



## PORT OF POUSLBO

Handbook of Marina  
Rules & Regulations

*WELCOME!* to the Port of Poulsbo. We're happy to have you join us!

*You'll find the staff eager to serve you. Should you need anything, please feel free to ask any of our staff members. If you don't find a staff member readily available, please give us a call. We will respond just as quickly as possible.*

*Please carefully read the following Rules and Regulations for the Port. These have been designed to help create a courteous, respectful, and safe marina that will allow all of our tenants to enjoy their boating and moorage time with us.*

*Again, WELCOME! We are very excited to have you join us here at the Port of Poulsbo.*

Thank You,

*The Crew of the Port of Poulsbo*

## **WE BELIEVE...**

- It is our responsibility to do our part in protecting the marine environment upon which our business depends.
- Our tenants must share in the responsibility to protect the marine environment.
- Together we can make a difference in achieving clean water and a safer environment.
- A clean and healthy Puget Sound waterway is all ours to keep.
- The impact of boating doesn't have to be negative. Working together we can protect the quality of life in the Puget Sound while we enjoy a lifestyle we have chosen.

*The Crew of the Port of Poulsbo*



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## **Purpose**

*The purpose of the Marina Regulations and Policies is to promote safe and efficient operation of the Port of Pousbo and to provide equitable service to all boaters and the public.*

## **Notification of Regulations**

1. It is the Port's responsibility to formally adopt and publish its Rules and Regulations.
2. It is the User's responsibility to maintain a copy of the Port Rules and Regulations issued by the Port. Copies are available in the Port Office for all interested parties.
3. A signed moorage agreement is evidence of the user's consent to these rules, regulations and enforcement procedures.
4. The Port has the reserved right to change these regulations by formal amendment or resolution. Changes will be announced at scheduled Port meetings and available at the Port office and posted on the bulletin board.

## **Signature is Consent**

Signatures are required by current and future tenants on the Port of Pousbo Moorage Agreement and shall constitute lessee's agreement to become familiar with these Rules, Regulations and Policies and to comply with same.

## **Administration and Enforcement**

1. The Port Manager has been authorized by the Port Commission to interpret, apply and enforce these Rules and Regulations.
2. If the Port Manager has cause to believe that a violation of these Rules and Regulations has been or is being committed, and with prior notification and concurrence of the vessel owner, the Port Manager may enter any vessel or floating structure to determine compliance with the provisions of these regulations and policies.
3. The Port Manager shall enforce the intent of these regulations, consistent with the policies and procedures adopted by the Port, to carry out the purposes of these regulations through any legal means including obtaining the assistance of authority having jurisdiction.
4. The Port Manager or designee may deny the use of any of the Port's facilities and/or property to anyone when such use would be in violation of these Rules and Regulations or would constitute an imminent threat to the safety or property of the Port or other persons.

5. If tenant fails to perform any of the terms or conditions herein contained or made reference to, the Port may at its option declare the tenant's right to occupancy ended. The Port is obligated to notify the tenant in writing describing the infraction. After seven (7) days from the date of the letter if there is not a satisfactory response, the Port may impose a daily monetary fee in accordance with the Ports current tariff. If the tenant fails to correct the infraction and / or fails to pay the imposed fee, the Port may proceed with termination of the berthage agreement.

### **Severity of Regulations**

If any term or provision of these regulations or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these regulations shall not be affected thereby and shall continue in full force and effect.

1. Use of the Pouslbo Marina is restricted to vessels whose owners ("Lessee's") have made prior arrangements for Berthage with the Port of Pouslbo ("Port") either by the waiting list or the want to move list. Berthage space will be assigned by the Port Manager the Port of Pouslbo reserves the right to change Berthage locations at any time and to refuse Berthage to any vessel whose owner has failed to pay Berthage charges or has failed to comply with these regulations. The Port Manager for protection of life or property or the proper utilization of the facility may move boats without prior notification of owner/tenant when time or conditions permit attempts to contact the lessee will be made. All vessels are subject to inspection on arrival and the Port Manager has 72 hrs. to accept the vessel for moorage.
2. All vessel owners or operators of a vessel at the Port shall promptly comply, within 7 days, to all directions issued or given by the Port Manager with respect to the movement of their vessels or the rules and regulations. Non-compliance with such directions or instructions shall entitle the Port Manager to require immediate removal of the vessel from the Port area.
3. Lessee acknowledges that he has inspected the leased Berthage space and is satisfied that the berthing space is adequate for safe mooring of his vessel. The Port does not accept Lessee's vessel for storage and shall not be liable or responsible in any manner for its safekeeping or condition, or for the safekeeping and condition of its tackle, apparel, fixtures, equipment and/or furnishings.
4. Lessee will exercise due care in use of the leased berthing slip and will vacate the same in good condition.
5. Port shall not be liable to Lessee and Lessee hereby waives all claims and recourse against Port, including the right to contribution, for any loss, injury or damage to any person or property on or about the leased premises by or from any cause whatsoever, including any latent defects existing on or about the leased premises or any part thereof except claims arising from sole negligence of the Port, it officers, agents and employees.

6. Lessee shall indemnify, hold harmless and defend the Port, its officers, agents and employees against any and all claims, demands, damages, cost expenses or liability costs out of, either in whole or in part, whether directly, Lessee's use, operations or maintenance of the leased premises except for liability arising out of the sole negligence of the Port, its officers, agents and employees.
7. Vessels moored in the marina must be operable and maintained in a seaworthy condition and be of a design suitable for operation on the waters of Puget Sound in a typical range of seas. Vessels which do not meet Coast Guard vessel safety standards or could be hazardous to marina property or to other vessels may not be granted moorage, and denied permission to remain in Port Area.
8. Berthage space, once assigned by the Port, may not be reassigned or sublet by the vessel owner or lessees. Lessees found to be subletting or reassigning their assigned slip shall have their berthage agreement terminated.
9. Berthage lease includes only the use of the assigned Berthage space, access over the gangway and pier, and the limited use of finger pier adjacent to the vessel's berth. The use of the finger pier is "shared" with the adjacent lessee.
10. Decks and access fingers are to be kept in uniform appearance and not be obstructed by, nor used as a storage area for tools, equipment and gear, etc. dock boxes may be placed only with prior approval of the Port Manager.
11. The Port of Poulsbo will not be held responsible for any loss or damage to any boat moored, its tackle, gear or equipment, or any property stored on the boat or premises.
12. Dinghies, when unattended, shall not be stored on the floats or restrict any free movement of other vessels.
13. Additional fender material, dock wheels or cleats may be used only after prior approval by the Port Manager. The cost of installation and material will be paid by the lessee, but anything so installed shall become the property of the Port of Poulsbo.
14. Vessels, when unattended, must be securely moored with stern, bow and spring lines in good condition. Lessee shall be authorized to moor only the one boat identified in his lease agreement with the Port in his designated berth.
15. Electricity is provided at established tariff rates which are posted in the Port office. Shore power cords shall be NATIONAL ELECTRICAL CODE APPROVED CORDS FOR MARINE USE. NOTE: cords include the plug end as well as the wire and insulated cover.
16. The vessel owner doing any maintenance work on their vessel shall follow State and Federal laws which may include but are not limited to: The use of protective devices, drop clothes, tarps, vacuums, and shrouding, which must be used to ensure debris and other solids are collected and managed to prevent their release into the environment. There must be no waste

materials entering the waters of the State at anytime per Washington Administrative Code (WAC) Chapter 173-226.

17. Lessee will fully compensate the Port for any and all costs assigned by the Port Manager and established by the Port for services rendered by Port personnel which the Port, in its sole discretion, deems necessary for the safekeeping or safety of Lessee's vessel or other vessels in the Marina, including but not limited to fire fighting, securing lines, pumping out towing vessels, pollution control, etc.
18. Extreme care must be exercised to avoid spilling petroleum products on floats or in the water around floats. Float material will be damaged when exposed to petroleum products. Gasoline storage is prohibited in dock boxes or on floats. All areas must be kept clean and free from any odor combustible liquids or gases.
19. All lessees shall be allowed one parking placard for each slip. This placard is designed to fit behind your rear view mirror, and is easily transferred between vehicles. Those vehicles parked in authorized Port Parking only areas without a parking permit displayed from their rear view mirror may be towed at owner's expense without prior notice. All placards shall be returned to the Port of Poulsbo upon termination of the lease agreement, or within 7 days to avoid being charged.
20. All Lessees shall be held responsible for their guest including vendors and repairmen actions within the Port of Poulsbo and the Lessee will escort all their guests within the Port of Poulsbo at all times.
21. Lessees shall comply with all state, county, federal and municipal regulations, laws & ordinance which includes RCW (Revised Code of Washington) WAC (Washington Administrative Code). Violation of which shall be grounds for immediate termination of lease privilege. Lessees will be financially responsible for any and all fines imposed on the Port of Poulsbo for any violations of these laws and regulations.
22. VIOLATION OF THE FOLLOWING REGULATIONS by any person shall subject that person to a financial penalty imposed by the appropriate authority having jurisdiction and thereto, may result in the offender's berthage lease being terminated by the Port of Poulsbo.
  - A. Garbage allowed in the dumpsters is food waste and paper generated on or in conjunction with assigned moorage on the vessel.
  - B. GARBAGE NOT ALLOWED: TV, TIRES AND petroleum products, electronic devices, propane cylinders.
  - C. Petroleum, oil or batteries shall not be left for disposal.
23. Swimming or fishing is not permitted in from the floats within the Port.
24. Permission of non-vessel owners and/or operators to occupy Port facilities is revocable at any time by the Port Manager when, in his/her discretion, such revocation is necessary to prevent or reduce any casualty or potential hazard for the Port Facilities or the occupants thereof.

25. The movement of vessels within the Port area shall be for the purpose of mooring, entering or leaving a slip only. Maximum speed limits within the Poulsbo Marina area shall be three (3) knots/ or NO WAKE.
  26. Pet owners are responsible for controlling the behavior of their pet(s), and for cleaning up after them in a timely way and appropriate manner.
  27. To address excessive noise and public disturbances- The Port of Poulsbo has adopted the City of Poulsbo "Municipal Code" for enforcement within the Port District.
  28. No lessee shall threaten or verbally abuse employees of the Port. If the threat or oral abuse is substantiated, the tenant and vessel will be evicted from the Port immediately.
  29. No unauthorized live-a-board. "Unauthorized live-a-board" means no more than three (3) nights out of seven consecutive nights without permission of the Port Manager prior to extended stays on the vessel. Persons found to be living aboard without prior Port approval will have their moorage terminated immediately.
  30. Any actions prosecutable under the PMC (POULSBO MUNICIPAL CODE), RCW (REVISED CODE of WASHINGTON) or the WAC (WASHINGTON ADMINISTRATIVE CODE) that are committed on Port property, whether prosecuted or not if substantiated, will result in immediate eviction of tenant and vessel from Port property.
31. **Berthage Charges**  
*Reserved Berthage:*
- A. Moorage is due and payable on the 1st of each month. If moorage is not paid by the 10th of the month, a late fee is charged in the amount of \$20.00 or 10% of the balance owing; whichever is greater. If moorage is not paid by the 1st of the following month, the vessel will be physically chained to the dock and your boat will be posted and a processing fee of \$50.00 (or \$100.00 for the second offense) will be charged to your account.
  - B. Reserved berthage for slips shall be computed on a monthly basis, which will be posted in the Port office, on a per foot basis of length of berth or length of boat (measured deck, not keel) whichever is greater plus State leasehold tax, payable in advance.
  - C. Reserved berthage for boat houses shall be computed on a monthly basis, which will be posted in the Port office, based on a per square foot of water surface covered plus State leasehold tax, payable in advance. Current rates will be posted in the Port office.
  - D. A *courtesy* billing will be sent on or about the 15th of the month. Regardless of whether or not billing is received by tenant, payment is due no later than the 10th of the following month. A late fee in accordance with current Port tariff will be added to the next billing cycle for each day after the 10th of the month that the payment is not received.
  - E. Late fees and processing fees are not removed under any circumstances.

## **Utility Charges**

**Water, Garbage & Sewer:** is billed at the current rate.

**Electricity-** is billed at the current utility rate.

The power panels are to be used by the tenant solely. If the Port finds another vessel connected to another tenant's power panel, the offenders lease will be terminated immediately. Utility charges may be changed by the Board of Commissioners and notification will be made by notice on the monthly statements.

## **Check Handling Charge**

A charge will be imposed on each returned NSF check to cover the costs of handling and accounting. Any account paid with a NSF check will require all future payments to be made by a cashier check or money order. The N.S.F check/charges are set by the board of commissioners for the Port of Poulsbo.

## **Boat Houses, Specifications, Standard and Requirements**

The below specifications and standards in no way alleviates or exempts the boathouse owner from the general requirements of the Port of Poulsbo Rules and Regulations.

When a Boathouse moored at the Port of Poulsbo Marina is upgraded or modified, all changes shall be subject to the following requirements and specifications.

All boathouses moored at the Port of Poulsbo Marina shall be in full compliance with the electrical wiring section requirements outlined in the National electrical code.

All boathouses moored at the Port of Poulsbo Marina shall be in compliance with all conditions of the Structural Requirements.

All boathouses moored at the Port of Poulsbo Marina will be required to comply with all relevant electrical, plumbing, fire and life safety codes of the County of Kitsap and State of Washington.

## **General Conditions**

- A. Boathouses are only permitted in those areas of the marina designated by the Port. Should it become necessary for a boathouse to be relocated, the Port shall provide adequate notice to the owner so that the move can be accomplished without hazarding the boat and the contents of the boathouse. The owner or an authorized representative shall be present and shall be responsible for moving the boat.
- B. The Boathouse owner should always perform any work on or in a boathouse in a manner that does not impact fish, wildlife and the natural environment and comply with all other requirements as outlined in this handbook.

- C. The Boathouse owner must maintain the boathouse in good condition. Siding and doors will be in good repair. Broken windows must be repaired immediately.
- D. The federal regulations governing the discharge of any solid or liquid waste from boats into the waters of Puget Sound shall apply equally to boathouses moored at the Port of Poulsbo.
- E. Any liquid combustible material (oil, paint, solvent, etc.) stored in a boathouse shall be kept in closed containers placed inside a closed non-combustible enclosure (e.g., metal cabinet) and not on open shelves.
- F. Boathouses shall be adequately secured to the dock with at least two chains of appropriate size in good condition or wire rope.
- G. It is recommended that the name of the Boathouse owner and contact phone number be displayed on the boathouse to allow the Port or first responder to contact the owner in case of emergency.

### **Structural Requirements**

- A. Owners are responsible for the integrity of boathouse flotation systems and shall initiate corrective action when the floats have deteriorated to the point that damage to the environment is imminent or has started to occur. When upgrading a flotation system, owners shall install devices approved by the Port (e.g., Styrofoam encased by high density polyethylene (HDP) plastic tubs or variable ballast plastic barrels.) At the request of an owner the Port may approve similar or more advanced systems that prevent the release of Styrofoam or other flotations material to the environment.
- B. All wood structural material that is treated with a chemical wood preservative shall be kept at least six inches above the normal surface of the water. Wood that may come in contact with the water, such as structures holding variable ballast drums in place or sill spreaders, may be treated only with a chemical preservative that meets Environmental Protection Agency (EPA) standards and has been certified for use in marine environments (e.g., Lifetime®), (Wood treated with Chromated Copper Arsenate (CCA-C) is no longer authorized). For wood structures that will come into regular contact with the water, it is recommended that the owner consider using a wood that is naturally resistant to decay, insect infestation and microbial intrusion.
- C. Roof height as originally documented with the Port cannot be increased without submitting a written request to the Port Manager for review and approval by the Port Commissioners. When the roof is modified the pitch will be a minimum of 8/12 pitch. The roof shall overhang the side but only enough to prevent water from going into the boathouse.
- D. The roof shall have a minimum of four (4) burn-out panels, corrugated fiberglass or plastic, to help reduce the risk of fire spreading horizontally to other boats or boathouses.
- E. For safety and security purposes, a window shall be installed in the dock end of the boathouse, either in the wall or door, to permit unobstructed viewing of the vessel moored inside. The view through the window may not

be obstructed during the period when the owner (or their representative) is not present.

- F. Boathouse owners are responsible for the connection of the boathouse to the dock and for maintaining the buffers between neighboring boathouses. See rule for securing boathouses to the dock under General Requirements.
- G. Flexible (shock absorbing) buffers (or other approved method) shall be installed between boathouses and between the boathouse and dock. Buffers should be of sufficient size to prevent damage to boathouse roof eaves, corners and sides due to movement of the boathouse. If a piling is provided for support between boathouses, the boathouse must be secured to the piling. If a boathouse has piling on both sides it must be secured to at least one of the pilings. Attachment will be by roller bracket or other approved method.

### **Electrical Wiring**

- A. Connections to Port electrical stations for boathouses, their supply lines leading to internal electrical distribution panels, and all internal boathouse wiring shall be in accordance with current Washington Administrative Code (WAC) 296-46B requirements for floating structures and the National Electrical Code (N.E.C.), all relevant sections.
- B. Any new or revised electrical work must be permitted, and inspected by Labor and Industries (L&I) in accordance with the WAC requirements.
- C. Items boathouse owners should be concerned about regarding floating structures and WAC requirements include, but are not limited to:
  - 1. Use of appropriately rated twist plugs and flexible (stranded) wire connecting power stanchion to internal service panels. (Note: Common romex solid copper wiring is not allowed for supply line from Port power stanchion to internal service panels). The power supply cables shall be properly supported and protected from physical damage in accordance with WAC / NEC requirements including, but not limited to, where cables pass through the boathouse structural member / siding.
  - 2. Shore power service connections at Port electrical stanchion are rated as 125 volt with 30 amps. Owners are responsible for ensuring electrical loads do not exceed power ratings going to their boat or boathouse.

### **Definitions**

- **Boathouse:** A structure designed and used to shelter a vessel while moored in the water.
- **Commercial:** Vessels that thru its design, configuration, use and/or documentation may produce revenue. Owners shall be able to provide proof commercial activity.
- **Guest Moorage:** A designated area within the marina to moor vessels with easy access to and from shore. Fuel, and pump out facilities on a temporary basis.

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- **Guest Moorage:** A designated area within the marina to moor vessels with easy access to and from shore. Fuel, and pump out facilities on a temporary basis.

- **Port:** The Port of Poulsbo, which is Port District #12 of Kitsap County, WA. (Ref. Title #53 of the Revised Code of Washington and other related titles.
- **Repair Cost:** Time, material and overhead to accomplish any work.
- **Seaworthy:** "Seaworthy" shall mean that the vessel's hull, keel, decking, cabin and the mast are structural sound. If a dispute over the seaworthiness of a vessel arises, the opinion of a certified independent marina surveyor may be obtained at owner's expense. If a determination is made that a vessel is not seaworthy, ninety-(90) day shall be granted to repair the vessel. If after ninety-(90) days the vessel is still not determined to be seaworthy, the mooring of said vessel shall be forfeited to the Port of Poulsbo. An extension of up to an additional ninety-(90) days to complete repairs may be granted if the vessel owner has, in the sole opinion of Port Manager made a substantial progress toward completion of repairs. In cases where determination of operability, design and/or seaworthiness is in dispute, the Port Manager's decision will be final.
- **Slip:** A designated area within the Marina of certain width and length with docks provided for easy access to shore.
- **Upland:** Dry land located at an elevation higher than wetlands or waterways of the port.
- **Vessel of Record:** The vessel which has been solely authorized by the Port to occupy a slip either permanent or temporarily.
- **Vessel:** Every manner of watercraft or other artificial contrivance designed for and capable of self propulsion and as a means of transportation.
- **Waiting List:** A list of individuals maintained by the Port who are waiting for the assignment of moorage with the Port of Poulsbo.
- **Winter Moorage:** Guest moorage slips or spaces utilized from October 1st through April 30th for monthly moorage. The availability of slips is determined by the Port Manager annually.

## **Vessel Condition**

### **BILGE PUMPS**

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

### **BOW PULPITS & OVERHANGS**

- Vessel bow pulpits/sprints, stern mounted shore boats, swim platforms, and vessel mounted appliances (i.e. BBQs, fish cutting boards, etc.) May not overhang onto the dock walkways and decks.

- Limited extensions into the waterways may be authorized by the Port Manager.

#### CLEANLINESS

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

#### ELECTRICAL SYSTEMS & CONDITIONS

- All electrical cords and shore power cords must comply with the National Electrical Code and must be of marine grade construction. Undersized cords, non-marine grade cords, or cords in need of repair will be disconnected by Port personnel. If this occurs you will be promptly notified.
- If you cannot be reached and circumstances require it, the Port Manager will purchase and install a proper electrical cord and you will be charged for the expenses incurred. In the event your vessel has hardware connection problems we will not install a cord.
- All electrical connections to the Port electrical receptacles will be waterproof, three wire, grounded, and marine approved. Wiring must be of sufficient amperage as required or recommended by the National Electrical Code, NFPA and ABYC standards.
- Shore power cords or other electrical cords may not be fastened to the marina or tied to the electrical pedestal.
- Electrical shore power cords or any other electrical cords are not allowed to become a tripping hazard and must be kept laying neatly along the slip's edge in a nautical fashion. NO cords are allowed to cross over docks and walkways unless specifically approved by the Port Manager.
- Electrolysis in a marina area can become a problem. Please have your electrical system checked regularly for loose connections, corrosion, amperage and voltage loads. You are strongly encouraged to have your zincs inspected and changed annually or as is necessary.

#### FENDERS

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

#### FURNACES & HEATERS

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

#### HALYARDS & MAST LINES

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

#### HOLDING TANKS

- Vessel Holding Tanks must be kept secure at ALL times with overboard sea-cocks closed.

- Discharge of Holding Tank material in or around the marina waterways is strictly prohibited. Violation of this rule will result in immediate termination of the moorage agreement. Pump-out services are available at all times at the fuel dock.
- The vessel owner is responsible for all actions and costs resulting from illegal materials being discharged into the marina waterways.

#### LICENSING

- Please assure that your vessel is properly and currently licensed.
- The Port is often inspected by state agencies and Coast Guard services to check for vessel registration.

#### LINES

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

#### OPERATIONAL

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

#### STORAGE

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

#### TARPS & COVERS

- 'Hardware-store' type colored vinyl/plastic tarps if used, must be kept in good condition, well secured and kept clear of the water.
- The vessel's canvas package must be fitted and properly secured to the vessel. It is imperative that tarps and boat canvases be kept clear of the marina waterways at all times.

#### WATER HOSES

- Fresh water is precious!!! Please conserve.
- Hoses are not allowed to be laying on docks and walkways when not in use. Please keep your hoses secured and stowed when not in use. Please keep them in good repair.

### **Activities**

#### ATTACHMENTS TO DOCKS & DECKS

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

## BARBECUING

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

## BICYCLES, ROLLERBLADES, SKATEBOARDS, MOTORCYCLES, MOTOR SCOOTERS

- Recreations use of any wheeled device is not allowed on the marina ramps, docks decks, walkways or parking lot.
- Bicycles, motorcycles and motor scooter intended for shore use and transportation must be slowly transported to and from the shore-side. These vehicles must be stowed on your vessel when not in use or stored in some other safe location as prescribed by the Port Manager.
- No rollerblades or skateboards are allowed at any time on the Port docks, decks, ramps, walkways or parking lot.

## CONSTRUCTION & REPAIRS

- Major repair or construction to the vessel is not allowed unless approved by the Port Manager. Vessel owner is liable for cleaning and/or repair to any parts of the docks damaged by an repair, maintenance or construction activity.
- Spray guns are not allowed and all sanding activity must be contained under the guidelines of the port, state and federal agencies.
- During repair, maintenance or construction activities the job of cleaning up the area and vessel shall be done daily. Should Port personnel have to perform clean-up activities the vessel owner will be charged for Port incurred costs.
- All contractors, service personnel or persons working on your vessel at any time must be "authorized" to enter the moorage area and board your vessel. Please notify the Port Manager of the names and dates you are authorizing so that unauthorized personnel are not entering or boarding vessels.

## DINGHIES & SHORE BOATS

- Dinghies and Shore Boats must be stored/kept on your vessel when not in use.
- They may not be stored (or left tied up) in the water around your boat or on docks, walkways or in any fashion encumbering other boats.
- If you desire an out of water storage area for your dinghy/shore boat, please check with the Port Manager.

## ENGINE & MACHINE OPERATION

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

## ENVIRONMENTAL IMPACTING

- No vessel or vessel occupant may discharge refuse/garbage, sewage, oily bilge, waste or other pollutants into the water. Please be familiar with all the applicable laws and rules. Violation of marine environmental laws and regulations will result in the immediate termination of your Moorage Rental Agreement. You will be responsible for all penalties clean-up and ramifications of your actions.
- In the vent of an accidental mishap or discharge, please contact the Port Manager or staff immediately. We will help you to the best of our ability.
- We recommend marine absorbent pads be kept on board your vessel for emergency use and accidental fuel spills.

## FEEDING THE WILDLIFE

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

## FUELING

- If you spill you are required to report the spill. If in doubt call 911.
- Report spill to Port Manager. If we provide absorbents and/or labor to assist in the clean-up, the vessel owner will be charged for the associated expenses.
- Failure to report fuel spills may result in termination of your moorage agreement.

## PARKING

- Parking is limited.
- It is necessary in order to control the Port parking, to display a Port Parking decal in your vehicle window so that the Port manger can be assured that you are a tenant.
- Unknown or unauthorized vehicles parking on Port property will be towed to assure adequate and secure parking for Port tenants.
- If you have guests coming to your vessel on holidays or other high traffic occasions, please plan for alternative parking arrangements.
- If you are planning an extended boating trip, please see the Port Manager regarding parking considerations and or recommendations.

## PARTIES & HOLIDAYS

- Party guests and owners may not use the docks, decks and pilings for party enhancement without prior approval of the Port Manager.
- Vessel owners are responsible for the conduct of their guests. Noise must be held to a minimum and courtesy extended to your mooring neighbors throughout the Port.
- Any exceptions or special needs you may have must be approved by the Port Manager.

## PETS

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

## REFUSE DISPOSAL

- All garbage and refuse must be placed into plastic garbage bags and securely tied off. Garbage bags must be removed from the moorage area and deposited into the refuse container. Garbage shall not be stored on the dock.

## SPEED LIMIT

- The Port speed limit is "wakeless" AT ALL TIMES.

## STAYING OVERNIGHT

- We recognize that you may frequently be staying the night on your vessel while moored in the marina. However, please recognize that staying more than 3 consecutive nights out of 7 day period on your vessel is considered a "live-aboard". You must have a written agreement with the Port in order to be a "live-aboard". Additional fees, policies and regulations do apply.
- "Live-aboard" availability is limited. Application for "live-aboard" status must be made in writing prior to moving on-board.

## SWIMMING, FISHING, HARVESTING

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

## VESSEL WASTE

- IT'S THE LAW! You may not discharge or throw from any vessel or dock, sewage, oily bilge fluids, rags, flammable liquids, parts containers, batteries, galley, garbage/refuse or any other waste matter into the water or onto the marina docks and floats.
- Please see the Port Manager to obtain information on refuse sites to properly dispose of oils, solvents, paints, absorbent pads, batteries, boxes, bottles, cans refuse, etc.
- The Port provides pump-out facilities at the fuel dock. This is available on a 24-hour basis.
- A portable pump-out cart is also available for use. It is stored at the fuel dock.

## STAYING OVERNIGHT

- Individuals found to be living-aboard without prior port approval, will have their moorage terminated.

## VISITORS

- Visitors must be met at the dock gates by someone from your vessel in order to gain access to the Port permanent slip area.
- All children must be supervised by an adult and must wear a life jacket.

## **Special Subjects**

### CHANGING MOORAGE SLIPS

- If you desire to change moorage slips, the Port Manager will attempt to accommodate your request depending on availability and previously committed priority lists. There is a fee and request form to be completed at the office.

## COMPLIANCE WITH THE LAWS

- We are particularly sensitive to U.S. Coast Guard regulations and state environmental regulations. Violations of laws, rules and regulations may result in termination of your Moorage Rental Agreement. Please cooperate to assure a safe and enjoyable marina environment for port occupants.
- Use of your vessel and/or the slip shall be for pleasure only. NO commercial activity such as chartering, offices, etc., is permitted.

## 'FOR SALE' SIGNS

- All signs must be pre-approved by the Port Manager.
- If you have your vessel listed with a broker, the Port Manager must be notified. The broker must check in with the Port Manager before showing your vessel if the owner is not in attendance. Showings are limited to daytime operating hours only.
- The number, type and style of the signs will be determined by the Port Manager. -
- If you sell your boat, the moorage slip does **NOT** go with the boat. Please contact the Port Manager for an application and information regarding availability of moorage.

## INSURANCE REQUIREMENTS

- Your insurance requirements are covered in the terms of your Moorage Rental Agreement.

## MOORAGE FEES

- Moorage fees are calculated by determining the overall length of the vessel and comparing it to the length of the moorage slip. The charge per foot per month is equal to whichever is longer. NOTE: Boat measurement is calculated from the beginning of the bow pulpit/sprit to the stern or end of the swim platform or stern mounted dinghy.
- Fees are charged for boat houses.
- Fees are also applied for Utility services to the slip, and based on actual electrical usage.

## ONE VESSEL-ONE SLIP

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

## SECURITY

- PLEASE do NOT brace the marina gate open. Both you and your tenant neighbors have paid for reasonably secured moorage.
- Please report any vandalism, theft, property damage, threats to your well-being, or intolerable conduct or unknown suspicious looking characters to the Port Manager or call "911".
- Although we do keep marina security upper most in our minds and in our efforts, we cannot be responsible for your vessel.

## SINKING

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

## SUB-LETTING YOUR SLIP

- We do not allow tenants to sublet their slips or boat houses.

## SERIOUS CONDITIONS

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

## **Additional Policies and Rules for Live-Aboard Moorage Tenants**

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

## DEFINITION OF A 'LIVE-ABOARD TENANT'

- We define 'Live-Aboard Tenant' as any person(s) living on and staying on the boat for more than 3 consecutive nights out any 7 day period per month.
- You must have a current, signed 'Live-Aboard Agreement' on file with the Port.

## LIVE-ABOARD FEES

- Live-aboard tenants are charged an additional fee per month over and above the Moorage Rental Agreement fee. Please see the Port office for this information.

## PETS

- When not on the vessel, pets must be on a leash at all times.
- Tenants must clean up after their pets.
- Please use "pooper-scoopers" or "pet gloves" to clean up.
- Marina reserves the right that the pet NOT be allowed on the marina if pet/owner frequently "messes" up the docks and/or does not clean up when using the area, or for other reasons adversely affecting the Port of occupants. *Tenants are responsible for the pets of their guests.*

## PUMP-OUT REQUIREMENTS

- Regularly scheduled pump-out of your Holding Tank is encouraged. The Port provides for 24 hour pump-out access at the fuel dock as well as a portable cart.
- All rules and regulations that are referred to in the 'Vessel Condition' section of this booklet apply.

## TERMINATION

- Your 'Live-Aboard' status and your Moorage Rental Agreement may be terminated by the Port Manager for violation of any rules and regulations.

## REST ROOMS

- Wipe showers down when finished.
- Clean sinks
- Be respectful of the next user; please clean-up after yourself
- The Port is not responsible for personal items left in the rest room or shower.
- Lock up when finished.
- Please leave the rest rooms in the nice condition that you found them in.

## LAUNDRY ROOM

- Please clean up when finished.
- The Port is not responsible for items left unattended.
- Use the equipment at your own risk.
- Lock up when finished.
- Please clean dryer air filter after use.

## VEHICLE CONDITION & MAINTENANCE

- Vehicle must be kept in good running condition.
- No washing of vehicle in the parking lot
- No oil changing or mechanical work is allowed on your vehicle while parked in the marina parking lot without prior approval of the Port Manager.

## **Bilgewater ~ The Problem**

*Maintaining a clean bilge is extremely important. We recommend the following practices:*

- Keep bilge area as dry as possible
- Regularly check fittings, fluid lines, engine seals and gaskets.
- Fix all fuel and oil leaks in a timely fashion.
- Do not drain oil into the bilge.
- Use suction oil changers or oil pumps that attach to a drill head.
- Fit a drip pan underneath the engine to collect drips and leaks.
- Use oil-absorbant pads, pillows or diapers, even in small boats launched by trailer. Replace them as needed before they become fully saturated with oil.
- If a bilge contains oil, absorb as much free oil as possible with a pad. Then pump the bilge dry and wipe down the bilge and equipment. Do NOT pull the drain plug on a boat with a bilge full of oil.
- The discharge of oily bildgewater is illegal and subject to significant fines from regulatory agencies.