Port of Anacortes

Cap Sante Marina Rules and Regulations

July 2023

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1. PURPOSE

To establish, implement, and maintain policies, rules, and regulations for the safe, secure, and efficient operation of the Cap Sante Marina and to provide excellent customer service for boaters, tenants, licensees, and other public users of this facility.

2. SCOPE

The policies, rules, and regulations contained herein apply to all persons, vehicles, vessels, tenants, and licensees operating within or at the Cap Sante Marina and shall supersede all previous Rules and Regulations at the Marina.

3. AUTHORITY

3.1 Cap Sante Marina (hereinafter the "Marina") is owned and operated by the Port of Anacortes (hereinafter the "Port"), a Washington State municipal corporation. The Cap Sante Marina Rules and Regulations (hereinafter the "Rules and Regulations") are written under the authority granted to the Port by Chapter 53.08 RCW, specifically RCW 53.08.310 and 53.08.320 in their entirety.

3.2 The Port reserves the right to make any additions, deletions, or corrections to the Rules and Regulations at any time.

3.3 The Harbormaster is authorized to administer these Rules and Regulations by written or verbal instruction. The Port can and will apply all generally accepted safety standards and those standards will apply to all regulations, management practices and users.

3.4 The Port may move vessels, wherever they may be or come to be located, for the protection of life, property, or for the best utilization of Marina facilities.

3.5 All fees and charges of any nature prescribed by the Port shall be charged and collected under the authority of these Rules and Regulations.

3.6 Due to the demand for moorage at the Marina, it is necessary to establish controls to limit use of moorage for specific purposes, and then to administer those controls for users. The Port reserves the right to allocate the use of any moorage space as it deems necessary to meet those ends.

3.7 The Port reserves the right to deny use of the Marina facilities for moorage or all other purposes to those persons who fail to comply with these Rules and Regulations, Marina procedures, provide proper documentation, or who fail to pay Port Charges promptly when due.

3.8 Marina users who violate these Rules and Regulations or the terms of applicable moorage agreements may be subject to penalty, including but not limited to, moorage agreement cancellation, penalty charges, removal of their Vessel and/or equipment, impoundment and/or sale of their Vessel and/or equipment.

3.9 The Harbormaster may request any persons violating these Rules and Regulations to leave the Marina, and may obtain assistance of law enforcement officers to protect property, lives, or preserve the peace.

3.10 The Port reserves the right to inspect any of its licensed, rented, or leased premises at any time. However, the right to inspect does not create any affirmative duty or responsibility for the Port to conduct such inspections.

3.11 The Harbormaster is authorized to publish and enforce appropriate rules to ensure security and safety at the Marina, and to enforce these Rules and Regulations, including but not limited to requiring appropriate hold harmless agreements, release agreements, and evidence of insurance.

3.12 The Port operates in accordance with RCW 88.26.020, RCW 53.08.320 and RCW Chapter 79.100 regarding unpaid Port Charges and "derelict" or "abandoned" Vessels, as those terms are defined by statute.

3.13 The Port and/or Harbormaster may interpret the intent of these Rules and Regulations to carry out the purposes herein.

3.14 Should any section, subsection, paragraph, sentence, clause or phrase of these Rules and Regulations be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of these Rules and Regulations.

4. REFERENCES

4.1 Annual Moorage Agreement

4.2 Monthly Moorage Agreement

4.3 Winter Moorage Agreement

4.4 Commercial Fisherman Monthly Moorage Agreement

4.5 Commercial Business and Charter Moorage Agreement

4.6 Tour Company Moorage Agreement

4.7 Yacht Broker Moorage Agreement

4.8 Liveaboard Moorage Agreement

4.9 Monthly Moorage Agreement (Dinghy Only)

4.10 Short-Term Rental Moorage Agreement

4.11 Web Storage Locker Agreement

5. DEFINITIONS

5.1 Active Commercial Fishing Vessel: A vessel, which is engaged in a bona fide commercial fishing operation under one or more valid commercial fishing license(s). Proof of active commercial fishing activity may include, but is not limited to, current 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.

5.2 Assignment: Assignment, as used herein, may mean rental, sub-rental, lease, sublease, assignment, or license, whichever is appropriate.

5.3 Boathouse: A boathouse is a privately-owned floating structure consisting of floats, walls, and a roof, which is capable of being moved on water and is connected to a Port float system and covers or encloses a slip or slips.

5.4 Clean Marina Washington Program: An incentive-based certification where marinas continually assess their operations and implement improvements to better protect the environment.

5.5 Commercial Marine: 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. Commercial marine includes, but is not limited to, boat brokerage and sales, excursion and tour boats, time share companies, passenger for hire boats, short term rentals, bare boat and skippered charter companies, fishing and dive charter companies. Commercial marine does not include commercial fishing vessels or operations.

5.6 Commercial Vessel: Commercial vessels are defined as vessels such as but not limited to tugs, barges, and tour boats engaged in business for hire.

5.7 Commission: “Commission” means the elected Board of Commissioners of the Port.

5.8 Continuous Moorage: “Continuous Moorage” means moorage that is continual and uninterrupted by termination or suspension of a moorage agreement. Continuous Moorage also takes into account a previous transfer occurring pursuant to Section 12.1.2. In such an event, Continuous Moorage will be calculated from the earliest date of a continual and uninterrupted moorage agreement that has been subject to transfer under that Section 12.1.2. If the Port should issue a Notice of Default, even if the moorage agreement is not terminated, that Notice of Default shall be considered a break in Continuous Moorage.

5.9 Critical Maritime Business: A “Critical Maritime Business” is an individual or entity providing health, safety, or supportive services to the maritime industry, including without limitation, the following services: emergency management, environmental response, fish and wildlife agencies, provisioning, vessel assist, and marine logistics.

5.10 Family Member: A “Family Member” is a Licensee’s spouse, child, sibling, grandchild, parent, step-child, step-sibling, step-grandchild, step-parent, sibling-in-law, or parent-in-law.

5.11 Harbormaster: The "Harbormaster" is a Port staff member responsible for the management of the Marina, either personally or through any person with whom the Harbormaster may delegate his/her authority.

5.12 Licensee: A person who enters into a written agreement with the Port for the purposes of moorage, or of storage of fishing gear, tackle, nets, pots, or any other marine equipment on the Marina premises. A Marina Licensee accepts facilities on Marina premises on an "as is" basis.

5.13 Liveaboard: Refers to those individuals who have been granted a license to stay overnight aboard their vessel more than 15 days in any 30-day period in excess of two consecutive months. Liveaboards are required to have a current Liveaboard Agreement on file with the Port. The Harbormaster may authorize exceptions. The license to live aboard a vessel is not a right but a revocable license provided to the customer and does not create a residential landlord-tenant relationship between the Port and the customer.

5.14 Marina: "Marina" means the Cap Sante Marina and includes, but is not limited to, water, land, airspace, docks, piers, structures, facilities, and all buildings owned or operated by the Port, within and adjacent to the boundaries of the Marina.

5.15 Moorage Facility: Any properties or facilities owned or operated by the Port which are capable of use for the moorage or storage of vessels and/or marine related items, including support facilities for harbor operations.

5.16 Moorage Facility Operator: Refers to the Port, which owns and operates moorage facilities.

5.17 Operable: The capability of a vessel to safely maneuver under its own power from one mooring to another mooring or another port of call.

5.18 Overhang: Any portion of a vessel or its gear (i.e. swim step, bow pulpit, bow sprit, rails, outboard motors, etc.) that extends over the end of the finger float or the walkway is considered overhang. Overhang indicates the vessel is too long for the slip.

5.19 Person: Any individual, firm, sole proprietorship, partnership, corporation, limited liability company, unincorporated association, joint-stock association or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.

5.20 Port: "Port" means the Port of Anacortes, a municipal corporation located in Anacortes, Skagit County, Washington, and various properties and facilities that it owns and governs, which includes the Marina.

5.21 Port Charges: Charges for moorage and storage, and all other charges and fees owing or to become owing between a user and the Marina, or under Rates and Fees, and may include, but is not limited to, costs and expenses, including attorneys' fees and court costs incurred in salvage, termination, removal and/or sale of vessels, and penalties.

5.22 Recreational Vehicle: A vehicular-type unit designated for temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

5.23 Regular Moorage: Moorage for any vessel or structure which is secured by written contract for a minimum of thirty consecutive days. Such moorage is subject to Washington State Leasehold Excise Tax.

5.24 Seaworthy/Seaworthiness: Means that the vessel's hull, keel, decking, cabin, mast and drivetrain are functional and structurally sound.

5.25 Temporary Moorage: Moorage for any vessel or structure which is designated a temporarily available slip as designated by the Harbormaster. Slips available for temporary moorage are designated and authorized by the Harbormaster on a discretionary basis after considering the number of slips available, the projected transient moorage requirements, and other factors which may influence the temporary designation of a slip.

5.26 Tenant: A person who enters into a written agreement with the Port for the purposes of engaging in a business or other authorized occupancy on the Marina premises. A Marina tenant accepts facilities on Marina premises on an "as is" basis.

5.27 Transient Vessel: Any vessel using a moorage facility and which belongs to a person who does not have a moorage agreement with the Port. Transient vessels include; but are not limited to, vessels seeking a harbor of refuge, day(s) use or overnight(s) use of a moorage facility on a space as available basis whereby the vessel is granted authority to moor by fulfilling the proper registration requirements, but does not enter into any type of moorage agreement.

5.28 User: Any person, including but not limited to, owners or operators of vessels, licensees, and the general public, entering Port moorage facilities or otherwise on Port property.

5.29 Vehicles: All devices, except vessels, used on the ground to transport persons, cargo, or equipment.

5.30 Vessel: Every type of watercraft or other artificial contrivance, powered or unpowered, capable of being used for transporting people or goods on water or for floating marine construction or repair and which does not exceed two hundred feet in length. Vessel includes any trailer used for the transportation of watercraft, or any attached floats or debris (RCW 79.100.010).

5.31 Vessel Operator: Any person who operates a vessel.

5.32 Vessel Owner: Every person, or agent thereof with actual or apparent authority, who is the registered/legal owner of a vessel.

6. GENERAL POLICIES

6.1 All Port, municipal, county, state and federal laws, ordinances, resolutions, rules and regulations, applicable to Marina usage, apply to all users.

6.2 It is users' sole responsibility to obtain, know, understand, and comply with the updated and current Rules and Regulations. A copy of the Rules and Regulations will be posted in the Harbormaster's office at all times and will be available for reference at www.portofanacortes.com. The Port does not accept responsibility for mailing or delivery of the Rules and Regulations or for ensuring that users have familiarized themselves with the contents thereof or any amendments thereto.

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

6.4 Users are responsible and liable for any and all damage to Port property resulting or arising from their acts, failures to act, or omissions.

6.5 The Port places high priority for the allocation of moorage designations to the commercial fishing boats home-ported in Anacortes, and for the allocation of transient (guest) moorage space to commercial fishermen 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.

6.6 Given the full occupancy of available moorage slips at the Marina, the economic benefit for the community in accommodating transient boaters, and that some moorage licensees do not desire to occupy their designated slips full time, the Port affords regular moorage agreement licensees the opportunity to temporarily release the use of their moorage slip, during which time they will receive a credit for the actual time their slip was rented to third party users.

6.7 Public fishing is not allowed in the Marina.

6.8 Quiet hours are from 10:00 PM to 7:00AM unless otherwise noted at the Harbormaster's office. This means that during those hours, noise shall be at a decimal level so as to not unreasonably disturb the peace or comfort of others. At all times, noise levels shall comply with Anacortes Municipal Code Section 17.54.010 as enacted or hereinafter amended.

6.9 All pets must always be on a leash in the Marina and under their owner's control. Pet owners are responsible for proper clean up and disposal of animal waste.

6.9.1 Any animal found wandering unattended within the Marina will be turned over to the appropriate agency.

6.9.2 Any animal left unattended in a situation considered inhumane will immediately be reported to the appropriate agency.

6.9.3 Any animal that is a danger, threat or nuisance must be immediately removed from the Marina by its owner.

6.10 Storage of rowboats, skiffs, dinghies, rafts, nets, reels, and other equipment items shall be as designated and approved by the Harbormaster. Any of the above items or other equipment stored without approval of the Harbormaster shall be subject to immediate removal.

6.11 The Port may impose reasonable restrictions as to time, place, and manner of speech at the Marina. Speech includes but is not limited to picket lines; public demonstrations; posting, distributing, and displaying signs, circulars, or any other printed or written material.

6.12 The Port provides gear carts at the head of each pier. Gear carts shall be promptly returned to their proper storage area immediately after use. Gear carts must always remain on Port property and are not to be used for storage of items.

6.13 The Port does not accept vessels, items, or equipment for storage and shall not be responsible or liable in any way for safekeeping or condition of vessels, their contents, or any equipment or items.

7. HEALTH, SAFETY, SECURITY AND ENVIRONMENTAL (HSSE) POLICIES

7.1 In the event of a threat to human life, safety and/or property, call 911. For other, less urgent situations, contact the Port.

7.2 The Port intends to manage Marina activities to ensure EnviroStars certification under the Clean Marina Washington Program.

7.3 Drinking of alcoholic beverages, except in licensed premises, on private vessels, or in designated areas, is prohibited. Use of marijuana, as well as any illegal drugs, on Port property is prohibited. Smoking in public places is governed by RCW 70.160 *et seq.* as enacted or hereafter amended.

7.4 Deposit or discharge of garbage, food scraps, sewage, grey water, trash, waste materials, oil, fuel, debris, or other materials in the water or on land areas of the Marina other than in designated containers, is strictly prohibited. Users are encouraged to notify the Harbormaster's office immediately should they observe such prohibited activities.

7.5 With regard to all hazardous materials discharges and spills (including but not limited to oil, diesel, gas, hydraulic fluids, paints, solvents, and antifreeze), the person responsible for the spill is required to follow the spill response plan posted at the Marina's central pier.

7.6 If a prohibited activity or event occurs, the person responsible assumes all responsibility and liability for all damages and financial obligations triggered by that event including but not limited to clean-up actions and costs, costs of Port labor and materials, and agency notifications.

7.7 All users hereby agree to assume responsibility and liability for, and shall indemnify and hold the Port harmless for their boating practices including but not limited to fueling, repair and maintenance, washing, handling hazardous materials, maintaining bilge cleanliness, sewage disposal, and hull cleaning.

7.8 Fueling of vessels may occur only at the fuel dock and T-dock.

7.9 The Marina is a no-discharge facility. Discharge of sewage from toilet facilities on vessels while in the Marina or adjacent waters is prohibited.

7.9.1 The Port may require Vessel Owners 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.

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

7.10.1 This service is for discharge of vessel's holding tanks only. No other liquids or materials are allowed.

7.11 Bilge pumping service is available through the Harbormaster's office. Fees for this service are set forth in the Port's Rates and Fees.

7.12 Vessels requiring discharge of large quantities of refuse or oily waste shall inquire with the Harbormaster for the name of the waste hauler permitted to receive, haul and dispose of such waste at Port facilities.

7.12.1 The vessel owner shall arrange directly with the waste hauler for such services and equipment.

7.12.2 Payment of charges for the services and equipment provided by the waste hauler will be made directly to the waste hauler by the vessel owner, charterer, or any other party responsible for such payment of charges by the vessel.

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

7.14 Storage of oily rags, open paints or other flammable or explosive material is not permitted in Marina facilities.

7.15 All refuse must be placed in Port provided containers located throughout the Marina.

7.16 Cooking and open flames of any sort are prohibited on the walkways, docks, wharves, and piers in the Marina.

7.17 Owners of vessels carrying or otherwise having wood/pellet burning heating equipment on the vessel must notify the Marina upon entering into any agreement with the Port for moorage of that vessel or upon the vessel physically entering the Marina, whichever occurs first.

7.18 Authorized guests may stay aboard vessels only if the vessel owner is present aboard for the duration of the guest's stay, unless the guest's stay is otherwise authorized under the Short-Term Rental Moorage Agreement.

7.19 No persons are permitted on piers, floats, or in areas specifically posted as reserved for use of Marina customers or as work areas without prior authorization by the Port.

7.20 The areas in and around the access points to docks, piers and floats, including promenades, are closed to the public between the hours of 10:00 PM and 7:00 AM.

7.21 Swimming, water-skiing and scuba diving are not permitted in the Marina. The only exceptions are for divers employed for working upon the underwater portion of vessels or employed by the Port.

7.22 A parent or other responsible adult must accompany children under twelve (12) years of age on piers and floats. All children twelve (12) years of age or younger must wear United States Coast Guard approved personal flotation devices while on Port piers and floats.

7.23 Behavior which disturbs or creates a nuisance for others in the Marina or in the adjacent premises is prohibited.

7.24 No person under the influence of alcohol or drugs shall operate a motor vehicle or vessel on Marina property. Anyone intoxicated, drunk, or disorderly in the Marina shall be dealt with as provided by City or County statute and is subject to fine and/or imprisonment as provided by law. Operation of vessels while under the influence of alcohol or drugs is a felony.

7.25 Only vessel owners and operators and guests authorized by the Port are allowed on docks between dusk and dawn without prior permission from Harbormaster.

7.26 Vessels, vehicles, property, gear or equipment must be parked, stored, moored or maneuvered in a safe and orderly manner.

7.27 Work performed on vessels moored at the Marina must be accomplished in such a manner as to avoid interference with other users and must not constitute any hazard to persons, property, or the environment. Such persons, agents or employees shall comply with all Port, municipal, county, state, and federal laws, ordinances, resolutions, rules and regulations.

7.28 Persons involved in any vessel incident or accident occurring in the Marina shall make a full report of the incident/accident to the Marina office. Such persons shall also:

7.28.1 Stop and remain at the scene of the incident or accident

7.28.2 Render reasonable assistance to injured persons; and

7.28.3 Cooperate with Port staff and law enforcement investigating the incident or accident.

7.29 Any persons involved in a vehicle accident on Port property, or witnesses thereto, shall report the accident with local law enforcement.

7.30 Conduct or language, in any form of communication, directed at Port staff or Commissioners that seriously alarms, annoys, harasses, or is detrimental to such person will not be allowed on Port property. When the conduct is of such a nature as would cause a reasonable person to suffer emotional distress and actually causes the Port staff or Commissioner to suffer from emotional distress, the conduct may result in the actor being trespassed from Port property and/or the Port terminating any moorage or weblocker agreements, without prior notice. Such agreement termination may be appealed within five (5) business days of the Port providing the notice of termination. Such appeal must be made to the Port's Executive Director in writing, specifying the exact nature of the appeal. All decisions of the Executive Director are final.

8. VESSEL POLICIES

8.1 All owners or operators of vessels entering the Marina shall promptly register at the Harbormaster's office and pay Port Charges, including but not limited to moorage, in accordance with these Rules and Regulations. Failure to comply will result in additional charges including but not limited to all applicable moorage, fees, and penalty charges. (See the Port's Rates and Fees).

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

8.3 Vessels shall display:

8.3.1 Registration numbers and a valid registration decal in compliance with State regulations.

8.3.2 Documented vessels shall have the documented name of the vessel and hailing port displayed on the hull.

8.4 Failure to comply with vessel registration and identification requirements is cause for refusal and/or termination of moorage.

8.5 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 vessel does not have the right-of-way over another vessel based solely on its method of propulsion.

8.6 The movement of vessels within the moorage area (between piers) must be for the purpose of mooring, entering a slip, leaving a slip, or fueling. Random sailing or cruising vessels is not permitted.

8.7 The Marina is designated a "No-Wake Zone" and all users must comply with speed limits within the Marina as posted.

8.8 All users are prohibited from running vessel engines in gear while tied to any dock structure.

9. GENERAL MOORAGE POLICIES

9.1 Users mooring at the Marina shall enter into the moorage agreement on the then-currently applicable form, or be subject to Port Charges, including but not limited to transient charges, administrative fees, and any other penalties authorized by these Regulations or otherwise authorized.

9.2 Assignment and subleasing of moorage or other licensed or leased Port space is prohibited unless otherwise addressed in this document or specified in moorage agreements.

9.3 Vessels which moor in reserved spaces without permission of the Harbormaster are subject to removal from the space, payment of all costs involved in the move, and payment of a non-registration penalty fee.

9.4 Vessels unauthorized by and/or unregistered with the Port are subject to impoundment, pending payment of all Port Charges.

9.5 Vessels moored in the Marina must always be maintained in apparent good condition with respect to both operability and seaworthiness. In cases where the question of operability and seaworthiness arise, the Harbormaster will:

9.5.1 Request a demonstration of the vessel's operability or seaworthiness, which must be conducted within 30-days of such request.

9.5.2 If a Vessel owner is unable to demonstrate operability or seaworthiness within that 30-day period, then a 30-day eviction notice will be issued to vacate the Marina.

9.6 Vessels which do not meet normal safety standards or which, because of their size, condition, or construction, are deemed by the Harbormaster to be hazardous to Marina property or to other vessels, will not be granted, or allowed to continue, moorage.

9.7 If a vessel is not removed immediately after proper notification has been made to the vessel owner to vacate, it may be impounded by the Port. Port Charges for removal and storage may be assessed against the vessel and/or its owner.

9.8 Users are responsible for securely mooring their vessels with adequate bow, stern and spring lines and for adequate fendering to protect Port property and avoid damaging adjacent vessels.

9.9 Users are responsible for safe and secure stowage of their vessel running gear, sails and equipment. In the event Marina staff deems it necessary to re-secure a vessel, or its equipment, Port Charges will be assessed against user for all materials, equipment time, and labor used.

9.10 In order to protect people walking the docks and vessels navigating the fairways, the Marina has a "no overhang" policy for vessels moored at the Marina. If overhang is discovered, the vessel shall be relocated to the appropriately sized slip if available and the regular rate for that slip will apply.

9.10.1 Many vessels are portrayed by the vessel manufacturer as a specific size but in reality may be several feet longer. The goal is for zero overhang.

9.10.2 Under certain circumstances and limited to specific areas in the Marina for which safety allows, exceptions to the "no overhang" policy may be granted upon the prior written approval of the Harbormaster, based upon the Harbormaster's discretion. Additional rate charges may apply.

9.11 A vessel in a reserved space too large to be moved by available Marina employees is subject to be moved by a contractor. All incurred costs arising out of the move will be charged to the vessel and/or the vessel owner.

9.12 In consideration of the safety and security of moorage licensees, any time a licensed space will be vacant for an extended period of forty-eight (48) hours or more, the moorage licensee

is requested to notify the Harbormaster's office prior to such vacancy. All licensees vacating a licensed space for more than forty-eight (48) hours should reference the Credit Back Program described in this manual.

9.13 Vessel owners, operators, crew, and 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, and orderly.

9.14 Repair work or outfitting, spray painting, sandblasting, chipping, sanding, welding or burning on vessels is not permitted without specific approval of the Harbormaster and obtaining the required permits prior to commencement of work.

9.15 All work must comply with applicable Port, municipal, county, state, and federal laws, ordinances, resolutions, rules and regulations governing those activities.

9.16 Moorage licensees shall not let their dinghy or skiff fill with water and/or sink in the Marina.

9.17 Marina Staff may, but are not required to, pump out any vessel that has filled with water and/or is in danger of sinking.

- 9.17.1 Any action taken by Marina Staff to pump out a vessel does not create any duty or obligation on the part of Marina Staff or any Port employees.
- 9.17.2 The owner of the vessel shall be charged for the pumping service as set forth in the Port's Rates and Fees.
- 9.17.3 Any vessel that fills with water or is in danger of sinking may be removed from the water and impounded at the owner's expense.

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

9.19 Due to high occupancy rates for moorage, the Port has established a Credit Back Program that allows regular moorage licensees to temporarily release the use of their slip while not being used. The following applies to the Credit Back Program;

- 9.19.1 Only regular moorage licensees may participate in this program.
- 9.19.2 The release of the slip must be temporary in nature.
- 9.19.3 An authorization form provided by the Port must be completed by regular moorage licensees on an annual basis.
- 9.19.4 A credit will be issued for the actual time the regular moorage licensees slip is released to a third party.
- 9.19.5 A credit will be issued for electrical service for the actual time the slip is released to a third party, if applicable.
- 9.19.6 The amount credited is determined by the regular monthly moorage rate of the slip divided by number of days in the month multiplied by the number of days released to a third party.
- 9.19.7 Changes to planned departure and return dates may only be made by the moorage customer designated to the slip. Changes to planned return date must be immediately communicated to the Harbormaster's office. If reservations for

third parties have been made, the Marina cannot guarantee slip availability to the moorage licensee.

10. WAIT LIST POLICIES

10.1 Requests to be placed on Wait Lists will only be allowed by completing the web based application located on the Port of Anacortes website.

10.1.1 Commercial Fishing applicants will be allowed to request to be placed on the Wait List verbally based on seasonality and fluidity of Commercial Fishing industry.

10.2 Wait Lists will be established and maintained for both Recreational and Commercial berthing slip lengths in FSM for designated moorage areas.

10.2.1 Commercial Fishing applicants will be excluded from FSM management based on seasonality, fluidity, history of short duration on Wait List, and limited number of applicants.

10.3 Any person applying to be on the wait list will be required to pay a non-refundable administrative fee as set forth in the Port's Rates and Fees.

10.3.1 The wait list fee will be due and owing each new calendar year for each berthing slip length wait list.

10.3.2 Applications on the wait list will be cancelled if renewal is not made annually. If cancelled, applicant will have no further rights to moorage under the original request and will forfeit their seniority date.

10.3.3 A grace period of seven (7) days is provided for renewal of wait list application and payment of the wait list fee.

10.3.4 Commercial Fishing applicants are not required to pay Wait List fees.

10.4 The Wait List will be established, implemented and maintained based on the applicant's wait list seniority date, which is established by the later of:

10.4.1 Date of completed wait list form; and

10.4.2 The Port's receipt of the non-refundable wait list fee.

10.5 Designation to regular moorage from the wait list will be solely based on the applicant's wait list seniority date.

10.6 Wait list applicants may move from one berthing length wait list to another, one time only, at no charge. This movement between wait lists is only for berthing length within one list; there shall not be movement from one wait list to another. By way of example only, an applicant on the Recreational Wait List shall not carry over their seniority should they apply to the Commercial Wait List.

10.6.1 The move from one slip length list to another will not alter the seniority date.

10.6.2 The applicant's position when moving to another slip length wait list is based on the seniority date.

10.7 The wait list applicant is responsible for the following:

10.7.1 Keeping the Port advised of applicant's current mailing address, email address, and telephone number and informing the Port, in writing, of any changes in information on the wait list; and

10.7.2 Providing the Port alternate contact information in the event moorage becomes available and the applicant cannot be reached at the phone numbers or email listed as the primary contact on the wait list application.

10.8 Once a berthing length becomes available, the Marina will utilize the appropriate Recreational or Commercial Wait List to designate moorage. The following applies:

10.8.1 Marina staff will communicate the mooring availability to the most senior applicant via email and phone.

10.8.2 Once contacted, applicant must acknowledge contact within seven (7) days. Applicant has seventy-two (72) hours from their acknowledgement of the Port's contact to accept or decline the offered moorage.

10.8.3 If the applicant fails to either acknowledge the Port's contact within seven (7) days or accept or decline moorage with seventy-two (72) hours after acknowledgment of contact, the Port will consider the non-response a decline of slip.

10.8.4 If slip is declined, the applicant will move to the bottom of the wait list one time only each calendar year. If the applicant declines an offered berth a second time in a calendar year, the applicant will be removed from the wait list.

11. REQUEST TO MOVE POLICIES

11.1 Those existing recreational licensees seeking change of moorage space shall complete a Request to Move Application. The following applies;

11.1.1 The Marina will establish and maintain a "Request to Move" list for each slip length.

11.1.2 All requests to move will be considered based upon the existing licensee's regular moorage seniority date.

11.1.3 A non-refundable administrative fee as set forth in the Port's Rates and Fees will be charged when filing a request to move.

11.1.4 The requestor will remain on the list at current seniority for the balance of the calendar year.

11.2 Once moorage is available that meets the parameters of the request to move, the Marina will utilize the Request to Move List for the applicable berthing length. The following applies;

11.2.1 Marina staff will communicate the mooring availability to the applicant via email and phone.

11.2.2 Once contacted, applicant must acknowledge contact within seven (7) days. Applicant has seventy-two (72) hours from their acknowledgement of the Port's contact to accept or decline the offered moorage.

11.2.3 If the applicant fails to either acknowledge the Port's contact within seven (7) days or accept or decline moorage with seventy-two (72) hours after acknowledgment of contact, the moorage will be offered to the next applicant on the list.

11.2.4 Once redesignated moorage is accepted, it shall be the responsibility of the applicant to arrange to move the vessel to the newly designated slip in a timely manner.

11.3 In addition to the Request to Move Policy, (i) Yacht Broker Moorage Agreement licensees; and (ii) Commercial Business and Charter Agreement licensees will be permitted to swap slip spaces amongst and between themselves to allow for more business flexibility to stage vessels for sale with the following process:

11.3.1 A request sby any (i) Yacht Brokerage Moorage Agreement licensee or (ii) Commercial Business and Charter Agreement licensee to swap slip spaces will be accepted once per year in either January or February and only upon submission to the Harbormaster of a written form showing agreement of both broker parties who desire to move, indicating which spaces are intended to be swapped and the date the request was submitted to the Harbormaster. The Port will consider all requests to move slips on or about March 1st of each year.

12. ASSIGNMENT POLICY

12.1 Except as otherwise provided herein or in a fully executed moorage agreement, Licensee shall not assign, transfer, or sublet a slip or moorage license, or any partnership or other interest in either, without first obtaining an amendment to the moorage agreement from the Port authorizing such action and no rights in or to said moorage slip shall pass by operation of law or other judicial process or through insolvency proceedings.

12.1.1 Any change of ownership, including without limitation sale, liquidation, or other disposition of some or all of the corporate stock or limited liability company units will be considered an assignment.

12.1.2 An exception to the change of ownership described above in 12.1.1 is if a partner, limited liability company member, or corporation shareholder desires to transfer their interest to the remaining partner(s), limited liability company member(s), or corporation shareholder(s), as the case may be. In such an event, the individual leaving the partnership, limited liability company, or corporation may do so without such event constituting an assignment. However, any addition of any new partner(s), limited liability company member(s), or corporation shareholder(s) shall still be considered an assignment.

12.1.3 Any transfers of an interest in or of an entire Critical Maritime Business shall be permitted, subject to the minimum standards set forth below. Such transfers are not subject to the restrictions of Section 12.4 or its subparts.

12.2 Use of the designated slip is personal to Licensee and a person acquiring the vessel(s) or any partnership or other interest therein from Licensee shall not thereby acquire rights under a moorage agreement, or right to use the slip in the absence of an amendment to the moorage agreement. The Port reserves the right to withhold its consent to any future amendment to the moorage agreement requested by Licensee, even though on occasion, it may consent to one or more such amendments.

12.3 No assignment of slip(s) or moorage agreement(s) shall be effectuated without the following minimum standards having been met:

12.3.1 A moorage agreement application completed accurately by the assignee that meets the Port's requirements for moorage and is accepted by the Port;
12.3.2 The moorage agreement sought to be assigned is in good standing, with no defaults at the time of the request for assignment; and
12.3.3 Both the assignor and the assignee having in the previous five years (i) not received a Notice of Default with regard to any agreement with the Port and (ii) not having had any account maintained with the Port sent to collections or had any debt owed to the Port written off as a bad debt.

12.4 The Port may allow assignment of slips and moorage agreements in the event of transfer of one hundred percent (100%) of a Licensee's ownership interest in a business on the following terms and conditions:

12.4.1 A Licensee's ability to assign its one hundred percent (100%) interest in its moorage agreements or slip designations will vest on a progressive basis as follows. For each of the percentages provided, the Port will round up to full slips:

12.4.1.1 After five (5) years of Continuous Moorage with the Port, Licensee may be allowed to assign its interest in up to sixty percent (60%) of its total slip designations.
12.4.1.2 After ten (10) years of Continuous Moorage with the Port, Licensee may be allowed to assign its interest in up to seventy (70%) of its total slip designations.
12.4.1.3 Despite the above, in no event shall any one Licensee be permitted to license, hold moorage agreements for, or otherwise control any more than sixteen (16) total slips.
12.4.1.4 This progressive vesting shall apply to all of the slip designations for any one licensee in any one particular category, such that the earliest date of a moorage agreement shall apply to all of the other moorage agreements within that same category of agreement for purposes of determining Continuous Moorage.

12.4.1.5 Because the progressive vesting shall apply to all of the same type of moorage agreement for any one licensee under the Continuous Moorage model, a category of moorage agreement cannot be transferred piecemeal. Any attempt to transfer up to the allowable percentage described in 12.4.1.1 or 12.4.1.2 to more than one transferee will not be allowed.

12.4.1.5.1 By way of example only, if a licensee with Continuous Moorage of ten (10) years has four (4) Yacht Broker Moorage Agreements, one for each of four (4) different slips, that licensee may transfer its interest in seventy percent (70%) of its slips, or three (3) slips, to Buyer #1. That same licensee would not be allowed to transfer 55% or 3 slips to Buyer #2 and 15% or 1 slip to Buyer #1.

12.4.2 Such transfer remains subject to the minimum standards set forth in Section 12.3.

12.5 Commercial Fisherman Monthly Moorage Agreement Licensees may cancel their slip assignment so that the Port may utilize the slip for other customers. When this cancellation is tracked and agreed to by the Port, it shall not be considered a break in Continuous Moorage; however, the time the Licensee is away from a designated slip shall not count towards the vesting period.

13. TRANSIENT MOORAGE

13.1 The Port will accept transient vessel moorage for recreational and commercial vessels when space is available.

13.2 All transient vessels, through their owner or operator, must register at the Harbormaster's office immediately upon arrival.

13.3 Port Charges are due and payable upon registration.

13.4 Transient vessel moorage rates shall be available as noted in the Port’s Rates and Fees.

13.5 Transient vessel moorage check-in time is 1:00 PM, and checkout time is 12:00 NOON daily.

13.6 Transient vessels arriving after office hours shall register before 10:00 AM the following day.

13.7 Transient vessels remaining after checkout time may be charged an additional day's moorage unless otherwise authorized by the Harbormaster and designated Port staff.

13.8 Failure to register the transient vessel in accordance with this section will result in a Non-Registration Fee in addition to Port Charges. In the event a transient 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.

14. LIVEABOARD MOORAGE POLICIES

14.1 Liveaboard vessels are allowed in the Marina, upon an approved background screening, written agreement, and a six (6) month commitment.

14.1.1 Anyone living aboard a vessel in the Marina without a valid liveaboard moorage agreement shall be considered a trespasser on Port property.

14.2 Moorage for liveaboard vessels will incur a surcharge on the regular moorage monthly fee as listed in the Port's Rates and Fees.

14.3 Any guest staying overnight on a liveaboard vessel for one or more days are only allowed if listed on the applicable licensee agreement.

14.4 The program is limited to a maximum number of one-hundred (100) liveaboard vessels, at any one time. As such, "living aboard" a vessel in the Marina is considered a privilege and is granted to a customer as a revocable license.

14.5 The minimum size vessel to be eligible as a liveaboard vessel for moorage shall be thirty-two (32) feet in length, as determined by the vessel registration documentation. Liveaboard vessels must, at all times, meet Port, municipal, county, state, and federal laws, ordinances and regulations, and rules including but not limited to those pertaining to navigation and safety equipment.

14.5.1 Vessel may not be altered or modified in any way to achieve minimum length requirement.

14.6 Vessels must be seaworthy and immediately ready for cruising in local waters. A vessel that is being used solely as a liveaboard vessel, and does not leave the Marina for the purpose of cruising, is not eligible for moorage as a liveaboard vessel at the Marina.

14.7 Dumping waste into the Marina is prohibited and therefore, all liveaboard vessels must have a fully functioning sewage system, including an operating waste holding tank.

14.7.1 All liveaboard vessels will be pumped out weekly by the Port's franchise pump out service at a monthly cost paid directly to the Port.

14.7.2 Additional pump outs will be charged by the franchise operator directly to the owner or operator of the liveaboard vessel.

15. MOORAGE APPLICATION AND DESIGNATION POLICIES

15.1 All persons mooring a vessel, other than transients subject to registration and transient charges, must execute a standard moorage agreement prepared by the Port.

15.2 The Harbormaster will designate moorage upon consideration of the following criteria:

15.2.1 Date of Application.

15.2.2 Compatibility of vessel with the neighboring vessels (commercial fishing vessels will normally be berthed separately from recreational vessels).

15.2.3 The vessel's length, width and draft.

15.2.4 Requirement for specific provided services.

15.3 The vessel must fit in the designated slip without any overhang in order to maintain moorage. It is important that the vessel size listed remains accurate. The length overall will include bow pulpit, railing, swim step, dinghy, davits and any other accessory that adds to the length of the vessel.

15.4 When an applicant is designated moorage, he/she shall provide proof of ownership and liability insurance coverage for the vessel being moved into the designated slip, as set forth in the moorage license agreement.

15.5 If a current moorage licensee transfers his/her vessel, the new owner does not assume the moorage licensee's designated moorage or any other space in the Marina. The new owner must submit an application for moorage in the same manner as any new applicant. Change of ownership of a vessel is considered an assignment.

15.5.1 The purchaser will have a maximum of thirty (30) days from date of sale to vacate the designated slip if not available.

15.5.2 The purchaser will have the option to pay the current monthly moorage rate or the daily transient rate during the thirty (30) day period described above.

15.6 The transfer of a slip to a current recreational Licensee's Family Member shall be allowed in the event of (i) the death of that Licensee or (ii) that Licensee becoming physically or mentally unable to safely operate their vessel. Such transfer remains subject to the minimum standards set forth in Section 12.3.

15.7 If a slip is unoccupied for a period exceeding one year the slip may be considered vacated. Once vacated, the Marina may terminate the moorage agreement. Such termination shall not relieve the licensee of any obligations under the agreement, including but not limited to overdue Port Charges. Moreover, such termination shall not be considered a waiver of any of the Port's rights under the agreement, these Rules and Regulations, or any other authority or law.

15.8 The Port may terminate the moorage agreement without cause by giving written notice to licensee more than thirty (30) days prior to the scheduled termination date.

15.8.1 Notice to moorage agreement licensee of termination without cause shall be considered delivered to licensee upon three (3) days after such notice is deposited in the United States mail, postage prepaid, addressed to the licensee at the most current address provided by licensee.

15.8.2 The effective termination date will be the termination date set forth in the written notice.

15.8.3 Vessel(s) remaining in the Marina after the notice date are subject to transient boat rules, regulations, and daily rates.

15.9 The licensee may terminate the moorage agreement without cause by giving notice to the Port, at any time, subject to minimum terms pursuant to the applicable agreement, on the date that licensee intends to terminate the moorage agreement.

15.9.1 In this circumstance the effective termination date will be the date Licensee's notice of termination is received by the Port, regardless of a later intended date of termination either specified or implied in the notice.

15.9.2 Vessel(s) remaining in the Marina after the applicable notice date are subject to transient boat rules, regulations, and daily rates.

16. COMMERCIAL FISHING MOORAGE POLICIES

16.1 Moorage for active commercial fishing vessels is intended to support vessels actively engaged in commercial fishing operations.

16.2 The Port requires proof of active, current commercial fishing operations at the execution and renewal of moorage agreement.

16.2.1 Licensee will have thirty (30) days to provide proof of active fishing operation when requested.

16.2.2 If no proof is provided in thirty (30) days, the agreement will be reverted to a monthly recreational moorage rate.

16.3 The Port is the exclusive evaluator of whether a vessel is actively engaged in a bona fide commercial fishing operation.

16.4 Active commercial fishing vessels will be primarily designated to A and B docks, but can be designated elsewhere if directed by the Harbormaster.

16.5 The Port may designate areas for outside storage of gear and equipment in support of working commercial fishing and other commercial vessel activity.

16.5.1 The availability, if any, of outside storage is dependent on the operational needs of the Port and the availability of storage area.

16.5.2 All gear stored at the Marina will be subject to Port Charges as set forth in the Port's Rates and Fees.

16.5.3 Outside storage is only allowed in areas authorized by the Harbormaster.

16.5.4 Any unauthorized gear storage is subject to impoundment and disposal at the owner's expense.

16.5.5 All gear must be stored on pallets or containers or be easily moved by forklift.

16.5.6 All storage items must be registered with the Marina and are required to be identified with the customer's storage number.

16.5.7 Storage customers are required to notify the Marina of any changes in the status of stored gear (gear moving in/out of storage).

16.6 Active commercial fishing vessels, on a space-available basis, may use designated areas for net and gear repair.

16.6.1 The operations needs of the Marina may limit repair time.

16.6.2 The Port may impound nets left in the repair area for more than five (5) days and net owners may be subject to impoundment fees.

16.6.3 All net repair work shall be scheduled with the Harbormaster.

16.7 Licensee shall not assign or transfer their moorage agreement, moorage license, or any interest therein without the prior written consent of the Port.

16.7.1 The transfer of a slip to a current Commercial Fishing Agreement Licensee's Family Member shall be allowed in the event of (i) the death of that Licensee; (ii) that Licensee becoming physically or mentally unable to safely operate their vessel; or (iii) transfer of the Licensee's fishing license to that Family Member. Such transfer remains subject to the minimum standards set forth in Section 12.3.

17. COMMERCIAL MARINE MOORAGE POLICIES

17.1 Short-term moorage in the Marina is authorized upon approval by the Harbormaster. Approval may be conditional upon size and/or condition of vessel and short-term moorage capacity in the Marina at the time of request.

17.2 An active business license from the State of Washington is required for any request for commercial marine moorage.

17.3 Commercial marine businesses must procure, maintain, and provide proof of marine general, legal and pollution liability insurance to the Port.

17.3.1 The Port shall be named as an additional insured by endorsement to the policy or policies.

17.3.2 The commercial marine enterprise shall furnish the Port with appropriate documentation in form and content satisfactory to the Port evidencing the coverage, which is required to be kept in full force and effect.

17.3.3 The liability portion of the policy shall cover all claims for personal injury (including death) and property damage arising on the Port's property or arising out of the commercial business' obligations. The limits of liability shall be not less than one million dollars ($1,000,000) for each occurrence and in the aggregate.

17.4 Due to the nature of certain commercial marine businesses, moorage for brokerages will be non-vessel specific to allow the licensee the flexibility of determining which vessel used in their business will be moored in the designated commercial marine slip(s).

17.4.1 Broker slips must have posted signage on vessel showing it is for sale.

17.4.2 The Marina may request the broker to provide an active listing regarding the sale of the vessel. Brokers will have seventy-two (72) hours to provide documentation.

17.4.3 Any vessel found to not be actively listed for sale will be subject to transient moorage rates billed to the licensee.

17.4.4 Vessels that are sold must vacate the slip no later than thirty (30) days from sale closing.

17.5 All vessels moored in a designated commercial marine slip must be actively involved in a commercial marine business.

17.5.1 Moorage designated as commercial marine is limited to vessels and/or businesses as defined under “Commercial Marine” in the Definition Section of these Rules and Regulations.

17.5.2 The Port may require a commercial marine business to provide evidence that a vessel moored in a commercial marine slip qualifies as actively involved in a “Commercial Marine” business.

17.5.3 The Harbormaster shall be the exclusive judge of whether a vessel qualifies to moor in a commercial marine slip.

18. WEBLOCKER POLICIES

18.1 Storage will be provided in the form of web lockers for active working commercial fishermen and commercial marine businesses.

18.2 Web lockers are to be used for storage of fishing or industrial gear only.

18.3 All applicants must be either of the following to request a web locker:

18.3.1 An active commercial fisherman with one or more valid commercial fishing licenses and using the designated web locker for storage of commercial fishing gear, or;

18.3.2 An authorized active commercial marine business.

18.4 All web locker licensees shall enter into a Web Storage Locker Agreement with the Port. This is a monthly agreement with monthly payments.

18.5 Agreements will be renewed bi-annually. At the Harbormasters discretion, proof of qualification may be requested prior to the two year renewal process. Such renewal requires proof of licensee being a current and active commercial fishing business (see Active Commercial Fishing Vessel definition) or a commercial marine business (see Commercial Marine definition) licensee.

18.6 A wait list will be established and maintained for persons or companies requesting a web locker. However, the Harbormaster may make web locker designations based on the needs and best interests of the Port.

18.7 If any applicant on the web locker wait list fails to accept designation within seventy-two (72) hours, or cannot be contacted via the contact information on the application within seven (7) days of the date designation is first offered, the next qualified applicant will be awarded the vacant locker. In such event that the wait list applicant does not accept the web locker designation offered, the applicant will then be removed from the wait list.

18.8 Once a web locker is designated, the web locker licensee must continue to meet the same requirements as applicants for web lockers described above in this paragraph, and upon request, provide the Marina with a copy of their current valid commercial fishing license(s) and proof of activity and/or current business license(s).

18.9 Licensee shall not assign or transfer their license or any interest therein without the prior written consent of the Port.

18.9.1 The transfer of a slip to a current weblocker Licensee's Family Member shall be allowed in the event of (i) the death of that Licensee; (ii) that Licensee becoming physically or mentally unable to safely operate their vessel; or (iii) transfer of the Licensee's fishing license to that Family Member. Such transfer remains subject to the minimum standards set forth in Section 12.3.

18.10 A purchaser of an owner's vessel or stored equipment does not acquire the owner's web locker. In order to obtain a web locker, the new owner must apply and be placed on the web locker wait list. Without a fully executed Web Storage Locker Agreement, the new owner of the equipment will be considered a trespasser by the Port.

18.11 The Port retains the right to regularly inspect all web lockers for content, safety and proper operation.

18.12 Licensees must keep the premises and adjacent areas in a clean and orderly condition.

18.13 Web locker licensees shall ensure that fire lanes are clear of obstructions and that emergency access is always kept free and clear.

18.14 Failure of a web locker licensee to comply with their responsibilities regarding the use of a web locker may result in termination of the Web Storage Locker Agreement.

19. SERVICES AND EQUIPMENT POLICIES

19.1 Restroom and Laundry Facilities

19.1.1 The Harbormaster will establish public access hours for all restroom facilities located in the Marina.

19.1.2 Laundry facilities are reserved for moorage licensees only.

19.2 Marina Hoists

19.2.1 Prior to any use of Marina hoists, a person must complete the following:

19.2.1.1 Obtain authorization for operation of Marina hoists from the Harbormaster; and

19.2.1.2 Execute a Hold Harmless Agreement.

19.2.2 Authorization for operating hoists is issued to one individual and is not assignable or otherwise transferable to any other person.

19.2.3 Knowledge of the safe and proper operation of lifting hoists is the responsibility of the authorized user.

19.2.4 Hoist users are responsible to inspect all gear and equipment prior to operation of hoists.

19.2.5 Accident, loss, injury or damages are to be reported to Harbormaster's office as soon as possible.

19.2.6 Hoist users are responsible for any damage through misuse, abuse or accident.

19.2.7 Hoists are marked with the maximum lifting capacity of the equipment. At no time are loads to exceed the stated lifting capacity.

19.2.8 Upon completion of hoist work, the hoist user shall return the hoist to the stowed position.

19.3 T-Dock

19.3.1 T-Dock is intended to be used primarily to promote commercial fishing and commercial marine use.

19.3.2 The Harbormaster is authorized to establish additional rules and regulations to ensure a fair and equitable use of the T-Dock, depending upon demand for its use.

19.3.3 Customers will be allowed use of T-Dock on a first-come, first-served and space-available basis.

19.3.4 Overnight and unattended mooring of vessels is prohibited at T-Dock.

19.3.5 Any unauthorized use or mooring will be assessed an Unauthorized Use Fee.

19.3.6 T-Dock hoist areas may not be blocked or used for any purpose other than loading and unloading.

19.3.7 T-Dock, or any other area, may not be used for the retail sale of fish or other seafood without the Harbormaster's permission.

19.4 Utilities

19.4.1 Utilities, including but not limited to electrical power boxes, stanchions and water faucets at the Marina, are for the purpose of providing services to users and may not be used for any other purpose.

19.4.2 No person may tie or connect rope or line, or make attachment to moor or tie any vessel or other equipment to utility fixtures provided by the Marina.

19.4.3 A licensee may not modify, alter or otherwise change any Marina-provided utility service delivery system.

19.4.4 Licensees may not install their own electrical power, telephone line, satellite TV, or water system on the docks or at other facilities of the Marina.

19.4.5 All electrical cords and wiring shall be properly grounded and meet Underwriter's (UL) Laboratory approval for marine related service. No person shall make any electrical connection to any electrical outlet of the Marina except through the use of UL approved marine cords and plugs, that are in good to excellent condition and not in need of repair.

19.4.6 All persons using a power cord must use the U.S. Coast Guard-approved three conductors number 10-wire marine cable for 120-volt A.C. single-phase circuits.

19.4.7 All power cords for 50 Amp 125/250 volts must be of conductor size and insulation type to meet the U.S. Coast Guard requirements for marine use.

19.4.8 No vessel may be wired to the Marina electrical system in any other manner than an approved twist lock power plug.

19.4.9 Power plugs must be sized to match the socket on the Marina power stanchion.

19.4.10 The Marina staff will disconnect any power cord which in their opinion is undersized or unsafe and notify the vessel owner.

19.4.11 Vessel on-board generators must not be operated when vessel electrical systems are connected to any part of the Marina electrical system.

19.4.12 Repeated replacement of burned out receptacles may result in upgrading of service at the user's expense as well as user's incurred charges for replacing the receptacles.

19.4.13 Vessels moved by the Marina for any reason will be furnished equivalent power outlets if available.

19.4.14 The Port does not guarantee the continuity or characteristics of electrical service and its compatibility with the vessel's electric circuit protector, if any, or that there will be no effects of electrolytic or stray current action.

19.4.15 The Port does not assume responsibility for any inconvenience, loss or damage caused by any interruptions to electric service.

19.4.16 Meters are provided on designated slips.

19.4.16.1 The Port owns, installs, and maintains electrical meters.

19.4.16.2 There is no charge to initially connect or remove the meter.

19.4.16.3 Meters are read and billed monthly and upon termination of moorage.

19.4.16.4 Electricity base fee is not prorated.

19.4.16.5 Should electrical service charges remain unpaid for ten (10) days, the Port shall have the right to disconnect all power until the account is paid in full.

19.4.16.6 Rates and fees for transient vessels will apply as appropriate.

19.4.17 Port staff may turn off the dock water supply during periods of potential winter freezing conditions. Licensees shall be prepared to be without dockside water during these times.

19.5 Dock Boxes

19.5.1 Dock boxes are normally available for rent to licensees moored at designated slips on J – Q docks.

19.5.2 A one-time set up fee will be charged to install a dock box.

19.5.3 Only dock boxes which are owned, installed, and rented by the Port are permitted in the Marina.

19.5.4 Storage of hazardous and/or illegal materials is prohibited in dock boxes.

19.5.5 The Port is not liable for the contents of the dock boxes.

19.5.6 All dock boxes are subject to inspection by Port staff at any time.

19.5.7 The structure or appearance of the dock boxes shall not be altered in any manner, without prior written approval of the Harbormaster.

19.5.8 In the event of damage to the dock box, the licensee shall be responsible for all costs of repair or replacement of the dock box if deemed necessary by the Harbormaster.

19.6 Large net reel carts are available for rent. These net reel carts will be designated by the Harbormaster on a first-come, first served basis.

19.7 Forklift service may be requested from the Marina office during regular business hours. The forklift is only authorized to be used on Port or Port-leased property and operated by Port staff based on staff availability.

20. TRAFFIC AND PARKING POLICIES

20.1 The Harbormaster may establish reasonable traffic and parking regulations, including the posting of signs, and issuing of permits, and charging of fees as required for orderly handling of motor vehicles at the Marina.

20.2 All Port-owned parking areas and vehicle access areas are not open to the public between the hours of 10:00 PM and 7:00 AM, and use will be restricted during this period to Marina customers only. Any person that is not a customer of the Marina found using any parking or vehicle access area at any hour, will be directed to leave port property immediately.

20.3 A vehicle parked in violation of signs or regulations may be towed away and impounded at owner's risk and expense.

20.4 Users of the Marina Facilities shall only use designated parking areas.

20.5 Vehicles, trailers or recreational vehicles without permits or deemed as not street legal will be towed at the owner's risk and expense. (This includes but is not limited to vehicles with flat tires, broken windshields, or expired tabs).

20.6 Vehicles, trailers or recreational vehicles without parking permits or that appear to be abandoned will be towed at the owner's expense.

20.7 Operators of recreational vehicles parking at the Marina must register at the Marina office and pay the applicable Port Charges listed in the Port's Rates and Fees.

20.8 Recreational vehicle parking will be permitted on a space-available, first-come-first served basis, for a maximum period of twelve (12) consecutive nights and must be followed by twelve (12) days of no utilization.

20.9

21. FINANCIAL POLICIES

21.1 The Port collects fees for the use of its Moorage Facilities to offset the maintenance and operating costs of the Marina.

21.2 Regular moorage rates, assessed on a per square foot price, are established by the Port Commission. All other Port Charges are established by the Port's Executive Director or his or her designee. Port Charges include, but are not limited to, transient moorage rates, boat launch and hoist fees, equipment and labor charges, boat trailer, vehicle, and recreational vehicle parking fees, activity float and dock box rental fees, and various service fees including lost access cards, anti-free/mixed fuel recycling fees, and charges for copies, faxes, non-sufficient funds, and finance charges.

21.2.1 All fuel delivered in bulk to vessels at the Marina, T Dock or other authorized refueling locations, will be assessed a Fuel Flowage Fee.

21.2.2 Charges for the relocation of vessels and applicable moorage/ storage fees will be assessed against the vessel and/or its owner(s).

21.3 Regular moorage and web locker storage fees are collected in the form of monthly or annual agreements.

21.3.1 Terms and conditions are established in each individual agreement.

21.4 All Port Charges for moorage, equipment and services are listed in the Port's Rates and Fees and available upon request or on the Port website.

21.5 All Port Charges are due and payable as indicated on invoices, billing statements, or as specified in Rates and Fees. Any unpaid fees are subject to an interest charge equal to eighteen percent (18%) per annum.

21.5.1 The Port may take permissible actions to collect delinquent Port Charges or to deem web storage lockers, vessels, leasehold property, or vehicles abandoned.

21.5.2 If the licensee or lessee fails to pay the Port Charges owed and the account is at least sixty (60) days delinquent, the Port may take reasonable measures including but not limited to the use of chains, ropes, and locks, to secure the Vessel within the Marina facility so that the Vessel is in the possession and control of the port and cannot be removed from the Marina. In the event of non-payment of any Port Charges due and owing to the Port, the Port will follow the procedures set out in RCW 53.08.320 as it is written at the time of default. If a vessel has been secured by the Port and is not released to the owner pursuant the procedures set out in RCW 53.08.320 as it is written at the time of default, a vessel shall be conclusively presumed to have been abandoned by the owner and sold at public auction to satisfy outstanding Port Charges.

21.6 Any user that is delinquent in payment of any Port Charges is considered in violation of these Rules and Regulations and may be removed from the Marina and refused the further use of the Marina and its Moorage Facilities.

22. INSURANCE

22.1 Pursuant to RCW 53.08.480, each person or entity, who secures moorage is required to provide proof of marine general, legal and pollution liability insurance coverage. The liability portion of the insurance policy shall cover all claims for personal injury (including death) and property damage arising on the Port's property or arising out of licensee's obligations. Coverage limits vary:

22.1.1 For recreational and commercial fisherman moorage, the limits of liability shall be no less than three hundred thousand dollars ($300,000) for each occurrence and in the aggregate for vessels under 66' in length and not less than one million dollars ($1,000,000) for each occurrence and in the aggregate for Vessels 66' in length and over.

22.1.2 For commercial moorage, which includes but is not limited to yacht brokerage companies, tour companies, and commercial marine businesses, the limits of liability shall be no less than one million dollars ($1,000,000) for each occurrence and in the aggregate.

22.1.3 In addition, the Port requires that it be endorsed as an additional insured with respect to these policies, that the insurance contain a waiver of any right of subrogation by the insurance company against the Port, and that the insurance not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage for claims brought by one insured against another.

22.2 As a condition of using Marina or its Moorage Facilities, acceptable written proof of each vessel's insurance shall be made available to Port staff prior to execution of moorage and thereafter upon insurance renewal. Current insurance meeting the Port's requirements must be maintained during the entirety of the moorage agreement.

22.2.1 Failure to provide valid insurance documentation within thirty (30) days of acceptance of moorage or Port request may be grounds for termination of mooring privileges.

23. LIABILITY LIMITATIONS

23.1 The Port is not liable for damages to property or injury to or death of individuals caused by, or resulting from persons, corporations, agents, entities, or employees performing a service to a vessel moored or located at the Marina or its Moorage Facilities.

23.2 The Port assumes no responsibility for any loss or damage resulting from the use of Marina or Moorage Facility equipment including but not limited to T Dock, cranes, hoists, and support facilities located within the Marina or its Moorage Facilities by person, corporation, agent, entity, or employee of a vessel owner.

24. HOLD HARMLESS AND INDEMNIFICATION

Each person or entity using the Marina or its Moorage Facilities do so at their own risk. The Port does not assume any responsibility or liability for loss or damage to property or persons at the Marina. Users further agree to release, protect, indemnify, defend (with counsel acceptable to the Port) and to hold and save harmless the Port, its elected officials, agents and employees, their successors and assigns, heirs, executors, and administrators from and against all liabilities, losses, demands, obligations, fines, claims, claims for mechanics liens, damages, penalties, causes of action, suits, costs and expenses (including without limitation attorney's fees and expenses) and any and all claims by or on behalf of all Person or Persons, firm or corporation, in connection with any such items of actual or alleged injury or damage, including but not limited to death:

- Arising out of or due to the acts, failure to act or omissions of the user, its servants, agents, invitees, guests or employees on or about Port property, or;
- Arising out of the use of Port property or any part thereof, including but not limited to, floats, docks or piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets or ways, or;
- Arising out of or due to any failure on the part of the user to perform or comply with any rule, ordinance, contract term, or law.

This hold harmless and indemnification does not apply to damage or injury caused by the sole negligence or intentional acts of the Port, its elected officials, agents, or employees. This hold harmless and indemnification provision shall supplement any similar provisions in any other agreement that a user has with the Port.

25. REVISION HISTORY

Revision	Date	Summary of Revision
3	7/7/2023	• Added continuous moorage, critical maritime business and family member definitions • Created independent Section 10 for Wait List Policies • Added requirement for Waitlist to be maintained in FSM, with exceptions, in Section 10.1, 10.2 • Added detail on movement in Waitlist in Section 10.6 • Added yearly allowance of slip changes for Yacht Brokers in Section 11.3 • Revised assignment policy to established vesting, family transfers on sale in section 12.3, 12.4, 12.5 • Added allowance for recreational boaters to transfer to family in the event of death or incapacity of licensee in Section 15.6 • Added allowance for weblocker licensee to transfer to family member in the event of death or incapacity of licensee in Section 18.9