



Chapter 100 – Facilities

100.010. Purpose 1

100.020. Storage Lot 1

100.030. Drainage Utility 1

100.040. Roads Utility..... 2

100.050. Sewer Utility..... 2

100.060. Water Utility..... 2

 100.060.010 Water Utility Service 2

 100.060.020 Cross Connection Control Program..... 2

100.070. Marina..... 4

 100.070.010 Introduction..... 4

 100.070.020 Definitions 5

 100.070.030 Admission of vessels to the marina 5

 100.070.040 Slip assignments 5

 100.070.050 Conditions for moorage slip rental 6

 100.070.060 Moorage slip rents 6

 100.070.070 Marina tenancy 7

 100.070.080. Outside contractors 7

 100.070.090. Termination of leases..... 8

 100.070.100 Marina Dumpsters..... 8

Forms

 Storage Lot Lease Agreement..... 9

 Water Service Agreement..... 11

 Marina Moorage Lease Agreement 13

 Marina Rules and Regulations..... 15

 Marina Liveaboard Application/Permit..... 18

100.010. Purpose

The facility policies shall provide for the management and administration of the various Shelter Bay Community facilities and utilities as provided by this chapter and in accordance with local, state and federal law.

100.020. Storage Lot

- A. Shelter Bay Community, Inc. is the owner of a Storage Lot. Shelter Bay Community members, associate members, and non-resident Marina tenants in good standing may lease space within the Storage Lot upon the execution of a Storage Lot Lease Agreement (which agreement is attached to and a part of this section).
- B. The Shelter Bay Community, Inc. Manager is responsible for administration of the Storage Lot and shall:
 - 1) Ensure the Storage Lot is maintained in a reasonable manner.
 - 2) Issue Storage Lot Lease Agreements.
 - 3) Ensure lessee compliance with the Lease Agreement.
 - 4) Recommend any revisions in space rental rates to the Board of Directors.

(Res. 16-03, 2/17/16; Res. 18-13, 8/15/18; Res. 19-04, 3/20/19)

100.030. Drainage Utility
(Reserved for Future Use)



100.040. Roads Utility
(Reserved for Future Use)

100.050. Sewer Utility
(Reserved for Future Use)

100.060. Water Utility

100.060.010 Water Utility Service

- A. Shelter Bay Community, Inc. is the purveyor of water within Shelter Bay and is responsible for distribution system operation, maintenance, and improvements.
- B. Shelter Bay Community, Inc. Members connecting to the water distribution system shall have an up-to-date Agreement for Water Service (which agreement is attached and a part of this section) under which they agree to install and maintain their plumbing system in compliance with the most current edition of the Plumbing Code and the Washington State Administrative Code (WAC) as it pertains to the prevention of potable water system contamination, prevention of pressure surges and thermal expansion in water piping.
- C. Members agree, within 30 days of Shelter Bay’s request, to install, test, maintain, and/or repair in accordance with the Cross Connection Control Program a reduced pressure backflow assembly or double check backflow assembly, or detector derivative thereof, on the service pipe immediately downstream of the water meter; and to report, within 30 days, the results of all tests and repairs to their backflow prevention assemblies and making any change to the plumbing system.
- D. Members agree not to make a claim against Shelter Bay for damages in case of water pressure variations or the disruption of water supply for water system repair, routine maintenance, power outages, and other conditions normally expected in the operation of a water utility system.
- E. Members agree to pay their water billing within 30 days from the date of billing.
- F. If members breach these agreements, Shelter Bay will mail a notice of such breach and may terminate water service 30 days later if such breach is not remedied. In the event legal action is required to enforce these agreements, the substantially prevailing party shall be entitled to reimbursement of all its costs and expenses including but not limited to reasonable attorney’s fees.

100.060.020 Cross Connection Control Program

- A. As the water purveyor, it is the responsibility of Shelter Bay Community, Inc. to provide water that meets Washington State quality standards to prevent the contamination of the potable water supply from the source of supply to the member’s connection to the meter.
- B. The Community Manager shall establish and enforce a Cross Connection Control Program per Washington State Department of Health (DOH) requirements as cross connections within a member plumbing system pose a potential source for contamination of the water supply system.
- C. The Community Manager shall ensure that at least one member of the Maintenance Department is certified as a Cross Connection Control Specialist (CCS) to assist in developing and implementing the Cross Connection Control Program.
- D. The objectives of the Cross Connection Control Program are to:
 - 1. Reasonably reduce the risk of contamination of the public water distribution system.
 - 2. Reasonably reduce Shelter Bay’s exposure to legal liability arising from the backflow of any contaminant originating from the member’s plumbing system and then supplied to other customers.
 - 3. Provide water utility members with educational media on backflow/back siphonage hazards and identification.



- E. The Cross Connection Control Program shall recognize that the member's plumbing system, starting from the termination of the Community's water service connection pipe, is considered a potential high hazard requiring the isolation of the plumbing by a Community approved, member installed and maintained, reduced pressure backflow assembly (RPBA) or detector derivative thereof. The RPBA shall be located at the end Shelter Bay's water service immediately downstream of the meter.
- F. As part of the Cross Connection Control Program, Shelter Bay will perform a survey to discern the potential for contamination of the water system through unprotected cross connections. The survey will help to determine if any special plumbing or activities at the lot may pose an elevated risk of contamination of the water distribution system. Upon assessment of the risk of contamination posed by the member's plumbing system and use of water, Shelter Bay will determine the need for installation of a RPBA or may allow a member to connect to the water meter without an approved RPBA.
- G. Shelter Bay water service will be provided based on the following terms and limitations:
1. Member agrees to take all measures necessary to prevent the contamination of the plumbing system within his premises and Shelter Bay's water distribution system that may occur from backflow through a cross connection. These measures will include the prevention of backflow under any back pressure or back siphonage condition, including the disruption of supply from Shelter Bay's system that may occur by reason of routine maintenance or during emergency conditions, such as a water main break.
 2. Member agrees to install, operate and maintain at all times his plumbing system in compliance with the Plumbing Code and Washington State Administrative Code (WAC) as they pertain to the prevention of contamination, and protection from thermal expansion due to a closed system that could occur with the present or future installation of backflow preventers on the member's service and/or at plumbing fixtures.
 3. For cross connection control or other public health related surveys, the member agrees to provide free access for employees or agents of Shelter Bay to all parts of the premises during reasonable working hours of the day for routine surveys, and at all times during emergencies.
 4. Member agrees to:
 - a. Have his backflow assembly tested upon installation, annually thereafter or when requested by Shelter Bay, and after repair and after relocation.
 - b. Have all testing done by a Shelter Bay approved and DOH currently certified Backflow Assembly Tester (BAT).
 - c. Have the backflow assembly tested following the DOH approved procedures.
 - d. Submit the results of the test(s) to Shelter Bay on the DOH approved test report form within the time specified.The member agrees to bear all costs for the aforementioned installation, testing, repair, maintenance and replacement of the RPBA or derivative thereof installed to protect Shelter Bay's water distribution system.
 5. Prior to the provision of water service, the member agrees to submit plumbing plans and/or a cross connection control survey of the premises. The survey shall assess the cross connection hazards and list the backflow prevention provided within the premises. The results of the survey shall be submitted to Shelter Bay prior to turning on water service. The cost of the survey shall be borne by the member.
 6. Member agrees to obtain Shelter Bay's prior approval for all changes in water use, alterations or additions to the plumbing system, and shall comply with any additional requirements imposed for cross connection control.



7. Member agrees to immediately notify Shelter Bay of any backflow incident occurring within the premises (i.e., entry into the potable water system of any contaminant or pollutant) and shall cooperate fully with Shelter Bay to determine the reason for the incident.
8. Member acknowledges Shelter Bay’s right to discontinue water supply within 72 hours of giving notice, or a lesser period if required to protect public health, if the member fails to cooperate in the survey of premises, in the installation, maintenance, repair, inspection, or testing of backflow prevention assemblies as required by Shelter Bay, or in Shelter Bay’s effort to contain a contaminant or pollutant that is detected in the member’s system. Without limiting the generality of the above, in lieu of discontinuing water service, Shelter Bay may install a backflow assembly on its service pipe to provide premises isolation, and recover all of its costs for the installation and subsequent maintenance and repair of the assembly, appurtenances, and enclosure from the member as fees and charges for water. Failure to pay these fees and charges may result in termination of service in accordance with Shelter Bay’s financial policies.
9. Member agrees to indemnify and hold harmless Shelter Bay Community, Inc. for all contamination of the member’s plumbing system or Shelter Bay’s water distribution system that results from an unprotected or inadequately protected cross connection within his premises. The indemnification shall pertain to all backflow conditions that may arise from the Shelter Bay’s suspension of water supply or reduction of water pressure, recognizing that the air gap separation otherwise required would require the member to provide adequate facilities to collect, store and pump water for his premises.
10. Member agrees that, in the event legal action is required and commenced between Shelter Bay and the member to enforce the terms and conditions of this policy, the substantially prevailing party shall be entitled to reimbursement of all its costs and expenses, including but not limited to reasonable attorney’s fees.
11. Member acknowledges that Shelter Bay’s survey of the premises is for the sole purpose of establishing the minimum requirements for the protection of the public water supply system, commensurate with the assessment and degree of hazard. It shall not be assumed by the member, or any regulatory agency, that the survey, requirements for the installation of backflow prevention assemblies, lack of requirements for the installation of backflow prevention assemblies, or other actions by Shelter Bay personnel constitutes approval of the member’s plumbing system, or an assurance of the absence of cross connections therein.
12. Member acknowledges the right of Shelter Bay, in keeping with changes to State regulations, industry standards, or Shelter Bay’s risk management policies, to impose retroactive requirements for additional cross connection control measures.

(Res. 16-01, 1/20/16)

100.070. Marina (Res. 18-12, 8/15/18)

100.070.010 Introduction

The Shelter Bay Community Marina policies are intended to provide a guide for day-to-day marina operations. Included in the policies are definitions, admission of vessels to the marina, moorage slip assignments, moorage slip rental conditions, moorage slip rent, marina tenancy, outside contractors and termination of lease. The Shelter Bay Marina business office and physical location is: 1000 Shoshone Drive, La Conner, Washington 98257.

The Marina Mission Statement is:

To provide affordable, safe, convenient, well-maintained and environmentally friendly moorage primarily for Shelter Bay residents and secondarily for non-residents.



100.070.020 Definitions

“*Harbor committee*” is the committee appointed by the Shelter Bay Community, Inc. to oversee the harbor and marina and is acting on behalf of Shelter Bay Community.

“*Lease*” refers to the Shelter Bay Marina Moorage Lease which is an attachment to this Chapter.

“*Marina*” refers to the Shelter Bay Marina, shoreline, waters, land, airspace, docks, piers, gangways and buildings within the marina boundaries. This includes the main marina, the east marina (along Shoshone Drive) and the waters and southern shorelines of Division 2 Tract L along Suquamish Way and Lummi Drive. Excluded are privately owned piers and docks except for navigational, emergency or environmental related issues.

“*Marina Rules and Regulations*” refers to the Shelter Bay Marina Rules and Regulations which are an attachment to this Chapter.

“*Non-residents*” are persons who are not sublessees or fee simple lot owners within the Shelter Bay Survey or the Eagles Nest Community or are boat sales brokerage firms representing owners of vessels.

“*Owner*” refers to a vessel owner, his/her agent or representative.

“*Renters*” of sub-lessee owned homes are considered non-residents.

“*Resident*” refers to a person or persons who are the legal lessee of a lot or lots, within the Shelter Bay Survey, or owner of a fee simple lot, or lots, within the Shelter Bay Survey or owner of a lot, or lots, within the Eagles Nest Community.

“*Liveaboard Permit*” refers to the Shelter Bay Marina Liveaboard Application/Permit which is an attachment to this Chapter.

“*Vessel*” refers to an owner’s boat for which the marina provides dockage.

100.070.030 Admission of vessels to the marina

- A. Only recreational-type vessels in good seaworthy condition and able to operate under their own power, will be admitted. Vessels must have current registration or documentation and the state registration number marked by law.
- B. Vessels may be subject to an initial inspection by the marina harbormaster or subsequent inspection by other state or federal agencies to determine compliance of condition, safety and proper health standards to meet the marina and other legal requirements.
- C. Vessels must have a permanently installed, adequate electrical and/or mechanical bilge pump(s) in a constant state of readiness.
- D. Vessel owners must agree to comply with the marina rules and regulations.
- E. Vessels, regardless of size, with enclosed cabins and berthing accommodations must have a Marine Sanitation Device (MSD) on board which meets U.S. Coast Guard requirements.

100.070.040 Slip assignments

- A. Residents and non-residents wanting moorage slips in the marina will contact the marina administrator to determine moorage slip availability. If only one moorage slip is available in the desired slip length and both a resident and non-resident apply for it, the Shelter Bay resident shall have first right of refusal.
- B. If there are no moorage slips available, the applicant will be placed on a waiting list by length of requested moorage slip. As moorage slips become available by length of slip requested, Shelter Bay residents will have precedence over non-residents. Moorage slips will be assigned in order, based on time of receipt of application.
- C. The marina administrator will endeavor to place slip lessees in the main marina or east marina areas, as requested. There is no guarantee that a lessee will obtain a moorage slip where requested or be assigned to a specific area of the marina. There is no exclusive right of a resident slip lessee to a specific section or area of the marina.



- D. The marina administrator will match vessels to moorage slips of an appropriate size. Vessels may not extend beyond their slip. The Marina Manager may approve a vessel extending beyond its slip up to a maximum of 10% of the slip's length. Vessel length overall (LOA), shall be measured at the centerline from the outermost point of the bow (including any bowsprit or anchor assembly) to the outermost point of the stern (including any swim step or dinghy/davit system). The marina reserves the right to assign vessels to an appropriate sized moorage slip if the slip lessee's vessel is too large or small for the moorage slip or end tie. A slip lessee will relocate the vessel upon reasonable notice of reassignment.
- E. Shelter Bay Marina moorage slips cannot be sub-leased.

100.070.050 Conditions for moorage slip rental

- A. Only the owner of a vessel or boat, or a boat sales brokerage firm representing the owner of a boat or vessel, may apply for slip moorage in the marina.
- B. Shelter Bay Community, Inc. members applying for and maintaining slip moorage in the marina must be current on their annual leasehold account with Shelter Bay Company, and must be members in good standing with the Shelter Bay Community, Inc.
- C. The owner/slip lessee shall maintain insurance coverage for the vessel as a condition of the slip lease. Insurance shall include pollution liability, medical liability, and property and general liability coverage. The lessee of a moorage slip shall provide the marina administrator a copy of the insurance renewal annually. In cases where the slip lessee is a boat sales brokerage firm, the firm shall provide insurance coverage documentation for the boat or vessel to be moored in the slip. The brokerage firm shall also provide a Certificate of Liability Insurance coverage for the brokerage firm itself.
- D. Slip lessees must sign a Marina Moorage Lease and acknowledge that a copy of the Marina Rules and Regulations Policies have been received. The slip lessee will abide by the Shelter Bay Marina Rules and Regulations, and failure to do so may subject the slip lessee to fines, and/or termination of moorage slip lease. A copy of the Marina Moorage Lease and Marina Rules and Regulations are attached to and hereby become a part of this chapter.

100.070.060 Moorage slip rents

- A. Non-residents, including boat sales brokerage firms, are eligible to rent a moorage slip by payment of the first month's rent and a security deposit equal to the amount of the first month's rent upon execution of the moorage rental agreement. Said security deposit shall be refunded to the renter within 30 days of the expiration of the moorage rental agreement and payment of all outstanding fees and charges.
- B. Moorage slip rents are set by the Shelter Bay Community, Inc. Fees and Fines Schedule and are charged per foot based on the vessel's length overall (LOA) as defined in Section 100.070.040, or the length of the slip as measured from the edge of the main walkway to the outer end of the finger pier, whichever length is greater. The marina administrator may assign two boats to an end tie and apportion rentals accordingly. Vessels on end ties shall not protrude beyond the end of the dock.
- C. Billings for moorage slip rents are mailed to slip lessees on a monthly basis. Moorage slip rents run from the first day of a calendar month to the last day of a calendar month. Monthly billings include the slip rent and the cost of metered electricity if used. Vessels moored in the eastern marina area are equipped with electrical service and meters, which is billed directly to the slip lessee by the utility provider. Payment deadlines and late charge fees are shown on the billing statement and are prescribed by the Shelter Bay Community, Inc. Financial Policies.
- D. Lessees who are over 30 days past due on their account are considered delinquent and may be subject to cancellation of their moorage lease



- E. Lessees who are in arrears by 90-days will be subject to actions, which may include: cancellation of moorage slip lease, legal action, seizure of the vessel and being sold in a Sheriff sale. The lessee shall be liable for any additional costs of collection above the unpaid balance due.
- F. Overnight guest moorage is available to the general public and shall be arranged through the marina administrator. Guest moorage rates are set by the Shelter Bay Fees and Fines Schedule.
- G. Marina tenants whose slip will be vacant for a period of time may, at their sole discretion, choose to alert the office that their slip is available for the Marina's use as guest moorage. The Marina will split the revenue from utilizing the slip for transient moorage 50/50 with the Marina tenant.

(Res. 20-08, 4/15/20)

The Shelter Bay Yacht Club shall manage its reciprocal moorage arrangements and ensure the Shelter Bay Office has up-to-date contact information for the Yacht Club to provide to any enquiries for reciprocal moorage that it may receive. *(Res. 20-08, 4/15/20)*

100.070.070 Marina tenancy

- A. Marina slip lessee's vehicles should be parked in the marina parking areas. Residents are encouraged to have Shelter Bay decals, notes on dashboards or other identification visible from outside the vehicle when parked at the marina. Non-resident vehicles must be parked in the marina parking lot, or alongside the Shoshone Drive roadway along the eastern marina area. Non-resident marina lessees must display a parking permit in their vehicle. The marina administrator provides marina parking permits. Residents are encouraged to park vehicles at home if they will be away on their boats for extended periods.
- B. There shall be no parking of motor homes, travel trailers, boats, water sports equipment and boat trailers on the parking area adjacent to the marina. The marina administrator or harbormaster may authorize temporary overnight parking when space is available.
- C. Slip lessees may stay onboard their vessels for up to ten consecutive days in any 30-day period and shall ensure that holding tank waste or portable toilet wastes receive proper disposal. The discharge of raw sewage into the marina waters is prohibited. Such discharge will subject the slip lessee to fines levied by other enforcement agencies or penalties which may include the cancellation of the moorage slip lease. Lessees staying onboard their vessels are encouraged to use the marina restrooms and showers.
- D. Slip lessees wishing to stay onboard their vessels for more than 10 consecutive days in any 30-day period may apply for a Liveaboard Permit at the marina office. Liveaboard Permits will be approved on a case-by-case basis by the manager (or designee). Liveaboards will pay a Liveaboard Surcharge as provided in the Shelter Bay Fees and Fines Schedule. A copy of the Liveaboard Application/Permit is attached to and hereby becomes a part of this chapter.
- E. Lessees whose vessels will be absent from their moorage slip for ten or more consecutive days at a time are encouraged to notify the harbormaster or marina administrator of their departure and return dates.
- F. Dock boxes provided by marina moorage slip lessees may be installed on the triangular gusset between the finger pier and main walkway, provided the dock box does not impede passage to and from the finger pier or main walkway. The type of dock boxes and location must be approved by the harbormaster before being installed.

100.070.080. Outside contractors

- A. Slip lessees who hire outside contractors to work on their boats/vessels are responsible for damage to docks, boats or other Shelter Bay Community, Inc. property caused by those contractors. Slip lessees must notify the marina administrator or harbormaster when contractors will be working on their boats in the owner's/lessee's absence. Slip lessees are responsible for notifying contractors about the Shelter Bay Community, Inc. rules and regulations, copies of which are available from the marina administrator.



- B. The use of gas welders, gas torches, open flame producing equipment and arc welding is prohibited on the marina docks and onboard vessels moored in the marina.

100.070.090. Termination of leases

- A. Slip lessee agrees to provide the marina administrator thirty (30) days written notice of permanent removal of a vessel from a moorage slip. Slip lessees who cancel their lease and leave the marina will have moorage slip rental charge prorated if they depart prior to the end of the calendar month. If the marina administrator is provided reasonable notice, the electrical meter will be read on the day of departure and charges for electrical service billed at that time, else the meter will be read as soon after notification as is practical and the final billing will reflect the electrical usage to the date of the final meter reading. The slip lessee will provide the marina administrator with a forwarding address.
- B. If a slip lessee vacates a moorage slip and discontinues payments for the assigned slip without notice, he/she will lose the assigned moorage slip and the moorage slip will be reassigned. In addition, if there is a failure to provide thirty (30) days written notice of vacating slip, the lessee will continue to be billed for the slip until proper notification is received.
- C. A slip lessee who gives proper notice of vacating a vessel/boat from the slip but continues to pay the moorage slip rental will retain the lease on the assigned slip.
- D. A slip lessee who cancels a moorage slip lease and removes the vessel from the marina shall also remove any personal equipment at the time of departure.

100.070.100 Marina Dumpsters

Shelter Bay Community provides dumpsters for the collection of vessel trash generated by Marina tenants only. Marina dumpsters are located between dock ramps A and B, C and D, and G and I. These dumpsters are for the exclusive use of Marina tenants only. Use of these dumpsters by persons who are not Marina tenants is prohibited. Violation may result in a fine.



For Office Use Only	
Applicant is a Member or Renter in good standing	
_____	_____
Initials	Date

STORAGE LOT LEASE AGREEMENT

This lease agreement was entered into on _____ between Shelter Bay Community, Inc., a Washington non-profit corporation, hereinafter referred to as "Lessor" and _____ who shall hereinafter be referred to as "Lessee".

RECITALS

WHEREAS, Lessee is a Shelter Bay Community Member, Associate Member or Non-Resident Marina tenant in good standing, and WHEREAS, Lessor owns a self-service storage facility and desires to lease storage space on said Shelter Bay Community, Inc., Storage Lot, hereinafter referred to as "Storage Lot".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1 – RENTAL

Lessor hereby rents and leases to Lessee and Lessee hereby leases from Lessor Storage Space No. _____ (hereinafter referred to as "Storage Space") located at the Storage Lot for the term and at the rental provided for in this lease agreement.

1.1 The Lessee agrees that this Lease shall be effective only so long as the Lessee is a Member, Associate Member, or Non-Resident Marina tenant of Shelter Bay Community, Inc.,

1.2 Within fourteen (14) days of such date that the Lessee is no longer a Shelter Bay Community, Inc. Member, Associate Member, or Non-Resident Marina tenant, this lease shall terminate without further notice and Lessee shall remove all of Lessee's property from such Storage Space and shall return the key to the Storage Lot to the Shelter Bay Community, Inc. office.

1.3 All items to be stored must be identified on this Lease pursuant to Section 2 of this Agreement and are subject to the approval of the Lessor's manager or designee. Lessee shall comply with this Lease Agreement and all other Rules, Regulations and Covenants of Shelter Bay Community, Inc.

1.4 Storage Lot spaces cannot be subleased.

SECTION 2 – LIST OF ITEMS TO BE STORED & LIMITATIONS ON ITEMS TO BE STORED

2.1 The Lessee desires to store the following vehicles, trailers, or campers on said Storage Space (list by make, model and license or registration number). Lessee will provide Lessor with a copy of current registration and liability insurance coverage for items.

PROPERTY DESCRIPTION	

2.2 Lessee agrees that only the items set forth in Section 2.1 shall be stored on the Lessee's Storage Space and Lessee agrees to apply to the Lessor to amend this list should the Lessee desire to store any additional items on said Storage Space.

2.3 Items stored on said Storage Space must be mobile so as to facilitate removal in the event of emergency. Issues regarding mobility shall be resolved by Lessor's Manager, or designee. Stationary storage sheds are not allowed unless approved by the Lessor's Manager.

2.4 Items stored shall be within the boundaries of the Storage Space assigned. No item shall be closer than 12 inches to a space side line, or closer than 12 inches to a fence.

2.5 The name, address, and telephone number(s) of the lessee is to be conspicuously displayed on at least one item stored in the lot.

2.6 If the Lessee stores items which are not listed in Section 2.1 above, Lessor may remove such items at the Lessee's sole expense and may elect to terminate this Agreement.

2.7 No flammable or hazardous materials of any kind shall be stored, with the exception of fuels contained in tanks approved for their use and properly attached to the stored vehicle.

2.8 Lessee agrees that Lessee shall not maintain any business, operate any machinery, or use said Storage Space for any commercial, industrial, retail, or wholesale purpose. The premises are intended for the sole and exclusive use for the storage of property owned or lawfully in the possession of Lessee.

SECTION 3 – RENT

The monthly rental fee for the space leased by Lessee shall be as provided by the Shelter Bay Community, Inc. Fee Schedule.

SECTION 4 – TERM

This lease agreement shall be on a month-to-month basis, unless Lessor or Lessee gives thirty (30) days written notice of intent to terminate this lease agreement or by the mutual agreement of the parties or by the failure of Lessee to pay the rent when due and payable.

SECTION 5 – DELINQUENT PAYMENT

5.1 Rental payments shall be due and payable on receipt of the bill, or at the time this Lease Agreement is executed.

5.2 In the event that rental payment is not received by the thirtieth (30th) day of the month in which it has become due and payable, the rental payments shall be considered as delinquent, and will be subject to late fees and penalties.

5.3 Failure to pay the rental payment when due shall constitute a basis for termination of this lease agreement.

SECTION 6 – MAINTENANCE

The Storage Lot is a self-service facility. Lessee shall keep and maintain the storage space in a clean and sanitary condition including removal of weeds, grass, and other growth or debris. Lessee shall not permit the accumulation of rubbish, liquid waste, hazardous materials, or refuse on the storage space. Lessee shall at the termination of this lease agreement leave the storage space in a clean condition.

Lessee will be held responsible for any damage they may cause to occur to the Storage Lot facility or to any items stored by other Lessees.



For Office Use Only	
Applicant is a member in good standing	
_____	_____
Initials	Date

APPLICATION/AGREEMENT FOR WATER SERVICE

Lot No:	Street:	Date:
Member/Applicant:	Mailing Address:	Telephone Numbers:
		E-Mail:

The undersigned applicant hereby applies for a water connection to the above described property. The applicant is a member of Shelter Bay Community, Inc. and owner of the described property. By signature on this application, the member/property owner does hereby **agree**, as a condition of accepting and continuing water service from Shelter Bay Community, Inc. (hereinafter referred to as the Purveyor), to comply with all provisions of the By-Laws, Protective Covenants, and Rules and Regulations now existing or which may be established from time to time governing the Purveyor’s water system.

The member/applicant specifically agrees:

- 1) To install and maintain at all times his plumbing system in compliance with the most current edition of the Plumbing Code and Washington State Administrative Code (WAC) as it pertains to the prevention of potable water system contamination, prevention of pressure surges, and thermal expansion in his water piping (for thermal expansion, it shall be assumed that a check valve is installed by the Purveyor on the water service pipe);
- 2) Within 30 days of the Purveyor’s request, to install, test, maintain, and repair in accordance with the Purveyor’s cross connection control standards a reduced pressure backflow assembly or double check backflow assembly, or detector derivative thereof, on the member’s service pipe immediately downstream of the Purveyor’s meter, or other Purveyor approved location; and to report to the Purveyor within 30 days of obtaining the results of all tests and repairs to the aforementioned backflow prevention assemblies, and of making any change to the plumbing system.
- 3) Not to make a claim against the Purveyor or its agents or employees for damages and/or loss of service in case of water pressure variations, or the disruption of the water supply for water system repair, routine maintenance, power outages, and other conditions normally expected in the operation of a water system.
- 4) To pay their water billing within thirty (30) days from the date of billing.

After thirty (30) days of the Purveyor mailing a written notice to the member/applicant of his breach of this agreement, the Purveyor may terminate water service. In the event legal action is required and commenced between the parties to this agreement to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all its costs and expenses including but not limited to reasonable attorney’s fees as determined by the Court.

Signed _____ Date _____
Member/Owner

Shelter Bay Community, Inc. (Purveyor) Use Only

- ___/___/___ Date connection fee received
- ___/___/___ Date Water Use Survey Questionnaire received
- ___/___/___ Date risk assessment completed, by _____
- ___/___/___ Date customer notified of requirement for BPA
- ___/___/___ Date BPA installation approved
- ___/___/___ Date BPA test report accepted
- ___/___/___ Date BPA information entered into database
- ___/___/___ Date water service installed
- ___/___/___ Date meter installed and water service turned on



Shelter Bay Marina Moorage Lease

1000 Shoshone Drive, WA 98257 (360)466-3805, FAX (360)466-4733

SHELTER BAY MARINA, also known as Shelter Bay Community, Inc., hereinafter referred to as “Lessor”, grants to the undersigned boat owner or his duly authorized representative, hereinafter referred to as “Lessee”, berth space at the Marina for the boat designated below on the following terms and conditions:

1. **TERM.** This Lease Agreement shall become effective _____ and remain in force for a period of _____ months, and subsequently continue on a month to month basis unless both parties voluntarily agree to an earlier termination. Thirty (30) days written notice required for termination, except as modified in 3 below.
2. **LATE FEE AND INTEREST.** Lessor may impose a late fee of twenty-five dollars (\$25.00) on the account becoming delinquent for the preceding billing cycle. Upon becoming delinquent, interest on the principal amount of the account balance will accrue at the rate of one and one-half percent (1.5%), from the date the balance was due until paid in full.
3. **DEFAULT.** If any rents or any part thereof shall be and remain unpaid when the same become due, PAYMENT DUE ON THE 1ST OF THE MONTH, Lessor may, without any advance notice, take possession of the boat, it’s tackle, apparel, fixtures, equipment, and furnishings and may retain such possession until all rents and other charges then owing and any charges which shall thereafter have accrued to Lessor are fully paid. In addition, in event Lessee violates any of the terms of this Agreement, Lessor may on five (5) day written notice mailed to Lessee’s billing address stated below, terminate Lessee’s right to further berthage under this Agreement but without prejudice to Lessor’s right to collect rental and utility charges under this agreement until such time as the vessel is removed from Lessor’s moorage. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which Lessor may have by virtue of statute or otherwise in any action or proceeding for the collection of any sums that become payable hereunder. Lessee agrees to pay to Lessor, in addition to the unpaid balance due, an amount equal to the charge for said collection, not exceeding fifty percent (50%) of the unpaid balance due as liquidated damages. If by reason of any act on part of the Lessee, it becomes necessary for Lessor to employ an attorney, the Lessee agrees to pay in addition to the aforesaid collection charge, all reasonable attorneys’ fees incurred by Lessor.
4. **UTILITIES & SERVICES.** Lessee agrees to pay for all electricity and other utilities or services which may be furnished to the boat at the established rate provided by the then applicable Schedule of Rates posted by the Marina, or if not covered by such posted Schedule, as established by others. The Lessor does not guarantee continuity of utility services and its compatibility with the boat’s electric circuit protector, if any.
5. **LIMITATION OF LESSOR’S LIABILITY.** Lessee acknowledges inspecting the berthing space leased herein and is satisfied that the berthing space is adequate for safe mooring of the vessel. THIS CONTRACT IS NOT A BAILMENT OF THE LESSEE’S BOAT BUT A LEASE OF BERTHING SPACE. IT IS MUTUALLY AGREED THAT THE LESSOR DOES NOT ACCEPT LESSEE’S BOAT FOR STORAGE AND SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ITS SAFE KEEPING AND CONDITION OF ITS TACKLE, APPAREL, FIXTURES, EQUIPMENT AND/OR FURNISHINGS. Lessee understands that Shelter Bay Marina is located within a private residential area whose common facilities are owned and controlled by Shelter Bay Community, Inc. It is further agreed that Lessor and/or the Community will not be liable or responsible for any personal injuries, property damage, economic or consequential damage suffered by Lessee or agents, invitees, or employees arising out of any acts or omissions of the Lessee, agents, invitees or employees. Lessee agrees to keep the floats adjacent to the berth neat, clean, orderly, and free from all flammable substances. Lessee agrees to indemnify and hold the Lessor and/or the Community harmless from any loss, damage, or injury resulting from the acts or omissions of Lessee, agents, invitees or employees.
6. **COMPLIANCE WITH LAWS AND REGULATIONS.** Lessee agrees to comply with all applicable Federal, State, and local laws, statutes and ordinances, and the attached Shelter Bay Marina Rules and Regulations. Lessee bears the responsibility for knowing and understanding any updates to the applicable laws and regulations. Lessee will not maintain anything that may be dangerous to life or limb or permit any objectionable noise or odor on the boat, Marina premises or premises adjacent thereto, or permit anything to be done on said premises which in any way will tend to create a nuisance or to disturb any other tenant. No commercial, time-shared, or corporate-owned vessels are permitted. Only vessels that are privately-owned or in the care of a boat sales brokerage firm are eligible for a berth hereunder. Lessee agrees to allow Lessor or its agent free access at all times to his boat or tackle for the purpose of inspection, fighting fire or remedying or preventing any casualty or potential hazard, mooring or moving of boat in an emergency or for routine dock maintenance or construction. Lessor will attempt to contact Lessee prior to moving vessel if time permits. Further, the Lessee agrees to abide by rules and regulations for the Shelter Bay Marina as established by the Community.

LESSEE _____

BERTH ASSIGNED _____



- 7. **ASSIGNMENT OF AGREEMENT AND/OR BERTH.** Lessee shall not assign or transfer this Agreement or any interest therein, or any interest in the berth designated by this Agreement without the prior written permission of the Lessor. Use of the berth is personal to Lessee, and a person purchasing the boat designated below from Lessee will not thereby acquire rights under this Agreement, or rights to use the berth designated in this Agreement.
- 8. **INSURANCE.** At all times during the term of this lease, Lessee shall carry liability insurance in full force and effect with companies authorized to do business in the State of Washington, providing limits of at least \$500,000 per occurrence for combined bodily injury and property damage. The insurance shall cover damage done to the berth, the Marina, and any other boats or equipment. Lessee shall not be entitled to moor the vessel at the berth until evidence of insurance satisfactory to Lessor has been provided by Lessee. A Certificate of Liability Insurance shall be provided with Shelter Bay Community, Inc. named as the Certificate Holder, and shall be mailed to: Shelter Bay Community, Inc., 1000 Shoshone Drive, La Conner, WA 98257.
- 9. **CUMULATIVE REMEDIES, NO WAIVER.** Lessor’s rights and remedies hereunder are cumulative in nature, 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 violation of this lease shall be construed as a waiver or forbearance of any other or subsequent violation, 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 violation exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other violation then or thereafter existing.
- 10. **ENTIRE AGREEMENT/AMENDMENTS.** This constitutes the entire Agreement between both parties. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by both parties.

LESSEE’S NAME _____ LOT# _____

MAILING ADDRESS _____

E-MAIL ADDRESS _____

PHONE (Home) _____ PHONE (Alternate) _____

EMERGENCY CONTACT NAME _____ PHONE _____

BOAT MANUFACTURER AND MODEL _____

BOAT NAME AND/OR NUMBER _____ POWER SAIL

BOAT LENGTH (Including all Overhangs) _____ BEAM _____ DRAFT _____

BERTH ASSIGNED _____ SIZE _____ RATE _____

DATE OF OCCUPANCY _____ AMOUNT RECEIVED _____

Received copy of current registration Received proof of insurance Rules and Regulations attached

ACCEPTED BY:

LESSEE

SHELTER BAY COMMUNITY, INC.

DATE _____

DATE _____

Key Fob # _____

Marina Rules and Regulations

Section I – General

1. **Purpose.** The purpose of these Rules and Regulations is to promote the safe and efficient operation of the Shelter Bay Community, Inc. Marina (Shelter Bay) and to provide service for Marina lessees. It is necessary to establish controls to ensure fairness for all users of the Marina. Shelter Bay reserves the right to allocate the use of moorage space as it deems necessary to meet that end.
2. **Application.** The Rules and Regulations apply to all users, vessels, and vehicles operating within the Marina.
3. **Authorization to Administer the Rules and Regulations.** The Board of Directors authorizes the Manager and his staff to administer these regulations. Where the term Manager is used in these Rules and Regulations, Manager also refers to the Marina staff, including the Harbormaster and Marina Administrator. Shelter Bay reserves the right to deny the use of Marina facilities to anyone who fails to comply with these Marina Rules and Regulations or who fail to pay fees and charges as and when due. To enforce this right, Shelter Bay may impound the vessel by chaining it to the dock until payment of charges is made in full.

The Manager may require persons violating these regulations to leave the Marina and obtain the assistance of law enforcement officers to protect property, persons, and/or to preserve the peace. The Manager may interpret the reasonable intent of these regulations to carry out their purposes. Marina users who violate these regulations may be subject to fine, moorage lease cancellation, removal of their vessel and/or equipment, impoundment and/or sale of their vessel and/or equipment.
4. **Notification.** Shelter Bay reserves the right to change these Rules and Regulations at any time. All Marina lessees bear the responsibility of knowing and understanding the updated current regulations. A copy of these regulations is posted at www.shelterbay.net and copies are available at the Office upon request.
5. **Commercial Use of Marina Facilities.** Commercial use of Marina facilities is not permitted.
6. **Fishing.** No fishing is allowed in the Marina or Shelter Bay Harbor areas.
7. **Vehicle Traffic and Parking.** The Manager will establish reasonable traffic and parking regulations. Vehicles parked in violation of signs and regulations may be towed and impounded at the owner's expense. There shall be no parking of motor homes, travel trailers, boats, water sports equipment, or boat trailers in the Marina parking lots, except as otherwise posted or authorized by the Manager.
8. **Garbage.** All refuse and waste must be placed in containers provided for that purpose.
9. **Behavior.** Behavior which disturbs or creates a nuisance for others in the Marina or adjacent premises is prohibited.
10. **Use of Docks.** Barbequing and the use of open flame appliances on the docks is not allowed.
11. **Children.** A parent or other responsible adult must accompany children under 12 years of age while on the docks and floats. All children 12 years of age or younger must wear approved floatation devices while on the docks and floats.
12. **Pets.** All pets must be on a leash in the Marina. Owners are responsible for the proper clean-up and disposal of animal waste. Aggressive behavior or nuisance barking will not be tolerated and is subject to fine.
13. **Swimming.** Swimming is not permitted in the Marina except for divers employed in working upon the underwater portion of vessels or employed by Shelter Bay.

Section II – Vessel Owner/Operator

1. **Registration.** All users of vessels entering the Marina shall promptly register at the Office and pay slip rental in accordance with these regulations. Failure to comply will result in charges to include applicable slip rent, fees, and penalty charges.
2. **Admission.** Only vessels in good seaworthy condition and able to operate under their own power will be admitted to the Marina. Vessels must have current registration or documentation with State registration numbers displayed as provided by law.
3. **Inspection.** Vessels are subject to an initial inspection to determine seaworthiness and compliance with all legal requirements. Vessels must have a permanently installed, adequate electrical and/or mechanical bilge pump(s) in a constant state of readiness.
4. **Slip Assignments.** Shelter Bay will assign slips after considering the following:
 - Date of application
 - Vessel’s length, width and draftIf there are no slips available, applicants will be placed on a waiting list. Shelter Bay residents will have precedence over non-residents.
5. **Slip Rental.** The vessel owner will maintain a Shelter Bay Marina Moorage Lease Agreement to include proof of pollution, medical, property, and general liability insurance coverage and provide a copy of such insurance renewal annually. Vessel owners will provide the Office with emergency contact information and prominently display a contact card on the vessel containing the vessel owner’s name, address and contact phone numbers.
6. **Seaworthiness.** Vessels moored in the Marina must, at all times, be maintained in apparent good condition and seaworthiness. A vessel owner must grant permission, when requested, for an on-board inspection of the vessel by the Manager or will be deemed in non-compliance. Vessels, which do not meet normal safety standards or which because of their size, condition, or construction, are deemed by the Manager to be hazardous will not be granted moorage or will be cause for termination of the lease.
7. **Maneuvering.** Vessels within the Marina do not have the right-of-way over another vessel based solely on their method of propulsion. Movement of vessels within the Marina for the purpose of mooring, entering a slip, or leaving a slip have the right-of-way. Vessels in the Marina and harbor areas must operate at “Dead Slow” speed and shall be maneuvered in a safe and orderly manner.
8. **Living-Aboard.** Slip lessees may stay aboard their vessel for up to ten consecutive days in any 30-day period and shall ensure that holding tank waste or portable toilet waste receive proper disposal. During such stays lessees are encouraged to use the Marina showers and restrooms. For stays longer than 10 consecutive days, the vessel owner is required to register with the Office and obtain a Liveaboard Permit prior to the stay.
9. **Assignment and Subleasing.** The assignment and subleasing of moorage by a lessee is not permitted.
10. **Discharge of Sewage.** Discharge of sewage from vessels in the Marina or harbor areas is strictly prohibited. Violations will be reported to Washington State Department of Ecology for appropriate action as provided by law.
11. **Moorage of Vessels.** Marina lessees are responsible for adequate fendering to protect their vessel and adjacent vessels and for securely mooring their vessel with adequate bow, stern and spring lines. Permanently affixing any items to the dock or finger pier with nails, screws, or other fasteners is strictly prohibited. Lessees are also responsible for the safe and secure stowage of all vessel running gear, sails, and equipment. In the event Shelter Bay deems it necessary to re-secure a vessel or its equipment, Shelter Bay will charge the tenant for all materials, equipment, time and labor used.
12. **Fueling.** Refueling of vessels from any on-shore or dockside source is prohibited.

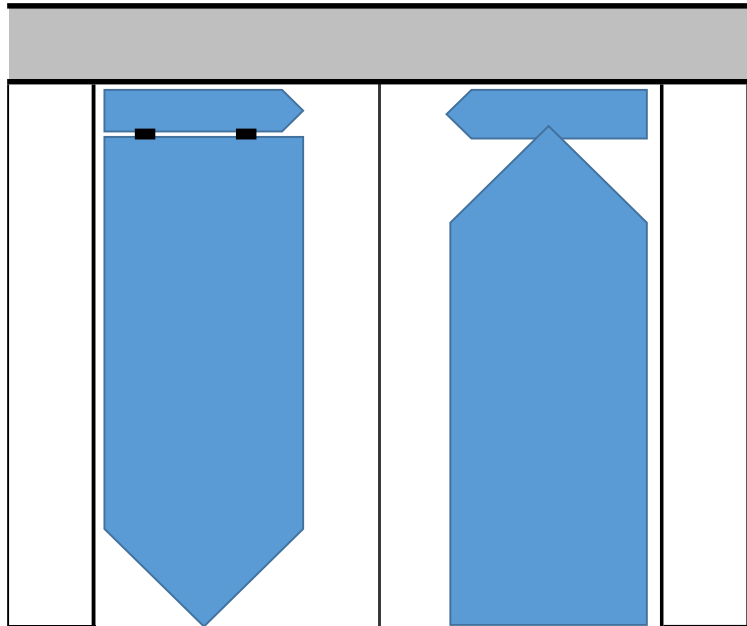
13. **Storage of Dinghies/Tenders.**

Dinghies/tenders shall be secured to the vessel through an appropriate davit system. Dinghies extending beyond the vessel will be considered in the vessel length overall. Dinghies/tenders may not be rafted to the boat or extend into the fairway between docks.

No part of the vessel, including its dinghy or tender, may extend beyond the slip length or beyond an imaginary dotted line located midway in the waterway between slips without the approval of the Marina Manager.

Moorage, at a reduced rate, is available in the Marina for larger dinghies or tenders (up to 14' in length) that cannot be accommodated within in a lessee's slip. Check with the Office for availability.

Examples of Acceptable Dinghy Storage



- 14. **Rafting.** Rafting of boats (including a dinghy or tender) is prohibited.
- 15. **Storage on Docks and Finger Floats.** Vessel owners, operators, crew, or guests using the Marina are required to keep their vessel, the dock, and finger pier neat, clean and orderly. Storage of any items on the dock or finger, except within a Manager approved dock box, is prohibited.
- 16. **Vessel Maintenance.** Repair work of outfitting, spray painting, sandblasting, chipping, sanding, welding, or burning on vessels is not permit without specific approval of the Manager. All work must be in compliance with applicable local, state and federal regulations governing those activities. All private contractors working on vessels shall register with the office and provide proof of insurance, licensing, and bonding prior to commencing work.
- 17. **Signs.** Posting of for sale signs on vessels moored in the Marina is subject to approval by the Manager.
- 18. **Carts.** The Marina provides gear carts at the head of each dock. Carts shall be promptly returned in clean condition to their proper storage area immediately after use.
- 19. **Firefighting Equipment.** Marina firefighting equipment shall be used *only for the fighting of fires*.

Section III – Slip Rent

- 1. **Slip Rent.** Slip rents are charged per foot based on the vessel's length overall (LOA) or the length of the slip, whichever length is greater. Vessel length overall will be as measured at the centerline from the outermost point of the bow (including any bowsprit or anchor assembly) to the outermost point of the stern (including any swim step or dinghy/davit system). When permitted by the Manager, a vessel may extend beyond their slip length a maximum of 10% of the slip's length.
- 2. **Billings.** Slip rents are billed on a monthly basis and include the slip rent and cost of any metered electricity. Payment deadlines and late charge fees, if any, are shown on the billing statement. Lessees who are over 30 days past due on their account are considered delinquent and may be subject to cancellation of their moorage lease.
- 3. **Delinquent Accounts.** Lessees who are in arrears by 90-days will be subject to action, to include: cancellation of moorage lease, legal or collection agency action, seizure of the vessel and it being sold. The lessee is liable for any additional costs of collection above the unpaid balance due.



shelter bay community, inc. TM

1000 Shoshone Drive • La Conner, WA 98257 • (360) 466-3805 • Fax (360) 466-4733

Marina Liveboard Application/Permit

By submitting this application, you are agreeing to the Liveboard terms and all other applicable Shelter Bay policies including but not limited to the Marina Rules & Regulations. You are also agreeing to comply with all applicable Community, County, State, Tribal, and Federal regulations.

Important note: *All vessels are subject to evaluation and approval for Liveboard status at the sole discretion of the Marina Manager. The minimum vessel length that will be approved for Liveboard Status is generally 32'.*

Please complete all sections of this Application

APPLICANT INFORMATION:

VESSEL OWNER'S NAME	MAILING ADDRESS	CITY STATE ZIP
HOME PHONE #	MOBILE PHONE #	WORK PHONE #
EMAIL ADDRESS		

ADDITIONAL VESSEL OCCUPANTS

Eligible individuals who will be living aboard the same vessel

NAME	RELATIONSHIP	PHONE #
NAME	RELATIONSHIP	PHONE #
NAME	RELATIONSHIP	PHONE #

EMERGENCY CONTACT

Backup contact for emergencies involving occupants and/or vessel

NAME	RELATIONSHIP	PRIMARY PHONE #
ALTERNATE PHONE #	EMAIL ADDRESS	

PETS

Provide information on all pets that will be present on vessel

TYPE OF PET	NAME	COLOR	SIZE
TYPE OF PET	NAME	COLOR	SIZE

VESSEL INFORMATION

Provide vessel details and fuel types/capacity

VESSEL NAME	MAKE	MODEL		
REGISTRATION/DOCUMENTATION #	LENGTH	LENGTH OVERALL	BEAM	DRAFT
VESSEL ENGINE FUEL TYPE	TANKAGE		AMOUNT AND LOCATION OF DINGHY FUEL	
CABIN HEATING FUEL TYPE (LIST ALL)		COOKING EQUIPMENT FUEL TYPE (LIST ALL)		

SEWAGE DISPOSAL

Provide information on sewage disposal solution that will be used

Type of Marina Sanitation Device

- Type I or II (Capable of Overboard Discharge)
- Type III (Holding Tank) Tank Size in Gallons _____
- Portable Toilet
- Composting Toilet
- Marina Restroom Facilities
- Other, Describe: _____

Type of Pump-Out you will use

- Mobile Vessel Pump-Out Service
- Pump-Out Float

I attest that the following statements are true regarding my vessel and all occupants intending to live aboard. *(initial each line)*

- _____ My vessel meets all Federal and State regulations pertaining to marine navigation, safety equipment, and seaworthiness, and will be maintained according to those regulations. Additionally, the vessel will be maintained in such condition to be immediately ready for cruising/sailing in local waters at all times.
- _____ All adult occupants of the vessel have a basic understanding of marine systems present on the vessel including but not limited to location, function, and operation of all sea valves, bilge pumps, fuel shutoff valves/solenoids, electrical disconnect devices, and safety equipment including but not limited to fire extinguishers and carbon monoxide detectors.
- _____ All youth occupants of the vessel 10 and under shall be supervised at all times by an able-bodied adult while on board the vessel and in the marina. All youth occupants of the vessel 12 and under shall wear a Coast Guard approved lifejacket or vest at all times while on the outside deck of the vessel and while in the marina.
- _____ At no time shall anything be discharged from my vessel’s black water holding tanks and any associated vents and plumbing, nor the contents of any portable or composting toilet, into the waters within and surrounding the marina.
- _____ I and all other occupants of the vessel agree to comply with the terms of this Liveaboard Application/Permit.
- _____ I and all other occupants of the vessel agree to keep the vessel decks and dock free and clear of all items and objects not expressly allowed per the Liveaboard Permit and Marina Rules & Regulations.
- _____ *(if Applicant has pets)* I and all other occupants of the vessel agree to immediately collect and properly dispose of all pet waste.

APPLICANT ACKNOWLEDGEMENT

I hereby request permission to live aboard my vessel while moored in the Shelter Bay Community Marina in accordance with the enclosed Liveaboard Terms, the Shelter Bay Marina Rules & Regulations, and all applicable Community, County, State, Tribal, and Federal regulations (collectively, the “Terms”). I also request permission for those additional occupant(s) listed above to live aboard my vessel in accordance with the Terms.

Furthermore, I acknowledge that I have received, read, and fully understand the enclosed Liveaboard Status Terms and Shelter Bay’s Marina Rules & Regulations. I hereby agree to be bound by and comply with all requirements and conditions therein.

I understand that should I terminate my liveaboard status, or my liveaboard status otherwise be terminated, neither I nor the additional occupant(s) listed herein will be permitted to live aboard my vessel as defined in the Terms.

Signed by the Vessel Owner

Date

MARINA AUTHORIZATION

The Marina Manager hereby acknowledges and authorizes the vessel owner and any additional occupant(s) listed herein to be approved for Liveaboard status in accordance with the enclosed Liveaboard Status Terms, the Marina Rules & Regulations, and any applicable Community, County, State, Tribal and Federal regulations.

Shelter Bay Marina Manager

Date

Liveaboard Terms

PURPOSE: The Shelter Bay Marina is designed for the berthing of recreational pleasure boats and not as a residential facility. Shelter Bay permits a limited number of Liveaboards, acknowledging that their presence can provide inherent safety and security benefits for people and property at the marina. These Terms and associated Permit do not create any rights in anyone, and cannot be used as a basis of any claim against the Shelter Bay Marina or Shelter Bay Community Inc.

LIVEABOARD DEFINITION: A Liveaboard is defined as any person who sleeps aboard a vessel for more than fifteen days in any one calendar month while the vessel is moored at the Marina.

NUMBER OF LIVEABOARD SLIPS: The Marina has a maximum allowance of 10 concurrent vessels with Authorization to Liveaboard. The number of concurrent vessels may be expanded at the Marina Manager’s sole discretion.

The Marina maintains a waitlist of customers seeking a Permit to Liveaboard (“Liveaboard Waitlist”). If the number of authorized Liveaboards falls below 10, the Marina will make reasonable efforts to draw new moorage customers from the Liveaboard Waitlist until the Liveaboard Waitlist is exhausted or there are no available moorage slips.

LIVEABOARD ELIGIBILITY: Only the legal owner of the vessel (the “Applicant”) may apply for Liveaboard authorization for the vessel and its occupants. The Applicant may designate additional individuals who will be living aboard the vessel. Liveaboard status will only be approved for the following individuals:

- The Applicant
- The Applicant’s spouse or significant other
- Members of the Applicant’s immediate family (children, siblings, parents)
- A single crewmember for vessels over 45’ in length

Should there be a change in the individuals living aboard the vessel, Applicant shall notify the Shelter Bay Marina prior to their moving aboard by submitting a new application. All new occupants shall be subject to the same approval as if they were listed on the original application.

Applicants who will be taking temporary absence from living aboard must advise the marina office in writing prior to both leaving and returning to live aboard. Such absence shall not exceed 6 months total in any 12-month period, and the Applicant shall continue to be billed for and submit the liveaboard fee throughout.

LIVEABOARD FEE: A monthly Liveaboard fee, as adopted by the Board of Directors and published in the Fee Schedule, is required in addition to the moorage fee, and is the responsibility of the current Applicant. The fee will commence on the same month as liveaboard moorage was authorized.

Account balances unpaid after 60 days (including monthly moorage, liveaboard fee and electricity costs) will be in default and moorage will be subject to termination. To maintain Liveaboard status, the fee will continue even if the customer is temporarily off the vessel or the vessel is out of the slip.

EXPIRATION AND RENEWAL: This Liveaboard Permit expires on July 1st of each year and must be renewed. The Shelter Bay Marina may decline to renew the Liveaboard Permit at its sole discretion and for any reason or no reason.

PERMANENT ADDRESS: Applicant must establish and provide to the Shelter Bay Marina a permanent mailing address other than the Shelter Bay Office to receive their mail. Applicant acknowledges that the Shelter Bay Marina does not provide mail pickup or delivery service, and it is the responsibility of the Applicant and all other individuals listed herein to notify all parties of their permanent mailing address and utilize it for all personal communication needs.

SHELTER BAY MARINA DOCUMENTS REQUIRED: The Vessel Owner/Applicant must first complete and hold a Moorage Agreement in good standing.

VESSEL DOCUMENTS REQUIRED: The Vessel Owner must provide and maintain current vessel registration and insurance as required per the Moorage Agreement. Current documentation of both must be provided to the Shelter Bay Marina and annual State registration decals must be attached to the vessel according to DOL requirements.

CONDUCT & BEHAVIOR: Liveaboards may not engage in behavior which creates a nuisance or disturbs the peace and tranquility of the marina or any other liveaboards, tenants or guests. Liveaboards are responsible for the behavior of their guests and pets in the marina, including adhering to the Shelter Bay Community, Inc. Protective Covenants, its Rules and Regulations, Part I – General, and the Marina Rules and Regulations. Violations of any Shelter Bay Marina rules or any gross misconduct may result in a fine and/or the termination of the Applicant's Liveaboard Authorization and Moorage Agreement.

PETS: While on Shelter Bay Community property, pets are subject to the Shelter Bay Community Rules and Regulations. This includes but is not limited to pet vaccination, noise ordinances and leash requirements. Pet owners are responsible for controlling the behavior of their pet and cleaning up after them. Shelter Bay provides 'poop bags' throughout the community and marina for this express purpose. Pet wastes are a source of fecal contamination to the waters of the marina and all pet owners must dispose of these wastes properly in the provided garbage dumpsters and trash receptacles.

RENTAL & SUBLEASE: Applicant agrees that the vessel will not be rented or leased in any fashion. This includes AirBnB and other short-term rental services.

SECURITY: Liveaboards are encouraged to enhance marina security by promptly reporting to the marina staff and/or Swinomish Police any unauthorized persons on piers or docks, possible theft, suspicious behavior, unsafe practices, any other incidents that threaten the safety and security of the marina community, or possible or potential damage to vessels, piers, docks, or other parts of the marina facilities, or any other problems that they observe. **In case of medical, fire or any other emergency, immediately call 911.**

SEWAGE DISPOSAL: The waters surrounding the marina are a no-discharge zone per chapter 173-228 of the Washington Administrative Code and the Clean Water Act. All liveaboard vessels shall be equipped with and maintain in operational condition one or more USCG certified and operational Marine sanitation device(s) (“MSD”) in accordance with 33 CFR Part 159. Any vessels that are equipped with an MSD of any type which is capable of overboard waste discharge shall have all associated overboard discharge valves secured in the closed position at all times when the vessel is present in the marina and shall be subject to inspection by a Shelter Bay Marina representative at any time. All MSDs on board shall include a holding tank of a size sufficient to provide for reasonable use for the number of occupants on board, and such holding tank shall be regularly pumped out using the marina’s provided facilities or a pump out service. Composting toilets shall be operated and maintained according to the manufacturer’s instructions, with liquid waste being disposed of via the marina’s restroom facility and solid waste being disposed of via the marina’s garbage dumpsters.

Exceptions may be conditionally approved for vessels that are not equipped with a USCG certified MSD to allow use of a portable toilet which shall be regularly emptied at the facilities provided in the marina specifically for this purpose. Alternatively, applicant may attest that all occupants of the vessel shall exclusively use the Marina provided restroom facilities.

Repeated or willful non-compliance of proper sewage handling may result in termination of this Liveaboard Permit and the Moorage Agreement.

FIRE HAZARDS: Use of any solid fuel heating device such as a wood stove is expressly forbidden. Portable heaters shall be used in such a manner that does not create a fire hazard. Open flames including but not limited to gas/alcohol stoves and burning candles/lanterns shall not be left unattended at any time. Vessel shall be equipped with fire extinguishing equipment sufficient to meet or exceed USCG regulations per 46 CFR part 25.

HAZARDOUS MATERIALS: All liveaboard tenants agree to properly handle and dispose of fuel, oil, chemicals, hazardous waste, bilge water, gray water, black water, and other solid waste.

VESSEL DECKS: At all times applicant shall keep all vessel decks, walkways, and boarding area clear and free of all obstructions sufficient for safe boarding and emergency personnel response to medical, fire, or other emergency, and to provide for a positive visual appearance in the marina. All items stored on deck shall be secured sufficiently to prevent blowing around or falling overboard. Use of tarps to cover any portion of the vessel or items on deck or the docks is not permitted at any time.

DOCK STORAGE: Storage of items is not permitted on docks or piers except within Marina-approved dock boxes. Nothing may be attached to the docks or pilings. Boarding steps/platforms are permitted on the finger floats given they do not create a hazard or obstruct other customers’ use of the floats.

MARINA DOCK CARTS: A limited number of dock carts are provided by the Marina for use by all tenants for the sole purpose of transporting items to and from their vessel and are to be promptly returned to the head of each dock. Availability of the carts is not guaranteed, and customers may not detain dock carts at their slip for any extended period of time for any reason. Liveaboard customers are encouraged to obtain and use their own personal dock carts whenever possible.

PARKING: Liveaboard vessels are eligible for a permit to use the Marina's parking lot for two vehicles per liveaboard vessel, regardless of the number of people living aboard.

EVENTS: Applicant is aware that Shelter Bay Community occasionally hosts public gathering events such as Music on Green, and similar. These events create elevated activity and noise in and around the marina and may occasionally involve temporary closure of areas normally open to marina customers and/or the general public.

ELECTRICITY: Depending on location in the marina, metered 30 or 50 amp 110-volt electrical service is available to liveaboard tenants. The Marina Fee Schedule establishes base and metered use fees to be billed to the Applicant's moorage account. Due to inclement weather conditions and other acts of nature, the Marina cannot guarantee that electricity will be available in the marina at all times.

Applicant shall use a commercially manufactured shore power cord in undamaged condition and of sufficient size to match both the electrical disconnect device ("Breaker") rating of the power pedestal socket in use and the vessel's shore power input as equipped. The vessel shall be equipped with a main Breaker of appropriate rating located immediately between the shore power input and vessel's main electrical distribution panel. At no time shall Applicant adapt any cord or socket that is rated lower than the immediately upstream Breaker of the vessel electrical system or power pedestal socket. At no time shall shore power cords be covered by objects or otherwise for any reason, excepting for a purpose-made cord cover meant for UV protection.

WATER: Non-potable water is available throughout the marina. Direct connection of hoses to a vessel's pressurized water service is not permitted at any time. Applicant agrees to use the freshwater resource wisely and frugally and is encouraged to report any issues or leaks to the Marina staff.

INCLEMENT WEATHER: When below-freezing temperatures are expected or are occurring, Applicant understands that water to the docks may be shut-off to protect the pipes from damage. When water is not available, pump-out facilities will also not be available. Staff will make a best-effort to communicate a water shutdown in advance when possible. Liveaboards are advised to pay attention to the forecast and maintain enough water on board to endure an extended shutdown. A hose bib outside the Marina Maintenance office will be available for filling portable water containers should the need arise.

GARBAGE / RECYCLING: Garbage and recycling services are included with the Applicant's Moorage Agreement exclusively for waste generated in the normal use of the vessel. The Marina does not offer waste pick-up or removal from vessels or finger floats. Liveaboard customers are responsible for disposing of waste in the provided dumpsters.

The Marina acknowledges that a Liveaboard will typically generate more waste than a recreational boater, the additional cost of which is accounted for in the Liveaboard fee. The Marina does not authorize disposal of any waste generated elsewhere, large items (mattresses, boat parts, etc.), appliances, or electronics in the Marina's dumpsters. The Applicant agrees that such items will be disposed of by Applicant at Applicant's cost by taking them to a location such as the Skagit County Transfer Station for proper recycling and disposal.

MARINE ENVIRONMENT:

Barriers inherent to the marina must be taken into consideration before marina customers decide whether to liveaboard. These include the fact that ramps are the only access in and out of the marina and may change in incline by more than 40 degrees in less than 24 hours resulting in extremely steep ramps at low tide. The Marina is not able to offer personal assistance to customers boarding or disembarking vessels nor entering or leaving the marina.

The piers, ramps, and dock floats have different and sometimes uneven surfaces such as wood, concrete, and metal which may be slippery when wet or frozen. Wind and waves may add unexpected motion to floats at any time without warning making walking difficult. From time to time, due to snow, ice and wind, access to or from the marina may not be possible.

TERMINATION: Applicant must give thirty (30) days advance written notice to the Marina of intention to terminate liveaboard status. Liveaboard fees will be levied for 30 days after the required notice is received. Failure to comply with marina policies and rules shall be grounds for immediate termination of the Liveaboard Permit by and at the sole discretion of the Marina Manager.

PERIODIC REVIEW: The Shelter Bay Marina may periodically review the Liveaboard Policy. The Board of Directors have the authority to change or update this policy as deemed necessary. It is the responsibility of Liveaboard customers to review the updated policy.