

**WWM**  
**TERMS OF MOORAGE**  
**AND**  
**RULES & REGULATIONS**

WWM – Terms of MOORAGE and Rules & Regulations

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## TERMS & RULES OF MOORAGE

### DEFINITIONS

**WWM:** Winslow Wharf Marina

**MOORAGE:** Those TENANTS and OWNERS maintaining a month to month MOORAGE at WWM.

**MOORAGE AGREEMENT:** Formal agreement made between WWM and parties wishing to moor, at WWM, the VESSEL they are the legal/registered OWNER of. Does not qualify as a residential agreement. See EXTENDED STAY AGREEMENT.

**EXTENDED STAY AGREEMENT:** Formal agreement made between WWM and parties wishing to live aboard their VESSEL as a residence. Must also complete a MOORAGE AGREEMENT and other required documentation. Fees in addition to MOORAGE will be

**VESSEL:** Boat which fits dimensions of slip. House boats are not permitted. Cruise-a-home boats are an exception and allowed in the marina. One vessel per slip allowed.

**TENANT:** Individual(s) listed as legal/registered OWNER(s) of the VESSEL granted MOORAGE on the signed MOORAGE AGREEMENT.

**OWNER:** Individual who is a deeded co-OWNER of WWM.

**SLIP:** References designated MOORAGE area and shared marina facilities as defined in the WWM Rules & Regulations.

**Terms & Rules apply to ALL TENANTS and OWNERS.**

### NOTIFICATION

It is the TENANT's responsibility to obtain a copy of the Marina Terms of Moorage and Rules & Regulations from the marina office. The Marina does not accept responsibility for mailing or delivery of these documents or for ensuring that Tenants have familiarized themselves with Marina regulations. For interested parties, current copies will be made available in the Marina Office and available through the marina website, [winslowwharfmarina.com](http://winslowwharfmarina.com).

### AUTHORIZATION

- WWM may request TENANTS violating these regulations to leave the marina. WWM may enforce these regulations through any legal mean and also obtain assistance of law enforcement officers for the purpose of protecting property, lives, the environment, or preserving the peace.

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- The violation of any regulation governing WWM moorages or lands may result in loss of the privilege of use of such facilities, and the offender will therefore become a trespasser and subject to prosecution accordingly.
- Marina management reserves the right to board and move any VESSEL in the event of any emergency, unsafe condition or discharge of materials into surrounding water causing a prospective hazard to the Marina premises or other VESSELS.

### PERMISSION

WWM grants the TENANT authorization to use the SLIP for MOORAGE of the VESSEL, and only the VESSEL named in the MOORAGE AGREEMENT. WWM reserves the right, in its sole discretion and upon reasonable notice to require the TENANT to use a different SLIP in the marina.

WWM shall have the right from time to time to board the VESSEL when moored at the SLIP during an emergency or for any reasonable purpose. In case of an emergency, TENANT authorizes WWM to move the VESSEL as necessary in WWM's sole reasonable discretion, for the safety or protection of persons or property, including the Marina, without liability to TENANT for damages or loss of any kind.

Upon request, a boat owner MUST grant permission for an on-board inspection of their VESSEL by Marina Management for the purpose of determining compliance with applicable Marina regulations and policies.

### DURATION

Duration of the MOORAGE is month-to-month. MOORAGE will be billed from the first day of the month through the last day. If the commencement or termination date are anything other than first or last, the term will be pro-rated as a partial month.

## WWM – Terms of MOORAGE and Rules & Regulations

### TERMINATION

The MOORAGE AGREEMENT shall remain in force until terminated by written notice by the TENANT or WWM:

- WWM will give the TENANT 30 days' notice via USPS Certified Mail, addressed to the TENANTS most recent address on the TENANTS WWM account.
- TENANT in violation of the MOORAGE AGREEMENT and/or in violation of the WWM RULES & REGULATIONS will be given 7 days' notice in lieu of the 30 days' notice. Notice will be via USPS Certified Mail, addressed to the TENANTS most recent address on the TENANTS WWM account.
- TENANT shall notify WWM management via written notice (email, letter, etc.) 30 days' prior to the desired departure date also known as termination effective date.

If the Termination Effective Date is other than the last day of the calendar month, the Monthly Fee due from the TENANT shall be prorated as necessary for the last partial month through the Termination Effective Date.

On or before the termination effective date, TENANT shall remove his/her VESSEL and all other possessions from the Marina, and surrender all parking permits and access to WWM's Manager.

If the VESSEL remains at the SLIP, after the Termination Effective Date, TENANT shall be classified as transient MOORAGE and shall pay WWM the current daily rate of transient MOORAGE for each day the VESSEL continues to be moored at the SLIP. WWM may, at its sole discretion, move the VESSEL, impound the VESSEL and/or exclude OWNER from access to the Marina.

### LIMITATIONS OF USE

- TENANT may use the assigned SLIP only for MOORAGE of the VESSEL they are the legal and/or registered OWNER(s) of.
- Each slip may be used for only one vessel.
- Rafting is limited to two vessels. We are limited to 30' beyond the end of the dock.
- **TENANT may not sublet or assign the right to use the SLIP.**
- Only the TENANT may reside aboard the VESSEL under the circumstances that an extended stay MOORAGE AGREEMENT has been completed and approved by the marina management.
- **In the event the TENANT sells or transfers the VESSEL. The SLIP is not guaranteed with the transfer of the VESSEL:**

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- If the TENANT desires to use the SLIP for another VESSEL, TENANT must first register the new VESSEL with WWM and the new VESSEL must be within size restrictions of the SLIP.
- If the new VESSEL OWNER wishes to continue MOORAGE at WWM, prior to completion of transfer they must meet with WWM management and fill out required paperwork and provided associated documentation.
- TENANT pledges that the VESSEL is for recreational and pleasure purposes only and shall not be used for commercial purposes.
- VESSELS with multiple OWNERS:
  - All OWNERS must be listed on the MOORAGE AGREEMENT.
  - Should the status of Ownership change at any time in any way, the marina must be notified.
  - One of the OWNERS will act as a primary contact with the marina. This individual must have an Ownership interest in the VESSEL and is fully authorized to bind all other OWNERS of the VESSEL to the terms and conditions of the MOORAGE AGREEMENT and WWM Rules & Regulations.

### TRANSFERS AND ASSIGNMENTS

The MOORAGE AGREEMENT and TENANTs rights hereunder are not transferable or assignable. WWM may, at its sole discretion allow TENANTs agreements to be transferred when boats are sold in the marina.

### TRANSIENT/SUBLET MOORAGE CREDIT

On reasonable advance written notice to the marina office, the TENANT may temporarily vacate the marina and cease to use any or all of its services during a period of twenty-four (24) hours or more, during which WWM will agree to reserve all services requested by and previously used by the TENANT for his/her use upon scheduled return. During this period, the TENANT will each month pay the total monthly fee. Upon written TENANT request, WWM will attempt to facilitate temporary use of the vacated MOORAGE at current monthly rates or at daily transient rates, and will remit to the TENANT fifty percent (50%) of such daily revenue.

### MONTHLY FEE AND PAYMENTS

TENANT shall pay WWM on or before the tenth (10<sup>th</sup>) day of each month, the total monthly fee set forth on the monthly statement. TENANT will be considered in default if monthly MOORAGE payment is not received by WWM by the 20<sup>th</sup> of the month in which it was due.

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- TENANT shall pay WWM a service charge of fifty dollars (\$50.00) for every monthly fee payment not received by the twentieth (20<sup>th</sup>) day of the month for which it was billed
- TENANT shall pay WWM seventy-five Dollars (\$75.00) for any check returned (NSF) by the TENANTS' bank.

If the commencement date is other than the first (1<sup>st</sup>) day of the month, the monthly fee shall be prorated for the initial month.

WWM may revise and/or increase the monthly fees effective on the first (1<sup>st</sup>) day of any month upon not less than thirty (30) days written notice to the TENANT.

All payments shall be sent or delivered to:

WWM  
141 Parfitt Way SW  
Bainbridge Island, WA 98110

### DEPOSITS

Upon finalization of MOORAGE AGREEMENT, TENANT will pay to WWM the security deposit stated in the MOORAGE AGREEMENT and a thirty dollar (\$30) Utility/Meter deposit to secure all obligations by both TENANT and WWM. The deposits (without interest) shall be refundable to the TENANT no later than thirty (30) days after the Termination Effective Date, under the circumstances that the TENANT has fulfilled all conditions of the MOORAGE AGREEMENT. WWM may retain part or all of the deposits to bring TENANT account current. If so, WWM shall provide TENANT with an itemized statement of its charges against the deposits together with the balance, if any, of the deposits.

### FACILITIES SURCHARGE

No person may stay overnight on the VESSEL more than twelve (12) nights per month without the prior written consent of WWM, which WWM may withhold, or terminate or refuse in its sole discretion.

Persons seeking authorization to live-aboard a VESSEL must execute a separate EXTENDED STAY AGREEMENT and background check with WWM. Refusal and/or failure to complete either will result in immediate denial of live aboard status. If authorized by WWM, TENANT shall pay per person, a facilities surcharge each month based on the rate schedule below:

1st Person	\$120.00
Each additional Person over the age of 2	\$60.00
Children under the age of 2	No Charge



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### BOAT INSURANCE & VESSEL REGISTRATION

Prior to commencement of the MOORAGE AGREEMENT and at ALL times during the term of the agreement, TENANT shall carry in full force and effect with insurance companies, authorized to do business in the State of Washington, Protection & Indemnity liability and property damage insurance with limits of at least \$300,000 per occurrence. WWM must be named as an additional covered party. TENANT shall not be entitled to moor the VESSEL at the SLIP until evidence of insurance satisfactory to WWM has been provided by the TENANT. TENANT agrees to hold WWM harmless and reimburse WWM for any loss or damage resulting from TENANTs use of the marina or the VESSEL.

The State of Washington requires persons who use Washington waters to annually register with the Department of Licensing, unless the VESSEL is exempt from registration requirements. The marina requires that this current state registration must be kept on file with the office to constitute proof of ownership.

TENANT vows to provide the marina office current copies of VESSEL registration and insurance each year as they are renewed.

The TENANT must maintain the VESSEL with proper registry, identification, marking, equipment and general physical maintenance as required by law and safe practice. The TENANT must use the VESSEL and marina in compliance with the laws of the State of Washington, the City of Bainbridge Island, and any other legal authority, and WWM Rules & Regulations.

### CARE OF SLIP/MAINTENANCE

TENANT shall keep and maintain the SLIP in a clean and sanitary condition at all times, and in accordance with the WWM Rules & Regulations. Upon termination of the agreement, TENANT shall surrender the SLIP in good order and repair other than normal wear and tear resulting from ordinary use. Under no circumstances, nor at any time, may TENANT change or alter the SLIP or any portion thereof including the dock box. TENANT shall not install or place any personal property, equipment, boxes or lockers of any type on the SLIP.

### UTILITIES

WWM does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. TENANT acknowledges that water service and electrical service may be discontinued periodically. WWM does not guarantee the utility services will be compatible with the utility service requirements of

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the VESSEL (including electrical interconnection requirements or the effect of electrolysis and/or stray electrical current damage).

### ACCESS CARDS/FOBS

WWM shall charge a one time, non-refundable fee of \$20 to TENANT for each access card/fob. These will be billed on their initial agreement. These cards/fobs provide access to the portion of the marina in which the SLIP is located. Additional access cards/fobs may be purchased from the marina at a non-refundable cost of \$20 per card/fob. WWM may revoke the right of TENANT to use the access cards/fobs if TENANT is in default under this agreement. TENANT agrees to notify WWM immediately if any access card/fob is lost or stolen.

### NO WARRANTIES

WWM makes no warranties, express or implied, as to the condition of the SLIP, marina, or marina facilities nor the suitability of the SLIP and marina for its intended purposes. TENANT acknowledges that TENANT has had an opportunity to inspect the marina and the SLIP prior to execution of the MOORAGE contract and agrees to accept the marina and SLIP in its current condition.

### NOTICES

Any notice by the parties to the other shall be deemed to be given if signed by the party giving notice and personally delivered or sent by certified mail and addressed to TENANT at the most recent address of record with WWM. TENANT is responsible for informing WWM of its most current address, email and phone numbers. Any notice hereunder shall be deemed received when personally delivered by WWM to TENANT or three (3) days after such notice is mailed via certified mail addressed to the TENANT.

### DEFAULT AND REMEDIES

- If TENANT violates the Terms or Rules & Regulations of the marina and fails to remedy or cease said violation following written notice from WWM to cease and desist such violation, within three (3) days after WWM has given TENANT written notice thereof, TENANT shall be in default. Severe violations will result in immediate termination without notice given.
- If TENANT defaults in payment of any Monthly Fees, service charges, interest or any other amount hereunder and such default is not fully cured within three (3) days after WWM has given TENANT written notice thereof, TENANT shall be in default.

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- If TENANT fails to perform any other term, covenant or condition of this agreement and such failure continues for a period of seven (7) days after WWM has given TENANT written notice thereof, TENANT shall be in default hereunder.

Under default, WWM may immediately terminate the TENANTs MOORAGE AGREEMENT upon written notice to TENANT to vacate within three (3) days of notification, without limiting the liability of TENANT for all amounts due hereunder. If TENANT fails to vacate within three (3) days of the notice of termination, WWM shall be authorized to remove the VESSEL and all property of TENANT from the SLIP and the marina, all at the cost, expense and risk of TENANT.

### CUMULATIVE REMEDIES, NO WAIVER

WWM's rights and remedies hereunder are cumulative and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a default of the MOORAGE AGREEMENT shall be construed as a waiver or forbearance of any other or subsequent breach and the acceptance of any performance hereunder, or the payment of any amount after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

### LIEN FOR FEES AND SERVICES

WWM shall have and TENANT hereby grants and conveys to WWM a lien and security interest in the VESSEL and in all property of TENANT on or at the VESSEL to secure the performance by TENANT of the terms and conditions of the MOORAGE AGREEMENT and to secure the payment by TENANT of all services and supplies provided by WWM to TENANT on behalf of the VESSEL. Notwithstanding termination of the MOORAGE AGREEMENT, WWM shall be authorized to hold the VESSEL and her tackle, apparel and appurtenances and sell the same in accordance with applicable law, state or maritime including the remedies herein granted, in the event TENANT fails to perform the terms and conditions of the MOORAGE AGREEMENT or fails to pay for services and supplies. Should such security not pay for all amounts due WWM, WWM shall have the right to proceed against TENANT personally for the remainder of such amounts due, including all costs and attorneys' fees incurred by WWM in collecting the balance due from TENANT and in holding and disposing of the security.

## INDEMNITY

The TENANT pledges to save WWM harmless from, defend and indemnify WWM for, any loss or damage, including attorneys' fees and costs, resulting from the TENANT's use of the Marina or any of TENANT's activities related thereto. TENANT acknowledges that the VESSEL and all personal property of TENANT is moored at the SLIP at TENANT's sole risk, and WWM shall not be liable for any loss or damage thereto. WWM shall, under no circumstances, be liable to the TENANT or other persons for any personal injury, loss of, or damage to, the TENANT's VESSEL or other property, whether suffered by the TENANT or other persons at the Marina or elsewhere, unless actually and proximately caused by the sole negligence of WWM or its authorized agents.

**TENANT and WWM recognize the vagaries of proof and problems of identifying sources of electrolyzes and/or stray electrical current damage; therefore there will be no liability for or indemnity for TENANT or the VESSEL by WWM, nor will WWM make claim against TENANT for such damage. Any defense under this Paragraph shall employ counsel selected by WWM.**

## TENANT RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT

TENANT shall be responsible for and shall promptly, upon demand, pay WWM for any damage to the Marina, or to governmental property caused by TENANT, his/her VESSEL, crew, guests, invitees, employees or agents. TENANT shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the Marina and shall pay WWM for any damage, expense or liability incurred by WWM due to TENANT's failure to comply with such laws and regulations or due to any pollution created, caused, or contributed to by TENANT.

## JOINT AND SEVERAL LIABILITY

Each person executing the MOORAGE AGREEMENT does so as a principal and not as a surety. The obligations of all persons executing the MOORAGE AGREEMENT are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to the MOORAGE AGREEMENT shall be fully binding upon each of them.

## ATTORNEY'S FEES

In the event that any action or other legal proceeding is brought to enforce any provision of the MOORAGE AGREEMENT the prevailing party shall be entitled to recover all costs plus reasonable attorneys' fees from the non-prevailing party (including proceedings on appeal or in arbitration).

## VENUE

This Agreement shall be governed by the laws of the State of Washington and the United States. The exclusive venue of any suit arising out of this Agreement shall be in Kitsap County, Washington, or, for suits filed by WWM in Admiralty law in the U.S. District Court of for the Western District of Washington.

#### SEVERABILITY

If any provision of the MOORAGE AGREEMENT shall be found to be void, such determination shall not affect any other provision of the MOORAGE AGREEMENT.

#### INTERPRETATION

The provisions of the MOORAGE AGREEMENT shall not be construed either for or against WWM or TENANT, but shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

## RULES & REGULATIONS

### OVERRULING AUTHORITIES

OWNERS/TENANTS shall comply with all applicable rules, regulations and instructions of the United States Coast Guard, the City of Bainbridge Island Port District, other local harbor authorities, the regional Water Quality Control Board and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency.

Any discharge of paint, sanding debris, hydrocarbons or chemicals into water may be a violation of Federal and/or State law for which violators can be prosecuted criminally or civilly.

### SHARED FACILITIES

#### Garbage and Recycling

- All waste materials shall be deposited in the appropriate trash receptacles within the Marina's premises. Waste is limited to common household waste.
- Items such as tires are not to be disposed of at the marina.
- Large cardboard boxes MUST be broken down and are to be placed in the large blue dumpster. Please flatten them out and cut apart so that the least amount of dumpster space is taken. Any items left in the garbage area where others may trip over them
- The dumpsters are for the use of Marina occupants and Marina building TENANTS. No refuse is to be brought in from outside the Marina and placed in dumpsters.
- No composting toilet waste is to be placed in the dumpsters.
- **Only non-hazardous waste may be loaded into the dumpsters. The Marina does not have the means for disposing of hazardous waste. Waste such as oil, gas, diesel, antifreeze, paint thinner, cleaners and bilge residue must be placed in closed containers and disposed of at proper Hazardous Waste Dump facilities by each individual. OWNER/TENANT shall not empty any sanitation device in any toilet or lavatory facility on Marina premises.**

**Violation will result in immediate eviction.**

#### Restrooms & Showers

Using marina assigned access, TENANTS have access to the Men's and Women's restrooms.

There are showers in each which are free to use.

- Do Not leave personal items in the showers or restroom. Any items found unattended will be disposed of.
- While using the facilities please keep your items organized and in one area. You are sharing these facilities with others.

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- Do Not bring pets into the facilities. Be respectful of other tenants as not all are pet friendly and/or there are individuals with allergies to pets.
- Do Not abuse the facilities.

### Laundry Room

Quarter washers and dryers are for tenant use only. If you do not have change, the office does keep quarters on hand. During high demand times, only one washer per person. Laundry left in machines preventing others from using will be taken out and put on the table. Keep track of your laundry times.

Price per load:

Washer: \$1.75

Dryer: \$1.25

### Parking

Winslow Wharf Marina has 2 parking lots, the upper lot on the North side of Parfitt Way and the lower lot on the South side of Parfitt Way. By agreement both of these lots are shared among the adjoining businesses (Pegasus, Doc's, Cutler Anderson, The Chandlery, Waterfront Building and Fairbanks) with the Marina and are NOT public lots. These parking lots are only to be used by Marina Owners and tenants, employees of the businesses and their customers while conducting business with the listed businesses ONLY. **Parking for any other reason, even with permit is not allowed, such as parking to catch a ferry.**

In keeping with the Land Use Agreement and to accommodate the owners and tenants of the Marina, the employees of the businesses and their customers, the two lots accommodate different lengths of stay.

**Upper Parking Lot** – long term, more than 2 hours

- Marina Tenants and Owners.
- Customers and Employees of Pegasus, Doc's, Cutler Anderson, Chandlery.
- Vehicles without valid permits will be towed after 3 hours.

**Lower Parking Lot** – short term, 2 hours or less. This applies to ALL with the following exceptions:

- The owners and management of above listed businesses.

### **Permit Allowances:**

Permit stickers will be issued based on Extended Stay Tenant or Non-Live Aboard Tenant and Owner Occupied or Owner Non-Tenant.

**Tenant – Extended Stay: Tenants with Live Aboard status.**

- No more than 2 permits for multiple live aboard tenants per VESSEL.

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- 1 permit for single live aboard tenants per VESSEL.

### **Tenant – Moorage Only: Tenants paying moorage only.**

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### **Owner Occupied: Owner moors VESSEL in their own slip.**

- 1 permit.
- Additional permits may be issued for special circumstances.

### **Owner Non-Tenant: Owner has no VESSEL in the marina.**

- No permit will be issued.
- When visiting marina under 2 hours, owner may park in upper or lower parking lot.
- If visiting and going sailing with a marina occupant, a temporary parking permit may be picked up for parking in the upper parking lot.

### **Parking Regulations:**

- **Old parking placards will no longer be valid.** You must stop by the marina office to receive the new sticker.
- Sticker is to be adhered to the back outside window glass. Stickers are invalid if they are on a movable card or paper and placed inside the vehicle. They must be attached, as designed, to the outside of the vehicle. They are to be adhered to the lower left driver side **rear** window at all times. For trucks with campers, front windshield, driver side lower corner.
- **These parking lots are not to be used for vehicle storage.** Unless marina management is notified, vehicles parked more than a month, in a space will be towed.
- No multiple live aboard tenants will have more than two vehicles parked on premises at any time. One person live aboard tenants will not have more than one vehicle on premises at any time.
- Marina owners and non-live-aboard tenants may park in the upper lot while cruising with a valid permit or temporary permit. Tenants with guests may be issued one (1) temporary parking pass for guests while out cruising.
- The lower parking lot for tenants is limited to a maximum of two (2) hours. There is a 20 minute loading and unloading zone available at the southeast end of the lower parking lot to accommodate loading and unloading needs.
- The Marina Staff monitors the parking lots frequently. **Tenants** of the marina in violation have been given numerous warnings and notifications. Tenants and Non tenants in violation of the parking regulations will be towed!

**Violations WILL result in the vehicle being towed and impounded at the owners' expense.**



## Bicycle Rack

Winslow Wharf Marina has a vertical hanging bike rack on the storage shed on the southernmost end of the lower parking lot. On the Boardwalk next to the dumpster area is an additional bike rack, not vertical.

Non-motorized bicycles are allowed in the motorcycle parking area.

As there are a limited number of spaces, the following will be strictly enforced.

- All bicycles must have a marina issued bicycle pass.
- Locking rings are on the hanger and locking to the wooden structure is not allowed. Any locking device attached to the structure will be cut off.
- These racks are only to be used by Marina tenants.
- Any bicycle on the rack without a pass will be removed **immediately**.
- These racks are not to be used for long term storage. If you don't use your bike frequently, store it on your boat.
- The Marina Staff monitors the parking lots and bicycle racks frequently.

**Violations WILL result in the bicycle being removed and impounded at the owners' expense.**

## Dock Carts

Dock carts are housed in the area designated at the top of the ramp inside the gate. Dock carts are to be used to move items to and from the docks and parking lots. **Carts are not to be removed from marina property. The carts are not to be used for human transportation or as toys for children.**

Weight limit on the carts is 250 lbs. Exceeding that will cause damage. Repairs will be added to your statement.

## Storage

- Supplies, materials, accessories, equipment or gear of any kind shall not be stored on Marina premises except in approved dock boxes or storage lockers.
- All dock boxes must be rented from and installed by the Marina personnel. Padlocks will be the responsibility of the occupant. Flammable liquids may not be stored in dock boxes or storage lockers at any time. Damage other than normal wear will be the responsibility

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of the TENANT. Marina staff are authorized to enter dock boxes and storage lockers in order to effect repairs thereon or if, in the sole discretion of Marina Manager, such entry is necessary for the safety of Marina premises or VESSELS therein.

- There will be only one (1) dinghy, or other similar craft, per VESSEL in SLIP water. No dinghy, inflatable VESSEL or other similar craft shall impede the navigability of the waterways. Such VESSELS are to be stored on the larger VESSEL or in the water in front of it.

Dinghies/kayaks will not be stored on the dock or finger piers. The use of another SLIP at any time for any non-emergency purpose is prohibited.

- The common areas of marina facilities, I.E. laundry, restrooms, etc..... Will not be used to store personal items. Items left in these areas will be disposed of when discovered.

### Mail and Package Acceptance Policy

- Due to constraints on office space, marina staff time, safety and security concerns, and liability issues, effective August 1, 2020, the marina office will no longer accept delivery of non-resident mail and packages from the U.S. Postal Service or commercial delivery services such as FedEx or UPS. Non-residents will not use Winslow Wharf Marina as a business address. As a courtesy, the marina office will continue to accept packages for installation and/or use on a vessel moored at the marina if such packages are approved by the marina manager before they are shipped.
- The marina office will NOT sign for any registered or certified deliveries. Large and/or bulk packages will be refused delivery. Any expenses and/or fees incurred by such refusal are at the responsibility of the intended recipient.

### Smoking

Winslow Wharf Marina complies with requirements of the Washington State “Smoking in Public Places law” (RCW 70.160). Smoking is not permitted anywhere on Winslow Wharf Marina property. Smoking, however, is permitted aboard private boats.

### Marina Office

- Marina office does not accept telephone messages for boaters except in cases of life-threatening emergency.
- The Marina will charge the TENANT/OWNER for the below listed items:
  - a. A maintenance fee will be charged the TENANTs account for dewatering or securing VESSELS. The TENANT will be informed of problems with their VESSEL that need to be taken care of and will be notified by phone. The TENANT must respond quickly to correct the problem. If not corrected by the VESSEL OWNER, then the Marina staff will correct the problem and the TENANT will be charged \$50 per man-hour on their account. Examples would be: need for new or additional mooring lines; pumping out cockpit; cleaning scuppers drains; securing halyards; any other mooring, dewatering

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issues.

- b. If a VESSEL has to be chained up for non-payment of MOORAGE fees, the TENANT will be charged \$50 for the first chain-up and \$100 for the second chain-up. Subsequent delinquencies will result in termination of MOORAGE AGREEMENT. In case of Oil/sewage/sinking, the TENANT is to take immediate action.

### VESSEL OPERATION & USE

- The TENANT is responsible for all VESSEL operations and all activities on board TENANT's VESSEL. Operation of the VESSEL must be in a safe and seamanlike manner.
- Engine noise must be kept to a minimum: racing of engines is prohibited at all times.
- Auxiliary generator operation is prohibited unless the wharf electric power is off.
- Use of whistles, sirens, horns and electronic megaphones or "loud-hailers" within the Marina is prohibited except as appropriate to comply with navigational regulations.
- The speed limit of the Marina is steerage only, with no wakes, and no greater than 5 miles per hour.
- Main engines, power generating equipment and other noise-making machinery shall not be operated between hours of 10:00 p.m. and 8:00 a.m., except as necessary to enter or leave the SLIP.
- Engines shall not be operated in gear while the VESSEL is secured to the dock. Unnecessary operation of engines in SLIPs shall not be permitted. Other noise-making equipment or appliances shall be operated in compliance with all laws, ordinances and rules.
- OWNER/TENANT shall not throw, discharge or deposit from any VESSEL any solid or liquid material including but not limited to refuse matter, oily bilges, or inflammable liquid ("Waste Materials") into water or upon Marina premises.
- VESSELS with automatic bilge pumps shall maintain their bilges in an oil-free manner that will prevent waste materials from being pumped automatically into the water.
- WWM regulations as well as local and Federal laws prohibit the dumping of raw sewage into the waters of Puget Sound.

#### **Violation will result in immediate eviction.**

A mobile pump-out (Honey-Wagon) facility has been provided for use by occupants in the Marina. There is no charge to an OWNER/TENANT for using the Honey Wagon pump which is stored in the shed beside the gangway to the floats. Staff training is required for use and access is limited by key cards and/or fobs. The user is responsible for returning the pump and adapters to the storage shed, pumping the waste from the Honey Wagon tank to the ground level holding tank and rinsing the equipment out with at least 15 or more gallons of fresh water.

## VESSEL CLEANING AND MAINTENANCE

- All sanding, paint removal, spraying or scraping shall be done so as to preclude any discharge into surrounding water and otherwise in accordance with the law and Marina rules and regulations. Major construction or repair, painting or overhaul shall not be permitted on Marina's premises. Marina management shall be the sole judge as to what constitutes "major construction" or "repair".
- Any discharge of paint, sanding debris, hydrocarbons or chemicals into water may be a violation of Federal and/or State law for which violators can be prosecuted criminally or civilly.
- VESSEL must be maintained in seaworthy condition and in a neat, clean and sanitary condition, with sound and seamanlike mooring and fendering, and competent securing and stowage of all rigging, tackle, and equipment such that the VESSEL will cause no hazard or annoyance to other VESSEL OWNERS, their VESSELS, WWM or its neighbors.
- **WWM shall not be liable for the maintenance, repair or inspection of TENANTs VESSEL or any other VESSEL moored in the Marina.**
- WWM may, in its sole discretion, correct significant faults in TENANTs VESSEL either without notice, in the event of an emergency, or with seven (7) days' notice in other cases, which faults may affect the safety, security or cleanliness of the Marina. Such corrections shall be at the TENANTs' expense, except that minor faults, such as parted mooring lines, damaged or missing fenders, and loose rigging may be corrected at any time by WWM with spare tackle loaned by WWM for this purpose and with related labor, if significant in cost, billed to the TENANT. WWM's rights under this Paragraph shall not create an obligation or duty for WWM to insure, inspect, maintain, or repair the VESSEL. WWM shall have no liability whatsoever for loss or damage to TENANT's VESSEL, mooring, fendering, tackle, rigging, dinghy, equipment, or any of the contents of the VESSEL.
- All dinghies moored at WWM must be maintained in good condition and must be pumped whenever necessary. If pumped by WWM, a minimum charge will be billed to the TENANT in accordance with WWM's Rules and Regulations under section titled "Marina Office".

## DOCKS & FINGERS

- Without exception, all connections made to the Marina premises electric receptacles shall be U.L. approved, **MARINE GRADE, WEATHERPROOF**, three-wire, grounded, twist-lock type. Wiring must be sufficient wire size for the amperage being used as specified by the National Electrical Code. Undersized cords will be disconnected by Marina Staff. **Use of household extension cords is prohibited.** When the VESSEL leaves the SLIP, the power cord must be unplugged at the pedestal. All power cords must be unplugged at the

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pedestal when not in immediate use. Power cords may not sag into the water between the VESSEL and the wharf. Power cords shall have a strain relief system to prevent a direct pull on the pedestal by the movement of the VESSEL.

- No storage of flammable or combustible materials of any type including, but not limited to, gasoline, diesel fuel, oils, lubricants, kerosene, white gas, paint thinner, cleaners, turpentine, solvents, resins, epoxy, or catalysts are allowed in dock boxes or dry land lockers.
- Fingers and docks shall be kept clear at all times. All other items are to be kept on board the VESSEL or in paid storage (when available). Items left overnight blocking finger access and/or dock access will be removed at the OWNERS' expense. TENANT will receive a written warning for the first occurrence. Multiple violations will result in forfeiture of MOORAGE.
- Steps are allowed on the finger so that the VESSEL can be boarded. Temporary, (as in non-affixed) dock steps may be placed on the finger pier and must be no wider than one-half the width of the finger pier and no longer than five feet. OWNERS/TENANTS shall not attach, affix or install any other objects or materials to finger piers without approval from the marina management. OWNER/TENANT agrees to provide all berthing materials and acknowledges that Marina or its agents are under no obligation to furnish berthing material.
- No portion of any VESSEL shall overhang the walkway at any time, (e.g. bowsprit, plank, bow pulpit, swim step).
- No personal property will be left on docks, finger piers, or walk ways. All personal equipment must be stored in a dock box, or aboard the VESSEL.
- Halyards must be secured to eliminate noise. Dock lines must be of adequate size for VESSEL and shall be replaced when worn. All VESSELS occupying single SLIPs shall be moored with a four-point tie-up; VESSELS occupying double SLIPs shall be moored with spring lines to minimize fore/aft movement. All VESSELS shall be fully equipped with dock/boat bumper/fender protectors at all times when VESSEL is in SLIP.

### TENANT'S, OWNER'S, FAMILY & GUESTS

- The TENANT is responsible for all of his/her activities and the activities of TENANT's guests or invitees at the Marina. TENANT and TENANT's guests' behavior must not be disorderly or create a hazard or an annoyance to others in the Marina.
- Children under twelve years of age are not permitted on the docks at any time without immediate and constant supervision by parents or other responsible adults. Children under twelve years of age are required to wear a life jacket when on a VESSEL required by State Law.
- Children under twelve years of age are not permitted in the upper marina facilities without immediate and constant supervision by parents or other responsible adults. Any

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damage to marina property incurred as a result of unattended children will result in the TENANT with whom the child is associated being billed.

- If OWNER/TENANT has guests, OWNER/TENANT must make arrangements to meet guests at the Marina gate. Marina staff will not admit guests, unless prior arrangements have been made with the Marina staff. Non-TENANT and non-guests are not allowed in the marina without prior approval of marina management.
- If OWNER/TENANT is selling his VESSEL, OWNER/TENANT must make arrangements to meet prospective buyers at Marina. Marina staff will not admit buyers to see any VESSEL in the OWNER's/TENANT's absence, unless prior arrangements have been made with the Marina staff. Marina staff will not show VESSELS on behalf of TENANTS.
- Swimming, diving, scuba diving or snorkeling (except for hull cleaning and maintenance as permitted by law and Marina rules and regulations) is prohibited on Marina premises.
- OWNERS/TENANTS shall notify the Marina staff of any unsafe, hazardous or noise conditions that come to his/her attention. Disorderly or indecorous conduct by any OWNER, TENANT, agents' TENANTS or invitees that might cause harm/nuisance to any other person(s) within the marina or damage property or harm the reputation of the Marina is prohibited.
- No skateboards or any other wheeled vehicles, roller-skates or bicycles are allowed on docks or decks, except as they may be transported (not ridden) directly to and from VESSELS. Parents will be held responsible for the acts of their children.
- Noise shall be held to a minimum. Conservative discretion must be used in operating motors, generators, or accessories capable of producing loud noise so as not to create a nuisance.

### **Quiet hours are from 10:00 p.m. to 7:00 a.m. local time.**

- Disorderly conduct, loud music, barking dogs or any other actions causing disturbance shall constitute cause for termination of MOORAGE AGREEMENT. Disorderly or indecorous conduct, personal attacks/abuse, or actions which might cause injury or damage to persons or property by any person using, visiting or occupying a VESSEL within the Marina shall be cause for revocation of any agreement, directly or implied, for use of the dock and related facilities. The registered TENANT shall be responsible for the conduct of all persons using, visiting, or occupying his/her VESSEL.

## ANIMALS

- No pets may be kept or maintained on a VESSEL in the Marina without written permission of WWM, which may be withdrawn at any time.
- **WWM supports the Bainbridge Island leash law.** While on the docks and on marina property up top, dogs **MUST** be on leash.
- **Animals must be leashed or in arms during transit to and from VESSEL.** Cats must remain

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aboard the VESSEL unless on leash while on docks.

- OWNERS will prevent pets from defecating or urinating on Marina's premises. If an animal fouls the Marina's premises despite the OWNER's efforts to prevent it, OWNER shall immediately clean the area and properly dispose of waste. Marina staff shall be sole judge of whether OWNER's efforts to control animals are adequate.

### BUSINESS ACTIVITIES

The marina permits a slip owner or tenant to engage in business activities from a slip if the business:

1. Does not use marina resources beyond those normally provided to marina residences.
2. Does not have a financial impact on the marina.
3. Is in total compliance with federal, state, and local laws and regulations.
4. Treats its clients on marina property the same as other authorized visitors and escorts clients while on marina docks.
5. Does not engage in commercial lodging or boat chartering on marina property.
6. Is entirely compatible with the presence of children and family activities.
7. Understands that the Winslow Wharf Marina address cannot be used as its business address, nor can the marina's phone and fax numbers be used as its business phone numbers.
8. Has a completed business authorization form on file at the marina office.

In all cases, the marina manager's decision as to the appropriateness of any particular business activity on marina property is final.

### SECURITY

- Marina security is the responsibility of every OWNER/TENANT, TENANT and employee of WWM. Any violations of Marina security should be reported to the Marina Manager or Marina staff. Each OWNER/TENANT and TENANT will be issued an access card or fob that allows access through the main gate, into the restrooms/showers, and into the laundry room. Misuse of cards/fobs or purchasing cards/fobs for non-TENANTS will be considered reason for immediate eviction.
- No fireworks are allowed on any part of Marina premises.
- Allowing individuals into the marina and facilities that are not your guest(s) is prohibited and may lead to termination of your agreement.
- Guests must be met at the main gate and escorted to your VESSEL.

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- Storage, possession and/or use of any illegal drug, controlled substance or hazardous materials (as defined by Federal or State law) except as permitted by law are prohibited on VESSELS or any part of the Marina premises.

***All OWNERS/TENANTS and their guests will comply with these rules and regulations and all amendments thereto as are published by the Marina from time to time by posting on the marina web site, [winslowwharfmarina.com](http://winslowwharfmarina.com). Violation may result in termination of MOORAGE.***



## CONTRACTOR REQUIREMENTS FOR DOING WORK AT WWM

These rules apply to ALL CONTRACTORS WORKING AT WWM, including Service Repair Companies, Vendors, Boat Dealers & Brokers, and Marine Surveyors & Charter Captains.

Companies and individuals who are not employed by this Marina are welcome to work on boats at our Marina as long as they understand and comply with all WWM rules. A Business Authorization Form must be completed with the marina office and associated documentation provided.

Contract professionals help us provide the “full service” that boaters expect of quality marinas, by complimenting those services available from the Marina staff, but they must follow the same rules we work with for security, safety and environmental protection reasons.

Contractors are allowed to work on boats ONLY during normal business hours. M-Sun: 8am-5pm or as requested by VESSEL OWNER and approved by marina management. When not working on any VESSEL in the marina, access to the Marina and facilities will be suspended.

Failure to report to the Marina office prior to work, or to not have all documents current and on file, will result in suspension of access to the Marina and facilities.

No solicitation will be allowed on the docks. Business cards may be left in the marina office for those individuals seeking service providers.