



# Oak Harbor Marina

## Policies, Procedures & General Operations



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## I. Introduction

### Purpose

To establish, implement and maintain policies, rules, and regulations for safe, secure, and efficient operations of the Oak Harbor Marina while providing superior customer service for boaters, tenants, licensees and other public users of the facility.

### Scope

The policies, rules and regulations contained herein apply to all persons, vehicles, vessels, tenants, and licensees operating within or at the Oak Harbor Marina and shall supersede all previous Rules and Regulations at the Marina. In the event these policies and procedures conflict with any provision of the Oak Harbor Municipal Code (OHMC) the provisions of the OHMC shall control.

### Notification

It is the user's responsibility to obtain a copy of the Marina Rules and Regulations manual from the Marina. Oak Harbor Marina does not accept responsibility for mailing or delivery of the Marina Rules and Regulations manual or for ensuring that Marina users have familiarized themselves with Marina regulations. Copies will be made available on the Marina website and in the Marina office for all interested parties.

### Application

These rules and regulations apply to all users of the Oak Harbor Marina. Failure to adhere to these regulations, policies and procedures may result in termination of services such as, moorage and storage.

### Authorization to administer marina rules and regulations

Oak Harbor Municipal Code 6.140.144: The Harbormaster shall have the authority to issue orders and/or written rules and regulations necessary for the safe and efficient operation of the marina consistent with this chapter and for the preservation and use of park and open spaces included within the marina. (Ord. 1127 § 2, 1998; Ord. 664 § 15, 1984).

1. The Harbormaster or his designee is authorized to enforce these regulations by written or verbal directions or any other legal means.
2. The Harbormaster may request persons violating these regulations to leave the Marina.
  - a. The Harbormaster may enforce these regulations through any legal means. The Harbormaster is also authorized to obtain the assistance of law enforcement officers for the purpose of enforcement of the Oak harbor Municipal Code, State and Federal laws and protecting property, lives, the environment, or preserving the peace.
3. All applicable provisions of the Oak Harbor Municipal Code (OHMC) shall apply within the Marina including, but not limited to Chapters 6.36, 6.40 and 6.41 OHMC.
4. Violation of the OHMC or any regulation governing marina moorages and storages, or lands may result in the revocation of the privilege of use of such facilities, and the offender may thereupon become a trespasser and may be subject to prosecution.

## Denial of use of Moorage

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

## 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.

## II. Definitions

“Berth” means a vessel assigned space in the marina.

“Black Water discharges” means any treated or untreated human waste discharges.

“Charges” for moorage and storage, and all other charges and fees owing or to become owing between a user and the Marina, or under Rates and Fees, and may include, but not limited to, costs and expenses, including attorneys’ fees and court costs incurred in salvage, termination, removal and/or sale of vessels and penalties.

“Clean Marina Washington Program” an incentive-based certification where marinas continually assess their operations and implement improvements to better protect the environment.

“Customer” means every person, firm, partnership, corporation, association, organization, or agent thereof, with actual or apparent authority, who expressly or implicitly contract for use of the Marina.

“Guest Vessel” means a vessel that belongs to an owner who does not have a moorage agreement with the Oak Harbor Marina.

“Harbormaster” is the staff member responsible for the management of the Marina, either personally or through any person with whom the Harbormaster may delegate his/her authority.

“Length Overall” means the length of the vessel including all gear and appurtenances.

“Liveaboard” A person who was granted a revocable license from the Oak Harbor Marina to reside in their vessel for more than 3 days in a 7-day period.

“Marina” means the City of Oak Harbor, its officers, agents elected and appointed officials including, but not limited to the Harbormaster, his designee, and the Oak Harbor Marina. The Marina also includes but is not limited to, water, land, airspace, docks, piers, structures, facilities, and all buildings owned or operated by the City of Oak Harbor within and adjacent to the boundaries of the Marina.

“Moorage Facility” is any property or facility owned or operated by the City of Oak Harbor which is capable of use for the moorage or storage of vessels and/or marine related items.

“Motor Home” is a vehicular unit designed to provide temporary living quarters for recreational, camping, or travel use, built on or permanently attached to a self-propelled motor vehicle chassis cab or van that is an integral part of the completed vehicle.

“Overhang” is any portion of a vessel or its gear (i.e. swim step, bow pulpit, bow sprit, rails, outboard motors, etc.) that extends over the end of the finger float or the walkway. More than two (2) feet of overhang indicates that the vessel is too long for the berth.

“Recreational Vehicle” is a vehicular-type unit designed for temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

“Regular Moorage” is for any vessel/vehicle or structure which is secured by written contract for a minimum of thirty consecutive days. Such moorage is subject to Washington State Leasehold Excise Tax.

“Staying aboard” is staying on your vessel in the marina for more than six (6) hours in a twenty-four (24) hour period.

“Temporary Moorage” is for any vessel/vehicle or structure which is assigned a temporarily available berth as designated by the Harbormaster or his designee. Berths available for temporary moorage are designated and authorized by the Harbormaster or designee in his or her sole discretion after considering the number of berths available, the projected transient moorage requirements and other factors which may influence the temporary assignment of a berth.

“Tenant” is a person who enters into a written agreement with the Oak Harbor Marina for the purposes of engaging in a business or other authorized occupancy on the Marina premises. Marina tenants accept facilities on Marina premises on an “as is” basis.

“Tenant Guest” is a person that does not have a vessel, storage shed, or dry storage with the marina or is not named on the moorage contract or liveaboard contract for the specific marina tenant vessel that they are an invitee of.

“Transient Vessel” is any vessel using a moorage facility and which belongs to a person who does not have a moorage agreement with Oak Harbor Marina. Transient vessels include but are not limited to, vessel seeking a harbor of refuge, day(s) use or overnight(s) use of a moorage facility on a space as available basis whereby the vessel is granted authority to moor by fulfilling the proper registration requirements, but does not enter into any type of moorage agreement.

“Vehicles” are all devices, except vessels, used on the ground to transport persons, cargo, or equipment.

“Vessels” are every type of watercraft or other artificial contrivance, powered or unpowered, capable of being used for transporting people or goods on water or for floating marine construction or repair and which does not exceed two hundred feet in length. Vessels includes any trailer used for transportation or watercraft, or any attached floats or debris (RCW 79.100.010)

“Vessel Owner” is every person or agent thereof with actual or apparent authority, who is the registered/legal owner of a vessel.

### III. General User Regulations:

#### Assumption of Risk

THE MARINA WILL NOT BE RESPONSIBLE for any injuries (including death) or property damage resulting, caused by or arising from the use of docks or Marina facilities. Any user of the marina facilities and his/her guests or agents RELEASES AND DISCHARGES THE MARINA from any and all liability for loss, injury (including death), or damages to person or property sustained while in or on the facilities of the MARINA arising by virtue of any reason including, without limitation, electrical stray current, negligence on the part of THE MARINA, fire theft, vandalism, wind storm, high or low waters, hail, rain, ices, collision or accident, or any other act of God. 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.

#### Animals

1. Animals must be kept on a leash or carried while on Marina/city property.
2. Owners of animals are responsible for immediate and proper clean-up and disposal of animal wastes, as per City of Oak Harbor's animal control regulations. Repeated complaints may result in termination of marina services.
3. Owners of animals are responsible for the behavior of their animal(s) as per Oak Harbor Municipal codes 7.08, 7.16, 7.20, 7.32, and 7.40.

#### Bicycles, Skateboards, Motorcycles

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

#### Camping

1. Camping in the marina parking lot or on the marina piers, wharfs, docks, floats and/or on marina grounds is not permitted without advance Harbormaster approval.

#### Children

1. Parents or other responsible adults shall supervise all children under the age of ten (10) years while on any floats within the Marina.
2. Children under the age of ten (10) years are strongly encouraged to wear life jackets while on any float within the Marina. It shall be the responsibility of the parents or other responsible adult to make sure children under ten (10) years wear life jackets.
3. Children under the age of sixteen (16) shall not operate motor vessels within the Marina.

#### Conduct

1. Behavior which disturbs or creates a nuisance for others in the Marina or on the premises adjacent thereto is prohibited.
2. Engaging in the use or being instrumental in the exchange or delivery of illegal drugs or other illegal substances on city property is expressly prohibited.

3. For the comfort and enjoyment of all marina tenants we require that noise levels within the marina be kept to a minimal and respectful level during the hours between 10:00p.m. and 8:00 a.m.
  - a. Chapter 6.56 of the OHMC regarding Public Nuisance Noises shall apply within the Marina.

#### Firearms

1. The discharge of firearms or air guns on Marina property is strictly prohibited.

#### Fire Equipment, Open Fire, Barbeques, Fireworks

1. Marina fire equipment is to be used for fighting fires only. The cost of illegal / unauthorized use of this equipment will be charged to the user.
2. All vessels moored in the marina will be required to maintain as a minimum the basic firefighting equipment required by the U.S. Coast Guard for a vessel of that class.
3. The use of wood stoves or fireplaces is not permitted when occupying covered moorage.
4. Open fires are prohibited on the floats, including, but not limited to cutting torches, welders, or other equipment the operation of which would pose a fire hazard.
5. Barbeques are authorized in open moorage only. Operation of barbeques in the covered moorage portions of the marina is prohibited.
6. Fireworks are not allowed on marina property at any time.

#### Garbage

1. Dumpsters are provided for authorized Marina tenants for the collection of boating generated refuse. All appropriate garbage will be deposited in these containers. No garbage, trash, oil, fuel, debris, or other material, liquid, solid, shall be deposited in the water, on land areas of the marina facilities or on any floats or piers.
2. Recycle containers are provided for authorized Marina tenants throughout the Marina for the collection of mixed plastic (#1 & 2), paper, glass, and aluminum. Users are required to use these containers for the previous mentioned items.
3. Depositing of non-marina related refuse in MARINA containers is PROHIBITED. Violators may lose their right of use and are subject to prosecution and/or civil penalties.
4. Users shall not deposit any of the following items in garbage containers, unless specially designated for that use:
  - a. Fuel/Oil or Other Petroleum Products, Paints/Thinners, Batteries/Tires/Plastics, Lumber/Stumpage, Drywall/Sheet rock, Roofing Materials, Carpeting, Fly Ash, Concrete, Oversize Items (larger than 4 ½ feet in length), Vessel Fixtures (fuel or water tanks, etc.), Appliances, "Moderate-risk", "Dangerous wastes", "Hazardous substances" "Hazardous waste", or "Extremely hazardous waste" as defined in RCW 70.105.010; "Pesticides" as defined in RCW 15.58.020; or "Hazardous household substances" as defined in RCW 70.105.220.
  - b. The user is responsible for removing these items from the Marina.
5. Users of the Marina are encouraged to note vehicle and /or vessel license numbers of violators and report such incidents to the Marina office.

## Signs and Handbills

1. Signs along the pier will be 2' x 4' and have a nautical theme and relate to the marine service industry. Posting of new signs is based on space available and at the discretion of the Harbormaster.
2. Distribution of advertising, signs or handbills on vehicles or vessels is not permitted within Marina property.

## Swimming, Fishing, Water-Skiing, and Diving

1. Swimming and water-skiing are prohibited within the Marina.
  - a. Swimming in the marina to establish ability to swim for a special group or function, may be permitted at the Harbormasters discretion.
2. Diving in the marina is prohibited.
  - a. Scuba divers may be authorized by the Marina for the purpose of inspecting or repairing the underwater portion of vessel zincs, propeller replacement, retrieval of personal property and subject to the section below entitled "Vessel Maintenance", and limited bottom cleaning.
  - b. The in-water cleaning of vessel hulls with ablative or sloughing paint is prohibited.
3. Fishing from the floats and piers is prohibited except where designated for public fishing.

## IV. Vessel Owners/Operations Regulations

### Release, Indemnification, and Insurance

1. THE MARINA WILL NOT BE RESPONSIBLE for any injuries (including death) or property damage resulting, caused by or arising out of the use of the docks or Marina facilities; the Marina user and his/her guests or agents RELEASES AND DISCHARGES THE MARINA from any and all liability for loss, injury (including death), or damages to person or property sustained while in or on the facilities of THE MARINA, arising by virtue of any reason including, without limitation, negligence on the part of THE MARINA, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God, whether CUSTOMER'S vessel is being parked or hauled by an agent or employee of the MARINA or not. All users of the Marina and its facilities, including, without limitation, moorage tenants, stored vessels, storage units and guest moorage users, shall indemnify and hold the City of Oak Harbor Marina and its employees, officers, elected officials and agents harmless from all damage to property and injury or death to persons that results, directly or indirectly from the user's use and/or occupancy of the Marina property. This indemnification shall be enforceable to the maximum extent permitted by law. This indemnification provision shall supplement any similar provisions in any other agreement that user has with the Marina.
2. All persons who berth or store a vessel in the Marina, even on a temporary basis, shall maintain insurance in force and good standing on the vessel. The insurance shall be written as Protection and Indemnity (P&I) insurance on a comprehensive coverage form with limits of at least \$300,000 per occurrence in coverage encompassing general

liability, legal liability, and pollution liability, and as otherwise required by law. The City of Oak Harbor shall be named as an additional insured on the insurance policy. As a condition of using Oak Harbor Marina facilities, the user shall have documentation available to the Marina staff, upon request and each year when it renews, which documents that the required insurance is in force. The Marina staff shall have the right but not the obligation to request such evidence of insurance. Failure to have such documentation may be grounds for termination of any moorage, vessel storage, storage units or other Marina privileges.

### Dinghies

Dinghies, rowboats, skiffs, or other such vessels are not allowed on floats. A dinghy is considered any watercraft 12 feet in length or less including any overhangs or protrusions from the vessel. They must be stowed on the tenant's vessel, or if small enough so as not to interfere with the regular moorage of any vessel (at the discretion of the Harbormaster), moored in the water as not to exceed maximum overhang criteria. Berthed dinghies must be maintained. Dinghies that collect water or are otherwise not maintained will be impounded at owners' risk and expense. Dinghies may not be used as storage units. Storage of personal gear in dinghies is prohibited. Personal gear is defined as any gear except for necessary equipment or accessories for the operation of the dinghy.

### Discharge of Sewage

1. All vessels which moor in the Marina must be in compliance with all regulations established by the U.S. Coast Guard or other federal or state regulatory agencies regarding marine sanitation devices and waste discharge.
2. Discharge of sewage except at the designated waste disposal facility while in Marina may result in termination of moorage or storage.
3. Sanitary waste disposal facility is available at the Marina fuel dock at no charge to users. All users shall use these facilities for disposal of raw sewage.

### Dock Carts

1. Dock carts are provided at the Marina for the use of tenants. Carts must be returned to the head of the ramp after each use.
2. Dock carts are not for commercial use.

### 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 tenants' electrical outlet without their express permission is prohibited.
3. All electrical cords and/or adaptor for 50 amp must be marine grade and at least 10 gauge.

## Fenders

1. Tenants and vessel owners are responsible for adequate fendering to protect their vessels and adjacent vessels.
2. No fixed or permanent fenders shall be attached to any float without consent of Harbormaster.

## Fueling of Vessels

1. Self-fueling of vessels is prohibited in moorage areas.
2. All vessels whether self-fueled or purchasing fuel at the marina will be fueled at the fuel dock.

## Inspection of Premises

1. Vessels (in wet or dry storage) which, in opinion of the Harbormaster, are hazardous to Marina property or other vessels or facilities, may be denied moorage or storage. If the vessel has current moorage or storage, the moorage or storage may be terminated.
2. Upon request, a vessel or storage shed owner must grant permission for an on-board or shed inspection of his/her vessel or storage shed by the Harbormaster or designee for the purpose of determining compliance with applicable Marina regulations and policies.

## Mail Delivery

The Marina Office does not accept mail, packages, or newspapers on behalf of tenants.

## Maneuvering

1. The movement of vessels within the Marina shall be for the purpose of mooring, fueling, waste removal, entering, or leaving a berth only.
2. Sailing within the marina is not permitted.
  - a. Sailing dinghies, with no other means of propulsion may, at the Harbormasters discretion, for the sole purpose of entering or leaving the marina, sail within the marina.
  - b. Sailing on the north side of the marina, between E and F docks may be permitted for the purpose of learning how to sail at the Harbormasters discretion.
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.
5. Whenever ice conditions are present in the Marina, there will be no movement of vessels.

## Modification of Moorage

Approval must be obtained in writing from Harbormaster prior to any modification, addition, alteration, renovation, or restoration of any Marina-owned berth with the Oak Harbor Marina. The Harbormaster reserves the right to place limitations on the degree and

nature of all modifications, additions, renovations, or restoration performed within the Marina.

#### Moorage on Fuel Dock

Vessels will only be moored at the fuel dock for refueling purposes unless authorized by Harbormaster.

#### Mooring Vessels

Vessels must be securely moored with adequate bow, stern and spring lines (four (4) line minimum). No lines shall cross walkways.

#### Operable, Seaworthy Vessels and Vessel Condition

1. Vessels moored in the marina must be operable and maintained in a safe and seaworthy condition and be of a design suitable for operation on the open waters of Puget Sound in the typical range of sea conditions.
2. All vessels must be able to get underway on engine power with 72 hours' notice.
  - i. The Harbormaster or his designee may request that the owner perform a dockside demonstration that the vessel is operational with 48 hours' notice.

#### Operable Vessels

"Operable" means capable of safely maneuvering under its own power out of the marina on its engine, from the mooring to another port of call and back to its mooring. In cases where a vessel does not appear to have left its mooring for a long period of time and the question of operability arises, the Harbormaster may require a demonstration of the vessel's operability by requesting that the tenant take the vessel out on the engine to red marker R-2 and back. At least fifteen (15) day's 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 twenty-one (21) days to effect repairs. If after twenty-one (21) days the vessel is still inoperable, the mooring will be terminated at the Oak Harbor Marina. An extension of up to an additional seven (7) days to complete repairs may be granted if the vessel owner has, in the sole opinion of the Harbormaster, made substantial progress toward completion of repairs. This section is not intended to apply to any brief period of repair common to most vessels. The Harbormaster may repeat this request to test operability as needed.

#### Seaworthy Vessels

"Seaworthy" shall mean that the vessel's hull, keel, 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 a vessel is unseaworthy, twenty-one (21) days shall be granted to repair the vessel. If after twenty-one (21) days the vessel is still not determined to be seaworthy, the mooring of said vessel shall be terminated at the Oak Harbor Marina. An extension of up to an additional seven (7) days to complete repairs may be granted if the vessel owner has, in the sole opinion of the Harbormaster, made substantial progress toward completion of repairs. In cases where

determination of operability, design and/or seaworthiness is in dispute, the Harbormaster's decision will be final.

#### Vessel Condition

Any vessel which is poorly maintained in appearance, badly deteriorated, showing evidence of leaking fluids or is likely to damage property may be removed at the owner's expense upon receipt of written request from the Marina. At least fifteen (15) day's advance written notice must be given to the vessel's owner to effect repairs. If the vessel owner is unavailable or available but refuses to act upon such a request, the Marina shall have the right to cause removal at the owner's expense and moorage or storage may be terminated.

#### Optimum Utilization of Moorage

1. Vessels may be moved by Harbormaster for the purpose of protecting life or property, to accommodate Marina repairs, improvements, maintenance, construction or emergencies and when necessary, to manage unapproved use of facility, with or without advance notice to or consent of vessel owner.
2. Berths may be used by the Harbormaster when he/she anticipates the need to utilize vacant permanent berths to accommodate a large influx of guest moorage tenants, he/she will request that tenants notify staff of dates berths will be vacant.
3. Tenants are requested to inform the Harbormaster of periods of absence greater than 48 hours from the berth, so that use of marina facilities to serve the boating public can be optimized.
4. Permanent moorage berths may be utilized for guest or temporary moorage at the discretion of the Harbormaster, in the absence of the vessel belonging to the tenant of record. There will be no reimbursement of berth fees.
5. The tenant of record will not be charged for electricity consumed during periods of absence from the berth, provided the tenant notifies staff in writing of the absence.

#### Satellite Dishes

Television satellite dishes shall not be attached to any marina structures such as pile or covered moorage beams and must only be attached to customer's vessel only.

#### Staying Aboard

1. Non liveaboard tenants may only stay on board their vessel in the marina, for only one (1) three (3) out of a seven (7) day/night period regardless of the number of vessels they have in the marina.
  - a. Non liveaboard tenants with more than one vessel in the marina may only stay on one (1) vessel for only one (1) three (3) out of seven (7) day/night period. Staying on each vessel for a three (3) out of a seven (7) day/night period is prohibited.

### Storage on Piers or Floats

1. All users of the Marina or its facilities for moorage or otherwise, shall keep their vessel, and pier or finger pier in the vicinity of their vessel net, clean, 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. Example of prohibited items include but are not limited to garden hoses, hose reels, stairs, door mats, fishing gear, and, etc.
3. Storage of oily rags, open paints, gasoline, or other flammable or explosive material is prohibited on or within the Marina premise, except for gasoline stored aboard a vessel in U.L. or Coast Guard approved gasoline containers.

### Subletting

Subletting, loaning, or sharing by marina tenants of berths and storage units for which they are the tenant of record is prohibited.

### Tenant Guests

1. Guests of tenants are only permitted on the vessel while the tenant is present.
2. Guests of tenants may only stay two (2) out of a seven (7) day/night period on a tenant's vessel.
  - a. Guests of tenants with more than one vessel in the marina may only stay on one (1) vessel for only one (1) two (2) out of seven (7) day/night period. Staying on each vessel for a two (2) out of a seven (7) day/night period is prohibited.
  - b. Guests of tenants may not stay on a tenant's vessel without the tenant present.
3. Tenants are responsible for the behavior and actions of their guests.

### Vessel Identification

1. All vessels in the marina shall display valid, up to date registration decal, permanently affixed to the hull and clearly visible from the outside.
2. State or Coast Guard registered vessels shall display valid, up to date registration decals, permanently affixed to the hull and clearly visible from the outside.
3. Failure to display the current registration decal on the hull may be cause for termination of moorage or other access to the Marina.

### Vessel Maintenance

Vessel owners are permitted to perform normal upkeep on their vessels while moored in the Marina. The limit for in-water repairs and refinishing is to the deck and superstructure of the vessel. This work will entail an annual maximum of 25% of the area, in which case, Marina/Boatyard Best Management Practices are mandatory to ensure there is zero discharge to waterways. Examples of normal upkeep include washing, polishing, oil changes, and routine engine tune-up. Major repair work or outfitting, spray painting, sandblasting, welding, burning, or any other work that would impose a hazard or inconvenience to other

tenants or not meet E.P.A. standards, is not permitted in moorage or storage spaces, except with the specific written approval of Harbormaster.

### Waste Oil Disposal

1. All bilge water, antifreeze, and waste oil, including diesel, motor, hydraulic, bilge water and lube oils, shall be disposed of in recycling receptacles provided and designated for this purpose. Only registered Marina users are authorized to dispose of materials in Marina operated collection facilities.
2. The marina does not offer recycling for gas and other flammable materials, paint thinners, or any other hazardous waste products, and should be disposed of at another lawful recycling facility.

## V. Waiting List

### Policy Statement

Moorage at the Oak Harbor Marina is available on a first come, first-serve basis. Because the demand can be greater than the availability, waiting lists are maintained by the Harbormaster for most moorages. To acquire moorage, it may be necessary to go on a moorage waiting list as detailed below. Marina policy is to process the waiting list by date of application, and moorage is assigned in that order, with consideration given to overall length, beam, and operating characteristics of the vessel.

### Application Procedure

1. Waiting list applicants will be required to select the appropriate length of moorage needed, covered, or uncovered. Overhang is restricted in the Marina to two (2) feet extra and applicants must consider the overall length of their vessel including bowsprit, swim step and outboard engine, in determining length of moorage required. The Marina is not required to issue moorage to waiting list applicants with vessels that exceed the length of the moorage for which they applied.
2. A deposit may be required of all waiting list applicants.
  - a. Upon issuance of a berth, the entire deposit will be applied to the tenants' account.
  - b. There will be no deposit refund if moorage availability is refused. The entire deposit will be forfeited to cover administrative costs.
  - c. If a customer denies any berth offered twice, he will be dropped to the bottom of the waitlist.
3. Transfer to a different length waiting list, whether shorter or longer, or from an open to a covered moorage waiting list (or vice versa), requires written application and Harbormaster approval.
4. Applicants are responsible for providing written notice to Harbormaster, keeping them advised of current address and telephone numbers, and for providing emergency contacts for use in the event they cannot be located/reached.

## VI. Lease Policies and Procedures

### Proof of Vessel Ownership

1. All tenants must provide proof of ownership of the vessel that will occupy their assigned berth. This vessel will be the “vessel on record” for that berth and can be the only vessel in the berth. Original documents, including but not limited to the following, will be required each year to establish proof of ownership:
  - a. Current Certificate of Title, showing the proper individual(s) as owner(s) of the vessel on record.
  - b. Current State registration certificate, showing proper individual(s) as owner(s).
  - c. Current Coast Guard documentation papers, showing the proper individual(s) as owner(s).
  - d. Financing papers showing the proper individual(s) as owner(s).

### Computation of Moorage Fee

Computation of moorage fees will be based on length overall as explained in the following section, dimensional considerations of the vessel, or on length of the berth, whichever is greater, as specified in the Oak Harbor Master fee schedule for the specific berth.

### Dimensional Considerations

1. Moorage is assigned by the Harbormaster or his/her designee with regard to vessel’s overall length, beam, and operational characteristics. The overall length of a vessel shall be the measurement from the extreme point on the bow to the extreme point on the stern, including all gear and appurtenances. The Harbormaster reserves the right to administer these policies on an individual basis to ensure fairness to all users.
  - a. No vessel shall exceed the maximum length by more than two (2) feet or allowable width of any assigned berth, except as may be permitted at the discretion of Harbormaster, consistent with necessary turning radius and safety considerations.
  - b. Vessels that extend beyond the maximum length but are berthed so that safe access to other boaters is permitted (example a 30 foot vessel inside a 28 foot berth), may at the Harbormaster’s discretion, be allowed to stay in their present berth with charges applicable to the actual length of the vessel.
2. A vessel may be transferred to an appropriate length or width berth if available and if deemed appropriate by Harbormaster to ensure proper utilization of the facility.

### Standard Berth Assignment

1. To accept a berth assignment, each applicant is required to complete and sign an Oak Harbor 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 and Best Management Practices.
2. When a berth is assigned, each applicant will be required to pay a deposit equal to one-month moorage charges in advance, less the waiting list deposit. This amount will be credited toward the final month of moorage charges.

- a. If a customer is transferring from one berth to another, that tenants account must be current at the time of transfer.
3. All tenants must provide proof of ownership of the vessel that will occupy their assigned berth and the Declarations page of their insurance policy showing \$300,00 worth of liability insurance.
  - a. The City of Oak Harbor must also be named on the insurance policy.
  - b. Failure or inability to provide satisfactory proof of ownership will result in denial of moorage privileges or termination.

#### Berth Transfers/Trades

1. A customer may transfer from one berth to another providing that the berth is of an equal length and type (open/covered) as that already leased, subject to a written request and Harbormaster's written approval.
2. A customer may trade berth assignments with another customer, providing that the berths are of equal length and type, subject to a written request and Harbormaster's written approval.
3. All foregoing trades are subject to each customer signing a Marina Agreement and paying appropriate "transfer fees," and deposits if applicable.

#### Transfer of Berth Assignment with Sale/Purchase of Vessel of Record

1. Berth assignment do not convey with the sale of a vessel unless a waiting list for the size berth does not exist.
2. The seller shall continue to receive all billing statements and will remain responsible to the Marina for all moorage charges until the new purchaser signs a moorage contract on the vessel.
3. All outstanding charges must be paid prior to transfer of lease privilege to purchaser of vessel of record.

## VII. Moorage Termination

#### Notice of Termination

1. Customer may terminate moorage with a minimum of 30 days written advance notice on a monthly contract and with written 30-day notice at the end of a yearly contract.
2. The Marina may terminate a monthly or yearly Customer Marina Agreement with cause by providing ten (10) days written notice of termination to the Customer. Notice shall be deemed to have been provided when personally delivered to the Customer or on the date postmarked by the US Postal service. In that event that the Marina determines that exceptional circumstances exist, creating risk of damage to property or personal injury or harm, a on monthly or yearly Marina Agreement may be terminated immediately.

#### Termination with Transfer of Moorage Assignment

1. At the discretion of the Harbormaster a customer may transfer their moorage assignment to the purchaser of their vessel of record, providing that proof of the sale

can be substantiated. (See IV Lease Policies and Procedures, 4. Transfer of Moorage with Sale/Purchase of Vessel of Record).

2. If a customer dies, the moorage assignment may be transferred to the individual(s) who legally inherit the vessel, providing that the moorage account is current and appropriate proof of inheritance, the insurance requirements are met, and current registration showing the person that inherited the vessel is now the owner..
3. If a customer is divorced, the spouse who is awarded title to the vessel of record in the divorce decree may retain the moorage assignment, providing that the moorage account is current and the insurance requirements are met, and current registration showing the person that was awarded the vessel is now the owner..

## VIII. Living Aboard

All liveaboard tenants are subject to all live-aboard policies as specifically stated in the Marina Liveaboard Policy and Oak Harbor Municipal Codes.

## IX. Guest Moorage: Recreational

### Policy Statement

The Oak Harbor Marina offers guest moorage on the South end of the Breakwater (F dock).

### Guest Moorage Fees

1. Guest moorage fees are as per the "Oak Harbor Master Fee schedule".
2. Any vessel moored longer than two (2) hours, or does not depart prior to 5:00 p.m., will be subject to regular overnight guest moorage fees.
3. Moorage charges shall be paid in advance or at time of arrival.
4. Reservations are accepted with first night paid in advance and are non-refundable.

### Individual Guest Moorage

1. Vessels may remain on the guest dock for a total of seven (7) consecutive days while paying the guest moorage rate as published in the Master Fee schedule.
2. Those remaining longer than seven (7) days, or those vessels suspected of utilizing guest moorage long term may be asked to secure permanent moorage or vacate Marina property.
3. Check out time is noon.
4. Reservations are recommended.

### Registration

All vessels remaining at guest moorage longer than two (2) hours or after 5: 00 p.m., must register.

- a. During regular hours of operation guests may register at the marina office, or at any self-registration station.
- b. After hours, registration may be accomplished by utilizing the registration/payment envelopes which are provided at each of the guest self-

registration stations, located at the Marina office, or South end of breakwater dock.

- c. Vessels unregistered after being in the harbor for a period of twenty-four (24) hours or more are subject to impound until the owner or operator registers.

## X. Vehicle Parking

### General Rules

1. All parking regulations are enforced 24 hours a day, 365 days a year.
2. Any vehicle parked on Oak Harbor Marina property must be used as a regular and necessary means of transportation and must be operational.
3. Storage of vehicles, motor homes, and recreational vehicles is not permitted on Oak Harbor Marina property.
4. Sleeping, staying, or living in a vehicle in the Marina parking lot is not permitted.
5. The Harbormaster reserves the right to deny parking privileges to any person or group.
6. Parking passes must be secured from the Marina office and displayed in the lower left corner of the front windshield.
7. All vehicles staying beyond 72-hours must register for long term parking with the Marina office.
8. Maintenance of vehicles is not allowed on Oak Harbor Marina property.
9. No motor homes or recreational vehicles can be parked for any length of time in the Oak Harbor Marina parking lots, regardless of whether they are attached to a vehicle. Trailers left unattached from a vehicle will be treated as abandoned and may be impounded by Marina staff. Trailers may be stored in a designated area on Marina property with prior authorization from Harbormaster and subject to all applicable storage fees.
10. Vehicles, motor homes and recreational vehicles will not be accepted for storage at the marina.
11. Vehicles parked in or blocking access to those parking stalls which are reserved for Handicap Use Only that are not displaying a valid Handicap parking permit or State issued handicap license plates will be reported to Oak Harbor Police Department.
12. All parking and traffic regulations as per Oak Harbor Municipal Code Chapter 10.12 apply to the marina parking lots.

## XI. Security and Gate Keys

### Security Systems

Whenever possible, the Marina provides physical obstacles to unauthorized person to the moorage, storage areas, restrooms, and laundry room by means of fencing and locked gates. Users of the Marina are expected to assist in a security program by closing gates behind them, removing items of personal property that can easily be stolen from their vessels, locking their vessels, reporting any losses as soon as possible to the Oak Harbor Police Department, and notifying the Harbormaster.

## Lending Policy

Gate keys may be temporarily signed out from Marina office during business hours for approved purposes and upon presentation of acceptable identification.

## Issuance of Gate Keys

Upon lease of moorage in the Oak Harbor Marina, each customer will be charged for electronic gate key(s) for his/her leased premises. Additional keys may be purchased for a fee as well. Only assigned tenants and/or their spouse/partners will be issued keys.

1. Gate keys are required to access the marina after hours, docks, restrooms, and laundry room.
2. The loaning of keys or sharing of your personal code with non-marina tenants is prohibited.

## Replacement Keys

In the event of loss, additional keys may be purchased. Lost keys will be deactivated.

## Theft and Vandalism

The Oak Harbor Marina is not responsible for any theft, vandalism, or other loss which may occur at the Marina. Report all thefts, vandalism, etc., to the Oak Harbor Police Department and notify the Harbormaster.

## Unauthorized Persons

1. No unauthorized persons are permitted in areas specifically posted as being reserved for use by special categories of persons or as work areas.
2. Only tenants and their guests are allowed on the floats when the marina is closed, except those individuals who have obtained the advance authorization from the Harbormaster.

## XII. Water Service

### Policy Statement

Water service is provided at regular intervals on all floats within the Marina at no additional cost.

### Regular Service

During months normally associated with above freezing temperatures, water will be available on all floats, although the continuity of service cannot be guaranteed. In the event of repair or servicing, water service may be temporarily disrupted for periods of time as deemed necessary by Marina personnel with or without notice.

### Winter Service

1. Water supply pipes may be evacuated and drained during freezing weather.
2. If the weather is predicted to remain mild after disruption, then water will be turned back on and continue until the return of freezing temperatures.

## XIII. Electrical Service

### Description of service

1. Moorages in the Oak Harbor Marina are provided with 30 amp/120-volt service.
2. Tenants will be charged the hourly marina staff service rate as per the “Oak Harbor Master Fee Schedule” and cost of parts for repeated electrical pedestal repairs.
3. Vessels moved at Marina convenience will be furnished equivalent power outlets at the Marina’s expense.
4. Tenants are expected to follow the procedures contained herein regarding operation of equipment to ensure safe and proper use of the electric service provided.
5. Oak Harbor Marina does not guarantee continuity of electric service to any vessel, the characteristics of any service that is provided, the characteristics of the vessel service circuit breaker, or assume responsibility for any inconvenience, loss or damage caused by any interruptions to electric service.
6. All electrical cords or adaptors used by tenants must be marine grade with factory installed male and female ends.

### Billing Procedures

1. Electric meters are read monthly, berths without electrical meters are charged a flat rate.
2. Rates and other charges for electrical power are as per “Oak Harbor Master Fee Schedule”.

### Service Connections

1. All service connections between the Marina outlets and the vessel, and all utilization equipment upon vessel shall conform to applicable local, state, and national electrical codes.
2. Receptacles are twist-lock. To obtain power from shore to vessel, push plug into receptacle and twist to right-TIGHTLY. Always turn counterclockwise before trying to unplug.
3. Shore power cords, water hoses, and ropes should be secured so that they cannot cause damage to meter base. DO NOT wrap anything around meter base.
4. The Marina on occasion gets reports from tenants regarding stray current in parts of the marina. The Marina will take readings around the area in question and notify the tenants within that area if they may have an issue with stray current. It is the customer’s responsibility and at the customer’s expense to have the potential issue inspected by a qualified electrician and remedied if a problem is detected. The Marina will then do a follow up to make sure the stray current no longer exists.

## XIV. Upland Storage

### Fees

Upland storage includes vessel & trailer storage. Charges are as per the posted “Oak Harbor Master Fee Schedule”. All vessels & trailers in storage must display current registration

decals and provide the Declarations page from their insurance showing \$300,000 worth of liability insurance. Failure or inability to provide satisfactory proof of ownership will result in denial of storage privileges or termination.

### Responsibility of Vessel Owner

1. Rules and Guidelines for use, safety and security of the Upland Storage areas are provided at the time of sign up at the Marina office, and additional copies can be also requested.
2. Vessel owners are required to provide their own ladder to access their vessel. Tools, equipment, and supplies must be kept aboard vessel or stored away from the vessel location.
3. The area around vessel must always be kept neat and clean and must pass monthly inspection.
4. Upland Storage areas are NOT permitted for work on any vessel or trailer and as such no work may be allowed. Supplies and preparation for departure sundries are permitted. No vessel or trailer cleaning, repair or maintenance, whether interior or exterior is allowed. If unauthorized work is performed, a penalty fee may be assessed at the Marina's discretion and/or storage terminated.
5. Vessel covers, equipment, and/or accessories must always be neat and tidy and present a good appearance. Tarps and vessel coverings shall be attached securely directly to the vessel or trailer.
6. All sails should be secured and preferably removed during storage.
7. Security of the vessel is the responsibility of the vessel owner. The Marina will not be responsible for subsequent damage that may occur to the vessel as a result of weight redistribution or other movement due to causes including, but not limited to, surface water drainage, wind, earthquake, or tampering with trailer by the vessel owner or individual other than Marina staff.
8. Living aboard or staying overnight in any of the Marina's Upland Storage areas is prohibited.
9. Temporary structures are strictly prohibited.
10. If a customer is in violation of these regulations, their storage may be terminated, and the owner required to pay for any damages or necessary clean-up.

### XV. Launch Ramp

The launch ramp is primarily designed and intended for light recreational use. Commercial use should be limited, and any damage caused by commercial users will be repaired at their expense.

1. All recreational and commercial users of the launch ramp and launch ramp parking area shall pay either the daily or yearly launch ramp fees as per the Master Fee schedule.
  - a. Current tenants of the marina for more than 30 consecutive days, will not be charged to use the launch ramp.
2. Parking at the launch ramp shall be limited to truck and trailers.

3. Vessels may not be left or stay overnight on the launch ramp boarding dock.
4. Vessels left unattended for more than 10 minutes on the launch ramp will be towed at the owner's expense.
  - a. The fee charged for towing will be as per the Master Fee Schedule.
5. Commercial users will not be permitted to use or block both sides of the launch ramp or float.
6. Commercial users shall yield to recreational users that want to launch or retrieve their vessels.

## XVI. Contractor Operations

### Contractor Responsibilities

1. Contractors hired by marina tenants to perform work on their vessel are required to:
  - a. Register with the Harbormaster.
  - b. Possess and present a copy of a City of Oak Harbor business license.
  - c. Provide proof of insurance coverage as prescribed in OHMC 6.36.071.
2. In-water hull cleaning is specifically regulated in the Marina Best Management Practices. Tenants employing divers for this work are required to ensure that dive service is on the marina list of divers authorized to perform work in the Oak Harbor Marina.
3. Contractors may perform work on a tenant's vessel in the berth assigned to that tenant, provided that all environmental laws and rules as prescribed in the Oak Harbor Marina Best Management Practices and all applicable federal, state and local laws and regulations regarding environmental compliance are complied with, and provided that these maintenance actions do not constitute a nuisance (noise, residue, etc.) to other tenants.
4. Contractors may not perform work on a tenant's vessel in any berth other than that belonging to the tenant, or a berth specifically leased to that contractor for that purpose (example: a service dock berth) except with the express permission of the Harbormaster.
5. Contractors may not utilize marina berths to perform work on vessels which do not belong to marina tenants, except that, contractors may perform work on vessels belonging to marina guest moorage tenants subject to the other conditions specified in this policy.

## XVII. Commercial Crabbers

### Commercial Crabber Responsibilities

1. Moorage for commercial crab vessels will be assigned on an as-available basis, not to interfere with scheduled recreational boating events or permanent moorage requirements.
2. Commercial crab vessels will be charged guest moorage rates or monthly rate as per the Master Fee Schedule, based upon the duration of the moorage.
3. Commercial crab vessels will not be permitted to block the boat launch ramp and boarding dock.
4. The boat launch boarding dock is not to be used for overnight moorage.

5. Vessels are not to be left unattended at the boarding dock and may be towed at the owner's expense.
6. Commercial crab buyers are not permitted block the boat ramp with trucks from buyers.
7. Commercial crabbers are not permitted to use marina dock carts.
8. All other Marina rules, guidelines and Municipal Codes apply to commercial crabbers.