



PORT OF PORT ANGELES MARINAS

John Wayne Marina
Port Angeles Boat Haven

RULES AND REGULATIONS

July 1, 2007

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1. Introduction

1.1 Purpose

The purpose of the Port of Port Angeles Marina Rules and Regulations is to promote the safe, efficient, enjoyable and equitable operation of the Port Angeles Boat Haven and John Wayne Marina for boaters and the public.

1.2 Statement of Policy / Optimum Usage of Moorage

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

1.3 Application

These Rules and Regulations apply to all users of the Port Angeles Boat Haven and John Wayne Marina. All vessels, vehicles, or persons using the Marina facilities are subject to all Port charges and these Rules and Regulations which from time-to-time may be amended.

1.4 Use Deemed Acceptance

- A. Signatures of permittee on the Port of Port Angeles Moorage Agreement shall constitute applicant's agreement to become familiar with these Regulations and agreement to comply with the same, but berthage permittees and occupants of Port property shall be bound by said regulations whether or not they have signed such application or agreement.
- B. Anyone present on or in the Port area and/or using Port facilities or equipment is subject to, and shall comply with, any verbal or written signs of communication, including administrative and operational policies and procedures issued or posted by the Port Commission or Marina Management. Use of Marina facilities is evidence of the users consent to and agreement with these Rules and Regulations.

1.5 Definitions

All terms not specifically defined in a Rule shall be defined by their common usage. When a definition is at issue, the Harbormaster's interpretation of the term shall stand.

- A. **Assignment:** Assignment, as used herein, shall mean rental, sub-rental, lease, sublease, or assignment, whichever is appropriate.
- B. **Berth (or Slip):** Refers to the space allotted for a vessel to dock.
- C. **Marina:** Includes water, land and all buildings within and adjacent to the boundaries of the Port Angeles Boat Haven and/or John Wayne Marina.

- D. **Boathouse:** A privately owned vessel or structure, the purpose of which is to provide covered moorage.
- E. **Executive Director, Harbormaster, and Marina Manager:** Personnel responsible for the management of Port Angeles Boat Haven and/or John Wayne Marina, either personally or through their assigned subordinates.
- F. **Marina Facilities:** Refers to any properties or facilities owned or operated by the Port at the Port Angeles Boat Haven and/or John Wayne Marina.
- G. **Moorage Office:** Refers to the office of the Harbormaster located at the Port Angeles Boat Haven and/or John Wayne Marina.
- H. **User:** Refers to any person, including Vessel Owners and Operators, Moorage Tenants, and the public, entering Port Angeles Boat Haven and/or John Wayne Marina.
- I. **Length Overall (LOA):** The total length of a vessel including all attachments such as; bow sprit or pulpits, stern davits, wind steering rudder, railing, swim step, mounted dingy, anchor mount and anchor, outboard motor bracket and outboard motor, etc.
- J. **Lessee:** Contained hereinafter, shall mean the owner of a vessel or the person who has control of the vessel if other than the owner.
- K. **Liveaboards:** Refers to those individuals who reside in a vessel for a period of seven (7) days or more in any thirty (30) day period with a live-aboard agreement with the Port.
- L. **Moorage Facility:** Refers to any properties or facilities owned or operated by the Port, which are capable of use for the moorage or storage of vessels.
- M. **Moorage Facility Operator:** Refers to the Port of Port Angeles and/or its agent(s), which owns and/or operates Moorage Facilities.
- N. **Moorage Tenant:** Refers to a vessel owner who is assigned a full-time berth at Port Angeles Boat Haven or John Wayne Marina through a Moorage Agreement with the Port.
- O. **Narrow Channels:** Refers to all water inside the breakwater of the Marina.
- P. **No Discharge Marina:** "No Discharge Marina," as used herein, shall mean that no debris, paint scrapings, waste liquids, hazardous materials,

etc., caused by a vessel owner's, operator's, or third party's maintenance or repairs to a vessel, is permitted into the water. See the Harbormaster Office for a list of the Port's Best Management Practices.

- Q. **Operator:** Refers to any person who operates a vessel.
- R. **Owner:** Refers to every person, firm, partnership, corporation, association, organization, or agent thereof with actual or apparent authority who, expressly or implicitly, contracts for the use of a Moorage Facility.
- S. **Pet:** Refers to dogs and cats and any other domestic animal not including service animals.
- T. **Port:** Refers to the Port of Port Angeles.
- U. **Port Charges:** Charges for moorage and storage, and all other charges owing or to become owing between a user and the Port, or under this tariff, including, but not be limited to, costs and expenses, including attorney's fees and court costs, incurred in salvage, termination, removal and/or sale of vessels.
- V. **Regular or Permanent Moorage:** Moorage for any vessel or structure whereby a moorage agreement has been entered into between the Port and the Moorage Tenant.
- W. **Seaworthy:** A vessel is considered seaworthy if it meets U.S.Coast Guard inspection standards and it is fully operable either with sail power or motor power and is fit to sail: suitable or in a fit state to sail safely on the ocean.
- X. **Transient Vessel/Transient Tenant or Guest Vessel:** A vessel using a moorage facility and which belongs to an owner who does not have a moorage agreement with the Port. Transient vessels include, but are not limited to: vessels seeking a harbor of refuge, day use, and overnight use of a moorage facility on a space-as-available basis. Transient moorage is subject to assignment by the Harbormaster.
- Y. **Vessel:** Refers to every variety of watercraft or other artificial conveyance capable of being used as a means of transportation on water. Vessel includes any trailer used for the transportation of the watercraft, as well as any boathouse.

1.6 Interpretation

Marina management may interpret the reasonable intent of these rules to carry out the purposes of the rules.

1.7 Authorization to Administer Rules, Regulations & Charges

These Rules, Regulations and Procedures are written under the authority granted to the Port by Chapter 53.08 of the Revised Code of Washington ("R.C.W."), specifically R.C.W. 53.08.310 and 53.08.320 in their entirety. The Commission of the Port of Port Angeles (the "Commission") has granted the Executive Director, Marina Manager, and the Harbormaster, or his/her designee, authority to administer these Rules and Regulations.

The Executive Director, Marina Manager, and Harbormaster or their assigned subordinates may require persons violating these regulations to leave the Marina, and obtain assistance of law enforcement officers to protect property, lives, or preserve the peace. The Executive Director and the Harbormaster may interpret the reasonable intent of these Rules and Regulations to carry out the purposes of these regulations. The Harbormaster and his agents retain broad authority to ensure the safe and efficient operation of the Marinas. Under this authority, the Harbormaster may issue oral and written directives, promulgate rules and regulations, and enforce all applicable laws and regulations. The Harbormaster retains all necessary authority to protect property, public peace, and safety within the Marina.

Moorage tenants who violate these Rules and Regulations may be subject to cancellation of moorage, impoundments, and/or removal of the Moorage Tenant's vessel and the imposition of Port charges associated therewith.

Port charges for impoundments and/or removal of a vessel shall be assessed against the vessel, the owner of the vessel, and/or any other responsible person.

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

1.8 Notification

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

2. General User Regulations

2.1 Hold Harmless

All Marina users visiting or using the Marina or Marina facilities do so at their own risk and agree to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and save the Port harmless from any and all liability for injury to or death of any

person or persons or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by the Marina user which is not the result of the Port's sole negligence.

2.2 Liability Limitations

The Port does not accept any liability for damages to property or injury or death of individuals caused by, or resulting from persons, corporations, agents, which occur on Port property.

The Executive Director shall be authorized to publish and enforce appropriate rules to insure security and safety on Port property including requiring appropriate hold harmless agreements, release agreements and evidence of insurance.

Such rules and their enforcement by the Executive Director or his subordinates shall be solely for regulation.

The Port assumes no responsibility for any loss or damage resulting from the use of Port property located within the Marinas property by said person, corporation, agent, or employee of a vessel owner.

Work performed on vessels moored at the Marinas must be accomplished in such a manner as to avoid interference with other users and must not constitute any hazard to persons or property. Such persons, corporations, agents or employees will comply with all Federal, State, City and Port Rules and Regulations.

2.3 Vehicle Traffic & Parking

The Port has established traffic and parking regulations required for the safety and best utilization of the Marinas.

- A. All Marina Users shall observe posted speed limits. Unless otherwise posted on Marina roadways, the speed limit, within the Marinas, is 15 mph.
- B. The Port may establish traffic and parking regulations required for safety and utilization of the Marina facilities.
- C. Parking in any area of the Marinas is limited to twenty-four (24) hours, unless otherwise posted or approved by the Port.
- D. Users of the Marina facilities shall only use designated parking areas.
- E. A vehicle parked in violation of these Rules, Regulations and Procedures shall be ticketed and or towed away at owner's risk and expense.

- F. The vehicle parking areas are to be used only for temporary vehicular parking in connection with the use of the Port's facilities.
- G. Marina users will not store recreational vehicles, travel or boat trailers, or any other personal property in parking areas.
- H. Living in, and/or sleeping in, cars, trailers, RV's or other vehicles in Marina facilities is prohibited.
- I. All vehicles and/or trailers utilizing the seventy-two (72) hour parking areas must have authorization from the Harbormaster and have an annual permit or payment of the daily launch/parking fee for trailers.
- J. Boat trailers will be permitted in launch ramp parking only if attached to the towing vehicle.
- K. The Harbormaster may provide extended parking for tenants who are on extended cruises subject to available parking. Written authorization is required via a permit and must be placed on the dash of the vehicle.
- L. Commercial activities in the Marina require written authorization from the Harbormaster. The Harbormaster may require offsite parking of vehicles involved in the commercial activity due to limited parking space available. (See Section 7 for additional information on Commercial Uses).

2.4 Garbage/Waste

- A. Dumpsters are provided throughout the Marina for the collection of boating generated refuse. All appropriate garbage will be deposited in these containers. No garbage, trash, oil, fuel, debris, or other material, liquid or solid, shall be deposited in the water, on land areas of the Port facilities, or on any floats or piers.
- B. Depositing of non-Marina related refuse in Port containers is PROHIBITED. Violators will be prosecuted and/or subject to civil penalties.
- C. If the Port determines that an individual has caused the Port to spend money to clean up any waste or debris as described above, such costs will be the responsibility of, and charged to, that individual or assessed against his/her vessel subject to being collected as a lien against the vessel and through foreclosure proceedings allowed by law.
- D. Users of the Marina are encouraged to note vehicle license numbers of violators and to **report such incidents** to the Harbormaster's Office.

2.5 Storage

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

2.6 Visitors After-Hours

Only vessel owners and authorized guests are allowed in Marina facilities between 5:00 pm and 8:00 am without prior permission from the Harbormaster. Between 5:00 pm and 8:00 am moorage tenants should make arrangements to meet their guests at the head of the ramp and escort them to their vessel.

2.7 Conduct

- A. Behavior which violates any provision of applicable law, including noise disturbances, is prohibited.
- B. The consumption of alcoholic beverages, except within licensed premises or on private vessels, is prohibited, unless otherwise permitted by the Port. The use of illegal drugs is prohibited in all areas of the Marina.

2.8 Restroom & Shower Facilities

A. *(Specific to Port Angeles Boat Haven)*

Restroom facilities are available to all Marina Users during daylight hours. Only Moorage Tenants are permitted to use the restroom and shower facilities designated "Marina Tenants Only." After hours access to all restroom facilities is limited to Moorage Tenants. Tenants will be issued a security access card to access restrooms, shower and security gates subject to a refundable deposit (as per the current rates and fees). Access cards are for the express use of the tenant and immediate family members. Guests of moorage tenants may use the Tenant facilities only if the Tenant is present in the Marina complex.

B. *(Specific to John Wayne Marina)*

Restroom facilities are available to all Marina Users 8:00 am until 10:00 pm. Shower and Laundry facilities are only available to Moorage Tenants. Tenants will be issued a security access card to access restrooms, shower and security gates subject to a refundable deposit (as per the current rates and fees). Access cards are for the express use of the tenant and immediate family members and are not to be shared. Guests of moorage tenants may use the Tenant facilities only if the Tenant is present in the Marina complex.

2.9 Children

Children under twelve (12) must be supervised by a parent or other responsible adult while on piers and floats and in the parking lot.

2.10 Pets

Pets are not allowed anywhere within the gated Marina complex without written permission of the Harbormaster. All pets must be on a leash and under the owner's control at all times while in the Marina complex. Pet owners are required to clean up after their pets and dispose of the waste in proper waste containers.

2.11 Swimming, Waterskiing, and Scuba Diving:

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

2.12 Signs, Handbills, Flyers & Pamphlets

- A. Distribution of commercial advertising or handbills on vehicles or vessels is not permitted within the Marina complex.
- B. Bulletin boards are provided for the posting of signs advertising materials, products, services, events, etc. related to boats and boating. Postings are allowed for up to sixty (60) calendar days and must be marine related.

2.13 Bicycles, Skateboards, Roller Skates

- A. Riding of bicycles, skateboards, roller skates, or similar vehicles on floats is prohibited.
- B. Riding of bicycles, skateboards, roller skates, or similar vehicles in the Marina and parking areas is prohibited other than for the express purpose of transiting the area.

2.14 Fireworks

Fireworks of any type are prohibited at all times within the Marina complex.

2.15 Hazardous Material Spills

All hazardous material spills (such as oil, diesel, gas, hydraulic fluids, paints, solvents, antifreeze, etc.) must be reported immediately to the U.S. Coast Guard and the Harbormaster. Marina users are responsible for any environmental cleanup assessments and costs caused by their activities.

2.16 Overnight Camping

Overnight camping is not permitted anywhere in the Marina.

2.17 Violation of Rules

The violation of any regulation governing Marina facilities and lands may cause the Port to revoke the privilege of use of such facilities and lands. Violators are subject to exclusion from Port property and further subject to prosecution upon failure to stay off Port property.

2.18 Emergency Assistance

***** CALL 911 FOR EMERGENCY SERVICES *****

3. Vessel Operations

3.1 Vessel Registration

All users of vessels entering the Marina shall promptly register at the Harbormaster Office and pay moorage charges in accordance with these regulations. Failure to comply will result in charges to include all applicable moorage, fees, and penalty charges.

It is the responsibility of all moorage tenants to keep current contact information on file at the Harbormaster's Office including: Mailing address, telephone number and boat registration details.

3.2 Vessel Identification

- A. **Vessel Registration:** All vessels within the Marina must be registered with the State of Washington or their country of origin.

- B. **Vessel Identification:** All vessels in the Marina must have one of the following three (3) current, valid identifications permanently affixed to the hull and clearly visible from the outside:
 - 1) The Federal documented name and number of the vessel listed with the Port; or
 - 2) A Washington State registration decal and numbers; or
 - 3) An official registration from any other state or foreign country.

3.3 Maneuvering

- A. The movement of vessels in moorage areas between piers is permitted only for the purposes of mooring and transit.
- B. The speed limit for vessels in the Marina is four (4) knots or no wake, whichever is less.
- C. Vessels, vehicles, property, gear or equipment must be parked, stored, moored or maneuvered in a safe manner.

3.4 Seaworthiness

Vessels moored in the Marina must be free of hazardous conditions, as determined by the Harbormaster, and ready for cruising in local waters. The Port and/or the Harbormaster do not undertake to enforce workplace safety standards aboard vessels moored at the Marina.

- A. Vessel Owner agrees to grant permission for the on-board inspection of his/her vessel upon reasonable request by the Port; Harbormaster; U.S. Coast Guard Boarding Officer; U.S. Coast Guard Auxiliary Vessel Examiner; or federal, state, or local law enforcement official. Failure to grant such permission may be cause for determination of unseaworthiness and/or termination of moorage.

- B. Vessels which, because of their size, condition, or construction, are deemed by the Port to be hazardous to Port property or other vessels may be denied moorage or have their moorage immediately terminated. In the event of moorage termination, the Owner must remove the vessel from the Marina within five (5) days after the termination notice is personally provided or mailed to the Owner.

Provided, however, that the Port may take, at the Owner's expense, all actions necessary, including hauling the vessel out of the water, if the Port believes that the vessel is in immediate danger of sinking or damaging other property. The Port is not obligated to inspect, nor does the Port warrant or guarantee, the condition or seaworthiness of any vessel.

3.5 *Living Aboard*

Except for those living aboard for less than seven (7) total days in any one month, Port policy requires all Liveaboards to receive written permission of the Port Executive Director or his/her designee. The Executive Director or his/her designee will enforce the rules and regulations for Liveaboards and require written documentation for all Liveaboard approval. (See "Liveaboards" Section 5).

3.6 *Assignment and Subleasing*

Tenants may sublease up to seven (7) months in a twelve-month period, provided that the sublease has been approved and recorded in the Harbormaster's Office. While subleasing, the tenant will continue to receive and be responsible for the moorage bill and charges accrued in connection with the berthage space.

3.7 *Port Use of Vacant Tenant Slips*

The Port of Port Angeles recognizes that the Port Angeles Boat Haven and John Wayne Marina are popular destinations for transient boaters and that it has a strong obligation to be responsive to providing moorage for visiting vessels. For this reason, and in consideration of the safety and security of moorage tenants, any time a leased space will be vacant for an extended period of 48 hours or more; the moorage tenant is required to notify the Marina Office prior to such vacancy with the time and date of departure and the estimated time and date of return. Unoccupied slips will be utilized for transient moorage at the discretion of the Harbormaster. Revenues for transient moorage in unoccupied tenant slips will be collected by the Harbormaster on behalf of the Port of Port Angeles and

the tenant on record will continue to be responsible for regular moorage fees to the Port. The Port recognizes reciprocal agreements exist between Yacht Clubs and will provide appropriate accommodations per these agreements subject to written terms mutually agreed to by the Yacht Club and the Port.

3.8 Discharge of Sewage from Vessel

The Port maintains sewage pump out/dump stations for use by all Moorage Tenants, as well as Guest and Transient Vessel Owners.

- A. The discharge of sewage from toilets or holding tanks into the Marina waters is prohibited. Vessel Owners that discharge sewage into the Marina waters may be subject to termination of their moorage agreement, including the payment of all Port Charges occasioned by the discharge and/or any fine levied against the Port as a result of such discharge.
- B. To prevent the discharge of gray water, the Port encourages the use of shore side facilities.

3.9 Used Oil Disposal

Marina Users changing oil in vessels shall be responsible for the final disposal of the used oil. Used oil recycling stations are available for disposal of uncontaminated used oil only.

3.10 Open Fires Prohibited

Open fires are prohibited in the moorage areas, including cutting torches, welders, wood burning stoves or anything that would constitute a fire hazard.

3.11 Moorage of Vessels

- A. Moorage tenants are responsible for adequate fendering to protect their vessels and adjacent vessels and for securely mooring their vessels with adequate bow, stern and spring lines. Users are also responsible for safe and secure stowage of all vessel running gear, sails and equipment. In the event the Port deems it necessary to re-secure a vessel or its equipment the Port will charge the user for all materials, equipment time and labor used.
- B. Berths may be occupied by one or more vessels; however, each vessel shall be tied alongside the finger float. Vessels shall be securely tied with adequate lines in serviceable condition to prevent breaking loose of the vessel. Double berthing or rafting of vessels will not be permitted unless specifically authorized by the Harbormaster.
- C. Moorage users shall be liable for any damages or injuries resulting from improper mooring of their vessel.

- D. In the event the Port deems it necessary to reposition a vessel or its equipment, the lessee agrees to grant the Port right of access for this purpose. The Port will charge the user for all materials, equipment time and labor used but not less than a minimum administrative charge of \$50.00.

3.12 Use of Floats & Piers

- A. Vessel owners, operators, crew or guests using the Marina are required to keep the pier and the finger float in the vicinity of their vessel clear at all times.
- B. Storage of oily rags, open paints or other flammable or explosive material is not permitted in Marina facilities including boathouses.
- C. Storage of anything on piers or floats is prohibited except in Port leased dock boxes (where provided).
- D. Moorage Tenant shall not place equipment, structures, or other items on the float unless otherwise authorized in writing, nor shall Moorage Tenant alter, add to, damage, or otherwise disturb the float structure.
- E. Dock stairs, when authorized by the Harbormaster, must be of lightweight construction and may not be wider than half the width of the finger float. Dock stairs will not be permitted on any head walk or cross float.
- F. Antennas shall not be affixed to any float, piling, pier, or structure within the Marina complex.
- G. Potable water hoses, washdown hoses, or garden hoses must be stored or in Port leased dock boxes. Hoses are not permitted to be stored on any dock or float.

3.13 Electrical Power

- A. Description
 - 1) Designated berths are provided with 110-volt or 220-volt electrical service.
 - 2) Replacement of burnt out receptacles, due to excessive load use or improper plugs, may result in upgrading of service at the moorage tenants expense as well as the charges for replacing the receptacles.
 - 3) Vessels moved at Port convenience will, if available, be furnished equivalent power outlets at Port's expense.
 - 4) The Port does not guarantee continuity of electric service to any vessel, the characteristics of any service that is provided, or the characteristics of the vessel service circuit breaker or assume

responsibility for any inconvenience, loss or damage caused by any interruptions to electric service.

- B. All service connections between the Port outlets and the vessel, and all utilization equipment upon the vessel shall conform to the applicable city code.
- C. Shore power cords must be secured so that they will not hang into the water or constitute a hazard to pedestrian traffic on the floats.
- D. All shore power connections must be marine grade with cords designed for marine applications.
- E. Shore power cords are to be secured so that they cannot cause damage to receptacles or meter bases.

3.14 Potable Water

Potable water service on the floats is not designed for permanent or fixed connection to boats or boathouses. Potable water should be used as needed for wash-down or to fill tanks, then shut off at the standpipe on the dock and disconnected. Under no circumstances should the potable water service be connected to a boat or boathouse and left on at the dock service valve. Vacuum breakers are installed on each standpipe in accordance with City standards and shall not be tampered with by Marina users or tenants.

3.15 Vessel Maintenance

The Port maintains a “No Discharge” policy in the Marinas. All work on vessels in the water must comply with the Port’s Best Management Practices and Regulations of the State of Washington Department of Ecology. See the Moorage Office for a list of the Port’s Best Management Practices.

- A. Welding or plate burning is not permitted in moorage areas. All hot work must be done at specific docks, as designated by the Port. Hot work permits must be obtained, with payment of associated fees, from the local Fire Marshal for this activity.
- B. Spray painting, sandblasting, grinding, chipping or open sanding is prohibited in the Marina moorage areas.

3.16 Fire Fighting Equipment

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

3.17 Fueling

The fueling of vessels is permitted only at established marine fueling facilities. Fuel shall not be pumped over the piers or docks, except at designated marine fueling facilities. Vessel-to-vessel fuel transfers are strictly prohibited in the

Marina. Transfer of fuel from one container to another container in or on a vessel is considered fueling.

3.18 Dock Carts

- A. (Specific to Port Angeles Boat Haven)
The Port provides gear carts at the head of each pier. Carts shall be promptly returned to their proper storage area immediately after use.
- B. (Specific to John Wayne Marina)
The Port provides gear carts located in the nearest dumpster enclosure to the head pier. Carts shall be promptly returned to their proper storage area immediately after use.
- C. The Port makes no guarantee or representation as to the availability or condition of dock carts.

3.19 Theft / Damage / Injury

- A. The Port (i) does not accept vessels for storage; (ii) shall not be held liable in any manner for the safekeeping or condition of such vessels; and (iii) is not responsible therefore as a warehouseman.
- B. The Port is not responsible or liable for any damages to a vessel, or for the loss of said vessel, or property on such vessel, including tackle, gear, equipment, or other property either upon said vessel or upon the Marina Facilities adjacent thereto, which is not the result of the Port's sole negligence.
- C. Should damage and/or personal injury result from a violation of these Rules, Regulations and Procedures, the person responsible shall be liable to the Port for the damage and costs of collection, including attorneys' fees. Should any damage, other than normal wear and tear, be done to any float or structure, for any reason, by a vessel or vessel owner or operator, the person responsible shall be liable to the Port for the damage and costs of collection, including attorneys' fees.

3.20 Noise

- A. Quiet hours are from 10:00 pm to 7:00 am. Noise levels must be kept to a minimum to avoid disturbing other tenants during quiet hours.
- B. Wind generators may not be used during quiet hours and may be prohibited if they create a nuisance to other tenants from noise.
- C. Use of diesel or gas generators in the Marina is discouraged. When it is necessary to operate a diesel or gas generator, it must not create a nuisance to other tenants from noise or exhaust.

4. Moorage Application & Assignment

4.1 Moorage Assignment

All moorage at the Marinas is assigned through the Harbormaster's Office.

4.2 Moorage Agreement

All moorage users shall either enter into a moorage agreement or be subject to daily transient charges and administrative fees as appropriate.

4.3 Qualification for Moorage Tenant Status

The rental of a boat berth will be approved only if the moorage tenants will moor their boat in the assigned berth. The Port reserves the right not to renew moorage assignments if, (i) the moorage facility has not been appropriately utilized in the Port's judgment, or (ii) the moorage tenant has violated any of the covenants of the moorage agreement or these Rules and Regulations.

4.4 Transient Vessel Registration

- A. Transient moorage for recreational and commercial vessels will be accepted when space is available.
- B. Berth assignment will be made by the Port on its sole judgment and may be changed according to the rates and fees.
- C. All transient vessels must be registered by the owner or operator thereof at the Harbormasters Office immediately upon arrival.
- D. Charges for moorage are due and payable upon registration.
- E. Vessels using transient berths for more than two hours are required to pay a day use fee equivalent to the base transient moorage rate.
- F. Vessels arriving after office hours shall register before 10:00 am the following day.
- G. Transient moorage checkout is 1:00 pm daily. Vessels remaining after checkout time may be charged an additional day's moorage.
- H. Failure to register the vessel in accordance with this Section will result in a penalty charge, which is in addition to moorage charges. In the event a vessel departs without registration and/or payment, the owner and/or operator shall be subject to the extra cost of billing and collecting Port charges.

4.5 Application for Berth Waiting List

- A. A deposit for placement on the waiting list is required and will be applied to the first month's moorage if the berth is accepted. If the berth is

rejected, the deposit is forfeited. The deposit will be according to the current rates and fees.

- B. An annual, non-refundable waiting list registration fee will be charged and must be renewed on an annual basis (calendar year). The registration fee will be according to the current rates and fees.
- C. When a berth is offered and refused, or an applicant cannot be contacted or fails to respond within ten (10) days, or an applicant fails to renew the annual waiting list registration, the listing shall be canceled, and the applicant will have no further right to a berth under the listing.
- D. Applicants are responsible for notifying the Port in writing of any changes in information on the application and providing an alternate contact person for use by the Port if the applicant temporarily cannot be reached at the address and phone number listed on the application.
 - 1) The Port Harbormaster shall notify applicant by telephone. If applicant cannot be reached by telephone;
 - 2) Notice will be sent to applicant by mail and/or email allowing ten (10) days for applicant to respond.
- E. Moorage Tenant must occupy slip with his/her vessel or sublet vessel within ninety (90) days of acceptance of slip assignment. The Port may, in its judgment, assign moorage to a vessel other than pursuant to its order on the waiting list and shall incur no liability for such assignment to any party.
- F. Moorage assignment shall be made by the Port after considering the following:
 - 1) Position on berth waiting list.
 - 2) Compatibility with neighboring vessels.
 - 3) Draft allows for safe moorage.
 - 4) Requirement for specific services provided.

4.6 Contractual Relationship

The Port shall not be deemed to have accepted the vessel or personal property of the Moorage Tenant as a warehouseman or for storage. Nothing in these tariffs or in the written agreement between a Moorage Tenant and the Port shall be construed as creating a bailment relationship between the parties. The Port shall not be held liable for any damage to or loss of any personal property or the Moorage Tenant's vessel or for any injury to the Moorage Tenant or invitees for any cause whatever, upon the Port premises or adjacent thereto, except for the negligence of the Port.

4.7 Moorage Tenant Responsibility

Moorage Tenant shall keep the rented berth and adjacent float area neat and clean at all times and shall not dump or discharge waste, petroleum products, garbage or other pollutants into the waters of the Marina. Moorage Tenant shall at all times comply with Federal, State, and County laws, ordinances and regulations.

4.8 Use of Moorage

- A. Use of a float is in common with others and Moorage Tenant shall not place equipment, structures, or other items on the float, unless otherwise authorized in writing, nor shall Moorage Tenant alter, add to, damage, or otherwise disturb the float structure. No bumper materials shall be fastened to a float structure without the Port's prior approval.

- B. Living aboard boats for periods in excess of seven (7) total days in one thirty (30) day period is prohibited except pursuant to a special permit from the Port. Prior to being granted such permit, prospective Liveaboard must agree to comply with separate regulations as deemed appropriate. (See procedure for "Liveaboards" Section 5).

- C. No commercial or industrial use of the moorage floats at the Marina will be allowed without the written permission of the Harbormaster.

4.9 Assignment or Transfer

Moorage space, once assigned, may not be assigned or sublet by the Moorage Tenant without written approval of the Port. The Port agrees that its consent to a moorage assignment will not be unreasonably withheld if the assignee is a bona fide purchaser of the Moorage Tenant's vessel identified in the berthage agreement and that assignee will agree that no other vessel may be moored in the berth for a period of one year and Moorage Tenant and proposed assignee are not in default in the payment of any rent under this lease or any other lease, or not otherwise in default.

4.10 Subleasing

Tenants may sublease up to seven (7) months in a twelve (12) month period, provided that the sublease has been approved and recorded in the Marina office. While subleasing, the tenant will continue to receive and be responsible for the moorage bill and charges accrued in connection with the berthage space.

4.11 Emergency Port Service

In the event a vessel moored in the berth is, in the sole judgment of the Port, subject to loss, destruction, or damage from any cause, or if the vessel is in a condition which is causing or threatens to cause damage to Port facilities, or other vessels, or is discharging or threatening to discharge pollutants into marine waters, the Port may, but is not required to, carry out procedures which the Port deems reasonable to prevent any such loss, destruction, damage, or pollution.

These procedures may include boarding the vessel and inspecting the same and/or moving the vessel ashore for storage within properties under the Port's control or for storage with private persons under the Port's control as bailees of the Port without prior notice to the Moorage Tenant.

Any costs so incurred by the Port shall be for the order of the Moorage Tenant and the Moorage Tenant shall hold the Port harmless from all such costs or expenses so incurred. For the purpose of carrying out any procedures as contemplated by this item and/or for the purposes of incurring any expenses as hereinabove contemplated, the Moorage Tenant does hereby constitute the Port as his/her attorney-in-fact and does hereby hold the Port harmless from any loss, destruction, or damage to the vessel and the personal property located thereon. The authority granted in this shall be exercised only at times when, in the sole judgment of the Port, an emergency is deemed to exist, and such authority may be carried out without notice to the Moorage Tenant.

When a vessel moored to Port facilities is in imminent danger of sinking due to water in the vessel, the Port, at its sole discretion, may provide an emergency pump-out service to protect its facilities from contemplated damages caused by a vessel sinking. This pump-out service shall be for the Moorage Tenant's account and said Moorage Tenant shall hold the Port harmless from all such costs or expenses so incurred.

The Moorage Tenant shall be given written notice by the Port of any emergency service expenses which shall be due within thirty (30) days of said notice.

4.12 Nuisance

If, in the opinion of the Port's Executive Director and/or his/her assigned subordinates, a moored vessel is a nuisance, the vessel may be moved ashore for storage within properties under the Port's control or for storage with private persons under the Port's control as bailees of the Port. Costs of such procedure shall be paid by the Moorage Tenant. This procedure may be used if a Moorage Tenant mooring or storing a vessel at the Marina fails, after being given a fifteen (15) day advance written notice that the vessel is creating a nuisance and that failure to comply will result in the vessel being moved ashore at Moorage Tenant's expense, to abate that nuisance. Notification shall be by registered or certified mail to the Moorage Tenant at his last known address. In the case of a transient vessel, or where no address was furnished by the Moorage Tenant, the Port need not give such notice prior to moving the vessel ashore. Removal of a vessel under these conditions does not establish a bailment.

The Moorage Tenant shall be given written notice by the Port of any moving or storing expenses associated with moving the vessel ashore and storing the vessel ashore which shall be due within thirty (30) days of said notice.

5. Liveboards

5.1 General

- A. The Port of Port Angeles authorizes a limited number of boaters the privilege of living aboard their boats in the Marinas.
- B. Persons living aboard their boat in the Marinas must satisfy a security purpose, which is beneficial to the Port of Port Angeles.
- C. Liveboards must be willing to report hazards, suspicious incidents and danger as a part of the responsibility of being a Liveboard.
- D. Boats used for the sole purpose of living aboard will not be permitted in the Marinas. Permission to live aboard a vessel shall not be construed to create a landlord/tenant relationship under Chapter 59.18 RCW.
- E. Floating homes will not be permitted in the Marinas.

5.2 Procedure

- A. Except for those living aboard for less than seven (7) days in any thirty (30) day period, Port policy requires all Liveboards to receive written permission of the Port Executive Director or his/her designee. The Executive Director or his/her designee will enforce the rules and regulations for Liveboards and require written documentation for all Liveboard approval.
- B. Prospective Liveboard tenants must complete a Liveboard Permit Application and provide three character references who can attest to the applicant's suitability as a steward of the Marina facilities. A moorage history abstract will also be required providing contact information for all permanent moorages leased over the last three years. The Harbormaster will determine an applicant's eligibility for Liveboard status based on the following criteria.
 - 1) Applicant's ability to fulfill a security purpose to the Marina.
 - 2) No history of rules violations in previous moorages.
 - 3) Previous accounts in good standing.
 - 4) Background investigation.
- C. A waiting list for Liveboard status will be maintained in the Harbormaster's Office following the criteria outlined in Section 4.5 (Application for Berth Waiting List) of these rules.
- D. Liveboard tenants shall be identified as Permanent Liveboards and Temporary Liveboards.

- E. **Permanent Liveboards** shall be defined as any tenant who maintains a boat as his/her primary residence.
- F. **Temporary Liveboards** shall be defined as any Marina tenant who lives aboard his/her boat for less than four (4) months in any calendar year.
- G. Temporary Liveboards shall be authorized on a case-by-case basis by the Executive Director or his/her designee. At a pre-arranged scheduled time, all Liveboard tenants must present their boat to the Harbormaster at the designated float on an annual basis for inspection and renewal of the Liveboard authorization.

5.3 Liveboard Requirements

- A. Moorage rates for vessels being used as residences are charged pursuant to the Port's Tariff including a Liveboard Permit Fee.
- B. The Port may conduct a seaworthiness inspection before authorization to Liveboard is given. Included in the seaworthiness inspection may be an inspection of the vessel's marine sanitation device ("MSD"). All Live-Aboard Vessels must have an approved Type III MSD.
- C. Families with small children are discouraged from living aboard their vessels because of the lack of recreational opportunities, facilities, and the inherent safety hazards. Children under the age of twelve (12) must be accompanied by a responsible adult while on piers and floats. The Port takes no responsibility for providing for the safety of children while on Port property and facilities. A child's physical safety is the sole responsibility of the parent or guardian.
- D. Vessels must, at all times, meet all federal, state, and local laws, rules and regulations, which include those pertaining to navigational and safety equipment.
- E. Any individual who lives aboard must first fill out a Liveboard Agreement at the Marina Office. The Liveboard Agreement must be renewed annually. It is the sole responsibility of the individual who lives aboard to renew his or her Liveboard Agreement.
- F. Complaints concerning liveboard behavior may result in the termination of the Liveboard Agreement and/or the right to moorage at the Marinas.
- G. Liveboards must provide proof of ownership to the Port that they own the vessel in which they are residing.

- H. Liveboards must establish a post office box or make other arrangements for mail delivery. The Marina Office will not accept liveboard mail.
- I. Vessels shall not connect directly to the dock water supply; an air gap shall be maintained at all times. During the winter months, water valves to the docks may be shut off to prevent the lines from freezing.

5.4 Revocation of Liveboard Privilege

Liveboards will comply with all Marina Rules and Regulations, including payment of Liveboard Fees. Violation of rules and regulations may result in permission to liveboard being withdrawn. Failure to vacate the vessel as a Liveboard within twenty (20) calendar days of receiving written notice of withdrawal of permission to liveboard may result in termination of the marine berthage agreement for the vessel.

5.5 Liveboard Parking

Liveboard tenants are allowed one vehicle in the permit parking areas. Additional vehicles must be parked in the public parking areas, and the number of vehicles allowed will not exceed one vehicle per licensed driver living aboard.

6. Boathouses *(This section applies only to Port Angeles Boat Haven)*

Boathouses are prohibited at John Wayne Marina.

6.1 Moorage Agreement

The Port considers a boathouse a vessel and therefore requires that boathouse owners shall enter into the Port's regular moorage agreement. Moorage rates for boathouses will be based on the length of the boathouse plus one-half ($\frac{1}{2}$) the width times the corresponding rate per foot.

6.2 Use

A boathouse shall be constructed, configured and used for storing and maintaining vessels. Boathouses must have an opening to the waterway to allow quick and easy egress for the vessel inside. Boathouses may not be used as a dwelling or for any purpose other than storing and maintaining vessels.

6.3 Liability

Should a boathouse, through any method or means, cause destruction or damage to any other boathouse, vessel, person(s) or other properties in the Marina the owner of said boathouse shall bear sole responsibility and liability for resulting damages.

6.4 Damage or Destruction

- A. In the event of damage to, or destruction of, any boathouse by fire or other casualty which renders the boathouse uninhabitable, the owner shall

promptly, at his/her expense have the boathouse and all personal property removed within seven (7) days after the event or as approved in writing by the Port.

- B. In the event of such an occurrence, the Port will endeavor to provide regular moorage for the tenant's boat.

6.5 Boathouse Policies

A. Policy Statement

In an effort to standardize the appearance and construction of private boathouses, for the purpose of Marina safety and aesthetics, the Port of Port Angeles has established guidelines for the remodeling or reconstruction of these facilities. All boathouse owners must comply with these guidelines. Any boathouse owner in violation of safety and appearance regulations will be contacted by Marina Management and appropriate corrections will be made in accordance with established guidelines.

B. Responsibilities of Boathouse Owner

- 1) The exterior appearance of the boathouse must be kept neat and owner will paint boathouse when the appearance dictates such action. All boathouses are to be painted Champion Metal grey or have silver/gray aluminum or galvanized steel siding. Existing boathouses that are beige or blue will be grandfathered until they need repainting. When repainted, they shall be Champion Metal grey. All boathouse roof material will be white or match the boathouse siding. Skylights or sidelights will be clear or translucent white. A clear and unobstructed window on the dockside shall be installed on all boathouses, and the recommended window size is 24" wide x 36" high. The window may be in the personnel door or on the face of the boathouse.
- 2) Adequate flotation must be installed and maintained to ensure the stability of owner's boathouse and the safety of neighboring boathouses.
- 3) The boathouse owner is responsible for supplying and maintaining the weatherhead and wire for connection to the main power source. All wiring shall be installed in accordance with the applicable City code and, inspected and approved by the City's Electrical Inspector before connection to the main power source.
- 4) Installation and upkeep of the water hose or other connection to the main water line will be the responsibility of the boathouse owner. No permanent connection to the Port water mains will be allowed. Connections to the water service shall be disconnected when water tanks have been filled.

- 5) The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for attachment to the dock and must be approved by Harbormaster. The boathouse must have adequate structural capabilities to accept berthage attachments.
- 6) Repair and replacement of piling and piling rub blocks, attached at the rear of the boathouse, are the responsibility of the boathouse owner.
- 7) Removal of snow build-up from rooftops of private boathouses will be the responsibility of the boathouse owner.
- 8) No part of the boat will extend beyond the boathouse enclosure.
- 9) Boathouse owners, upon request, will provide the Harbormaster and the Port Angeles Fire Department access to their boathouses for the purpose of fire and safety inspection, compliance with environmental regulations and moorage compliance.
- 10) Boathouse owners shall comply with these standards not later than three (3) years from date of adoption by the Port of Port Angeles Commission. Failure to meet these standards may result in cancellation of moorage agreement.

C. Responsibilities of Port

- 1) The Port will be responsible for supplying and maintaining the main power source.
- 2) The Port will be responsible for maintaining water lines on the docks.
- 3) The Port will be responsible for providing connectors on the float for attaching the boathouse to the dock. The Port will execute emergency repairs to boathouse attachments/chains, or will make such repairs on request, at the expense of the boathouse owner.

D. Compliance with Regulations

- 1) A boathouse owner shall maintain his/her boathouse in a safe and attractive condition, consistent with the Port's regulations, policies and procedures. When complaints or discrepancies arise, the Harbormaster should be informed. He may either resolve the issue directly, or may refer the matter to the Marina Manager or Executive Director for final resolution.

E. Residency Restriction

Boats used for the sole purpose of living aboard will not be permitted in the Boat Haven. Permission to live aboard a vessel for security purposes

shall not be construed to create a landlord/tenant relationship under Chapter 59.18 RCW.

F. Rebuilding, Remodeling or Replacement

The rebuilding, exterior remodeling or replacement of private boathouses must be approved in advance, in writing, by the Port Executive Director. A copy of shop drawings must accompany all requests to rebuild or remodel privately owned boathouses. The City of Port Angeles Building Department requires building permits for new construction or remodels. Copies of required permits shall be provided to the Port before construction or repairs are undertaken.

6.6 Boathouse Specifications

A. Authorization to Build

Detailed engineering plans, stamped by a Civil Engineer licensed in the State of Washington, must be submitted to the Port. Plans must be approved in writing by Port Executive Director. Failure to acquire prior authorization from the Port's staff may result in work stoppage and possible eviction. Authorization to build given by the Port shall not guarantee any minimum tenancy and shall not create any warranty implied or otherwise. All tenancies for boathouses and berthage are terminable per the moorage agreement.

B. Building Codes

All construction involving private boathouses shall conform to applicable codes of the City of Port Angeles and the Shoreline Management Act.

C. Building Guidelines

- 1) Electrical. The boathouse owner will supply the weatherhead and wire for connection to the main power source. All interior wiring will comply with the electric code adopted by the City of Port Angeles. The Port will supply and maintain the main power source. Service will be limited to what is available on the dock and in most cases cannot be upgraded.
- 2) Waterline Connection. The Port will be responsible for waterlines on the docks.
- 3) Structure. Boathouse owners are responsible for the structural, flotation and general engineering requirements for the boathouse.
- 4) Roofing and Siding. Materials shall be galvanized steel, aluminum, or industrial corrugated sheet metal, with a minimum thickness that complies with the building code adopted by the City of Port Angeles. All siding shall be installed vertically or in accordance with the manufacturer's recommendations. Roof trusses shall

comply with the building code adopted by the City of Port Angeles with roof pitch (gable) no less than a 4/12 grade.

- 5) Decking. Deck and flotation supports shall be treated with an approved wood preservative. Interior decking shall be minimum 3/8" plywood.
- 6) Flotation. For new construction, flotation shall be (as a minimum) encapsulated expanded polystyrene with minimum density of one pound per cubic foot and a minimum buoyancy of fifty-five pounds per cubic foot. Flotation must be permanently affixed to the underside of the boathouse. For repairs or retrofit, alternative flotation will be evaluated on a case-by-case basis.
- 7) Entrance Door. The entrance door shall consist of a roll-up, folding or interior track door and will be fully closeable to within one (1) foot of the water's surface. No outward opening barn door type will be approved. Doors shall be the same color as the building exterior or an approved equal. Fabric doors shall be American Clayworks PAK Knit Shade Fabric, Knit White, or an approved equivalent. Vinyl fabric or tarps are not an approved alternative.
- 8) Piling Rub Blocks. Rub blocks at the rear stabilizer piling shall be installed on all boathouses with existing adjacent pilings.
- 9) Piling/Collars. In the event the Port determines that the new or remodeled boathouse requires the addition, extraction or relocation of a stabilizer piling, or the installation of a collar or other attachment device to connect the boathouse to the piling, such alteration(s) will be the responsibility of the boathouse owner, at their risk and expense. The Port will be responsible for these improvements if the Port relocates boathouses for the Port's convenience.

7. Commercial Use

Commercial use of Marina facilities, including moorage areas, launch ramps, parking areas, and all vessels or vehicles therein, must be authorized by the Harbormaster. Requests to conduct commercial activities in the Marina shall be presented to the Harbormaster in writing. Each application for commercial use shall include a copy of a valid business license, proof of insurance of not less than five hundred thousand dollars (\$500,000.00) general liability and description of their business activities. If the commercial use is approved the applicant will be required to sign a hold harmless agreement and provide a certificate of insurance with the Port of Port Angeles named as additionally insured. Commercial use proposals will be reviewed on a case-by-case basis and must not interfere with common use of moorage facilities. The Port may, in its sole discretion, waive or amend these requirements as they pertain to transient commercial uses. Any authorization herein provided shall be in writing and are subject to appropriate fees per the current rate and fee structure. Commercial

users may be required to obtain a license or permit from the City of Port Angeles when appropriate.

A. No commercial use of the moorage floats at the Marina will be allowed without written approval from the Harbormaster, except as herein provided:

- 1) Commercial vessels which are paid permanent or transient tenants of the Marina and whose accounts are in good standing, may, by separate agreement with the Port and by payment of an annual (calendar year) use fee and a refundable clean-up deposit, load and unload equipment, cargo or catch at the following locations only:
 - a) The breakwater float at the water entrance to John Wayne Marina.
 - b) The designated area of the launch ramp at John Wayne Marina.
 - c) The work float at Port Angeles Boat Haven.
- 2) No commercial boat will lay at a designated loading/unloading area for more than one (1) hour in any twenty-four (24) hours while loading or unloading unless approval has been given in advance by the Harbormaster.
- 3) Commercial catches or cargo will be loaded or unloaded in substantial leak-proof or plastic containers of no more than 40-gallon capacity; and
- 4) Commercial operators shall be required to leave the loading/unloading areas and approaches in a clean, undamaged condition.
- 5) Use of the work float at Port Angeles Boat Haven should be scheduled in advance with the Marina Office. Scheduled activities will take priority over unscheduled use of the dock. Daily transient electrical rate will be charged for use of electricity at work dock.
- 6) Marina dock carts are NOT to be used for transporting commercial products, including but not limited to, loading or unloading of bait, catch, or cargo.

The Port or its agents shall be the sole judge of the necessity for, or the reasonableness of, clean-up activities after commercial loading or unloading operations and may apply as much of the clean-up deposit for that purpose as deemed by the Port or its agents as appropriate. Commercial loading and unloading is a privilege separate and apart from moorage tenancy and commercial privileges may be permanently revoked upon any failure to comply with these rules or upon any conduct requiring the Port to apply any part of a clean-up deposit for that purpose.

- B. Commercial seafood buyers conducting business on Marina premises must enter into a Commercial Seafood Buyer Agreement with the Port and pay an annual (calendar year) Seafood Buyer Permit fee per the current Port Rates and Fees.
- C. The Port may approve other incidental commercial activity, upon request, which in the Port's judgment does not interfere with common use of the moorage floats by other tenants. All commercial activity is a privilege separate and apart from moorage in the Marina and commercial privileges may be permanently revoked.
- D. Compatible commercial activities may include:
 - 1) Charter boat operations (fishing, sightseeing, dive charters, dinner cruise)
 - 2) Launch services
 - 3) Harbor tugs
 - 4) Oil spill response
 - 5) Freight, cargo, fisheries, loading and offloading
 - 6) Seafood sales
 - 7) Boat brokerages
 - 8) Marine repairs
- E. Non-compatible commercial activities include but are not limited to:
 - 1) Bed and Breakfast Charters
 - 2) Charters that do not leave the Marina

8. Collection of Port Charges

Moorage charges must be paid in advance on monthly receipt of invoice. Moorage charges will be based on overall length per lineal foot per month, length of slip or vessel whichever is greater.

Barges, boathouses, and multi-hull charges will be based on overall length plus one-half (1/2) the width per lineal foot. Short term transient charges will be a flat fee per day and must be paid in advance

Invoices covering all charges are due and payable in full upon presentation unless otherwise specified. Any invoice issued for any charge remaining unpaid for a period of fifteen (15) days after presentation is subject to an interest charge of one percent (1%) per month on the unpaid balance from date of original

invoice. Payments will be accepted at the Harbormaster's Office; or Port Administration Office, 338 West First Street, Port Angeles; or by mail:

Port Angeles Boat Haven:

Port Angeles Boat Haven
832 Boat Haven Drive
Port Angeles, WA 98363

John Wayne Marina:

Port of Port Angeles
P.O. Box 1350
Port Angeles, WA 98362

An account that is sixty-one (61) days past due will have an additional Late Fee charge added. The Late Fee will be fifty dollars (\$50.00) per month for each and every month an invoice is overdue by more than sixty-one (61) days. This Late Fee will be in addition to the interest imposed in paragraph three of this section of the Rules and Regulations.

In addition, any check returned to the Port because of Insufficient Funds will be charged an additional fifty dollars (\$50.00) to the outstanding balance of the tenant.

A. Procedures

- 1) The Port's Executive Director and/or his/her assigned subordinates are authorized to take reasonable measures, including the use of chains, ropes, and locks, or removal from the water, to secure vessels within the moorage facility so that the vessels are in the possession and control of the Port and cannot be removed from the moorage facility. These procedures may be used if an owner mooring or storing a vessel at the moorage facility, after being given a fifteen (15) day advance written notice that charges are owing, that the owner has a right to commence legal proceedings to contest that such charges are owing and that failure to comply will result in the vessel being seized by the Port, fails to pay the Port charges owed or to commence legal proceedings. Notification shall be by registered or certified mail to the owner at his last known address as evidenced by the moorage agreement. In the case of a transient vessel, or where no address was furnished by the owner, the Port need not give such notice prior to securing the vessel. At the time of securing the vessel, an authorized Port employee shall attach to the vessel a readily visible notice. The notice shall be of a reasonable size and shall contain the following information:

- (a) The date and time the notice was attached;

- (b) A statement that if the account is not paid in full within ninety (90) days from the time the notice is attached, the vessel may be sold at public auction to satisfy the Port charges; and
- (c) The address and telephone number where additional information may be obtained concerning the release of the vessel.

After a vessel is secured, the Port shall make a reasonable effort to notify the owner by registered or certified mail in order to give the owner the information contained in the notice.

- 2) The Port's Executive Director and/or his/her designee are authorized at their discretion to move vessels ashore for storage within properties under the Port's control or for storage with private persons under the Port's control as bailees of the moorage facility if the vessel is, in the opinion of the Port, a nuisance, if the vessel is in danger of sinking or creating other damage, or is owing Port charges. Costs of any such procedure shall be paid by the vessel's owner.
- 3) If a vessel is secured under subsection A.1 of this section, or is moved ashore under subsection A.2 hereof, the owner who is obligated to the Port for Port charges may regain possession of the vessel by:
 - (a) Making arrangements satisfactory with the Port for the immediate removal of the vessel from the moorage facility or for authorized moorage
 - (b) Making payment to the Port of all Port charges, or by posting with the Port a sufficient cash bond or other acceptable security to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall receive as much of the bond or other security as is agreed, or is necessary to satisfy any judgment, costs and interest as may be awarded to the Port. The balance shall be refunded immediately to the owner at his last known address.
- 4) If a vessel has been secured by the Port under subsection A.1 of this section and is not released to the owner under the bonding provisions of subsection A.4. of this section within ninety (90) days

after notifying or attempting to notify the owner under subsection A.1 of this section, the vessel shall be conclusively presumed to have been abandoned by the owner.

- 5) If a vessel moored or stored at a moorage facility is abandoned, the Port may, by resolution of its Commission, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as follows:
 - (a) Before the vessel is sold, the owner of the vessel shall be given at least twenty (20) days notice of the sale in the manner set forth in subsection A.1 of this section if the name and address of the owner is known. This notice shall contain the time and place of sale, a reasonable description of the vessel to be sold, and the amount of Port charges owed with respect to the vessel. The notice of sale shall be published at least once, more than ten (10) but not more than twenty (20) days before the sale, in a newspaper of general circulation in the county in which the moorage facility is located. Such notice shall include the name of the vessel, if any, the last known owner and address, and a reasonable description of the vessel to be sold. The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale;
 - (b) Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in the superior court for the county in which the vessel was impounded to contest the validity of the impoundment or the amount of the Port charges owing. Such lawsuit must be commenced within ten (10) days of the date the notification was provided pursuant to subsection A.1 of this Section, or the right to a hearing shall be deemed waived and the owner shall be liable for any Port charges owing the Port. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.
 - (c) The proceeds of a sale shall first be applied to the payment of Port charges. The balance, if any, shall be paid to the owner. If the owner cannot, in the exercise of due diligence be located by the Port within one (1) year of the date of sale, the excess funds from the sale shall revert to the derelict vessel removal account established in RCW 79.100.100. If the sale is for a sum less than the applicable Port charges, the Port is entitled to assert a claim for deficiency.
 - (d) In the event no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are

not made within ten (10) days of sale, title to the vessel will revert to the Port.

- 6) That which is set forth in this Section is enforceable only if the Port has had these regulations conspicuously posted at the moorage facility where it wishes to enforce said regulations at all times.
- 7) Nothing hereinbefore contained in this Section may be construed as a limitation of any rights, privileges, or remedies previously or hereinafter existing under any applicable laws affecting the Port.

B. Reinstatement of Overdue Account

A tenant who has been sent to collections or has been seriously delinquent (secured pursuant to A.1 of this Section) may be reinstated as a moorage tenant if they meet certain conditions and requirements:

- 1) Probationary period: The account must be prepaid three (3) months in advance for twelve (12) months following the date of reinstatement.
- 2) Any missed payments during probationary period will be cause for termination of moorage agreement.
- 3) Refundable clean-up deposits may, at the sole discretion of the Port, be applied to reduce the balance of delinquent accounts, (those more than sixty (60) days past due).

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