibility for any kind of accident or occurrence, stroke or general misfortune that may occur to its employees, guests, visitors or customers and any other person as a result of the operation and management of the business and the products served for consumption and/or sold or rented. for those purposes, the dealer must keep their employees covered under a policy with the State Insurance Fund and at all times maintain a public liability policy endorsed in favor of the Municipality of Culebra and ACDEC, with individual coverage of no less than \$100,000 per accident and an overall aggregate policy of no less than \$1,000,000.00. This policy coverage can be offered by each dealer individually or by all dealers as a group.
- (10) **Sale of Alcohol:** The dealer may sell alcoholic beverages if they obtain and display the corresponding current permits and licenses required by law for such business. You may not sell beverages in bottles (glass containers), if necessary they should be served in plastic cups and properly dispose of the glass containers. The dealer is responsible for maintaining the cleanliness, order and safety related to the sale of alcoholic beverages in its designated area. Any violation of this clause will result in a fine up to \$1,000.00.
- (11) **Losses:** The ACDEC is **NOT** liable for any damages or losses of the dealer's equipment caused by fire, theft, vandalism, negligence or acts of nature.

- (12) **Discrimination:** The licensee agrees not to discriminate against any person because of race, color, sex, national origin, political or religious beliefs, physical or mental disability, age or any other form of discrimination prohibited by law.
- (13) **Breach or violation of law and/or regulations:** The BREACH of any of the clauses and conditions of this contract, or violation of any laws and/or regulations of the Beach, the Municipality or State or Federal, is sufficient grounds for the immediate termination of the contract; The ACDEC reserves the right to cancel the contract for any violation of the laws and/or regulations.
- (14) **Severability:** All provisions of this contract shall be interpreted, not in isolation but as a whole, taking into account the relationship with each other, but declared invalid or void any of them, the other will continue in full force and effect.
- (15) **Costs, Expenses and Attorneys' Fees:** In the event of the filing of a legal claim, the parties submit to the jurisdiction and venue of the Court of First Instance of Fajardo, Puerto Rico. If ACDEC needs to file legal action against the dealer by reason of default in the rent payments, the dealer is obligated to pay the full amount of the owed royalties sum, plus a sum of \$1,000.00 in attorney's fees plus expenses, whether by judgment, settlement or compromise.
- (16) **Termination of Contract:** Any party may terminate the contract by notifying the other in writing with 60 days in advance. The dealer is obligated to pay for the remaining sixty (60) days of the contract with the deposit amount discussed in the SECOND clause of this contract. Concluded the sixty (60) days term the dealer will have returned his leased area.

(17) **Additional Terms:** The ACDEC may include any other terms as it deems necessary.

ARTICLE 11: BATHER'S SAFETY

There is a designated swimming area at the Beach marked with buoys and rope for the safety of the bathers. Swimmers must stay within that area. Swimming outside this area endangers the bather and anyone else who could try to help in case of emergency. Furthermore, this action constitutes a violation of Law 48 of June 27, 1986, as amended, and of this Regulation. No vessel of any kind can enter the designated area for swimmers.

The lifeguard's itinerary will be 9 am to 5 pm. However, even during the indicated lifeguard itinerary and their presence, people who come to the Beach **swim at their own risk. ACDEC and the Municipality of Culebra will NOT be held responsible** for any kind of accident or occurrence bash or general misfortune that could befall on its employees, guests, visitors or customers and any other person who is visiting the Beach. Neither the lifeguard nor ACDEC nor the Municipality of Culebra are absolute guarantors of the life of any swimmer so the lifeguard presence is merely an extra precaution taken by the ACDEC.

ARTICLE 12: PENALTIES, FINES AND SANCTIONS

Any violation of this regulation shall constitute a misdemeanor and may be punished by up to five hundred dollars (\$500.00) and/or six (6) months imprisonment, at the

discretion of the court. Traffic tickets are governed by the procedures for administrative fines of Law 141 of June 20, 1960, as amended, "Vehicle and Traffic Law of Puerto Rico."

The ACDEC may also impose administrative fines pursuant to the provisions of Chapter VII of Act 170 of August 12, 1988, as amended, "Uniform Administrative Procedure Act." These fines can be up to \$5,000.00 for violations to this regulation.

ARTICLE 13: EXCEPTION CLAUSE

If any word, clause, sentence, section, or other part of the previous rules were challenged for any reason before the Court and declared invalid or unconstitutional, such judgment shall not affect impair or invalidate the remainder, but its effect is limited to the word specified so declared unconstitutional or invalid; and the nullity or invalidity of any word, clause, sentence, article or part thereof, according to the specific case, shall not affect or prejudice in any way its applicability or validity in any other case.

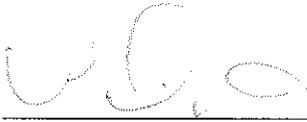
ARTICLE 14: EFFECTIVE

These Rules shall take effect after approval by the Board of Directors of the ACDEC thirty (30) days after submission to the State Department and the Library of the Office of Legislative Services.

Approved in San Juan, Puerto Rico, March 12, 2014.



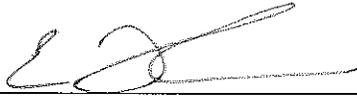
Hon William Bermudez Iván Solís
President, Board of Directors



Ms. Wilma Avila
Member, Board of Directors



Ms. Tirsia Pérez
Member, Board of Directors



Mr. Eric Thomas
Member, Board of Directors