

## 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](http://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.

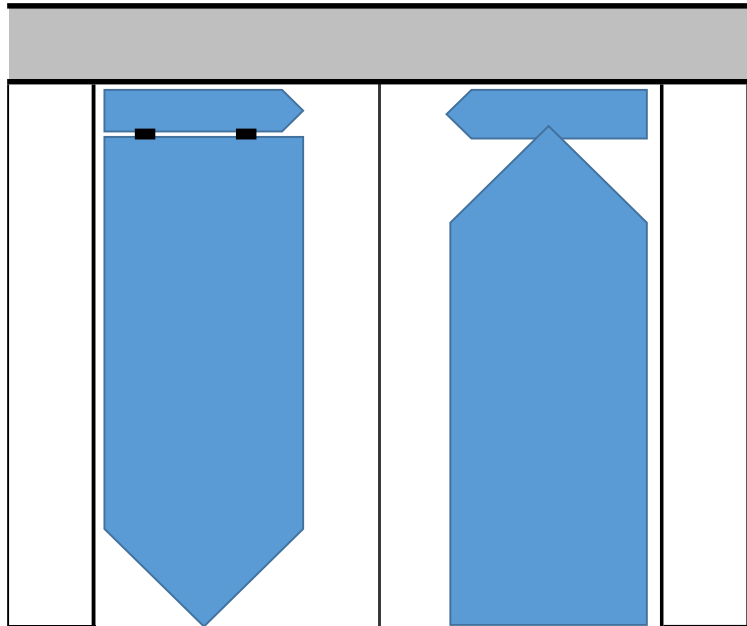
13. **Storage of Dinghies/Tenders.**

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.