

## SECTION '20'

**MARINA RULES & REGULATIONS**

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## I. VESSEL CONDITION

### **BILGE PUMPS**

- Vessel Bilge Pumps must be operable at all times. Vessel's bilges must be kept free of oil, hydraulic fluids, contaminated fluids, and waste matter that may be accidentally pumped into the marina's waterways by activated Bilge Pumps.
- The vessel owner is responsible for all actions and costs resulting from illegal materials being discharged into Marina waterways.
- Bilge Pumps should be tested by hand frequently to assure operability and safety of your vessel.

### **BOW PULPITS & OVERHANGS**

- Vessel bow pulpits/sprits, stern mounted shore boats, swim platforms, and vessel mounted appliances (i.e. BBQ's, fish cutting boards, etc.) may not overhang onto the dock walkways and decks.
- Limited extensions into the waterways may be authorized by the Marina manager.

### **CLEANLINESS**

- Vessel must be kept clean and hosed off. Please avoid splashing or spraying your neighbor's vessel.
- Use only environmentally safe marine cleaners.

### **ELECTRICAL SYSTEMS & CONNECTIONS**

- All electrical cords and shore power cords must be of marine grade construction. Undersized cords, non-marine grade cords, or cords in need of repair will be disconnected by Marina personnel. If this occurs, you will be promptly notified. If you cannot be reached, the Marina manager will purchase and install a proper electrical cord and you will be charged for the expenses incurred. In the event your vessel has hardware connection problems we will not install a cord.
- All electrical connections to the Marina electrical receptacles will be waterproof, three wire, grounded, and marine approved. Wiring must be of sufficient amperage as required by the National Electrical Code.

- Shore power cords or other electrical cords may not be fastened to the Marina or tied to the electrical pedestal.
- Electrical shore power cords or any other electrical cords are not allowed to become a tripping hazard and must be kept laying neatly along the slip's edge in a nautical fashion. NO cords are allowed to cross over decks and walkways unless specifically approved by the Marina manager.
- Electrolysis in a Marina area can become a problem. Please have your electrical system checked annually for loose connections, corrosion, amperage and voltage loads. You are strongly encouraged to have your zinc's inspected and changed annually or as is necessary.

### **FENDERS**

- Fenders are required and must be properly secured to the vessel so as to prevent excess wear to the docks, damage to the vessel, and damage to neighboring vessels.
- Fenders may not be attached to the docks or decks.

### **FURNACES & HEATERS**

- Fuel burning furnaces must not emit annoying exhausts that disturb moorage neighbors. Exhaust must not be located where it will cause charring or fire danger to docks and decks.
- If portable electrical heaters are used, they must be the type approved for marine/vessel use, with automatic shut-off devices.
- Portable electric heaters that are intended to be used all winter long must first be shown to and approved by the Marina manager before put in place.

### **HALYARDS & MAST LINES**

- Halyards and mast lines must be kept secured so as not to "flap" in the wind or make excessive noise.

### **HOLDING TANKS**

- Vessel Holding Tanks must be kept secured at ALL times with overboard sea-cocks closed.
- Discharge of Holding Tank material in or around the Marina waterways is strictly prohibited. Violation of this rule will result in immediate termination of the moorage agreement. Please inquire about pump-out services.
- The vessel owner is responsible for all actions and costs resulting from illegal materials being discharged into Marina waterways.

### **LICENSING**

- Please assure that your vessel is properly and currently licensed.
- The Marina is often inspected by state agencies and Coast Guard Services to check for these type of violations.

### **LINES**

- Lines must be of marine grade material, non-frayed and frequently checked to assure proper and secure moorage.
- Please check your lines when storms and high winds are in play or are forecasted.
- If, during a storm or high wind conditions, your lines must be re-secured or replaced because they are broken or inadequate, the vessel's owner will be charged for the new lines and other related costs.

### **OPERATIONAL**

- Vessel must be able to run and operate under its own power.

### **STORAGE**

- Docks, decks and walkways may not be used for storage.
- Please store hoses, cleaning equipment, towels, cords, etc... on your vessel or in a dock box if available from the Marina.

### **TARPS & COVERS**

- 'Hardware-store' type colored vinyl/plastic tarps are not allowed.
- The vessel's canvas package must be fitted and properly secured to the vessel.

### **WATER HOSES**

- Fresh water is precious!!! Please conserve.
- Hoses are not allowed to be laying on docks and walkways when not in use. Please keep your hoses secured and stowed when not in use. Please keep them in good repair.
- Water hoses left unattended will be disconnected and removed by Marina personnel.

## **II. ACTIVITIES**

### **ATTACHMENTS TO DOCKS & DECKS**

- Attachments to the Docks, Decks, Piers, Pilings, etc...are not allowed. These are things such as fenders, bumpers, rollers, cleats, markers, cables, cords and T.V. antennae's Only the Marina provided hardware and attachments are allowed.
- No paint, oil, spilled materials, or non-washable substances are allowed on the docks and decks. If an accident happens resulting in any of the above, it must be cleaned up immediately. Should Marina personnel have to perform such clean-up, the vessel owner will be charged for the costs.

### **BARBECUING**

- Barbecuing must always be conducted on-board the vessel. Absolutely no barbecuing is allowed on docks or Marina walkways. Charcoal briquette type of barbecuing is not allowed in the Marina area. When barbecuing, please be considerate of your neighbors.
- When cooking at anytime and in any manner please drain grease, oils & fats into a jar, seal and dispose of with your regular refuse into the Marina Refuse container.

### **BICYCLES, ROLLERBLADES, SKATEBOARDS**

#### **MOTORCYCLES/SCOOTERS**

- Recreational use of any wheeled device is not allowed on the marina ramps, docks, decks, walkways or parking lot.
- Bicycles, motorcycles, and motor-scooters intended for shore

use and transportation must be slowly transported to and from the shore-side. These vehicles must be stowed on your vessel when not in use or stored in some other safe location as prescribed by the Marina manager.

- No rollerblades or skateboards are allowed at any time on the Marina docks, decks, ramps, walkways or parking lot.

### **CONSTRUCTION & REPAIRS**

- Major repair or construction to the vessel is not allowed unless approved by the Marina manager. Vessel owner is liable for cleaning and/or repair to any parts of the docks damaged by any repair, maintenance, or construction activity.
- Spray guns are not allowed and all sanding activity must be contained under the guidelines of local, state, and federal agencies.
- During repair, maintenance, or construction activities the job of cleaning up the area and vessel must be done daily. Should Marina personnel have to perform clean-up activities the vessel owner will be charged for those costs.
- All contractors, service personnel or persons working on your vessel at anytime must be 'pre-authorized' to enter the moorage area and board your vessel. Please notify the Marina manager of the names and dates you are authorizing so that unauthorized persons are not entering or boarding.
- Contractors and service people must submit proof of Liability and Property Damage insurance coverage prior to Marina access. If you desire, we will keep a file copy of their insurance certificate in your moorage file.

### **DINGHIES & SHORE BOATS**

- Dinghies and Shore Boats must be stored/kept on your vessel when not in use.
- They may not be stored (or left tied up) in the water around your boat or on docks, decks, and walkway.
- If you desire an out of water storage area for your Dinghy/Shore Boat, please visit with the Marina manager.

### **ENGINE & MACHINE OPERATION**

- Except for entering or leaving the slip, main engines, generators, power tools, and other noisy equipment may not be run between the hours of 7:00 p.m. and 8:00 a.m.
- Vessel's gears may not be engaged while the vessel is tied to the dock.
- Sailboats are required, when entering or leaving the marina, to be under engine power-**NOT** sail.

### **ENVIRONMENTAL IMPACTING**

- The Marina management is committed to the serious responsibility of protecting the marine environment and complying with the laws/ordinances of federal, state, and local agencies. You are required to also comply.
- No vessel or vessel occupant may discharge refuse/garbage, sewage, oily bilge, waste or other pollutants into the water. Please be familiar with all the applicable laws and rules. Violation of marine environmental laws and regulations will result in the immediate termination of your moorage rental agreement. You will be responsible for all penalties, clean-up and ramifications of your actions if the above polices are disregarded and you allow violations to occur.
- In the event of an accidental mishap or discharge, please contact the Marina manager immediately. We will help you to the best of our ability.
- We recommend marine absorbent pads be kept on-board your vessel for emergency use and accidental fuel spills.

### **FEEDING THE WILDLIFE**

- Feeding of ducks, seals, otters, geese and other water-life is prohibited. These beautiful animals are wild and should be left as such. Feeding encourages them to hang out on the docks and on the boats, causing messes and damage.

### **FUELING**

- **NO** fueling of the vessel on/from the docks is allowed.
- If you spill....PLEASE clean-up.
- Report spill to Marina manager. If we provide absorbents and/or labor to assist in the clean-up, the vessel owner will be charged for the associated expenses.
- Failure to report fuel spills will result in termination of your moorage agreement.

### **PARKING**

- Parking is readily available on week-ends, in the evenings, and on holidays. Sometimes it becomes limited during week days.
- If it becomes necessary in order to control the Marina parking, you may be required to display Marina Parking decal in your vehicle window so that the Marina manager can be assured that you are a legitimate Marina tenant.
- Unknown or unauthorized vehicles parking on Marina property may be towed to assure adequate and secure parking for Marina tenants.
- If you are planning an extended boating trip, please see the Marina manager regarding parking considerations.
- 3<sup>rd</sup> of July city fireworks show. Parking is incredibly tight annually. **This is first come first serve.** Multiple vehicles per vessel not allowed. Typically there is ample parking in the neighboring streets on this day.

### **PARTIES & HOLIDAYS**

- On holidays and other festive occasions you must limit the number of guests to the amount that comfortably fits on your vessel.
- Party guests and owners may not use the docks, decks, pilings, and roof areas for party enhancement.
- Vessel owners are responsible for the conduct of their guests. Noise must be held to a minimum and courtesy extended to your mooring neighbors throughout the marina.
- Any exceptions or special needs you may have, must be approved by the Marina manager.

### **PETS**

- Visiting pets must be on a leash at all times.
- Tenants must clean-up after their pets.
- Please use designated "walk-off" areas.
- Please use "pooper-scoopers" or "pet gloves" to clean-up.
- Marina reserves the right to require that the pet NOT be allowed on the marina if pet/owner frequently "messes" up the docks and/or does not clean up when using the "walk-off" area.
- Tenants are responsible for the pets of their guests.

### **REFUSE DISPOSAL**

- All garbage and refuse must be placed into plastic garbage bags and securely tied off. Garbage bags must be removed from the moorage area and deposited into the refuse container. Please see the Marina manager about location and security of the Marina refuse area.

### **SPEED LIMIT**

- The Marina speed limit is "wakeless".

### **STAYING OVERNIGHT**

- We recognize that you may frequently be staying the night on your vessel while moored in the Marina. However, please recognize that staying more than 10 nights per month on your vessel is considered a "live-aboard". You must have a written agreement with the marina in order to be a "live-aboard". Additional fees, policies, and regulations do apply.
- "Live-aboard" availability is extremely limited by the DNR lease.

### **SWIMMING, FISHING, HARVESTING**

- No swimming, fishing, or harvesting of any sea-life in the Marina is allowed. Authorized repair divers are permitted.
- Traps, crab pots, and holding devices of any kind are not allowed to be suspended from the moored vessel or from the dock at any time.

### **VESSEL WASTE**

- **It's the law!** - You may not discharge or throw from any vessel or docks, sewage, oily bilge fluids, rags, flammable liquids, parts containers, batteries, galley garbage/refuse or any other waste matter into the water or onto the marina.
- Please see the Marina manager to obtain information on refuse sites to properly dispose of oils, solvents, paints, absorbent pads, batteries, boxes, bottles, cans, refuse, etc....
- You may not deposit any product from your sanitation devices or vessel into a Marina on-site toilet, sink or the waterways. Please see the Marina manager for information regarding sources and means for proper disposal.

### **VISITORS**

- Visitors must be met at the dock gates by someone from your vessel in order to gain access to the Marina.
- All children under the age of 12 must be supervised by an adult and must wear a life jacket.

### **III. SPECIAL SUBJECTS**

#### **CHANGING MOORAGE SLIPS**

- If you desire to change moorage slips, the Marina manager will attempt to accommodate your request depending on availability and previously committed priority lists.

#### **COMPLIANCE WITH THE LAWS**

- Naturally the Marina management and you are required to comply with all applicable laws, regulations, rules and instructions of city, local, state, and federal agencies.

We are particularly sensitive to U.S. Coast Guard regulations and environmental regulations. Violations of laws, rules and regulations may result in termination of your moorage rental agreement. Please cooperate to assure a safe and enjoyable marina environment for Marina occupants.

- Use of your vessel and/or the slip shall be for pleasure only. NO commercial activity such as chartering, offices, etc... is permitted.

#### **'FOR SALE'/'LEASE' SIGNS**

- All signs must be pre-approved by the Marina manager.
- If you have your vessel listed with a broker, the Marina manager must be notified. The broker must check in with the Marina manager before showing your vessel. Showings are limited to daytime operating hours only.
- Only a limited number of signs will be allowed in the moorage area at any one time.

- If you sell your boat, the moorage slip does **NOT** go with the boat. Please contact the Marina manager for an application and information regarding availability of moorage. Your purchaser will be given utmost courtesy and a priority position if it is available.

### **INSURANCE REQUIREMENTS**

- Your insurance requirements are generally covered in the terms of your Moorage Rental Agreement. ***You must name Liberty Bay Marina as additionally insured!***
- Please be aware of the need for adequate insurance coverage in light of the fact you have close mooring neighbors with boats that are also very valuable. Accidents sometimes do happen and they can be a whole lot of trouble for all involved.

### **MOORAGE FEES**

- Moorage fees are calculated by determining the overall length of the vessel and comparing it to the total length of the moorage slip. The charge per foot per month is equal to whichever one is longer. NOTE: Boat measurement is calculated from the beginning of the bow pulpit/sprit to the stern or end of the swim-platform or stern mounted dinghy.
- Additional fees are charged for covered moorage if available.
- Fees are also applied for Utility services to the slip, actual or calculated electrical usage, to help cover the partial cost of fees & requirements impose upon the Marina by the Department of Natural Resources as well as to help cover tax requirements.

### **ONE VESSEL-ONE SLIP**

- Only one vessel may occupy your moorage slip. Any exception to this rule must be approved by the Marina manager.

### SECURITY

- Do **NOT** duplicate your keys. If you lose your keys or desire an additional key, please see the Marina manager.
- **PLEASE** do **NOT** brace the Marina gate open. Both you and your tenant neighbors have paid for reasonably secured moorage.
- Please report any vandalism, theft, property damage, threats to your well-being, or intolerable conduct or unknown suspicious looking characters to the Marina manager.
- Although we do keep Marina security upper most in our minds and in our efforts, we cannot be responsible for your vessel's total security. Please keep your vessel locked and valuable items secured.

### SINKING

- In the unfortunate event that your vessel should sink in its moorage slip, you will be required to raise it. You will also be required to do so in conformance with all environmental laws and Coast Guard rules and regulations. **It is strongly advised that you maintain insurance coverage for such a mishap.**

### SUBLETTING YOUR SLIP

- We do not allow tenants to sublet their slips.
- The Marina will attempt to sublet your the slip, should you so desire.
- The Marina will attempt to lease out your slip and every consideration will be given to sub-tenants of your choice. They are subject to approval. You will receive 50% of the sublet moorage income credited to your statement and you do remain responsible for all the terms and conditions of your Moorage Rental Agreement.

### **SERIOUS CONDITIONS**

- Whenever a potentially serious condition appears on your vessel or in the Marina facilities, we will attempt to reach you or your designee by telephone to explain.
- In the event you cannot be reached, the Marina manager will take appropriate and readily available actions to rectify the situation and prevent damage to other vessels or Marina property.
- If the situation includes the possible destruction or sinking of your vessel or someone else's vessel, we will do all that is available to us to prevent that from happening. The Marina accepts no responsibility for the condition of your vessel or vessels and does not guarantee their safety.
- Any expenses incurred by the Marina in attempting to save your vessel from harm will be charged to you.

## **IV. ADDITIONAL POLICIES AND RULES**

### **'LIVE-ABOARD' MOORAGE TENANTS**

These rules apply to our Live-Aboard Tenants. All regular rules and regulations apply as well.

### **DEFINITION OF A 'LIVE-ABOARD TENANT'**

- **We** define 'Live-Aboard Tenants' as any person(s) living on and staying on the boat for 10 or more nights per month.
- You must have a signed 'Live-Aboard Agreement' on file with the Marina. **Per our DNR lease agreement we have very limited availability and are closely monitored by the DNR.**

### **LIVE-ABOARD FEE'S**

- Live-aboard tenants are charged an additional fee per month over and above the moorage rental agreement fee. Please see the Marina manager for this information.

### **OCCUPANCY LIMIT**

- No more than two (2) Live-Aboard occupants per vessel.

### **PETS**

- When not on the vessel, pets must be on a leash at all times.
- Tenants must clean-up after their pets.
- Please use designated "walk-off" areas (if available).
- Please use "pooper-scoopers" or "pet gloves" to clean-up.
- Marina reserves the right to require that the pet NOT be allowed on the marina if pet/owner frequently "messes" up the docks and/or does not clean up when using the "walk-off" area.
- Tenants are responsible for the pets of their guests.

### **PLANTS**

- Sorry, **NO** plants allowed on the docks, walkways, steps or dock boxes (if available).

### **PUMP-OUT REQUIREMENTS**

- Regularly scheduled pump-out of your Holding Tank is required. Please be prepared to show the schedule and verification of the service being performed to the Marina manager.
- All rules and regulations that are referred to in the 'Vessel Condition' section of this booklet apply.

### **SPECIAL PARKING CONSIDERATIONS**

- Park in designated Marina parking areas only.
- Due to parking constraints we can allow only one vehicle per vessel to be parked on the property on a regular basis. Variances subject to written approval by the Marina manager. Please realize that in some instances our parking rules are controlled by local governing laws.

### **TERMINATION**

- Your 'Live-Aboard' status and your Moorage Rental Agreement may be terminated by the Marina manager for violation of any rules and regulations. Environmental violations will result in immediate termination of the Moorage Rental Agreement.

### **USE OF FACILITIES**

- **RESTROOMS & SHOWERS**

- Wipe showers down when finished.
- Clean sinks.
- ***Be respectful of the next user; please clean-up after yourself.***
- Marina not responsible for personal items left in the restroom or shower.
- Lock up when finished.

- **LAUNDRY ROOMS**

- Please clean-up when finished
- Marina not responsible for items left unattended.
- Use equipment at your own risk.
- Lock-up when finished.
- Please keep washer and dryer clean.
- Please clean dryer air filter after use.

**VEHICLE CONDITION & MAINTENANCE**

- Vehicle must be kept in good running condition.
- Vehicle must be kept clean.
- Washing of vehicle on the parking lot or Marina property requires permission from the Marina manager.
- No oil changing or mechanical work is allowed on your auto while parked in the Marina parking lot.

LAW	PENALTIES & ENFORCEMENT
<p><b>Trash</b></p> <p>Boats over 26' must visibly display the MARPOL trash placard. Additionally, boats over 40' must have a written Waste Management Plan onboard. No trash may be thrown overboard within the boundaries of Puget Sound</p>	<p>Up to \$25,000 in civil penalties, \$50,000 in fines and up to five years in jail.</p> <p>International Law: MARPOL</p> <p>Enforcement Agency: US. Coast Guard</p>
<p><b>Pump out</b></p> <p>It is illegal to discharge untreated sewage within the 3-mile territorial limit which includes all of Puget Sound and its fresh water tributaries.</p> <p>It is illegal to discharge treated sewage when a boat is moored within the limits of certain metropolitan areas (i.e. Seattle). This applies to both fresh water and salt water.</p>	<p>Fines of up to \$10,000 per day for the illegal discharge of sewage.</p> <p>U.S. Coast Guard regulates operation of MSDs - under federal law, CWA.</p> <p>Department of Ecology enforces violation of state water quality standards (i.e. discharges).</p>
<p><b>Oil</b></p> <p>Boats over 26' must display an "Oil Discharge is Prohibited" placard. U.S. Coast Guard regulations state: No person may intentionally drain oil or oil waste from any source into the bilge of any vessel."</p>	<p>Fines of up to \$20,000 and responsibility for the costs of environmental cleanup or forthcoming damage claims.</p> <p>Law: Oil Pollution Control Act (OPA) and Washington State Water Pollution Control</p> <p>Enforcement Agencies: U.S. Coast Guard (OPA) and Dept. of Ecology (state law)</p>
<p><b>Reporting Hazardous Materials</b></p> <p>The person in charge must report any hazardous waste spill from his/her vessel Call: <b>1-800-OILS-911</b> and the U.S. Coast Guard National Response Center <b>1-800-424-8802</b>. They will notify the local Coast Guard and EPA. If you are not near a phone, call the local Coast Guard on VHFCH 16.</p>	<p>Fines up to \$25,000 and responsibility for the costs of environmental cleanups or forthcoming damage claims.</p> <p>Law: Oil and Hazardous Substance Spill Prevention and Response (Chapter 90.56)</p> <p>Enforcement Agency: U.S. Coast Guard and Department of Ecology.</p>

<p><b>Lead Acid Batteries</b></p> <p>Lead -acid batteries must be disposed of properly, either by exchanging when purchasing a new one, or by recycling. To throw batteries in the water or trash is illegal.</p>	<p>Fines up to \$10,000 per day for improper disposal of a lead-acid battery.</p> <p>Law: Dangerous Waste</p> <p>Enforcement Agency: Department of Ecology</p>
<p><b>Sanding, Painting &amp; Varnishing</b></p> <p>State law prohibits the discharge of any oil or oil-based paints into the water. This includes most marine paints.</p>	<p>Boaters may be fined up to \$10,000 per day per occurrence.</p> <p>Law: WA State Pollution Control Law</p> <p>Enforcement: Department of Ecology</p>

<http://www.ecy.wa.gov/programs/wq/nonpoint/CleanBoating/>