

# PORT OF ANACORTES



## **RULES, REGULATIONS AND CHARGES APPLYING AT CAP SANTE BOAT HAVEN**

EFFECTIVE JUNE 1, 2010

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### **SECTION 1**

#### **INTRODUCTION**

##### **I. PURPOSE**

The purpose of the Rules, Regulations and Charges is to promote the safe and efficient operation of Cap Sante Boat Haven and to provide service for boaters and the public

##### **II. STATEMENT OF POLICY**

Due to the demand for moorage at Cap Sante, it is necessary that the Port establish controls to limit use of moorage for specific purposes, and then to administer the controls to insure fairness to all users of Cap Sante Boat Haven. Therefore, the Port reserves the right to allocate the use of any moorage space as it deems necessary to meet that end.

It is Port policy to give high priority for moorage assignments to the commercial fishing boats home-ported in Anacortes, and to give priority to commercial fishermen in allocating transient (guest) moorage space in the South Basin during the State-designated commercial fishing seasons in the area of Anacortes. This recognizes the historical significance of commercial fishing and its long-term contribution to this community.

##### **III. APPLICATION**

The Rules, Regulations and Charges apply to all users of Cap Sante Boat Haven. Vessels and vehicles operating within the Cap Sante Boat Haven (Marina) are subject to these Rules, Regulations and Charges.

##### **IV. USE DEEMED ACCEPTANCE**

Use of Marina facilities is evidence of the users consent to and agreement with these Rules, Regulations and Charges.

V. DEFINITIONS

- A. Cap Sante Boat Haven, referred hereinafter as "Marina," includes water, land, airspace, and all buildings owned and operated by the Port within and adjacent to the boundaries of the Marina.
- B. The Marina Manager is the Port personnel responsible for the management of the Cap Sante Boat Haven, either personally or through their assigned subordinates.
- C. User is defined as any person, including boat owners/operators, Marina tenants, and the public.
- D. Rules, Regulations and Charges, hereinafter are referred to as "Regulations".
- E. Port Charges for moorage and storage, and all other charges owing or to become owing between a user and the Port, or under this tariff, shall include, but not be limited to, costs and expenses, including attorney's fees and court costs, incurred in salvage, termination, removal and/or sale of vessels.
- F. Vessel means every species of watercraft or other artificial contrivance capable of being used as a means of transportation on water and which does not exceed 200' in length. "Vessel" includes any trailer used for the transportation of watercraft, as well as any boathouse.
- G. Moorage Facility means any properties or facilities owned or operated by the Port of Anacortes which are capable of use for the moorage or storage of vessels.
- H. Moorage Facility Operator means the Port District, which owns and operates a moorage facility.
- I. Owner means every natural person, firm, partnership, corporation, association, or organization, or agent thereof, with actual or apparent authority, who expressly or implicitly contracts for use of a moorage facility.
- J. Transient Vessel means a vessel using a moorage facility and which belongs to an owner who does not have a moorage agreement with the moorage facility operator. Transient vessels include, but are not limited to: vessels seeking a harbor of refuge, day use, overnight use of a moorage facility on a space-as-available basis.

- K. Temporary Moorage means moorage for any vessel or structure which is secured by written contract, and assigned a temporarily available berth as designated by the Marina Manager.
1. Berths available for temporary moorage are designated and authorized by the Marina Manager after considering the number of berths available, the projected transient moorage requirements, and other factors which may influence the temporary assignment of a berth.
  2. The temporary moorage rate is as set forth in the Port's Rates and Charges (See Appendix "B").
- L. Regular Moorage means moorage for any vessel or structure which is secured by written contract for a minimum of one month.
- M. Active Commercial Fishing Vessel means a vessel which is engaged in a bona fide commercial fishing operation under one or more valid licenses, evidence of which includes, but is not limited to, possessing a current commercial season fishing license, current season fish tickets, landing permits, or other proof to establish fishing activity. To qualify as an *Active Commercial Fishing Vessel*, the vessel must actually engage in a commercial fishery at least fifty percent (50%) of the days fishing is so authorized for said fishery by the appropriate governmental body.
- N. Commercial Marine refers to a marine related business or vessel(s) actively engaged in a bona fide business for hire or sale, that holds current license(s) and other evidence of commercial activities. Such as but not limited to, boat brokerage and sales, excursion and tour boats, time share companies, passenger for hire boats, bare boat and skippered charter companies, fishing and dive charter companies. Commercial marine does not include commercial fishing vessels or operations.
- O. Recreational Vehicle is a vehicle (either with power generation for locomotion within or via a tow vehicle typically used for cooking and sleeping accommodations.
- P. Living aboard refers to any person(s) staying aboard a vessel for a time period exceeding fifteen (15) days in any rolling thirty-day (30) period, unless otherwise authorized by the Marina Manager.

## VI. AUTHORIZATION TO ADMINISTER RULES, REGULATIONS AND CHARGES

- A. The Port Commission authorizes the Marina Manager to administer these regulations by written or verbal instruction.

- B. Use Denied Vessel owners and operators are cautioned that the Port reserves the right to deny use of the port facilities for moorage or other purposes to those persons who fail to comply with Marina regulations and procedures, or who fail to pay charges and fees promptly when due. To enforce this right, the Port may impound the vessel by chaining it to the pier until compliance by payment of charges in full are obtained.
- C. The Marina Manager or their assigned subordinates may:
  - 1) require persons violating these regulations to leave the Marina, and
  - 2) obtain assistance of law enforcement officers to protect property, lives, or preserve the peace.
- D. Marina users who violate these regulations may be subject to moorage agreement cancellation, penalty charges, removal of their vessel and/or equipment, impoundment and/or sale of their vessel and/or equipment.
- E. Charges for the relocation of vessels and applicable moorage/ storage fees will be assessed against the vessel and/or its owner(s).
- F. The Marina Manager may interpret the reasonable intent of these regulations to carry out the purposes of these regulations.

## VII. APPLICABLE STATUTES

All Port, Municipal, County, State, and Federal regulations and laws, and generally accepted safety standards and requirements apply to users of the Marina and vessels, moored at the Marina.

## VIII. NOTIFICATION

The Port has the reserved right to change the regulations from time to time. All users must, of their own accord, bear the responsibility of knowing and understanding the updated current regulations. A copy of the regulations is at all times posted in the Marina Manager's office and is available for reference. Extra copies are available upon request.

## IX. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of these regulations or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these regulations or the application to such term or provision to persons or circumstances other than as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

## SECTION 2

### GENERAL

#### I. OPTIMUM UTILIZATION OF MOORAGE

The Port reserves the right to move vessels for the protection of life or property or best utilization of Marina facilities.

- A. Vessels that have delinquent accounts will be considered unauthorized and will not be allowed to moor until said accounts are paid in full.
- B. Vessels which moor in reserved spaces without permission of the Marina Manager are subject to removal from the space, payment of all costs involved in the move, and payment of a penalty fee.
- C. Unauthorized and unregistered vessels may be impounded pending payment of all fees and penalties.
- D. A vessel in a reserved space too large to be moved by available Marina employees is subject to be moved by a contractor and all costs incurred charged to the vessel and/or its owner or agent.
- E. The Port of Anacortes recognizes that the Marina is a popular destination for transient boaters and that it has a strong obligation to be responsive to providing moorage for visiting vessels. For this reason, and in consideration of the safety and security of moorage tenants, any time a leased space will be vacant for an extended period "of 48 hours or more;" the moorage tenant is required to notify the harbor office prior to such vacancy.

#### II. COMMERCIAL USE OF MARINA FACILITIES

Commercial use of Marina facilities, including charter or rental of boats, is not permitted without prior approval by the Port wherein the commercial enterprise enters into an agreement with the Port and said agreement includes the protective provisions set forth in Appendix "C", and Appendix "D". Any approval will be premised upon a determination by the Marina Manager that the lack of risk of claims associated with the commercial use warrants the same.

#### III. LIMITATIONS ON USE OF DESIGNATED COMMERCIAL MARINE MOORAGE

- A. Because of the nature of certain Commercial Marine Businesses such as boat sales, brokerage, charter and time-share, the moorage assigned will be "non-vessel specific" so as to allow the moorage permittee the flexibility of determining which vessel used in their business will be moored in the assigned Commercial Marine berth(s).

- B. All vessels moored in a designated Commercial Marine berth shall be actively involved in a Commercial Marine business. A Commercial Marine business may, upon Port request, be required to provide evidence that any vessel moored in its Commercial Marine berth is qualified. The Marina Manager shall be the exclusive judge of whether a particular vessel is qualified to moor in a Commercial Marine berth.
- C. Moorage designated as Commercial Marine is limited to vessels and/or Business' as defined under *Commercial Marine* (See Section 1, Article V, Item O).
- D. In order to ensure the highest and best use of facilities, the Marina Manager may temporarily assign non-commercial-marine vessels to designated Commercial Marine moorage at that appropriate moorage rate. Such temporary assignments shall not interfere with the ability of qualified commercial marine operations to secure Commercial Marine moorage.

### III. LIMITATIONS ON USE OF COMMERCIAL FACILITIES

Contract Moorage for vessels on A & B Docks is primarily intended to support vessels actively engaged in bonafide commercial industrial/fishing operations and duly licensed therefore. The Port shall be the exclusive judge of whether a particular vessel is actively engaged in a bonafide commercial industrial/fishing operation. If a determination is made that a vessel moored on A/B Dock is not actively engaged in a bonafide commercial industrial/fishing operation, the Port is authorized (but not required) to terminate moorage, and pursue any available legal recourse to remove the vessel (Appendix A #13-B). In order to ensure the highest and best use of facilities, the Marina Manager may temporarily assign non-commercial vessels to designated Commercial moorage at the appropriate recreational rate. Such temporary assignments shall not interfere with the ability of qualified commercial operations to secure Commercial moorage.

### IV. HOLD HARMLESS

Anyone visiting or using the Marina or its facilities does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property and/or injury to persons within the Marina.

### V. LIABILITY LIMITATIONS

- A. The Port does not accept any liability for damages to property or injury or death of individuals caused by, or resulting from persons, corporations, agents, or employees performing a service to a private vessel moored or located on Port property.

- B. The Director of Operations shall be authorized to publish and enforce appropriate rules to insure security and safety on Port property including requiring appropriate hold harmless agreements, release agreements and evidence of insurance.
- C. Such rules and their enforcement by the Director of Operations or subordinates shall be solely for regulation.
- D. The Port assumes no responsibility for any loss or damage resulting from the use of Port property including but not limited to T-Dock and support facilities located within the Cap Sante Boat Haven property by said person, corporation, agent, or employee of a vessel owner.
- E. Work performed on vessels moored at the Boat Harbor must be accomplished in such a manner as to avoid interference with other users and must not constitute any hazard to persons, property or environment. Such persons, corporations, agents or employees will comply with all Federal, State, City and Port rules and regulations.

#### VI. VEHICLE TRAFFIC

- A. The Marina Manager may establish reasonable traffic and parking regulations, including the posting of signs, and issuing of permits as required for orderly handling of motor vehicles at the Marina.
- B. A vehicle parked in violation of signs or regulations may be towed away and impounded, and shall be released only after all charges and costs have been paid by the owner, including but not limited to towing, storage of vehicle and associated penalty charges.
- C. Users of the Marina facilities shall only use designated parking areas.
- D. Operators of Recreational Vehicles (as defined in Section 1) parking at the Marina must register at the Marina Manager's Office and pay the charges listed in Appendix "B". Recreational vehicle parking will be permitted on a space-available, first come-first served basis, for a maximum period of twelve consecutive nights.

#### VII. UNAUTHORIZED PERSONS

- A. Only vessel owners and authorized guests are allowed on docks between dusk and dawn without prior permission from Marina Manager.

- B. No unauthorized persons are permitted on piers, floats, or in areas specifically posted as reserved for use of Marina customers or as work areas.

VIII FISHING

Public fishing will only be allowed in areas specifically designated by the Marina Manager.

IX. GARBAGE

- A. All refuse and waste must be placed in containers provided for that purpose.
- B. Deposit or discharge of garbage, sewage, trash, oil, fuel, debris, or other materials in the water or on land areas of the Marina other than in designated refuse containers, is prohibited.
- C. Vessels requiring discharge of a large quantity of refuse or oily waste shall inquire of the Marina Manager for the name of the waste hauler permitted by the Port to receive, haul and dispose of such waste. The vessel shall arrange directly with the waste hauler for such services and equipment. Payment of charges for the services and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel, its agent, owner, charterer or any other party responsible for such payment of charges by the vessel.
- D. The waste hauler is not an agent or employee of the Port, nor shall the Port be liable for any act, omission or negligence of any such waste hauler. Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any waste hauler permitted by the Port. The discharge by a vessel of garbage, refuse or oily waste at the Port of Anacortes shall be allowed only in accordance with the terms of this item and applicable Federal, State and Local regulations.

X. BEHAVIOR

- A. Behavior, which disturbs or creates a nuisance for others in the Marina or in the premises adjacent thereto, is prohibited.
- B. Drinking of alcoholic beverages except in licensed premises, on private vessels, or in designated areas, and illegal use of drugs is prohibited.

XI. CHILDREN

A parent or other responsible adult must accompany children under 12 years of age while on piers and floats. All children 12 years of age or younger must wear approved personal floatation devices while on Port piers and floats.

XII. PETS

All pets must be on a leash in the Marina. Owners are responsible for proper clean up and disposal of animal wastes.

XIII. SWIMMING, WATER-SKIING AND SCUBA DIVING

These activities are not permitted in the Marina except for divers employed in working upon the underwater portion of vessels or employed by the Port.

XIV. STORAGE

Storage of rowboats, skiffs, dinghies, rafts, nets, reels, and other items of equipment shall be as designated by Marina Manager. Any of the above items or other equipment or gear located without approval of the Marina Manager shall be subject to removal as a nuisance.

XV. FUELING OF BOATS

Fueling of vessels is prohibited in moorage areas.

XVI. RIGHT OF INSPECTION

The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port.

XVII. REMOVAL OF VESSELS

If a vessel, the owner of which has been notified to remove the vessel from the Marina, is not removed immediately, it may be impounded by the Port, and may be removed by private contractors and charges for removal and storage assessed against the vessel and/or its owner.

XVIII. SIGNS AND ADVERTISEMENTS

Handbills, signs and advertising shall not be displayed, posted or dispersed on vehicles and vessels on Marina property or on Port property without the prior written permission of the Marina Manager. Persons, companies or organizations responsible for unauthorized disbursement of such shall remove them immediately upon notification. In the event they are not removed in a timely manner the Port may remove them and all costs will be billed to the responsible party.

## SECTION 3

### VESSEL OWNER/OPERATOR

#### I. VESSEL REGISTRATION

All users of vessels entering the Marina shall promptly register at the Marina Manager's office and pay moorage charges in accordance with these regulations. Failure to comply will result in charges to include all applicable moorage, fees, and penalty charges. (See Appendix "B".)

#### II. VESSEL IDENTIFICATION

All vessels entering the Marina shall have valid identification permanently affixed to the hull and clearly visible from the outside.

- A. Vessels shall display registration numbers and a valid registration decal in compliance with state regulations.
- B. Documented vessels shall have the documented name of the vessel and hailing port displayed on the hull.
- C. Failure to comply with Sections "A" and "B" of this article is cause for refusal and/or termination of moorage.

#### III. LIABILITY INSURANCE, and INDEMNIFICATION

- A. All users of the Marina and its facilities, including, without limitation, berthage permittees and guest moorage users, shall indemnify and hold the Port of Anacortes, its employees, officials and agents harmless from all damage to property and injury or death to persons that results, directly or indirectly, from the user's use and/or occupancy of the Port property. This indemnification shall not apply to damage caused by the sole negligence of the Port but shall be enforceable to the maximum extent permitted by law. This indemnification provision shall supplement any similar provisions in any other agreement that a user has with the Port.
- B. Each person who secures monthly contract moorage for a vessel in the moorage facility shall maintain no less than \$300,000.00 liability insurance on that vessel at all times. As a condition of using Port facilities, acceptable written proof of each vessel's insurance shall be made available to Port Staff upon request. Failure to provide valid insurance documentation on a timely basis may be grounds for termination of mooring privileges.

#### IV. MANEUVERING

- A. The Port defines all water areas in the Marina as narrow channels as defined by the U.S. Inland Rules of the Road. Therefore, a sailboat or any other vessel does not have the right-of-way over another vessel based solely on its method of propulsion.
- B. The movement of vessels within the moorage area (between piers) must be for the purpose of mooring, entering, leaving a slip only, or fueling. Random sailing or cruising by vessels is not permitted.
- C. Vessels, vehicles, property, gear or equipment must be parked, stored, moored or maneuvered in a safe and orderly manner.
- D. Speed limits within the Marina are as posted. The Marina is designated a "No-Wake Zone".

#### V. SEAWORTHINESS

Vessels moored in the Marina must, at all times, be maintained in apparent good condition and seaworthiness.

- A. A vessel owner must grant permission, when requested, for an on-board inspection of his vessel by Marina Manager, or be deemed in non-compliance with the above article.
- B. Vessels, which do not meet normal safety standards or which because of their size, condition or construction, are deemed by the Marina Manager to be hazardous to Marina property or to other vessels will not be granted moorage.

#### VI. LIVING-ABOARD (exceeding fifteen (15) days in any rolling thirty-day (30) period)

- A. Living aboard vessels is prohibited except on vessels in transit.
- B. Any person(s) staying aboard a vessel in excess of 15 days during any rolling 30 day period is considered to be living aboard. The Marina Manager may, but is not obligated to, authorize an extended period of time that a tenant may stay aboard their vessel while it is moored in the moorage facility. Any authorization herein provided shall be in writing.

#### VII. ASSIGNMENT AND SUBLEASING

Assignment and subleasing of moorage or other leased space is not permitted. Use of the Marina facilities is personal, and a person acquiring rights to the use of such facilities will not be able to transfer, assign or sublease such rights.

#### VIII. DISCHARGE OF SEWAGE

- A. Discharge of sewage from toilet facilities on vessels while in the Marina or adjacent waters is prohibited. Violations may be grounds for termination of moorage privileges.
- B. Vessel owners may be required to seal or render inoperable all on-board toilet facilities if they are not self-contained or do not discharge into an onboard sewage holding tank.

#### IX. MOORAGE OF VESSELS

Moorage users are responsible for adequate fendering to protect their vessels and adjacent vessels and for securely mooring their vessels with adequate bow, stern and spring lines. Users are also responsible for safe and secure stowage of all vessel running gear, sails and equipment. In the event the Port deems it necessary to resecure a vessel, or its equipment, the Port will charge the user for all materials, equipment time and labor used.

#### X. STORAGE ON PIERS

- A. Vessel owners, operators, crew or guests using the Marina are required to keep their vessel, dock box, the pier and the finger in the vicinity of their vessel neat, clean, orderly and shipshape.
- B. Storage of oily rags, open paints or other flammable or explosive material is not permitted in Marina facilities.

#### XI. VESSEL MAINTENANCE

- A. Repair work or outfitting, spray painting, sandblasting, chipping, sanding, welding or burning on vessels is not permitted without specific approval of the Marina Manager and obtaining the required permits. All work must be in compliance with applicable local, state and federal regulations governing those activities.

#### XII. SIGNS

Posting of signs for the sale, charter or rental of vessels moored in the Marina is subject to the approval of Marina Manager.

#### XIII. FIRE FIGHTING EQUIPMENT

LAST UPDATED 5/28/2010

Fire hoses and other fire fighting equipment are to be used *only for the fighting of fires.*

XIV. FUEL PIERS

The fuel dock and T-Dock are the only areas authorized for the fueling of vessels. Self-fueling of vessels at moorage sites is prohibited.

XV. CARTS

The Port provides gear carts at the head of each pier. Carts shall be promptly returned to their proper storage area immediately after use.

## SECTION 4

### MOORAGE PRIVILEGE

#### I. MOORAGE AGREEMENT

All moorage users shall either enter into the moorage agreement substantially in the form set forth in Appendix "A", or be subject to daily or weekly transient charges, and administrative fees as appropriate.

#### II. TRANSIENT VESSEL REGISTRATION

- A. Transient moorage for recreational and commercial vessels will be accepted when space is available.
- B. All transient vessels must be registered by the owner or operator thereof at the Marina Manager's office immediately upon arrival.
- C. Charges for moorage are due and payable upon registration.
- D. Vessels arriving after office hours shall register before 10:00 A.M. the following day.
- E. A weekly transient moorage rate shall be available as noted in appendix "B".
- F. Transient moorage checkout is 12:00 NOON daily. Vessels remaining after checkout time may be charged an additional day's moorage unless otherwise authorized by Marina Manager.
- G. Failure to register the vessel in accordance with this Section will result in a penalty charge, which is in addition to moorage charges. In the event a vessel departs without registration and/or payment, the owner and/or operator shall be subject to the extra cost of billing and collecting Port charges.

#### III. CHARTER BOAT PARTIES

When a vessel, which is not regularly moored at Cap Sante, is brought into Cap Sante Boat Haven for the purpose of changing charter parties, it shall be charged a turnaround fee as set forth in Appendix "B".

#### IV. MOORAGE CREDIT PROGRAM

LAST UPDATED 5/28/2010

A. Policy

Given the full occupancy of available permanent moorage slips at the Port's Marina, the economic benefit for the community in accommodating transient boaters, and that some moorage permittees do not desire to occupy their assigned slips full time, the Port adopts the following policy: Permanent moorage agreement permittees are afforded the opportunity to temporarily release the use of their moorage slip, during which time they will receive a credit for the actual time their berth was rented to third party users.

B. Procedure

1. Eligibility

Permanent contract moorage tenants may participate in this program.

2. Terms

- a. A credit will be issued for the actual time the permittees berth is rented to a third party.
- b. The amount credited is determined by the regular monthly moorage rate of the slip divided by number of days in the month times the number of days rented out.

V. SUMMER RELEASE PROGRAM

This program is limited to Commercial Fishing Vessels only. Commercial Fishing moorage agreement permittees are afforded the opportunity to temporarily release the use of their moorage slip for a minimum period of 60 consecutive days, during which time their regular monthly moorage billing will be suspended. The Summer Release program is available from June 1<sup>st</sup> through August 31<sup>st</sup>. The permittee gives up the right to use their regularly assigned berth during their stated release period. No assurances are made that the permittees regularly assigned berth will be readily available prior to the permittees stated date of return.

A permittee shall complete an application for the Summer Release program and submit said application to the marina office prior to commencing the Summer Release period.

VI. RESPONSIBILITIES OF PERMITTEE

The Permittee must notify the Marina Manager prior to and upon returning to the Marina.

## SECTION 5

### **MOORAGE APPLICATION AND ASSIGNMENT**

#### I. PROCEDURES

##### A. Wait List Procedures

1. A wait list for each berth length will be compiled, regularly updated and posted in the Harbor office. Regular moorage assignments for those seeking permanent moorage in the Marina will be made from these lists. Those existing tenants seeking reassignment of moorage space, shall have priority in berth assignments, based on seniority date
  2. A non-refundable wait list registration/administrative fee will be charged (See Appendix "B") and must be renewed on an annual basis (calendar year). If any applicant on the wait list fails to accept moorage or cannot be contacted within fifteen (15) days of the date moorage is offered or fails to renew their annual wait list registration, the listing shall be canceled and will have no further rights to moorage under that listing.
  3. Applicants are responsible for keeping the Port advised of applicant's current address and telephone number and informing the Port in writing of any changes in any information on the wait list.
  4. It is the applicant's responsibility to provide an emergency contact for use by the Marina office in the event that moorage becomes available and the applicant temporarily cannot be reached at the address listed on the application.
- B. A purchaser of a moorage user's vessel does not acquire the moorage user's assigned moorage or any other space in the Marina. The new owner must submit an application for moorage just as any other person wishing to moor at the Marina.
- C. All persons mooring vessels, other than transients subject to registration and the daily or weekly transient charges, must execute a standard moorage agreement prepared by the Port.
- D. If a berth is unoccupied for a period exceeding one year, the berth may be considered vacated, and the Port may cancel the moorage agreement.

## II. ASSIGNMENT OF BERTHS

- A. When an applicant is to be assigned moorage, applicant shall provide proof of ownership and liability insurance coverage for the vessel being moved into the assigned moorage berth.
- B. Moorage assignments shall be made by the Marina Manager after considering the following criteria:
  - 1. Economic contribution to the community and backup facilities.
  - 2. Date of application.
  - 3. Compatibility with the neighboring vessels. (Commercial fishing vessels will normally be berthed separately from recreation vessels.)
  - 4. The vessel's length, width, and draft.
  - 5. Requirement for specific services provided.

## III. MUTUAL TERMINATION

- A. The Permittee may terminate their moorage agreement anytime after the first 30 days by notifying the marina office that their boat has departed the marina and they are terminating their moorage. The agreement will be terminated as of the date of notification or the date the boat departed, whichever is later.
- B. The Port may terminate the moorage contract without cause by giving written notice that is received by the Permittee more than thirty (30) days prior to the scheduled date, at which time the contract is terminated.
- C. If moorage is needed after the Port mandated termination date the transient moorage procedures and rates shall apply.

## SECTION 6

### **MISCELLANEOUS FACILITIES AND EQUIPMENT**

#### I. T-DOCK

It is the policy of the Port that the T-Dock shall be used primarily to promote commercial fishing and industrial marine use.

- A. The Director of Operations is authorized to establish additional rules and regulations to ensure a fair equitable use of the dock depending upon demand for its use
- B. Customers will be allowed use of the dock, on a first-come first-served space available basis.
- C. Overnight and unattended mooring of vessels is not permitted without previous permission of the Marina Manager.
- D. T-Dock unauthorized use will be assessed a charge - See Appendix "B".
- E. T-Dock hoist areas shall not be blocked or used for any purpose other than loading and unloading.

#### II. MARINE HOISTS

##### A. Authorization for Use

- 1. Authorization for operation of hoists is obtained from the Marina Manager after an agreement has been signed as herein before referenced in Section 2(II).
- 2. Issuance of authorization is at the discretion of the Marina Manager.
- 3. Authorization for operating hoists is issued to one individual and is not transferable to any other person.

##### B. Operation of Hoist

- 1. Upon authorization and payment of fee, applicants will receive a key for operation of hoists.

2. Knowledge of hoist operation rests with applicant/operator.
3. Operators are responsible for safe operation and use of hoists and are required to visually inspect all gear and equipment prior to operation of hoists.
4. Accident, loss, injury, or damages are to be reported to Marina Manager as soon as possible.
5. Hoists are signed for lifting capacity. An overload is not permitted.
6. Upon completion of hoist work, the hoist shall be returned to its original position and the key returned to the Marina office.

C. Use Fee

Rates for use of the hoist are set forth in Appendix "B".

D. Wharfage Charge

A wharfage charge is made for cargo, product, including fish that is loaded or unloaded over the dock. The wharfage charge is set forth in Appendix "B".

E. Sale of Fish

T-Dock, or any other area, shall not be used for the retail sale of fish without the Marina Manager's permission.

III. WEB LOCKERS

It is the intent of the Port to make reasonable storage facilities available for the greatest number of active working Commercial Fishermen – Industrial business'.

A. Waiting List

1. The Port maintains a waiting list for those qualified persons desiring a web locker.
2. Applicants must either be:

- business.
- a. An active commercial fisherman with one or more valid Commercial fishing licenses and use the assigned web locker for storage of commercial fishing gear, or
  - b. Be an authorized active commercial (Industrial-maritime)

3. It is Port policy to assign Web Lockers by a Waiting list. However, the Port may make Web Locker assignments based on the needs and best interests of the Port.
4. Once a web locker is assigned, the lessee must continue to meet the same requirements as applicants for web lockers described above in this paragraph and, upon request, provide the Port with a copy of their current valid commercial fishing license(s) and proof of activity.

**B. Transfer of Lockers**

1. Lessee shall not assign, transfer his/her lease or any interest therein without the written consent of the Port.
2. A purchaser of a moorage users' vessel or stored equipment *does not* acquire the moorage user's web locker. In order to obtain a web locker, the new owner must apply and be placed on the "Web Locker Waiting List."

**C. Lessee Responsibilities**

1. Web lockers are to be used for storage of fishing or industrial gear only.
2. Premises and adjacent areas must be kept in a clean and orderly condition.
3. All web locker tenants shall enter into a lease agreement with the Port. This is an annual lease agreement with monthly payments, and is renewable yearly with proof of current valid commercial fishing license and activity.
4. All web locker tenants shall provide the Port with name, address, phone number, boat name/number for any additional persons allowed to use the same locker. All persons using a locker must meet the above stated qualifications in Paragraph A.
5. Failure of lessee to comply with his/her responsibilities regarding the use of a web locker may result in termination of the web locker lease agreement.

#### IV. OUTSIDE STORAGE

The Port may designate areas for outside storage of gear and equipment in support of working commercial fishing and other commercial vessel activity. The availability, if any, of outside storage is dependant on the operational needs of the Port and the availability of storage area.

- A. All gear stored outside at Cap Sante Boat Haven will be subject to storage charges as set forth in Appendix "B".
- B. Outside storage is only allowed in areas authorized by the Marina Manager. Any unauthorized gear storage is subject to impoundment and disposal at the owners' expense. All gear must be stored on pallets or containers or be easily moved by forklift.
- C. Storage customers must enter into a storage agreement with the Port. All storage items must be registered with the Port and are required to be identified with the customers' storage number. Storage customers are required to notify the Port of any changes in the status of stored gear (gear moving in/out of storage).
- D. Storage and gear work areas will be posted to inform users of time restrictions and rules.

#### V. NET REELS

- A. Large Net Reel carts are available for rent after an agreement has been signed as herein before referenced in Section 2, Article II.
- B. Net Reel Carts are assigned by the Marina Manager on a first-come, first-served basis.
- C. Charges for Net Reel Carts use are set forth in Appendix "B".

#### VI. DOCK BOXES

- A. Dock Boxes are normally available for rent to tenants moored at designated berths on J through Q docks.
- B. Only dock boxes, which are owned, installed, and rented by the Port, are permitted on Marina floats.
- C. All applicants shall sign a dock box agreement.
- D. Storage of hazardous and/or illegal materials is prohibited in dock boxes. The Port is not liable for the contents of the dock boxes.

- E. The structure or appearance of the dock boxes shall not be altered in any manner, without written approval of the Port.
- F. In the event of damage to the dock box the permittee shall be responsible for all costs of repair or replacement of the dock box if deemed necessary by the Port.
- G. There is no charge to initially install or remove a dock box. However, a service charge will be made for each additional move requested by the tenant. (See Appendix B)

## VII. PUMPING CHARGES

- A. Bilge pumping service is available thru the Marina Manager. Fees for this service are set forth in Appendix "B".
- B. A portable electric bilge pump is usually available for rent during office hours. Fees for this service are set forth in Appendix "B".
- C. The Port may pump out any vessel if, in the opinion of the Marina Manager, it is in danger of sinking and the costs thereof shall be charged to the vessel and/ or its owner or operator.
- A. Moorage tenants shall not let their dinghy or skiff fill with water and/ or sink in the Marina. The Marina staff may, but is not required to, pump out any such vessel that has filled with water and/ or is in danger of sinking. The owner of the vessel shall be charged for the pumping service as set forth in Appendix "B". Any vessel that habitually fills with water or is in danger of sinking may be removed from the water and impounded at the owners' expense.

## VIII. NET REPAIR

- A. Commercial fishing vessels, on a space available basis, may use designated areas for net and gear repair. Repair time, boat to dock and on shore is limited by the operational needs of the Marina. Overnight moorage at T-Dock is not normally permitted.
- B. Nets left in the net repair area for more than five (5) days may be impounded by the Port, and may be subject to impoundment fees.
- C. All net repair work shall be scheduled with the Marina Manager.

## IX. ELECTRICAL POWER

A. Description

1. Designated berths are provided with 110-volt or 220-volt service.
2. Repeated replacement of burned out receptacles will result in upgrading of service at the moorage user's expense as well as the charges for replacing the receptacles.
3. Vessels moved at Port convenience will, if available, be furnished equivalent power outlets at Port's expense.
4. The Port does not guarantee continuity of electric service to any vessel, the characteristics of any service that is provided, or the characteristics of the vessel service circuit breaker or assume responsibility for any inconvenience, loss or damage caused by any interruptions to electric service.

B. Electric Service and Utilization Equipment on Board Vessels

All service connections between the Port outlets and the vessel, and all utilization equipment upon the vessel shall conform to the City Electrical Code and/or the State of Washington Electrical Code.

C. Meters

1. Meters are provided on designated berths.
2. Electrical meters are owned, installed and maintained by the Port.
3. There is no charge to initially connect or remove the meter. A service charge will be made for each additional connection or amperage modification after the initial installation (see Appendix "B").

D. Procedures for Billing

1. Meters are read and billed monthly and upon termination of moorage.
2. The electrical service charge for berths without meters is based on an average of multiple amperage readings taken by the Marina Manager or designated staff.
3. Rates and other charges for electrical power are per Appendix "B".
4. Should electrical service charges remain unpaid for 10 days, the Port shall have the right to disconnect all power until such time as vessel

owner's account is paid in full. Resumption of electrical service will result in payment of a reconnection service charge per Appendix "B".

E. Transient Moorage Users

Tariff rates for transient vessels will apply. (See Appendix "B").

X. SANITARY PUMP

A. Availability

Sanitary pump-out facilities are provided at no-charge and located in the Marina for the use and convenience of all boaters.

B. Procedures

The sanitary pump-out facilities are self-service and available for use at no-charge.

C. Charges

In an effort to promote the use of pump-out facilities and increase the boaters awareness of proper and acceptable practices the Port has directed that **sanitary** pump-outs shall be free of charge.

XI. FUEL FLOWAGE FEE

A. All fuel delivered in bulk to vessels at the Marina, T-Dock or other authorized refueling locations, will be assessed a Fuel Flowage Fee. (See Appendix "B")

B. A Fuel Flowage Fee will be assessed to the distributor providing the fuel and shall be reported to the Marina office upon departure of the fuel delivery vehicle.

C. All distributors shall conform to the Port, Local, State and Federal regulations regarding such fueling activities.

XII. FORKLIFT

A. Upon request to the Harbor Office, the Port forklift and operator may be available for rent. The rental fee is set forth in Appendix "B".

B. The forklift shall be operated by authorized Port personnel and on Port property only.

## SECTION 7

### **PROCEDURES FOR THE EXPEDITIOUS COLLECTION OF PORT CHARGES**

#### I. GENERAL

- A. The Port's Marina Manager is authorized to take reasonable measures, including the use of chains, ropes and locks, or removal from the water, to secure vessels within the moorage facility so that the vessels are in the possession and control of the Port and cannot be removed from the moorage facility.
- B. These procedures may be used if an owner mooring or storing a vessel at the moorage facility fails, after being notified that charges are owing, and of the owner's right to commence legal proceedings to contest that such charges are owing, to pay the Port charges owed or to commence legal proceedings.
- C. Notification shall be by registered mail to the owner at his last known address.
- D. In the case of a transient vessel, or where the owner furnished no address, the Port need not give such notice prior to securing the vessel.
- E. At the time of securing the vessel, an authorized Port employee shall attach to the vessel a readily visible notice.
- F. The notice shall be of a reasonable size and shall contain the following information:
  - 1. the date and time the notice was attached;
  - 2. a statement that if the account is not paid in full within ninety (90) days from the time the notice is attached, the vessel may be sold at public auction to satisfy the Port charges; and
  - 3. the address and telephone number where additional information may be obtained concerning the release of the vessel.
- G. After a vessel is secured, the Port shall make a reasonable effort to notify the owner, by registered mail, in order to give the owner the information contained in the notice.
- H. Once the above process is initiated the Port will assess a Delinquent Account Processing Fee (See Appendix B.)

## II. MOVEMENT OF VESSELS

- A. The Port is authorized to move vessels ashore for storage within properties under the Port's control, or for storage with private persons under their control as bailees of the moorage facility, if the vessel is, in the opinion of Port personnel, (1) a nuisance, or (2) if the vessel is in danger of sinking, or (3) creating other damage, or (4) is owing Port charges.
- B. Costs of any such procedures shall be paid by the vessel's owner.

## III. PAYMENT OF CHARGES & RELEASE OF VESSEL

- A. If a vessel is secured under subsection I or moved ashore under subsection II hereof, the owner who is obligated to the Port for Port charges may regain possession of the vessel by:
  - B. Making arrangements satisfactory with the Port for the immediate removal of the vessel from the moorage facility or for authorized moorage; and
  - C. Making payment to the Port of all Port charges, or by posting with the Port a sufficient cash bond or other acceptable security, to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending solution of the matter of the charges in a civil action in a court of competent jurisdiction.
  - D. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall receive so much of the bond or other security as is agreed, or as is necessary to satisfy any judgment, costs, and interest as may be awarded to the Port.
  - E. The balance shall be refunded immediately to the owner at his last known address.

## IV. ABANDONED VESSELS

If a vessel has been secured by the Port under subsection I of this section and it is not released to the owner under the bonding provisions of this section within ninety (90) days after notifying, or attempting to notify, the owner under subsection I of this section, the vessel shall be conclusively presumed to have been abandoned by the owner.

## V. SALE OF VESSELS

- A. If a vessel moored or stored at the Marina is abandoned, the Port may, by resolution of its legislative authority, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash:
- B. Before the vessel is sold, the owner of the vessel shall be given at least twenty (20) days notice of the sale in the manner set forth in subsection I of this section if the name and address of the owner is known. The notice shall contain
  - 1. the time and place of the sale,
  - 2. a reasonable description of the vessel to be sold, and
  - 3. the amount of Port charges owed with respect to the vessel.
- C. The notice of sale shall be published at least once, more than ten (10) days but not more than twenty (20) days before the sale, in a newspaper of general circulation in the county in which the moorage facility is located. Such notice shall include:
  - 1. the name of the vessel, if any,
  - 2. the last known owner and address,
  - 3. any reasonable description of the vessel to be sold.
- D. The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale;
- E. Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in the superior court for the county in which the vessel was impounded to contest the validity of the impoundment or the amount of the Port charges owing. Such lawsuit must be commenced within ten days of the date the notification was provided pursuant to subsection (1) of this section, or the right to a hearing shall be deemed waived and the owner shall be liable for any Port charges owing the Port. In the event of litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- F. The proceeds of a sale shall first be applied to the payment of Port charges. The balance, if any, shall be paid to the owner. If the owner cannot, in the exercise of due diligence, be located by the Port within one (1) year of the date of sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to Chapter 63.29 RCW. If the sale is for a sum less than the applicable Port charges, the Port is entitled to assert a claim for a deficiency.

- G. In the event no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are not made within ten (10) days of sale, title to the vessel will revert to the Port.

VI. POSTING OF REGULATIONS

That which is set forth herein is enforceable only if the Port has had its tariff containing these regulations conspicuously posted at its moorage facility office at all times.

VII. SEVERABILITY

Nothing hereinbefore contained may be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws affecting the Port.