



Port of Anacortes

Cap Sante Recreational Vehicle Park Rules and Regulations

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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 Recreational Vehicle (RV) Park and to provide excellent customer service for users of this facility.

2. SCOPE

The policies, rules, and regulations contained herein apply to all persons operating within or at the Cap Sante RV Park and shall supersede all previous Rules and Regulations.

3. AUTHORITY

- 3.1 Cap Sante Recreational Vehicle Park (hereinafter the “RV Park”) is owned and operated by the Port of Anacortes (hereinafter the “Port”), a Washington State municipal corporation. The RV Park is operated for seasonal recreational purposes only and is not intended for year-round occupancy. The RV Park Rules and Regulations (hereinafter the “Rules and Regulations”) are written under the authority granted to the Port by Chapter 53.08 RCW, specifically RCW 53.08.080, in their entirety.
- 3.2 The Port reserves the right to make any additions, deletions, modifications, 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 RVs and other vehicles, wherever they may be or come to be located, for the protection of life, property, or for the best utilization of RV Park 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 The Port reserves the right in its sole discretion to terminate or deny use of the RV Park facilities to those persons who fail to comply with these Rules and Regulations; violate any applicable law, rule, regulation, or ordinance; or who fail to pay charges in full promptly when due.
- 3.7 Port staff may request that persons violating these Rules and Regulations leave or not enter the RV Park and may obtain assistance of law enforcement officers to protect property, lives, or preserve the peace.
- 3.8 The Port operates in accordance with RCW 46.55.230 regarding unpaid Port Charges and “junk” or “abandoned” vehicles, as those terms are defined by statute.
- 3.9 The Port and/or Harbormaster may interpret the intent of these Rules and Regulations to carry out the purposes herein.

- 3.10 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 Cap Sante RV Park Rates and Fees
4.2 RV Park License Agreement

5. DEFINITIONS

- 5.1 Commission: “Commission” means the elected Board of Commissioners of the Port.
- 5.2 Harbormaster: The “Harbormaster” is a Port staff member responsible for the management of the Cap Sante Marina (hereinafter, the “Marina”) and connected properties, either personally or through any person with whom the Harbormaster may delegate his/her authority.
- 5.3 Multi-Night: Multi-Night stays or Multi-Night reservations refers to multiple consecutive night stays during the period of October 1 through March 31, which are subject to a discount of the daily rate that is charged (the “Multi-Night Rate”).
- 5.4 Park Model: A recreational vehicle intended for permanent or semi-permanent installation and is used as a primary residence.
- 5.5 Person: Any individual, firm, sole proprietorship, partnership, corporation, limited liability company, unincorporated association, joint-stock association or municipal corporation, and includes any trustee, heir, agent, receiver, assignee or other similar representative thereof.
- 5.6 Pets: Defined as domestic dogs, cats, birds and other animals as approved by Port staff.
- 5.7 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 RV Park.
- 5.8 Port Charges: Charges for use of facilities, and all other charges and fees owing or to become owing between a User and the RV Park, or under Rates and Fees, and may include, but is not limited to, costs and expenses, including without limitation attorneys’ fees and court costs incurred in salvage, termination, removal and/or sale of abandoned or junk vehicles, or remediation of hazardous substances released by a User’s RV or other vehicle, and penalties.
- 5.9 Recreational Vehicle or RV: A motorhome, travel trailer, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, that is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanent affixed to real property and is used for travel or recreational purposes.

- 5.10 RV Park Host: A RV Park Host is a user contracted by the Port who temporarily resides on-site and provides services to the campground's guests.
- 5.11 User: Any person, including but not limited to, owners or operators of vehicles, and the general public, entering Port RV Park facilities or otherwise on Port property.
- 5.12 Vehicles: All devices used on the ground to transport persons, cargo, or equipment.

6. GENERAL POLICIES

- 6.1 All Port, municipal, county, state and federal laws, ordinances, resolutions, rules and regulations, applicable to RV Park 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 and will be available for reference at www.portofanacortes.com. The Port does not accept responsibility for providing the Rules and Regulations or for ensuring that Users have familiarized themselves with the contents thereof or any amendments thereto.
- 6.3 Use of RV Park 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 may impose reasonable restrictions as to time, place, and manner of speech at the RV Park. Speech includes but is not limited to picket lines; public demonstrations; posting, distributing, and displaying signs, circulars, or any other printed or written material.
- 6.6 The Port does not accept vehicles, items, or equipment for storage and shall not be responsible or liable in any way for safekeeping or condition of vehicles, their contents, or any equipment or items. No bailment relationship exists between the Port and any Person.
- 6.7 The Port does not guarantee the continuity or characteristics of electrical, water or pump out services and their compatibility with the RV systems, if any, nor assume responsibility for any inconvenience, loss or damage caused by any interruptions to services.

7. HEALTH, SAFETY, SECURITY AND ENVIRONMENTAL POLICIES

- 7.1 In the event of a threat to human life, safety and/or property, call 911. For other, less urgent situations, users should contact the Park Host or Port staff.
- 7.2 Smoking, including using vape pens, in public places is governed by RCW 70.160 *et seq.* as enacted or hereafter amended. It is illegal to consume cannabis in view of the public.
- 7.3 Deposit or discharge of garbage, food scraps, sewage, grey water, trash, waste materials, oil, fuel, debris, or any other materials in the water or on land areas of the RV Park other than in designated containers, is strictly prohibited. Users are encouraged to notify the Park Host or Port staff immediately should they observe such prohibited activities.

- 7.3.1 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 www.portofanacortes.com.
- 7.3.2 If a prohibited activity or event, or discharge or spill, occurs, the person responsible assumes all responsibility and liability for all damages and financial obligations arising from such event or occurrence including but not limited to clean-up actions and costs, costs of Port labor and materials, and agency notifications.
- 7.4 Fireworks, explosives, and dangerous weapons are not allowed at the RV Park.
- 7.5 Cooking and open flames of any sort are only authorized on impervious surfaces and in accordance with current city ordinances.
- 7.6 The areas in and around the access points to docks, piers and floats, including promenades, are closed between the hours of 10:00 PM and 7:00 AM.
- 7.7 Washing of RVs in the RV Park is not allowed.
- 7.8 Work performed on vehicles in the RV Park 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.
- 7.9 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 reservation or stay without prior notice. Such 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.
- 7.10 Cap Sante RV Park has the right to refuse service to anyone or to ask any visitor to leave at the Port's sole discretion.

8. PARK POLICIES

- 8.1 The following RV types are allowed in the Park;
 - 8.1.1 Class A (motorhomes)
 - 8.1.2 Class B (vehicle campers)
 - 8.1.3 Class C (RVs 20-33 ft.)
 - 8.1.4 Travel Trailers
 - 8.1.5 Fifth wheels

- 8.1.6 Cab over Camper
- 8.2 No Park Models are allowed.
- 8.3 All RV's must be operational and in good condition. Condition assessments are at the sole discretion of Port Staff.
- 8.4 Only registered guests are authorized to use the RV Park and facilities.
- 8.5 Reservations are recommended and subject to availability.
 - 8.5.1 Reservations may be made up to 12 months to the date in advance through the Port website or by calling the Harbormaster's Office during regular business hours.
 - 8.5.2 Each site reservation requires a \$5 non-refundable fee. If a guest is booking multiple sites for other people, the Port requires a deposit for each site and the name, address, phone number, email address, license plate number, type and size of RV for each site. If the number of sites being reserved exceeds three (3) sites, guests will be required to submit reservation requests electronically.
 - 8.5.3 Completed and accepted reservations guarantee a site within the RV Park, but specific site assignments are subject to change.
 - 8.5.4 Reservation cancellations require 24-hour notice to be given prior to the arrival date. A guest will be declared a "no show" if they do not arrive within the first 24 hours of their scheduled arrival date unless the reservation is paid for in full. No shows will be charged for a one-night stay and the entire reservation will be cancelled.
 - 8.5.5 There is no subletting or assigning of sites, reservations, or RV Park License Agreements. The person registered for each site will be held responsible for the actions of everyone at the site.
- 8.6 Check in time is no earlier than 1:00 PM. Check out time is no later than 12:00 PM daily.
 - 8.6.1 Early check-in is only allowed upon availability of site and discretion of Port Staff.
 - 8.6.2 All guests must check in upon arrival at the Harbormasters Office, RV Park Host site, or Security and Service Team.
 - 8.6.3 There is no refund for early departure unless 24-hour notice is provided prior to the anticipated departure time.
- 8.7 A maximum of 8 individuals per site is allowed.
- 8.8 All refuse must be maintained within the RV at all times or placed in garbage and recycling bins located in the RV Park. A fee of \$50 will be charged to users leaving garbage at a site after departure.
- 8.9 Quiet hours are from 10:00 PM to 7:00 AM. During those hours, noise shall be at a decibel level so as to not unreasonably disturb the peace or comfort of others and at levels that comply with Anacortes Municipal Code Section 17.54.010 as enacted or hereinafter amended.

- 8.9.1 Use of generators is not allowed during quiet hours
- 8.9.2 No extended idling is permitted
- 8.10 Any behavior which disturbs or creates a nuisance for others in the RV Park, Marina or adjacent premises is prohibited.
- 8.11 Alcohol is only allowed within a guest's designated site. Open alcohol containers in public places is not allowed. Alcohol consumption and sales shall comply with State law. Use of any illegal drugs on Port property is prohibited.
- 8.12 Users must be respectful of assigned spaces. Please do not enter or walk through other sites.
- 8.13 Independent tent or car camping is not allowed in the RV Park. Tent camping is only allowed in connection with a reserved site that contains an RV but is limited to one (1) tent per site.
- 8.14 Ground mats may be placed on hard surfaces only and are not allowed on grass or landscaped areas.
- 8.15 Trees, fences, and utility posts must be kept free of all ropes, lines, hammocks, or pet leashes at all times. Additionally, game nets must be taken down at dusk.
- 8.16 Watering and mowing schedules will be provided at check-in or upon request. Any interference with in-ground sprinkler systems may result in removal of guest and cancellation of reservation. The Port will not be held liable for property left outside. Manual watering during the day may be done as needed and guests may be asked to move their belongings.
- 8.17 The RV Park shall be used solely for private, temporary recreational purposes. All business and commercial activities are strictly prohibited.

9. RV PARK DURATION OF STAY POLICIES

- 9.1 During the dates of May 1 through September 30, the following durations of stay apply:
 - 9.1.1 Guests are only allowed 14 nights in any 28 consecutive day period.
 - 9.1.2 A 14-night period is required between any two stays.
 - 9.1.3 Reservations for the site will be based on single days.
- 9.2 During the dates of October 1 through April 30, the following durations of stay apply;
 - 9.2.1 Stays of up to twenty-eight consecutive nights are allowed.
 - 9.2.2 A one-night period is required between any two Multi-Night stays.
 - 9.2.3 Acceptance for up to twenty-eight consecutive night, Multi-Night stays are at the sole discretion of the Port and only after criminal background check has been paid for and completed for each occupant 18 years of age and older.
 - 9.2.4 Registration and proof of comprehensive and liability insurance as described elsewhere in these rules and regulations must be provided at check-in.
 - 9.2.5 Multi-Night Rates for Multi-Night stays must be paid in advance. If Multi-Night payment is not received in full as required, guest will revert to daily rate.
 - 9.2.6 Multi-Night reservations are temporary and do not establish a guest as a semi-permanent or permanent resident of the park.

- 9.2.7 The Port maintains the right in its sole discretion to terminate Multi-Night stays or reservations at any time, with or without cause. Guests may be asked to leave without prior notification and for whatever reason the Port deems appropriate.

10. RV PARK RESTROOM, SHOWER AND LAUNDRY BUILDING POLICIES

- 10.1 Restrooms, showers, and laundry are provided for registered RV Park guests only. Use by individuals who are not then-current RV Park guests is prohibited.
- 10.2 Children must be always supervised by an adult.
- 10.3 Laundry facilities are for guests' clothing and bedding only. Pet blankets, pillows, mats, or similar items may not be laundered in the RV Park laundry rooms.
- 10.4 No gatherings are allowed in and/or around the restroom/shower/laundry building.
- 10.5 Guests are asked to not allow unknown persons to follow them into the building at any time.
- 10.6 Camping or sleeping in the building is not allowed.

11. TRAFFIC AND PARKING POLICIES

- 11.1 The speed limit is 5 mph in the RV Park
- 11.2 No extended idling shall be permitted at any time
- 11.3 No unlicensed motor vehicles or drivers are allowed to operate within the RV Park.
- 11.4 No person under the influence of alcohol or drugs shall operate a vehicle or vessel on Port property. Anyone intoxicated, drunk, or disorderly shall be dealt with as provided by law, ordinance, statute, rule, or regulation, and is subject to fine and/or imprisonment as provided by law.
- 11.5 Persons involved in any vehicle incident or accident occurring in the RV Park must make a full report of the incident/accident to the Harbormaster's Office, Park Host, and local law enforcement. Such persons shall also:
 - 11.5.1 Stop and remain at the scene of the incident or accident
 - 11.5.2 Cooperate with Port staff and law enforcement investigating the incident or accident.
- 11.6 Users of the RV Park shall only use designated parking areas. Improperly parked vehicles, including without limitation RVs, may be towed away, and impounded at owner's risk and expense.
- 11.7 Recreational vehicles without a guest reservation may 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).

- 11.8 Users are required to carry liability and comprehensive insurance and vehicle registration and must furnish proof to Port if requested. Failure to provide documentation upon request shall be grounds to terminate guest reservation.
- 11.9 Only one vehicle in addition to the registered RV is allowed per site and is included in the price of the site.
- 11.10 All vehicles and trailers need to be fully within their parking space. Anyone blocking traffic may be asked to move or may be towed at the owner's risk and expense. No parking is permitted in vacant sites.
- 11.11 RVs using pull through camp sites must enter the site cab first. All other sites must be backed into. No diagonal parking or sideways parking in sites.

12. ANIMAL CONTROL POLICIES

- 12.1 Guests with pets must always comply with Animal Control of the City of Anacortes Municipal Code while on Port property.
- 12.2 All pets must be always on a leash in the RV Park and under their owner's control. Pets must not be left unattended outside.
- 12.3 Guests with pets must respect other guests by keeping their pets under control and prevent pets from interfering with other guests and their pets, including without limitation preventing excessive barking. Any animal that is a danger, threat or nuisance must be immediately removed from the RV Park by its owner.
- 12.4 Pet owners are responsible for proper clean up and disposal of animal waste. A \$25.00 fee will be charged for RV guests that do not pick up after their pet.
- 12.5 In the event an animal is found unattended within the RV Park, the matter will be turned over to the appropriate agency immediately. Any animal left unattended in a situation considered inhumane will immediately be reported to the appropriate agency.
- 12.6 Guests are legally responsible for their pets and any injury or loss caused by their pets while at the RV Park. The Port is not responsible for injuries to pets, their owners or others using the RV Park.
- 12.7 No animals are allowed in the shower or bathroom facilities unless it is a registered and clearly identified Service Animal.

13. FINANCIAL POLICIES

- 13.1 All Port Charges are due and payable at time of arrival, or as specified in RV Park Rates and Fees. Any unpaid fees are subject to an interest charge equal to twelve percent (12%) per annum.
 - 13.1.1 The Port may take permissible actions to collect delinquent Port Charges or to deem vehicles and associated items abandoned.

- 13.2 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 RV Park and refused the further use of the Port Facilities, in addition to all other remedies available to the Port.

14. LIABILITY LIMITATIONS

- 14.1 Users enter and use the RV Park and associated facilities at their own risk.
- 14.2 The Port does not assume any responsibility or liability for loss or damage to property or persons using the RV Park. The Port is not liable for damages to property or personal injury, including without limitation death, caused by, arising from, or resulting from acts, failure to act, or omissions of any third-party.

15. HOLD HARMLESS AND INDEMNIFICATION

Users shall release, protect, indemnify, defend (with counsel acceptable to the Port) and 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 (collectively "Claims") (including without limitation attorney's fees and expenses) and any and all Claims by or on behalf of all Person or Persons, including without limitation, firms, partnerships, companies, and corporations

- 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; and
- Arising out of the use of Port property or any part thereof, including but not limited to, RV Park, marina docks or piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets, or ways; and
- 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.