

**Port Ludlow Marina**  
*Port Ludlow Associates, LLC.*

**REGULATIONS and POLICIES**  
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# **PORT LUDLOW MARINA**

## **REGULATIONS, POLICIES, AND PROCEDURES**

### **I. INTRODUCTION**

#### **A. PURPOSE**

The purpose of the Marina Regulations, Policies, and Procedures is to promote the safe and efficient operation of the Port Ludlow Marina and to provide equitable service for vessel owners and the public.

#### **B. NOTIFICATION**

It is the user's responsibility to obtain a copy of the Marina Regulations, Policies, and Procedures manual from the Marina. The Marina does not accept responsibility for mailing or delivery of the Marina Regulations, Policies, and Procedures manual or for ensuring that Marina users have familiarized themselves with Marina regulations. Copies will be made available in the Marina Office for all interested parties.

#### **C. APPLICATION**

1. Signature of permittee on Port Ludlow Marina Moorage Agreement shall constitute applicant's agreement to become familiar with these Regulations and agreement to comply with the same, but moorage permittees and occupants of Marina property shall be bound by said regulations whether or not they have signed such application or agreement.
2. Anyone present on or in the Marina area and/or using Marina 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 Marina Management.

#### **D. COMMUNICATIONS**

Marina Management may be contacted via telephone twenty-four hours per day by calling the Marina offices at 360.437.0513, during working hours, or calling the Marina Manager after hours @ 1-360-316-1162.

Radio Call: Port Ludlow Marina

VHF Frequency: Channel: 68 or 16

#### **E. DEFINITIONS**

1. "Moorage" means any properties or facilities owned by the Port Ludlow Marina, which are capable of use for the moorage or storage of vessels, kayaks, dinghies, and seaplanes.
2. "Marina" means all water, land, airspace, buildings, and structures with the boundaries of the Port Ludlow Marina complex.
3. "Marina Management" refers to management of the Port Ludlow Marina, Port Ludlow Associates, and Port Ludlow Resort.

4. "Permittee" means every person, firm, partnership, corporation, associate agent thereof, with actual or apparent authority, who expressly or implicitly moorage,
5. "Marina" shall mean the "Resort at Port Ludlow Marina " and/or its representatives.
7. "Subleasing" means allowing a person other than the permittee of record to place his/her vessel in a leased moorage, whether for rent, other consideration, or no consideration at all.
8. "User" is defined as any person, including boat owners/operators, Seaplane owners/operators, the public, entering the Resort at Port Ludlow Marina.
9. "Vessel" means every manner of craft or other artificial device designed for and capable of self-propulsion and as a means of transportation.
10. "Vessel of Record" means the vessel which has been solely authorized by the Marina to occupy a leased moorage.

#### **F. AUTHORIZATION TO ADMINISTER REGULATIONS AND PROCEDURES**

1. Marina Management may request persons violating these regulations to leave the Marina. Marina Management may enforce these regulations through any legal mean and also obtain the assistance of law enforcement officers for the purpose of protecting property, lives, the environment, or preserving the peace.
2. The violation of any regulation governing Marina moorages or lands may result in the revocation of the privilege of use of such facilities, and the offender may thereupon become a trespasser and subject to prosecution accordingly.
3. If a trespasser's vessel is not removed from the Marina after reasonable efforts by Management to notify the vessel's owner, it may be impounded and removed by the Marina or by private contractor. In non-emergency circumstances, notification may be delivered to the subject vessel twenty-four (24) hours prior to impoundment. In emergency circumstances, the vessel may be impounded and moved without notice to the owner. All charges incurred will be assessed against the vessel and/or its owner.
5. Marina Management may interpret the reasonable intent of these regulations, consistent with the policies and procedures adopted by the Marina, to carry out the purposes of these regulations.

#### **G. DENIAL OF USE OF MOORAGE**

Marina Management may deny the use of any of the facilities of the Marina or moorage when such use would not be in the best interest of the Marina.

#### **H. APPLICABLE STATUTES, STANDARDS, AND REQUIREMENTS**

All applicable Marina. Municipal, County, State, and Federal regulations and laws, and generally accepted safety standards and requirements, apply to users of the Marina.

#### **I. INVALIDITY OF PARTICULAR PROVISIONS**

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

## **II. GENERAL USER REGULATIONS**

### **A. ASSUMPTION OF RISK**

Anyone visiting or using the Marina or its facilities does so at his/her own risk. The Marina does not assume any responsibility for personal injury, loss or damage to property, or to the environment caused by the user.

### **B. VEHICLE TRAFFIC/PARKING**

1. Marina Management may establish such reasonable traffic and parking regulations as may be required for orderly handling of motor vehicles on the Marina premises, including the posting of "No Parking" areas and such other regulations as may be required. A vehicle parked in violation of any such signs or regulations may be towed away and impounded and will be released only after all charges and costs have been paid.
2. The vehicle parking areas are to be used only for temporary vehicular in connection with the use of the Marina's facilities.
3. Except where specifically designated and posted by the Marina. No overnight camping in vehicles, tents, or otherwise is permitted on any Marina property.
4. Marina users will not store recreational vehicles, travel or boat trailers or any other personal property on any Marina property.
5. All boats or vehicles using facilities or space within the Marina are subject to all of the charges, rules, and conditions as prescribed by the Marina.

### **C. GARBAGE**

1. Dumpsters are provided throughout the Marina for the collection of boating generated refuse. All appropriate garbage will be deposited in these containers. No garbage, or trash, or other material, liquid or solid, shall be deposited in the water, or the land areas of the Marina facilities, or on any floats or piers.
2. Recycle containers are provided throughout the Marina for the collection of mixed paper, glass, and aluminum. Users are required to use these containers for these items
3. Depositing of non-marina related refuse in Marina containers is PROHIBITED. Violators will be prosecuted or subject to civil penalties.
4. If the Marina determines that an individual has caused the Marina 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.
5. Users shall not deposit any of the following items in garbage containers, unless specifically designated for that use:

- a. Fuel/Oil or Other Petroleum Products
  - b. Paints/Thinners
  - c. Batteries/Tires/Plastics
  - d. Lumber/Stumpage
  - e. Drywall/Sheet rock
  - f. Roofing Materials
  - g. Carpeting
  - h. Fly Ash
  - i. Concrete
  - j. Oversize Items (larger than 6 ½ feet in length)
  - k. Boat Fixtures (fuel or water tanks, etc.)/Appliances
  - l. "Moderate-risk", "Dangerous wastes", "Hazardous substances", "Hazardous waste", or "Extremely hazardous waste" as defined in RCW 70.105.010; "Pesticide" as defined in RCW 15.58.020' or "Hazardous household substances" as defined in RCW 70.105.220.
6. The user is responsible for removing these items from the Marina.
  7. Users of the Marina are encouraged to note vehicle license numbers of violators and to report such incidences to Marina Management.

***D. SWIMMING, FISHING, WATER-SKIING, AND DIVING***

1. Swimming and water-skiing are prohibited within the Marina.
2. Diving within the Marina is prohibited, except for divers working upon the underwater portion of vessels, or employed by the Marina. Bottom cleaning of vessels with anti-fouling paint is prohibited by divers. Any diving done for vessels is done with a full assumption of risk by the parties involved and with no liability to the Marina. Divers must have a copy of their insurance filed at the marina office.
3. Fishing from piers is prohibited with out prior permission from marina management.

***E. CONDUCT & DRESS CODE***

1. Behavior, which disturbs or creates a nuisance for others in the Marina or on the premises adjacent thereto, is prohibited.
2. There will be no loud music or party gatherings on the docks after 11pm.
3. Shoes and shirts must be worn at all times while on marina docks and piers.

#### **F. CHILDREN**

1. Parents or other responsible adults shall supervise children under the age of twelve (12) years while on any floats within the Marina.
2. Children under the age of sixteen (16) years shall not operate vessels within the Marina unless supervised by a parent or other responsible adult.
3. Children under the age of 12 years will be asked to wear a life jacket while on the marina piers and floats

#### **G. PETS**

1. Pets must be kept on a leash or carried while on Marina premises.
2. Owners of pets are responsible for immediate and proper clean up and as per Port Ludlow's animal control regulations.
3. Any animal found wandering unattended within the Marina will be turned over to the nearest Animal Shelter.

#### **H. SIGNS AND HANDBILLS**

1. Posting of signs on Marina premises shall be subject to the approval of Marina Management.
2. Distribution of advertising or handbills on vehicles or vessels is not permitted within the Marina complex.
3. A bulletin board is located in the breezeway just east of the marina office. All materials must be approved through the marina office. Material must be dated with the current date and must be boating related material only.

#### **I. BICYCLES, SKATEBOARDS, MOTORCYCLES**

Riding of bicycles, skateboards, motorcycles, or similar vehicles on floats is prohibited.

#### **J. FIREARMS**

The display or use of firearms or airguns on Marina premises is strictly prohibited.

### **III. BOAT OWNERS/OPERATORS REGULATIONS**

#### **A. VESSEL IDENTIFICATION**

1. All vessels entering or leasing moorage in the Marina must have valid identification permanently affixed to the hull and clearly visible from the outside.
2. State or Coast Guard registered vessels shall display registration numbers and a valid registration decal.
3. Documented vessels shall have the documented name of the vessel and a valid registration decal displayed on the hull.

4. Failure to display either the registration number or the documented name of the vessel on the hull may be cause for refusal of moorage or other access to the Marina.

## ***B. MANEUVERING***

1. The Marina defines all water areas east of and inside the breakwater floats of the Marina as narrow channels as defined by the U.S. Inland Rules of the Road. Therefore, a sailboat or any other craft does not have the right-of-way over another vessel based solely on its method of propulsion.
2. The movement of vessels within the Marina shall be for the purpose of mooring, fueling, entering, or leaving a slip only. No random sailing or cruising by motor vessels will be permitted.
3. Vessel operators will control their speed so as not to leave a wake and will be held responsible for any wake damage caused by excessive speeds.
4. Any vessel, vehicle, property, gear, or equipment, will be parked, stored, moored or maneuvered in the Marina in a safe and orderly manner. Whenever ice conditions are present within the Marina, there will be no movement of vessels.

## ***C. INSPECTION OF PREMISES***

1. Vessels in the opinion of Marina Management that are hazardous to Marina property or other vessels or facilities may be denied permission to remain on Marina premises.
2. Upon request, a boat owner must grant permission for an on-board inspection of his vessel by Marina Management for the purpose of determining compliance with applicable Marina regulations and policies.
3. See **(0) Vessel Maintenance** for more detail

## ***D. DISCHARGE OF BLACK WATER AND GRAY WATER***

1. All vessels, which moor in the Marina, must be in compliance with all regulations established by the United States Coast Guard or other federal or state regulatory agencies.
2. Discharge of black water from vessels while in Port Ludlow is prohibited.
4. Sanitary waste disposal facilities are available at designated locations within the Marina at no charge to users. The portable pump out is located at the marina office and may be used during business hours at no cost. If you would prefer a staff member to pump your holding tank there will be a minimal charge. All users shall use these facilities for the disposal of raw sewage.
5. Live aboards must pump their holding tanks on a monthly basis
6. A pump out log is located on the fuel dock shed, all vessels utilizing the pump out must sign the pump out log.
7. The discharge of gray water is not prohibited, but discourage while in the marina. Only Biodegradable soaps and cleaners may be used while in the Port Ludlow Marina.

## ***E. WASTE OIL DISPOSAL***



1. The oil dump is owned and operated by Jefferson County. Boat owners are cautioned, however, that only oil can be dumped. No oil-and-water, oil-and-antifreeze, or oil-and-fuel mixes can be dumped. They have to be taken to the hazardous waste disposal site at the Port of Port Townsend Boat Haven or designated site.
4. The oil dump is located on the East Side of the marina parking lot.

#### **F. UNATTENDED VESSELS**

Vessels, when unattended, must be securely moored with adequate bow, stern, and spring lines. No lines shall cross walkways.

#### **G. STORAGE ON PIERS OR FLOATS**

1. All users of the Marina or its facilities for moorage or otherwise, shall keep their vessel, dock box, and pier or finger pier in the vicinity of their vessel neat, clean and orderly, and shipshape at all times.
2. Storage of anything on piers or floats is prohibited, except in Marina approved dock boxes. Items or materials stored on the floats or piers may be impounded at the owner's risk and expense.
3. Storage of oily rags, paints, gasoline, or other flammable or explosive Hazardous material are prohibited on or within the Marina complex, except for gasoline stored aboard a vessel in U.L. or Coast Guard approved gasoline containers.

#### **H. DINGHIES**

Dinghies, rowboats, skiffs, or other such vessels are not allowed on floats. They must be stowed on the permittee's vessel or, if small enough so as not to interfere with the regular moorage of any vessel (at the discretion of Marina Management), moored in the water so as not to exceed maximum overhang criteria.

#### **I. MOORAGE ON FUEL DOCK**

Vessels will not be berthed at the fuel float, except for authorized purposes.

#### **J. DOCK CARTS**

Dock carts are provided throughout the Marina for the use of permittees. Carts must be returned to the foot of the ramp or to proper storage areas after each use.

#### **K. FENDERS**

1. Permittee and vessel owners are responsible for adequate tendering to protect their vessels and adjacent vessels.
2. No fixed or permanent fenders shall be attached to any float without the consent of Marina Management. Only uniform, commercially produced, fender material will be approved.

#### **L. MODIFICATION OF BERTH**

Customizing of slips will be limited to the addition of commercially available poly protectors, bumpers and wheels. Line holders may also be installed. The Marina management must approve the plan for the attachment of any item to the docks. Marina management will remove

any non-commercial made fenders. The tenant must remove any customizations when he/she vacates the slip. Installations must be in a professional manner.

**M. TELEPHONE**

Telephone installation will be at the permittee's expense and must comply with Marina and general telephone specifications.

**N. ELECTRICITY**

1. Tampering or interfering with the electrical distribution panels, meters, circuit breakers, outlets, or other parts of the electrical system on any float is prohibited.
2. The use of another permittee's electrical outlet without their express permission is prohibited.

**O. VESSEL MAINTENANCE**

1. All permanently moored vessels in Port Ludlow Marina must be operable and seaworthy.
2. "Operable" means capable of safely maneuvering under its own power whether it is sail or engine, from the mooring to another port of call and back to its mooring. In cases where a vessel appears to have not left its mooring for a long period of time and the question of operability arises, Marina Management may require a demonstration of the vessel's operability. At least thirty- (30) days advance written notice must be given to the vessel's owner for such a request. In cases where a vessel is found to be inoperable, the owner shall have ninety (90) days to effect repairs. If after ninety (90) days the boat is still inoperable, the Moorage Agreement will be terminated. An extension of up to an additional ninety (90) days to complete repairs may be granted if the vessels owner has, in the sole opinion of Marina Management, made substantial progress toward completion of repairs. This section is not intended to apply to any brief period of repair common to most vessels. Marina Management may repeat this request to test operability as needed.
3. "Seaworthy" shall mean that the vessel's hull, decking, cabin and mast are structurally sound and generally free from dry rot or other similar defect or deficiency. If a dispute over the seaworthiness of a vessel arises, the opinion of a qualified independent marine surveyor may be obtained at the owner's expense. If a determination is made that the vessel is unseaworthy, ninety (90) days shall be granted to repair the vessel. If after ninety (90) days the vessel is still determined to be unseaworthy, the Moorage Agreement of said vessel shall be terminated. An extension of up to an additional ninety (90) days to complete repairs may be granted if the vessels owner has, in the sole opinion of Marina Management, made substantial progress toward completion of repairs. In cases where determination of operability, design and/or seaworthiness is in dispute, Marina Management's decision will be final. All non-documented boats must have current registration papers and registration numbers on the hull in a manner conforming to Washington State law. Documented boats must provide a copy of their documentation.
4. Vessel exteriors must be maintained in a seaworthy manner. There will be no excessive peeling of paint or varnish, gelcoat blistering, or build up of sea life, moss or algae on the vessel surface. All area below the water line must be cleaned at least once every two years.
5. All boats in slips and over 22' must have a working automatic electric operated bilge pump. Such bilge pumps shall be either directly connected to shore power or the boats

D.C. electrical system.. Boats on side ties, Rear floats, and New Walk should have an AC operated pump.

6. The marina staff will mail "Courtesy Notices" to tenants when deficiencies that might affect this policy are noted. Courtesy Notices that are ignored may lead to a termination or non-renewal of their Moorage Agreement. Courtesy notices will be sent to billing address provided by owner.

#### **P. LANDING STEPS**

No dock steps will be allowed on the finger piers deeper than 24" in order to provide the least hindrance to the use of the finger pier. All new boats entering the marina must use commercially built steps, any exceptions by approval of the Marina Manager or Dockmaster.

#### **Q. FUELING OF VESSELS**

1. Fueling of vessels is prohibited in moorage areas.
2. Vessels will be fueled at the fuel dock

#### **R. OPTIMUM UTILIZATION OF MOORAGE**

Vessels may be moved by Marina Management for the purpose of protecting life or property, to accommodate Marina repairs, improvement, maintenance, construction, or emergencies, and when necessary, to manage unapproved use of the facility, with or without advance notice to or consent of vessel owner.

#### **S. COLLECTION OF DELINQUENT MARINA CHARGES**

In the event that the permittee or user does not pay the fees and/or other charges which are accrued in favor of the Marina, the Marina may initiate collection proceedings as provided for in RCW 53.08.310 and 53.08.320. The Marina may retain a collection agency for the purpose of collecting public debt as provided for in RCW 19.16.500. (See: X. Collection of Delinquent Port Charges)

#### **T. WINTER STORAGE**

The use of household tarps for protecting your vessel through the winter months is prohibited. Tarps become loose and rip causing a hazard in the water if blown off the vessel. All winter coverings must be approved before being installed on your vessel. Marina management may remove any tarps that appear to be loose or frayed.

### **IV. LEASE POLICIES AND PROCEDURES**

#### **A. WAIT LIST**

1. A wait list for each slip length will be compiled and regularly updated. Regular moorage assignment for those seeking permanent moorage in the marina will be made from this list.
2. A non-refundable wait list registration and administration fee will be charged, and must be renewed on an annual basis. (Calendar year)

3. If any applicant on the wait list fails to accept moorage or can not be contacted within 72 hours of the date moorage is offered the applicant will forfeit their spot on the wait list. If they wish to remain on the wait list they must resubmit a waitlist application. The date of the new application is your new waitlist date
4. If applicant agrees to the offered moorage, the applicant has 15 days to submit contract to marina office with all applicable moorage fees. The moorage contract will have first months prorated amount from the date of offer.
5. Applicants are responsible for keeping the marina advised of applicant's current address and phone numbers.
6. WAIT LIST APPLICATION IS FOR THE SLIP SIZE NOTED ON THE WAIT LIST APPLICATION BY LOA AND BEAM. If you decide to purchase a larger or smaller vessel before assignment of moorage and want to move to a different size slip from what is noted on the Wait list application, there is a non-refundable charge of \$10.00. You must submit a new waitlist application with all appropriate information regarding the new vessel. The date of the new application is your new wait list date. Please note the waiting times vary for each slip size.
7. It is the applicant's responsibility to provide an emergency contact for use by the marina office in the event that the moorage becomes available and the applicant temporarily can not be reached at the phone number listed on the application.

#### **B. PROOF OF VESSEL OWNERSHIP**

1. All permittees must provide proof of ownership of the vessel that will occupy their assigned berth. This vessel will become the "vessel of record" for that berth. Original documents, including but not limited to the following, will be required to establish proof of ownership:
  - a. Current Certificate of Title, showing the proper individual(s) as owner(s) of the vessel of record.
  - b. Current State registration certificate, showing the proper individual(s) as owner(s).
  - c. Current U.S. Coast Guard documentation papers, showing the proper individual(s) as owner(s).
  - d. Financing papers showing the proper individual(s) as owner(s).
  - e. Executed use tax return.
8. Failure or inability to provide satisfactory proof of ownership will result in denial of moorage privileges or termination.

#### **C. DIMENSIONAL CONSIDERATIONS**

1. Marina Management with regard to a vessel's overall length, beam and operational characteristics assigns Moorage. The overall length of a vessel shall be the measurement from the extreme point of the bow to the extreme point on the stern, including all gear and appurtenances. Management reserves the right to administer these policies on an individual basis to ensure fairness to all users.
  - a. Minimum Requirements

As established in the Marina Moorage Agreement, Marina Management must ensure that berths are utilized in a manner that will permit maximum efficient public utilization of the Marina's facilities.

b. Maximum Requirements

No vessel shall exceed the maximum length or allowable width of any assigned berth, except as may be permitted at the discretion of Marina Management, consistent with necessary turning radius and safety considerations.

2. A vessel may be transferred to an appropriate length or width berth if deemed appropriate by Marina Management to ensure proper utilization of the facility.

**D. OCCUPANCY OF ASSIGNED BERTH**

A berth may be subleased for a maximum of six (6) months in a twelve (12) month period with the approval of Marina Management.: ( See VI: Subleasing pg. 14)

**E. STANDARD BERTH ASSIGNMENT**

1. To accept a berth assignment, each applicant is required to complete and sign a Port Ludlow Marina Moorage Agreement, signifying that they agree to familiarize themselves with and comply with the conditions and policies of that lease and all Marina regulations, policies, and procedures.
2. When a berth is assigned, each applicant is required to pay a deposit equal to one month moorage, and the prorated current month moorage.
3. New permittees must provide proof of ownership of the vessel that will occupy their assigned berth at the time of signing the Marina Moorage Agreement.
4. In the event that a permittee does not own a vessel when accepting a berth assignment, the berth may be subleased in compliance with subleasing procedures outlined in section VIII. Subleasing.

**F. TRANSFER OF BERTH ASSIGNMENT WITH SALE/PURCHASE OF VESSEL OF RECORD**

When a Moorage Agreement Tenant sells his/her boat, the buyer may keep the boat in an assigned slip until the expiration of the existing Moorage Agreement (typically until December 31<sup>st</sup>) or six months, whichever is greater. Rent must be paid and marina policies followed. The new boat owner may add his or her name on the Wait List for a slip if desired. If the new owner cannot secure a slip via the Wait List before the expiration of the Moorage Agreement or the six-month period, then he or she must vacate the marina.

**G. BERTH TRANSFERS/TRADES**

1. A moorage holder may fill out a "Request to Move" application to move from one berth to another providing that the berth is of an equal length as that already leased. Exceptions will be made for those tenants leasing variable side ties. Tenants leasing variable side ties may sign a request to move application for an appropriate size berth for their currently owned vessel.
2. If moorage holder is looking for a larger or smaller slip than currently leased, applicant must go on the wait list for that size berth. (See IV: Wait List pg. 9)

3. A "request to move" list for each berth length will be compiled, and regularly updated in the Marina office. Transferring of berths will be made from these lists based on seniority dates.
4. A non-refundable, annual, request to move application and administrative fee of \$20.00 will be charged.
5. If an applicant on the musical boat list fails to accept the offered transfer slip, or cannot be reached in 72 hours of the date moorage is offered, the application will be canceled. Applicants are responsible for keeping the marina advised of applicant's current address and phone numbers.
6. It shall be the responsibility of the applicant to make arrangements to move the vessel to the newly assigned slip within 72 hours of the accepted transfer.
7. It shall be the responsibility of the applicant to provide an alternate contact party in the event applicant cannot be reached.

#### **H. PARTNERSHIPS**

1. The Port Ludlow Marina does recognize partnerships in an established vessel of record.
  - a. Partnerships must be declared and the names of the partners recorded at the time that the individual(s) apply for moorage on the waiting list, or at least twelve (12) months prior to acquiring moorage.
  - b. In the event that moorage is acquired through the purchase of a vessel of record, the partnership will be declared, and the names of the partners recorded, when the transfer takes place.
  - c. One partner must be designated as the "partner of record" and will be responsible for all moorage fees and moorage requirements.
  - d. Proof-of-ownership of the vessel of record must be provided, showing each partner as an owner of the vessel.
  - e. Each partner must own a minimum of twenty percent (20%) of the vessel, and must substantiate this ownership. In addition to regular proof of ownership documents. Partners may be required to provide additional proof of the partnership arrangement. Acceptable documentation may include, but not be limited to, the following:
    - 1) Personal property tax records;
    - 2) Canceled checks/money orders, showing each partner's financial interest;
    - 3) Purchase agreement/receipt;
    - 4) Financial institution records;
    - 5) Insurance policy;
    - 6) Repair and expense records.

## ***I. LEASED/CHARTERED VESSELS***

1. A permittee who leases or charters a vessel may establish it as their vessel of record, subject to the following limitations:
  - a. A copy of the lease contract/charter agreement must be provided to establish the authenticity of this agreement.
  - b. Copies of the vessel owner's business license(s) and tax registration must be provided, verifying that they are legitimately engaged in the business of leasing boats.
  - c. The assigned permittee(s) shall lease or charter one hundred percent (100%) of the vessel named in the lease contract.
  - d. The lease/charter agreement must have a fixed expiration date. At expiration of the specified lease/charter period, the vessel must be removed from the premises or proof of ownership established. (See: V. Lease Policies and Procedures. A. Proof of Vessel Ownership)

## ***V. COMMERCIAL USE OF MOORAGE***

### ***A. COMMERCIAL VESSELS defined.***

Vessels primarily engaged in a trade or business for the generation of income including, but not limited to, fishing boats, dive boats, tugs, etc.

### ***B. AVAILABLE MOORAGE.***

1. Fishing or dive boats may moor at the marina during their respective harvest season where the intent is overnight moorage.
2. Seasonal Moorage will be available to commercial vessels during the winter period provided that slips are vacated on or before April 1st.

### ***C. RESTRICTIONS.***

1. No commercial activities can be conducted on the docks.
2. Product may not be off-loaded at the marina or on the docks.
3. No repair of nets, lines or equipment will be permitted on the docks.
4. Product may not be sold to the public or others from the docks or vessel while moored at the marina.
5. Vessels in extreme disrepair or deemed to be a hazard may not moor at the marina.
6. No permanent moorage will be available to commercial vessels.
7. No vessel may pollute the harbor by discharging bilge's, petroleum products, black water or fish by products or any hazardous material into waters.

### ***D. EXCEPTIONS.***

1. Charter vessels may enter into a contract to moor at the marina where the intent is to engage in short term "for hire" trips for the general public.
2. Charter vessels not moored at the marina may land for the purpose of picking up or discharging passengers provided they have obtained permission of Marina Management and the stay is less than four hours.
  3. Police or emergency vessels, pollution control vessels, or tribal/state vessels whose purpose is the monitoring and enforcement of commercial activities in the general area.

## **VI. SUBLEASING**

### **A. POLICY STATEMENT**

In the event that a tenant will not be using his/her assigned berth for a period of time, the Marina does permit a sublease of the berth, provided that the arrangements are recorded in the Marina office and meet the provisions of the Marina sublease policy.

### **B. AUTHORIZATION TO SUBLEASE**

1. All subleases must be approved through Marina Management. Records of Sublease forms are available for this purpose.
2. Any time that a vessel other than the vessel of record will occupy a berth, a "Record of Sublease" must be recorded in the Marina office
3. Both the Moorage holder and Sub-Lessee are required to sign the "Record of Sublease"

### **C. TIME LIMITATION**

Subleases are allowed for a maximum of six (6) months in a 12-month period. Extensions may be approved through marina management.

### **D. RESPONSIBILITIES OF SUBLESSER**

1. The Sub-Lessee is responsible for contacting the potential Sub-Lessee for its Arrangements, and for recording the Sublease with the Marina office.
2. The Sub-lesser is responsible for all charges that accrue to the Marina, and will continue to receive the billing statement. The Marina will not change the billing address to that of the Sub-Lessee.
3. The Sub-lesser may not charge the sublessee more than the prevailing berth rates.
4. The Sub-lesser is responsible for notifying his/her Sub-Lessee of pending sublease expiration and/or ensuring that sublessee removes their vessel from the slip

### **E. RESPONSIBILITIES OF SUBLESSEE**

1. The Sub-Lessee will be charged an one time administrative fee of \$120.00 for the Sublease.
2. The Sub-Lessee is subject to the same regulations and procedures as Sub-lesser



and must abide by all terms and regulations set forth by the Resort at Port Ludlow.

## **VII. LIVING ABOARD**

### **A. DEFINITION**

A liveaboard is defined as any person(s) residing on their vessel over 14 days in a one-month period. If you reside on your vessel over 14 days you are considered a liveaboard and must pay all applicable fees retaining to living aboard.

### **B. AUTHORIZATION**

The Port Ludlow Marina liveaboard policy requires written liveaboard authorization for person(s) residing on their vessel. A Liveaboard agreement may be picked up at the Marina office. Only person(s) named on this agreement shall reside aboard the vessel. .

### **C. RULES**

1. Liveaboard tenants shall submit to inspection of their vessels plumbing and mechanical systems to verify compliance with state and local public health and safety laws. Such inspections will be made at the sole discretion of marina management.
2. Pets are welcomed but not encouraged to reside on the vessel. All Pet owners must keep their pet on a leash at all times while on marina premises including the docks. Pet owners must clean up after their pets. Pooper Scoopers are strategically placed around the marina premises for your use.
3. Liveaboards must agree to enhance Marina security by calling to the attention of Marina staff any damage to boats, unauthorized persons on docks, possible theft, unsafe practices, etc. In case of a fire, liveaboards are expected to dial 911 for assistance, and contact Marina management as soon as possible.
4. Liveaboards are **required** to use the pump out station on a monthly basis. Failure to do so will result in termination of the liveaboard agreement. A pump out log is stationed at the fuel dock. Dumping of black water will result in termination of the liveaboard agreement and moorage agreement. (See pump out rules and regulations Pg. 6)
5. Vessels must at all times meet Federal, State, and local laws that include those pertaining to navigational and safety equipment. Vessels must be completely seaworthy and ready for immediate cruising in local waters. A vessel that is being used only to liveaboard and not for the purpose of cruising is not eligible for moorage.
6. Liveaboards must follow all rules and regulations stated in this manual.