

**PORT OF EVERETT**  
MARINA RULES & REGULATIONS

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**PORT OF EVERETT**  
**MARINA RULES AND REGULATIONS**

**I. INTRODUCTION**

**A. PURPOSE**

The purpose of the Marina Rules and Regulations is to promote the safe and efficient operation of the Port of Everett Marina and to provide equitable service for boaters and the public.

**B. NOTIFICATION**

It is the user's responsibility to obtain a copy of the Marina Rules and Regulations manual from the Port or Marina. The Port 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 in the Marina Office for all interested parties.

**C. APPLICATION**

1. It is understood that all moorage customers and occupants of Port property shall become familiar with and be bound by all Marina Rules and Regulations irrespective of whether or not they have signed the marina application or agreement. Failure to adhere to these regulations, policies and procedures may result in moorage termination. The Port reserves the right to require an applicant to pass a credit or criminal background check as a condition for obtaining moorage. The applicant is responsible for any and all costs associated with obtaining a credit or criminal background check.
2. Anyone present on or in the Port area and/or using Port facilities or equipment is subject to and shall comply with any verbal or written signs of communication, including administrative and operational policies and procedures, issued or posted by the Port Commission or Marina Management.

**D. COMMUNICATIONS**

Marina Management may be contacted via telephone twenty-four hours per day by calling either the Marina (425)259-6001 or the Administrative (425)259-3164 offices, or by radio.

Radio Call: PORT OF EVERETT MARINA

VHF Frequency: Monitor Channel 16 24 hours/day

**E. DEFINITIONS**

1. "Moorage" means any properties or facilities owned by the Port of Everett, which are capable of use for the moorage or storage of vessels.

2. "Boathouse" means a structure designed and used to shelter a vessel while moored in the water.
3. "Marina" means all water, land, airspace, buildings, and structures within the boundaries of the Port of Everett Marina complex.
4. "Marina Management" refers to management of the Port of Everett Marina, its agents, and representatives.
5. "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 a moorage.
6. "Port" shall mean the "Port of Everett" and/or its representatives.
7. "Subleasing" means allowing a person other than the customer 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, marina customers and the public, entering the Port of Everett Marina.
9. "Vessel" means every manner of water craft or other artificial contrivance 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 Port to occupy a leased moorage.

#### ***F. AUTHORIZATION TO ADMINISTER MARINA RULES AND REGULATIONS***

1. The Port Commission authorizes Marina Management to enforce these regulations by written or verbal directions or any other legal means.
2. Marina Management may request persons violating these regulations to leave the Marina. Marina Management may enforce these regulations through any legal means and also obtain the assistance of law enforcement officers for the purpose of protecting property, lives, the environment, or preserving the peace.
3. The violation of any regulation governing Port 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.
4. If a trespasser's vessel is not removed from the Marina after reasonable efforts by Marina Management to notify the vessel's owner, it may be impounded and removed by the Port 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 Port, 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 Port.

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

All applicable Port, 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**

THE PORT WILL NOT BE RESPONSIBLE for any injuries (including death) or property damage resulting, caused by or growing out of the use of docks or Marina facilities. Any user of Port facilities and his/her guests or agents RELEASES AND DISCHARGES THE PORT 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 PORT arising by virtue of any reason including, without limitation, electrical stray current, negligence on the part of THE PORT, 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 Port 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 Port 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. Please refer to Port of Everett Parking Rules: Waterfront Place Neighborhood. Copies can be found either online or in the Marina Office.
2. The vehicle parking areas are to be used only for temporary vehicular parking in connection with the use of the Port's facilities.
3. No overnight camping in vehicles, tents, or otherwise is permitted without prior permission of Marina Management.
4. Marina users will not store recreational vehicles, travel or boat trailers, or any other personal property on any Port property, except in designated areas. Temporary oversize parking permits for guests of Marina tenants are available from the Marina Office for the over length designated area. Any exceptions must be approved by marina management in advance.
5. No trailers of any type are allowed to be parked for any length of time in the Everett Marina parking lots, regardless of whether they are attached to a vehicle. Those trailers left unattached from a vehicle will be treated as abandoned and impounded by Marina staff. Those wanting to store trailers on Port Property must make prior arrangements with marina management.

6. All boats, trailers or vehicles using facilities or space within the Marina are subject to all of the charges, rules, and conditions as prescribed by the Port.
7. Marina Management may assess fees to meet special conditions or projects requiring the use of designated parking spaces.

### **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, trash, oil, fuel, debris, or other material, liquid or solid, shall be deposited in the water, on land areas of the Port facilities, or on any floats or piers.
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 Port containers is PROHIBITED. Violators are subject to prosecution and /or civil penalties.
4. If the Port determines that an individual has caused the Port to spend money to clean up any waste or debris as described above, such costs will be the responsibility of and charged to that individual or assessed against his/her vessel subject to being collected as a lien against the vessel and through foreclosure proceedings allowed by law.
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, Paints/Thinners, Batteries/Tires/Plastics, Lumber/Stumpage, Drywall/Sheet rock, Roofing Materials, Carpeting, Fly Ash, Concrete, Oversize Items (larger than 6-1/2 feet in length), Boat 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; "Pesticide" 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.
6. 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. Scuba divers may be authorized by Marina Management for the purpose of inspecting or repairing the underwater portion of boathouses, vessel zinc or propeller replacement, or otherwise employed by the Port of Everett. Bottom cleaning is prohibited by divers. All diving performed for private boathouse owners is done with a full assumption of risk by the parties involved and with no liability to the Port of Everett.
3. Fishing from floats and piers is prohibited except where designated for public fishing.

**E. CONDUCT**

1. Behavior which disturbs or creates a nuisance for others in the Marina or on the premises adjacent thereto is prohibited.
2. Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Engaging in the use or being instrumental in the exchange of illegal drugs or other illegal substance on Port property is expressly prohibited.
3. For the comfort and enjoyment of all marina customers we require that noise levels within the marina be kept to a minimal and respectful level during the hours between 10:00PM and 8:00AM.

**F. CHILDREN**

1. Parents or other responsible adults shall supervise children under the age of ten (10) 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.

**G. ANIMALS**

1. Animals must be kept on a leash or carried while on Port premises.
2. Owners of animals are responsible for immediate and proper clean-up and disposal of animal wastes, as per the City of Everett's animal control regulations. Repeated complaints could result in moorage termination.
3. Any animal found wandering unattended within the Marina will be turned over to the City of Everett Animal Shelter.
4. Any animal left unattended in a situation which is judged to be inhumane will be turned over to the City of Everett Animal Shelter.
5. Animals may only be left onboard a vessel without the owner present if the owner is a registered liveaboard tenant.
6. Animals are permitted at the discretion of Marina Management and must adhere to all Snohomish County and City Animal Codes.

**H. SIGNS AND HANDBILLS**

1. Posting of signs on Port 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. Bulletin boards are provided for the posting of signs, advertising materials, products, services, events, etc. related to boats and boating. All advertising is removed on the last day of each month.

**I. BICYCLES, SKATEBOARDS, MOTORCYCLES**

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

## **J. FIREARMS**

The unlawful display of firearms or other weapons on Port premises is strictly prohibited. A weapon or firearm may not be possessed or used in a manner that has apparent capability of producing bodily harm, and that either manifests an intent to intimidate another or that warrants alarm for the safety of other persons.

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

### **A. VESSEL IDENTIFICATION**

1. All vessels 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 valid registration decal displayed on the hull.
4. Failure to display the registration number on the hull may be cause for refusal of moorage or other access to the Marina.

### **B. RELEASE, INDEMNIFICATION, AND INSURANCE**

1. THE PORT WILL NOT BE RESPONSIBLE for any injuries (including death) or property damage resulting, caused by or growing out of the use of the docks or Marina facilities; the PERMITEE and his/her guests or agents RELEASES AND DISCHARGES THE PORT 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 PORT, arising by virtue of any reason including, without limitation, negligence on the part of THE PORT, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ices, collision or accident, or any other Act of God, whether CUSTOMER'S boat is being parked or hauled by an Agent or employee of THE PORT or not. All users of the Marina and its facilities, including, without limitation, moorage customers, stored vessels, storage lockers, and guest moorage users, shall indemnify and hold the Port of Everett, its employees, 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 Port 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 Port.
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 \$500,000 per occurrence in coverage encompassing general liability, legal liability and pollution liability, and as otherwise required by law. As a condition of using Port of Everett facilities, the user shall have documentation available to Port Staff, upon request and provide annually which documents that the required insurance is in force. The Port 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 lockers, or other Port privileges.
3. Vessels that are wood and/or greater than 35ft and/or more than 40 years old must in

addition to the requirements above, provide coverage for removal of the vessel should it become derelict and coverage should the vessel cause a pollution event.

**C. MANEUVERING**

1. The Port 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 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.
5. Whenever ice conditions are present within the Marina, there will be no movement of vessels.

**D. OPERABLE, SEAWORTHY VESSELS AND VESSEL CONDITION**

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 off Puget Sound in the typical range of sea conditions.

**1. 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, Marina Management may require a demonstration of the vessel’s operability. At least thirty-(30) 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 ninety (90) days to effect repairs. If after ninety (90) days the boat is still inoperable, the mooring will be forfeited to the Port of Everett. An extension of up to an additional ninety- (90) days to complete repairs may be granted if the vessel owner has, in the sole opinion of Marina Management, made substantial progress toward completion of repairs. If the vessel is removed from the water to effect repairs, regular sublease policies will apply. 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.

**2. 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, ninety (90) days shall be granted to repair the vessel. If after ninety (90) days the vessel is still not determined to be seaworthy, the mooring of said vessel shall be forfeited to the Port of Everett. An extension of up to an additional ninety (90) days to complete repairs may be granted if the vessel owner has, in the sole opinion of Marina Management, made substantial progress toward completion of repairs. If the vessel is removed from the water to effect repairs, regular sublease policies will apply. In cases where determination of operability, design and/or seaworthiness is in dispute, Marina Management's decision will be final.

### **3. Vessel Condition**

Any vessel which is poorly maintained in appearance, badly deteriorated or likely to damage property may be removed at the owner's expense upon receipt of written request from the Port. At least thirty-(30) day's advance written notice must be given to the vessel's owner to effect repairs. In the event that the vessel owner is unavailable or available but refuses to act upon such a request, the Port shall have the right to cause removal at the owner's expense. The Port may require a survey be provided.

### ***E. INSPECTION OF PREMISES***

1. Vessels or boathouses which, in the opinion of Marina Management, are hazardous to Port property or other vessels or facilities, may be denied permission to remain on Port premises.
2. Upon request, a boat or boathouse owner must grant permission for an on-board inspection of his vessel or boathouse by Marina Management for the purpose of determining compliance with applicable Marina regulations and policies.

### ***F. 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 from toilet facilities of vessels while in the Marina is prohibited.
3. Sanitary waste disposal facilities are available at designated locations within the Marina at no charge to users. All users shall use these facilities for the disposal of raw sewage.

### ***G. WASTE OIL DISPOSAL***

1. All waste oil, including diesel, motor, hydraulic, bilge water, and lube oils, shall be disposed of in receptacles provided and designated for this purpose and located at intervals along the promenades of the Marina. Only registered marina users are authorized to dispose of materials in Port operated collection facilities.
2. Waste oil receptacles shall be used for the disposal of waste oil only. Gas and other flammable materials, paint thinners, antifreeze, or any other hazardous waste products, shall not be disposed of in these containers.

### ***H. MOORING VESSELS***

1. Vessels must be securely moored with adequate bow, stern, and spring lines.

No lines shall cross walkways.

2. All moorage agreements are subject to the Port of Everett's minimum tenancy length requirements. Please contact the Marina Office for information regarding the minimum tenancy length requirements.

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

1. All users of the Marina or its facilities for moorage or otherwise, shall keep their vessel, boathouse, net area, and pier or finger pier in the vicinity of their vessel neat, clean, orderly, and shipshape at all times.
2. Storage of anything on piers or floats is prohibited, except in Port 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, open paints, gasoline, or other flammable or explosive material is prohibited on or within the Marina complex, except for gasoline stored aboard a vessel in U.L. or Coast Guard approved gasoline containers.

#### ***J. DINGHIES & DINGHY FLOATS***

##### **1. Dinghies**

Dinghies, rowboats, skiffs, or other such vessels are not allowed on floats. A dinghy is considered any water craft 15 feet in length or less including any overhangs or protrusions from the vessel. They must be stowed on the customers 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. 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 not allowed. Personal gear is defined as any gear except for necessary equipment or accessories for the operation of the dinghy.

##### **2. Dinghy Floats**

Customers and vessel owners shall not introduce dinghy floats or other similar floating platform structures in marina moorages. Dinghy Floats are defined as a floating structure, whose primary purpose is not navigation and is normally not capable of self-propulsion or as a primary means of transportation.

#### ***K. MOORAGE ON FUEL DOCK***

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

#### ***L. DOCK CARTS***

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

not be stored on marina docks, inside of private boathouses or on marginal floats.

**M. FENDERS**

1. Customer 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 the consent of Marina Management. Only uniform, commercially produced, fender material will be approved. Tenant must submit request in writing proposed addition for approval. Port management will inspect to ensure proper installation. It is the responsibility of tenants to remove any fendering and restore the dock to its original condition at the termination of the moorage.

**N. MODIFICATION OF MOORAGE**

1. Approval must be obtained in writing from Marina Management prior to any modification, addition, alteration, renovation, or restoration of any Port-owned boathouse, slip, or moorage within the Port of Everett Marina.
2. Owners of privately-owned boathouses must comply with the "Private Boathouse Building Specifications" if making any modification, addition, alteration, renovation, or restoration to their boathouse.

**O. SATELLITE DISHES**

1. Television satellite dishes shall be attached to the Customers vessel.
2. The attachment of a television satellite dish to a piling or any Port owned moorage requires the consent of Marina Management and will be subject to the following stipulations:
  - a. All requests must be submitted in writing to the Marina office for approval and include dish specification, proposed location for attachment and method of attachment, however does not guarantee reception.
  - b. The placement of the satellite dish will be located in a position approved by Marina Management.
  - c. The dish must be attached with a standard mounting bracket.
  - d. The cable running between the vessel and the satellite dish must be securely attached along the 2 x 4 support bracing in the covered moorage, or as otherwise specified by Marina Management.
  - e. Must sign a hold harmless and inspection must be done by port staff.

**P. 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 customer's electrical outlet without their express permission is prohibited.
3. All electric cords or adaptors must be marine grade.

**Q. 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 customers or not meet E.P.A. standards, is not permitted in moorage or storage spaces, except with the specific approval of Marina Management. (See Marina/Boatyard Best Management Practices for additional information.)

**R. MAIL DELIVERY**

The Marina office will not accept mail or newspapers delivered to customers.

**S. LANDING STEPS**

Landing steps shall not impede reasonable access on the finger pier.

**T. FUELING OF VESSELS**

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

**U. 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, for events per Marina Management with or without advance notice to or consent of vessel owner.

**IV. WAITING LIST**

**A. POLICY STATEMENT**

Moorage at the Port of Everett is available on a first-come, first-serve basis. Because the demand can be greater than the availability, waiting lists are maintained for most moorages. To acquire moorage, therefore, it may be necessary to go on a moorage waiting list as detailed below. Port 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. The waitlist application is for moorage only with no guarantee of living aboard which must be separately applied for and pre-approved by marina management, subject to current liveaboard policies.

**B. MOORAGE LENGTHS AVAILABLE**

Open Moorage Slip Sizes: 20', 24', 26', 28', 32', 36', 40', 45', 50', 55', 60', 65', 70'

Covered Moorage Slip Sizes: 28', 30', 32', 36', 40', 50'.

Side Ties & End Ties: Various lengths from 36' - 143'

### **C. APPLICATION PROCEDURE**

1. Applicants must be in good standing with the Port of Everett at the time of application, and remain so while on the waitlist.
2. Waiting list applicants will be required to select the appropriate length of moorage needed, covered or uncovered. Overhang is restricted in the Marina and applicants must consider the overall length of their vessel, including bowsprit and swim step, in determining length of moorage required. The Port is not required to issue moorage to waiting list applicants with vessels that exceed the length or height of the moorage for which they applied. (See: V. Lease Policies and Procedures, C. Dimensional Considerations)
3. A non-refundable deposit is required of all waiting list applicants.
  - a. Upon issuance of a slip, the entire deposit will be applied to the customer's account.
  - b. There will be no deposit refund in the event that moorage availability is refused or applicant withdraws from the waiting list. The entire deposit will be forfeited to cover administration fees.
  - c. The applicant may reapply to the same waiting list they are on without additional deposit monies and return to the back of the waiting list on one occasion if they are not ready to accept moorage when offered. The new seniority date will be the date of reapplication.
4. In the event that the future vessel of record is, or will be, owned by a partnership of two or more individuals, that partnership must be declared, and the names of the partners recorded, at the time of application, or at least twelve (12) months prior to acquiring moorage. (See: V. Lease Policies and Procedures, H. Partnerships)
5. Transfer to a different length waiting list, whether shorter or longer, or from an open moorage waiting list to a covered moorage waiting list (or vice versa), requires advance notice by written or verbal communication and subject to staff approval. The new seniority date will be the transfer date.

6. Applicants are responsible for providing official notice to Marina Management, keeping them advised of current address and telephone numbers and for providing emergency contacts for use in the event that they cannot be located/reached.

***D. NOTIFICATION OF AVAILABILITY/ACCEPTANCE***

1. When moorage becomes available, the individual(s) at the top of the appropriate waiting list will be notified that a berth of their category has become available.
2. If more than one berth of the same length and type is available at the same time, the same number of applicants will be contacted regarding availability. Moorage will be assigned on a first-come, first-serve basis to these applicants.
3. In the event that the moorage slip being offered is an end tie, the first person on the end tie waiting list will be offered the moorage, provided that the slip is long enough to accommodate his/her vessel. The applicant will need to choose from the following options.
  - a. Accept the moorage assignment
  - b. Remain on the top of the waiting list, to be considered for the next available end tie.
4. Within seven (7) days of notification, the applicant must respond in one of the following ways, or their application will be removed from the waiting list with no further rights to moorage under that application and deposit forfeited:
  - a. Accept the moorage assignment by entering into a "Marina Agreement" with the Port of Everett.
  - b. If the applicant is not prepared to accept moorage the first time it is offered, they may opt to return to the bottom of the waiting list without additional deposit monies once. The seniority date will be changed to reflect the date of reapplication.
5. When an applicant accepts a moorage assignment, they will be required to provide proof of ownership and insurance of the vessel of record that will occupy that berth. If the Customer does not own a vessel at the time of assignment, he/she will be given the option to sublease the slip up to the six (6) month limit as per the Port of Everett sublease policy.

## **V. LEASE POLICIES AND PROCEDURES**

### **A. PROOF OF VESSEL OWNERSHIP**

All customers 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. This license must be in the name of the registered/legal owner of the vessel. Moorage Customer agrees to supply the Port with a copy of the vessel registration annually. If the vessel is currently not registered, Moorage Customer agrees to register the vessel immediately according to the Washington State Department of Licensing regulations. Information on the Dept. of Licensing regulations may be obtained from the Department of Licensing. It is the Moorage Customer's responsibility to know and understand the vessel registration requirements in RCW 88.02. Failure or inability to provide satisfactory proof of ownership will result in a denial of moorage privileges or termination.

### **B. PROOF OF BOATHOUSE OWNERSHIP**

Private boathouse owners must provide proof of ownership of the boathouse that occupies their assigned berth. Sufficient documentation, including but not limited to the following, will be required to establish proof of ownership:

- a) Snohomish County Personal Property Tax Assessment showing the proper individual(s) as owner(s) of the boathouse.
- b) Financing papers showing the proper individual(s) as owner(s).

### **C. DIMENSIONAL CONSIDERATIONS**

1. Moorage is assigned by Marina Management with regard to a vessel's overall length, beam, and operational characteristics. 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) Maximum Requirements
  - b) 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.
  - c) Vessels that extend beyond the maximum length but are berthed so that safe access to other boaters is permitted, may at the Marina Directors discretion, be allowed to stay in their present berth with charges applicable to the actual length of the vessel. Sale of the said vessel requires the new owner to have a full review of the vessel length and berth and does not guarantee approval of continued use of the same berth without Marina Director's approval.
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**

1. The vessel of record must occupy the assigned berth a minimum of six (6) months in a twelve (12) month period.
2. A berth may be subleased for a maximum of six (6) months in a twelve (12) month period with the approval of Marina Management. Extensions may be authorized, at the discretion of Marina Management, for certain circumstances including:
  - a) Extended cruising outside of Washington waters.
  - b) Extended out-of-water repair work to vessel of record.
  - c) Commercial fishing enterprise requiring that the vessel remain out of Washington waters.
  - d) Vessel is under construction/on order.

**Exceptions:** Privately-owned boathouses.

3. Under no circumstances will any sublease of a berth, other than the exceptions listed above, extend beyond two years. Management reserves the right to require proof of the validity of the circumstances constituting cause for such an extension at any time during the sublease period.

#### **E. STANDARD BERTH ASSIGNMENT**

1. To accept a berth agreement, each applicant is required to complete and sign a Port of Everett Marina 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 is required to make initial payment in advance, less the waiting list deposit when applicable. This amount will be credited toward the moorage charges.
  - a) In the event that a customer is transferring from one berth to another, that customer's account must be current at the time of transfer.
  - b) New customers may elect to apply their deposit toward a different length/type of berth waiting list, in lieu of having it applied toward their advance payment.
3. New customers must provide proof of ownership for the vessel prior to its occupancy of the assigned berth, as well as provide verification of vessel liability insurance, unless given prior approval by Marina Management at the initial execution of their Marina Agreement (i.e. the vessel is undergoing construction or has yet to be purchased). If a vessel is undergoing construction or has yet to be purchased at the execution of the Marina Agreement, proof of ownership and verification of vessel liability insurance must be provided to Marina Management prior to the vessel's occupancy of the assigned berth.
4. In the event that a customer 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.
5. Commercial fishing vessels must provide convincing evidence verifying that the vessel owner is actively engaged in the commercial fishing industry on request by Marina

Management. Proof of convincing evidence includes, but is not limited to:

- a) Current fisheries license(s)/permit(s).
- b) Current season fish tickets.
- c) Landing permits.
- d) Federal income tax records or otherwise, establishing that the vessel is used primarily for commercial purposes.

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

1. At the discretion of Marina Management, a berth assignment may be transferred with the sale of the vessel of record or privately owned boathouse, providing that the following criteria are met:
  - a) The current customer must provide written notice of intent to release interest in the berth assignment to the purchaser of the vessel of record or boathouse.
  - b) If a current customer is selling the vessel of record or boathouse on a personal contract, the berth assignment may be transferred to the purchaser. However, the seller will remain an additional interest on the purchaser's account until that contract is paid in full. Such an arrangement must be recorded in the Marina office, providing the following documents:
    - a. a copy of the State of Washington registration certificate showing the seller as the legal owner and the purchaser as the registered owner of the vessel of record;
    - b. A copy of the contract recording the sale of the vessel of record or boathouse; and
    - c. a copy of insurance that verifies the purchaser as named insured. Insurance must meet minimum requirements as stated in III. B.
    - d. A copy of the title application and bill of sale must be provided if the buyer is using a title agency and will not have the registration available to them at time of sign up.
    - e. A completed Marina Agreement for the individual purchasing the vessel of record or boathouse.
  - c) The purchaser will receive all billing statements and will be responsible to the Port for all moorage charges.
2. All outstanding charges must be paid prior to transfer of lease privileges to purchaser of vessel of record or boathouse.
3. With regards to slips 40' or larger, the vessel purchased must remain the "vessel of record" for a minimum of 12 months following the initial transfer effective date.

**G. 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 availability. A "Preference List" is maintained in the Marina office to assist individuals seeking such a

trade.

- a) Customers must provide specifications of desired moorage and only those specifications will be considered for trade opportunities.
  - b) The preference list is a courtesy list and managed in a chronological order, subject to availability.
  - c) If the customer is unavailable or is not ready to accept the requested change of berth offered,
    - a. Another customers change request will be considered, or
    - b. The berth may be assigned from the waiting list.
  - d) When a customer accepts a different berth assignment, their name will be removed from the top of the list. They must reapply for additional considerations.
2. A customer may trade berth assignments with another customer, providing that the berths are of equal length and type and does not supersede the preference list.
  3. All foregoing trades are subject to each customer signing a Marina Agreement and paying appropriate fees if applicable.

#### **H. PARTNERSHIPS**

The Port of Everett 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 a 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 (See: V. Lease Policies and Procedures – Proof of Vessel Ownership), 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.
- 7) Proof documents verifying each partner's stake in business/LLC, if applicable. Insurance or registration in the name of a business/LLC must be substantiated

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

The customer must notify office of intention to charter. A customer 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 customer(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 the 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)

#### **J. Rentals**

- a) Customers are not permitted to rent out their vessels through Airbnb, VRBO, or any other vacation rental booking platform. Sleeping aboard one's vessel is a privilege that can be revoked at any time and may only be authorized within the confines of the Port of Everett Live Aboard Policy (See IX. Living Aboard).
- b) Boat clubs are not permitted in the Port of Everett Marina without Marina Management approval.

#### **K. SPECIAL USE ASSIGNMENT**

The Port of Everett may provide moorage to certain users free of charge. Decisions on requests for free moorage will be made on a case-by-case basis in the sole discretion of the Port. The criteria upon which such decisions will be made may include, but are not limited to, the following:

- a) The use benefits the Port of Everett.
- b) The use benefits public interest and the user meets the following criteria:
  - a. Provide a detailed description of the program or other purpose for which the moorage will be used. Use must be consistent with and complimentary to the Marina environment.
  - b. Provide evidence of non-profit status.
  - c. Provide evidence that use or program is available to and benefits disadvantaged citizens.
  - d. Sign a Hold Harmless Agreement with the Port of Everett.
  - e. Provide proof-of-ownership of the vessel.
  - f. Provide evidence of insurance coverage with a reputable insurance company satisfactory to the Port in the minimum limits of \$1,000,000 (per person) and \$1,000,000 (per accident or occurrence) for bodily injuries and death, and in the minimum limit of \$500,000 per accident for property damage, and hereafter in such increased amounts as the Port may from time to time reasonably require.

- g. The program or other purpose is an active and viable use of the moorage.
- c) Moorage allowances for short-term use of guest floats will be determined on a case-by-case basis, at the discretion of Marina Management. The extent to which the Port is already providing a significant amount of moorage free of charge to other organizations or users under this policy may be a factor in the final decision.

## **VI. COMMERCIAL USE OF MOORAGE**

### **A. POLICY STATEMENT**

Commercial moorage is defined as moorage that is used for the purpose of mooring a vessel engaged in, being sold by, or being serviced by a commercially licensed business. Such use is recognized by the Port as a legitimate use of Marina facilities, subject to the following policies and procedures. Issuance of commercial moorage is at the sole discretion of Marina Management.

### **B. QUALIFICATION FOR COMMERCIAL MOORAGE**

Commercial moorage customers must be licensed to engage in a business which is associated with and enhances recreational boating.

### **C. TYPES OF COMMERCIAL MOORAGE**

1. Boat Sales and Brokerage
2. Rentals
3. Fishing Boat Charters
4. Pleasure Boat Charters (Skippered/Bare Boat)
5. Marina Related Services
6. Tour/Cruise Charter Vessel
7. Boat Rental Operators

### **D. ASSIGNMENT OF COMMERCIAL MOORAGE**

1. Commercial Customers must apply for the length/type of berth(s) desired according to standard waiting list policies and procedures.
2. Commercial customers must provide proof of being properly licensed to conduct the business in which they are engaged by supplying their State of Washington UBI number, State of Washington business tax number, or a copy of their City of Everett business license, when applicable.
3. Commercial Customers must provide evidence of insurance coverage with a reputable insurance company satisfactory to the Port in the minimum limits of \$1,000,000.00 (per person) and \$1,000,000.00 (per accident or occurrence) for bodily injuries and death, and in the minimum limit of \$500,000.00 (per accident) for property damage, and hereafter in such increased amounts as the Port may from time to time reasonably require.

4. A "Hold Harmless Agreement" must be signed by each commercial customer on an annual basis.
5. The use of moorage for commercial purposes is designated according to the following criteria:
  - a) Where accessible, the shore side of marginal floats may be reserved for brokerages.
  - b) With the approval of Marina management, Brokerage, boat sales, pleasure boat charters, time share, and marine-related service operators may lease a maximum of two hundred (200) lineal feet of moorage space in the recreational section of the Marina.
  - c) With the approval of Marina management, Fishing Boat Charters may lease a maximum of two hundred (200) lineal feet of moorage space in the recreational sections of the Marina.
  - d) Two hundred (200) lineal feet of moorage space may be dedicated for the moorage of tour/cruise charter vessels per Marina Management.
6. Commercial moorage is transferable only with the sale of the business.
7. Commercial businesses may not acquire moorage space with the purchase of a vessel of record.

***E. GUIDELINES FOR COMMERCIAL MOORAGE CUSTOMERS***

1. Vessels moored in brokerage space need not have name or number identification if it is a new vessel and is not yet sold.
2. Commercial moorage will not be subleased, except with the approval of Marina Management.
3. Customers of commercial moorage customers must be accompanied by a sales person or a company representative while on Port floats/docks.
4. Company owners are responsible for actions of their employees and their customers while on Port floats/docks.

***VII. MOORAGE TERMINATION***

***A. NOTICE OF TERMINATION***

1. Customer may terminate Marina Agreement effective the last day of the month with a minimum 15 day advance notice.
2. The Port may terminate a Marina Agreement with cause by providing ten (10) days written notice of termination to the Customer, or without cause by providing fifteen (15) days written notice of termination. Notice shall be deemed to have been provided on the date postmarked by the US Postal service. In the event that the Port determines that exceptional circumstances exist, creating risk of damage to property or personal injury or harm, a Marina Agreement may be terminated immediately.
3. Termination or other actions by the Port for nonpayment of fees and charges will be as described in the Marina Agreement or in the Marina Regulations, Policies and Procedures (Section X. Collection of Delinquent Charges).

**B. TERMINATION WITH TRANSFER OF MOORAGE ASSIGNMENT**

1. At the discretion of Marina Management 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: V. Lease Policies and Procedures, F. Transfer of Moorage with Sale/Purchase of Vessel of Record)
2. In the event that a customer shall die, 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 and ownership is supplied.
3. In the event that 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 current and appropriate proof of ownership is substantiated.

**VIII. SUBLEASING**

**A. POLICY STATEMENT**

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

**B. AUTHORIZATION TO SUBLEASE**

1. All subleases must be approved in writing by Marina Management. "Record of Sublease" forms are available for this purpose in the Marina office.
2. Any time a vessel other than the vessel of record will occupy a berth, the marina office must be notified. A "Record of Sublease" must be recorded in the Marina office if the temporary vessel will occupy a berth for longer than thirty (30) consecutive days.
3. Both the lessee and sub lessee are required to sign the "Record of Sublease."
4. The sub lessee must provide proof of registration and insurance meeting the Port's minimum requirements.
5. Subleases are not granted live aboard privileges.

**C. TIME LIMITATION**

1. Recreational moorage customers are allowed to sublease a maximum of six (6) months in a twelve (12) month period, except for certain exceptions as outlined in "V. Lease Policies and Procedures, D. Occupancy of Assigned Berth."
2. Private boathouse owners are allowed to sublease indefinitely.

**D. RESPONSIBILITIES OF LESSEE**

1. The lessee is responsible for contacting the potential sub lessee for making sublease arrangements, and for recording the sublease with the Marina office.
2. The lessee is responsible for all charges that accrue to the Port. While subleasing, the lessee will continue to receive the billing statement. The Port will not change the billing

address to that of the sub lessee.

3. The lessee may not charge the sub lessee more than the prevailing moorage rates.
4. The lessee is responsible for notifying his/her sub lessee of pending sublease expiration and for ensuring that sub lessee removes their vessel from the berth by that date. In the event that the sub lessee refuses or otherwise neglects to remove said vessel upon request, the Port may assist in removing said vessel, subject to applicable charges. The Port shall not be obligated to assist a lessee in the removal of a sub lessee's vessel.
5. An administration processing fee will be applied to the lessee's account at the beginning of a sublease.

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

1. Sub lessees are subject to the same regulations and procedures as permanent moorage customers and must abide by the terms of the "Port of Everett Marina Agreement" and all Marina Rules and Regulations.
2. Second party subleasing, with the written permission of the lessee, may be permitted with the approval of Marina Management.
3. The sub lessee is responsible for removing their vessel from the subleased berth by no later than the expiration date of the sublease. If the sub lessee fails to comply, the Port may remove the vessel at the sub lessees risk and expense.

#### ***IX. LIVING ABOARD***

**Currently the Port of Everett Marina has a marina wide moratorium in place with regards to accepting new live aboards, which has been in effect since January 1<sup>st</sup>, 2020. There is no definitive timeline as to if or when the moratorium may be lifted. In accordance with the moratorium, the Port of Everett Marina does not maintain a waitlist for live aboard status. Living aboard a vessel without authorization from Marina Management is grounds for moorage termination.**

#### ***A. POLICY STATEMENT***

Liveaboard status is considered a privilege and is granted to Port of Everett moorage customers as a revocable license. Liveaboard tenants provide an important service to the marina; serving as neighbors that promote safety and security for all boaters. As such, the Port has an important responsibility to assure liveaboard residents set a good example for other tenants and guests. Therefore the application for liveaboard status is carefully considered and can be revoked, when necessary, if it is deemed necessary for the enjoyment of all boaters and for a safe secure marina.

Port of Everett eligibility does not insure residency at the Port of Everett Marina may continue nor does it create a landlord-tenant relationship between the Port and the liveaboard customer. It is the responsibility of the liveaboard tenant, not the Port, to comply with any applicable regulations of any agency with jurisdiction. Recognition by the Port in this policy does not alter the liveaboard tenant's responsibility nor create an

obligation on the Port to make changes or incur obligations to allow liveaboard tenant's continued residency.

The Port of Everett reserves the right to amend it's live aboard policy at any time.

**B. DEFINITION**

The Port defines a liveaboard customer to be any persons who use their vessel as a primary full time residence while moored at the marina. Full time residence is defined as being when an individual resides on that vessel for a period of time in excess of 14 nights per month. If the Port suspects a person may be an unregistered and unauthorized liveaboard customer, proof of upland residency may be requested.

**C. QUOTA**

The total number of long-term liveaboard customers cannot exceed ten percent (10%) of the total number of moorage slips per marina basin (South, Central, North) in the marina in accordance with the City's zoning excluding residents that liveaboard for less than four months in a calendar year. Liveaboard vessels are to be dispersed throughout the marinas based upon the overall safety and security of the entire Port of Everett facility and provide support to the marina and boater security.

**D. TERMS/CONDITIONS/ELIGIBILITY**

**1. Written Agreement**

All customers seeking to obtain liveaboard privileges must fill out and sign a written liveaboard application at the Marina Office. All required documents showing proof of liability insurance and proof of vessel registration/ownership must be supplied along with the application for consideration prior to approval of any application. If vessel registration or proof of insurance expires, the vessel owners parking privileges may be suspended until current documentation is received.

**2. Background Check**

All applicants for liveaboard privileges are subject to credit and/or criminal background checks at their expense. Existing liveaboard tenants may be subject to annual credit/criminal background checks at the Port's discretion if deemed by the Port to be necessary.

**3. Fees**

All applicants must pay the monthly liveaboard fee with leasehold tax. These fees are in addition to the monthly moorage fee and subject to change with 60 days advance notice. Monthly liveaboard fees will not be waived for absence from your vessel for any purpose.

#### **4. Legal Owner**

A liveaboard customer must be the legal owner of the vessel, with exception of being listed as registered owner with a financial institution listed as lien holder. Proof of ownership is required. Only the legal owner of the vessel and immediate family members may live on board. The immediate family members must be listed on the liveaboard agreement and they must live on board concurrently with the legal owner. Subletting or allowing guests to liveaboard without the owner present is not allowed. Any resident residing on the vessel is also subject to a criminal background check prior to approval of their residency.

#### **5. Photo ID**

At the time of application the liveaboard customer must provide photo identification of all those intending to live aboard, including a photo of pets.

#### **6. Criminal Background**

An individual is ineligible for live aboard status if they are registered as a sex offender, have been convicted of a felony with a finding of sexual motivation, or have been convicted of any felony within the last 15 years. This applies to convictions in Washington State and convictions for comparable crimes in other jurisdictions.

#### **7. Not A Residential Tenant**

Due to zoning and fire regulations the Port cannot allow a boathouse to be used for residential purposes. The Marina Agreement provides for the mooring of operable, seaworthy vessels only.

#### **8. Notice to Terminate**

The liveaboard customer must notify marina management in writing within fifteen (15) days of intent to terminate their liveaboard status and vacate the moorage. An upland residency address must be provided.

#### **9. BMP's**

All liveaboard customers must comply with marina Best Management Practices (BMP's) including those outlined in the Port of Everett Water Quality Plans for liveaboard customers; including but not limited to the proper handling and disposal of fuel, oil, chemicals, hazardous waste, grey water and other solid waste.

#### **10. Dock Debris**

The docks must remain free from debris that may cause a safety hazard including but not limited to hoses, planters, bicycles, barbecues, etc. Any personal or boating related items must be stored onboard the vessel and are not allowed on the docks. Vessel exteriors must be kept in a clean, neat and orderly manner.

#### **11. Winter Water Service**

Marina Staff may turn off the dock water supply during periods of winter freezing conditions and customers need to be prepared to be without dockside water supply during these times.

#### **12. Sewer Disposal**

All liveaboard customers will have operating waste holding tanks or port-o-potties and are responsible for having them pumped/dumped regularly. No discharge into the water is permitted.

#### **13. Animals**

Liveaboard customers are subject to all the same policies pertaining to animals as listed in the Marina Rules, Regulations and City Animal Codes. Any animals living on board must be listed on the liveaboard agreement and include a photo. Marina Management may require an animal to be removed in order for the owner to retain liveaboard status if the animal is either a nuisance, creating a disturbance or otherwise in violation of Port animal policies. Liveaboard customers are responsible for their guests and their guest's animals.

#### **14. Mail**

The Port does **not** offer mail services nor accept mail or packages on behalf of liveaboards. All liveaboards must provide a valid mailing address and are responsible for obtaining their own post office boxes, if needed. All contact info must be kept updated on file.

#### **15. Boat Qualifications**

After January 31, 2016, only vessels registered/documentated at 32' or longer are eligible for liveaboard status. Vessels must also meet Federal, State and local laws at all times which include those pertaining to navigation and safety equipment. Vessels must be seaworthy and operable, immediately ready for cruising in local waters. The Port reserves the right to inspect vessels for compliance where these qualifications may be in question. Owners attempting to use vessels solely to live aboard and not utilize for boating are ineligible for liveaboard status.

#### **16. Reporting**

Under no circumstances does the Port authorize liveaboard customers to act as agents or employees of the Port of Everett. Liveaboard customers are not directed to act beyond reporting suspicious activity or suspected marina violations to the Marina Office, Port Security or the Everett Police, if necessary.

#### **17. Compliance and Enforcement**

Individuals living aboard their vessels must comply with all Marina Rules and Regulations. Violation of or failure to comply with any of the Port of Everett regulations, or any conduct which adversely affects the health or safety of any

person, may result in the termination of liveaboard privileges and or termination of the vessel owner's Marina Moorage Agreement.

**18. Penalty**

The penalty for failure to file a liveaboard application or providing false information will result in immediate termination of the liveaboard privileges and Marina Agreement.

**X. COLLECTION OF DELINQUENT CHARGES**

**A. GENERAL**

1. The Port's Executive Director and/or assigned subordinates are authorized under RCW 58.08.320 and 79.100 to take reasonable measures, including the use of chains, ropes, and locks, or removal from the water, to secure vessels within the moorage facility so the vessels are in the possession and control of the Port and cannot be removed from the moorage facility. These procedures may be used if an owner mooring or storing a vessel at the moorage facility fails, after being notified that charges are owed and of the owner's right to commence legal proceedings to contest that such charges are owed, to pay the Port charges owed, or to commence legal proceedings. Notification shall be by registered mail to the owner at the owner's last known address. In the case of a transient vessel, or where no address was furnished by the owner, the Port need not give such notice prior to securing the vessel. At the time of securing the vessel, an authorized moorage facility employee shall attach to the vessel a readily visible notice. The notice shall be of a reasonable size and shall contain the following information:
  - a) The date and time the notice was attached;
  - b) A statement that if the account is not paid in full within ninety (90) days from the time the notice is attached, the vessel may be sold at public auction to satisfy the Port charges; and
  - c) The address and telephone number where additional information may be obtained concerning the release of the vessel.
2. After a vessel is secured, the Port shall make a reasonable effort to notify the owner by registered mail in order to give the owner the information contained in the notice.

**B. MOVEMENT OF VESSELS**

The Port's Executive Director and/or assigned subordinates are authorized to relocate or move vessels ashore for storage within properties under the Port's control if the vessel is, in the opinion of Port personnel: a nuisance, in danger of sinking or creating other damage, or is owing Port charges. Costs of any such procedure shall be paid by the vessel's owner.

**C. PAYMENT OF CHARGES AND RELEASE OF VESSEL**

If a vessel is secured for non-payment under RCW 53.08.320 or 79.100 or moved ashore

under "B. Movement of Vessels", the owner may regain possession of the vessel by making arrangements satisfactory with the Port for the immediate removal of the vessel from the moorage facility or for authorized moorage as stated in RCW 53.08.320 and 79.100.

**D. ABANDONED VESSELS**

If a vessel has been secured by the Port and it is not released to the owner under the bonding provisions of this section within ninety (90) days after notifying, or attempting to notify, the owner the vessel shall be to have been abandoned by the owner as of the initial date of notification.

**E. ABANDONED TRAILERS**

The Port's Executive Director and/or subordinates are authorized to take reasonable measures to remove abandoned trailers from Port Property. This includes having said trailer towed by an authorized towing company in which case the owner of the trailer would be responsible for all towing and impound fees. A trailer will be considered abandoned if storage fees have not been paid for two consecutive months or if the trailer has remained in Port of Everett impound lots for two consecutive months as per RCW 53.08.

**F. SALE OF VESSELS**

If a vessel moored or stored at the Marina is abandoned, the Port's Executive Director and/or assigned subordinates may, by resolution of its legislative authority, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as follows:

- a) Before the vessel is sold, the owner of the vessel shall be given at least twenty (20) days' notice of the sale if the name and address of the owner is known. The notice shall contain the time and place of the sale, a reasonable description of the vessel to be sold, and the amount of Port charges owed. The notice of sale shall be published at least once, more than ten (10) but no more than twenty (20) days before the sale, in a newspaper of general circulation in the county in which the moorage facility is located. Such notice shall include the name of the vessel, if any, the last known owner and address, and any reasonable description of the vessel to be sold. The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale.
- b) Before the vessel is sold, any person seeking to redeem an impounded vessel may do so pursuant to RCW 53.08.320.
- c) The proceeds of a sale shall first be applied to the payment of Port charges. The balance, if any, shall be paid to the owner. If the owner cannot, in the exercise of due diligence be located by the Port within one year of the date of sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to Chapter 63.29 RCW. If the sale is for

a sum less than the applicable Port charges, the Port is entitled to assert a claim for a deficiency.

- d) If no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are not made within ten (10) days of sale, title to the vessel will revert to the Port.

#### **G. POSTING OF REGULATIONS**

That which is set forth herein is enforceable only if the Port has these regulations posted on the Port's website and available in the marina office.

#### **H. SEVERABILITY**

Nothing hereinbefore contained may be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws affecting the Port.

### **XI. PRIVATE BOATHOUSE POLICIES**

#### **A. RESPONSIBILITIES OF BOATHOUSE OWNER**

1. The exterior appearance of the boathouse must be kept neat and owner will paint boathouse when the appearance dictates such action. All boathouses are to be painted to the color approved by the Port of Everett, a specific gray color, or have silver/gray aluminum or galvanized steel siding.
2. Adequate flotation must be installed and maintained to ensure the stability of customer's boathouse and the safety of neighboring boathouses. Existing log flotation is authorized until the logs no longer maintain a freeboard of 6" without supplemental flotation at which time the flotation must be replaced with material meeting current USACE specifications.
3. The boathouse owner is responsible for supplying and maintaining the electricity, meter base, and wire for connection to the main power source.
4. Installation and upkeep of the water hose or other connection to the main water line will be the responsibility of the boathouse owner.
5. The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for attachment to the dock. The boathouse must have adequate structural capabilities to accept moorage attachments.
6. Repair and replacement of piling rub blocks, attached at the rear of the boathouse, is the responsibility of the boathouse owner.
7. Removal of snow build-up from rooftops of private boathouses will be the responsibility of the boathouse owner.
8. The use of private boathouses for commercial purposes must be approved in advance, in writing, by Marina Management.
9. Boathouse owners, upon request, will provide access to their boathouses for the purpose of fire and safety inspection.
10. Provide a window in the upper half of the man door to allow visual inspection of the interior of the boathouse. Windows will not be covered with binds and will contain an emergency contact telephone number.

11. Subleasing is authorized pursuant to the Regulations, Policies, and Procedures.
12. Satellite Dishes are authorized pursuant to the Regulations, Policies, and Procedures. Traditional television antennas are prohibited.
13. The Port requires that all boathouse owners insure their property. Insurance shall be maintained with minimum limits of \$1 million for property damage and death and/or bodily injury. The Port shall be named as an additional insured on the boathouse owner's insurance policy. Marina Management may request a certificate of insurance to verify the required coverage's. This insurance requirement is intended for the benefit of the Port's public facilities and employees and is not intended to create a claim or cause of action for any third party.
14. The Port requires that vessels not extend beyond the entrance of the owners boathouse in any manner that interferes with vessel traffic within the fairway or in any manner that the Port determines detracts from the overall marina aesthetics.

***B. RESPONSIBILITIES OF PORT***

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

***C. RESIDENCY RESTRICTIONS***

Living aboard a vessel while moored in a boathouse is only authorized for private boathouse owners who became registered live aboards prior to the Port's live aboard moratorium taking effect; residing in the structure of a boathouse is strictly prohibited. Registered boathouse live aboards are subject to the Port of Everett Marina Live Aboard Policy (See IX. Living Aboard).

***D. COMPLIANCE WITH REGULATIONS***

A boathouse owner shall maintain his/her boathouse in a safe and attractive condition, consistent with the Port's regulations, policies, and procedures.

***E. REBUILDING, REMODELING, OR REPLACEMENT***

Marina Management must approve the rebuilding, exterior remodeling, or replacement of private boathouses in advance and in writing. Detailed plans of the proposed construction must be submitted to the Port Operations Office for approval of placement, design and or improvements. Improvements, remodeling, and or new boathouses will require approval of specific port staff. Please allow 10 calendar days for such approval. Construction guidelines for private boathouses are available from the Marina Office. The guidelines include detailed plans for 40' and 70' boathouses and may

be modified for various sizes. (Submitted plans must be stamped by a structural or civil professional engineer.)

## **XII. PRIVATE BOATHOUSE BUILDING SPECIFICATIONS**

### **A. POLICY STATEMENT**

In an effort to standardize the appearance and construction of private boathouses, for the purpose of Marina safety and aesthetics, the Port of Everett has established guidelines for the remodeling or reconstruction of these facilities. All boathouse owners must adhere to these guidelines and a final review and approval must be granted by the Marina Manager or his designee in writing. Marina Management will contact any boathouse owner in violation of safety and appearance regulations. Appropriate corrections must be made in accordance with established guidelines and make compliance corrections within 30 days of notification for non-emergent items.

For Building and Remodeling Authorizations and specification assistance, contact the Marina Director of the Port of Everett.

### **B. BUILDING CODES**

All construction involving private boathouses shall conform to applicable codes of the City of Everett and the Shoreline Master Program.

### **C. LENGTH, HEIGHT, AND WIDTH LIMITATIONS**

Maximum length is determined by the amount of water space between each section of boathouses (fairways). The ideal amount of water space is one and one-third the length of the longest boathouse on each section. The Port reserves the exclusive right to determine the maximum length, height and width of boathouses within the marina.

### **D. BUILDING GUIDELINES**

1. **ELECTRICAL.** The boathouse owner will supply the electrical meter base and wire for connection to the main power source. All materials to be U.L. approved and the installation to meet compliance with the National Electrical Code. A minimum of # 12 wire shall be used for circuits 20 amp or smaller. The Port will supply and maintain the electricity meter and connection to the main power source. Service will be limited to what is available on the dock and in most cases cannot be upgraded.
2. **WATERLINE CONNECTION.** The Port will be responsible for waterlines on the docks. The boathouse owner will supply water hose or other connection to the main water line.
3. **STRUCTURE.** Suggested structural specifications, in the form of guideline plans, are available in the Marina office for a nominal fee. However, boathouse owners are responsible for the structural, floatational, and general engineering requirements for the boathouse. Submitted plans must be stamped by a structural or professional engineer.
4. **ROOFING AND SIDING.** Materials shall be galvanized steel with a minimum thickness

of 26 gauge as required for a marine environment. Fasteners and lap fasteners to wood shall be galvanized steel screws or a clip or hold-down system designed for a marina environment. Roof trusses shall be located on two-foot centers with roof pitch no less than a 4/12 grade. Skylights will as required by the agencies in your HPA and Corps. Permits. New construction or repaired construction must not use wood siding as of January 2011.

5. DECKING. Below water, deck and flotation supports shall be treated with ACZA per AWWPA C18 to a net retention of 0.6 lbs. /c.f. Interior decking shall be minimum 1/2" plywood.
6. FLOTATION. Flotation shall meet USACE specifications.
  - a) Flotation material shall be fabricated of materials manufactured for marine use. The float and its flotation material shall be 100% warranted for a minimum of 8 years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. All floats shall resist puncture and penetration and shall not be subject to damage by animals. Polystyrene flotation material used in them shall be fire resistant.
  - b) Existing polystyrene flotation is authorized until it or its flotation material is no longer serviceable, at which time it shall be replaced with a float that meets the conditions listed above
  - c) Flotation must be permanently affixed to the underside of the boathouse.
  - d) The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.
7. GARAGE ENTRANCE DOOR. The entrance door shall consist of a roll-up, folding, or interior track door, and will be fully closeable to within one (1) foot of the water's surface. No outward opening barn door will be approved. The door shall be made of fiberglass or aluminum material.
8. MAN DOOR. Man door shall be made of steel with a window in the upper half of the door to allow for visual inspection of the interior.
9. PILING RUB BLOCKS. Approved rub blocks at the rear stabilizer piling shall be installed on all boathouses.
10. PILING/COLLARS. In the event Marina Management determines that the new or remodeled boathouse requires the addition, extraction, or relocation of a stabilizer piling, or the installation of a collar or other attachment device to connect the boathouse to the piling, such alteration(s) will be the responsibility of the boathouse owner, at their risk and expense.

#### **E. AUTHORIZATION TO BUILD**

A copy of "Professional Engineer Stamped" shop drawings must accompany all requests to rebuild or remodel privately owned boathouses. Marina Management must approve plans in writing, and the following provided prior to construction.

- "Boathouse Acknowledgment and Release"
- Contractor Insurance (Port Additional Insured)
- Copies of authorizations from the City of Everett Planning Department, United

States Army Corps of Engineers (USACE), and Washington State Department of Fish and Wildlife (WSDFW).

Failure to acquire prior authorization to rebuild or remodel may result in work stoppage and possible eviction. Authorization to build given by the Port shall not guarantee any minimum term tenancy. All tenancies for boathouses and moorage are terminable on ten (10) days' notice.

### ***XIII. BOAT LAUNCHING/HAUL-OUT: TRAVELIFT***

#### ***A. DEFINITION OF SERVICES AND FEES***

1. Rates for use of the travelift are as per the posted "Port of Everett Travelift Operations Schedule of Rates and Fees."
2. A "round trip" consists of a haul-out and launch or loading to and from a trailer.
3. Boats that have been painted and are being returned to the water will be given a short interval, not to exceed thirty (30) minutes, in order to touch up any voids.
4. Charges for hanging in the slings, for the purpose of surveying or otherwise inspecting the vessel, are based on one (1) hour of allotted time.
5. Charges for lift commence at time scheduled unless Port operator is not ready to commence lift. Time of completion is when Port operator and travelift or other equipment is no longer engaged in handling owner's boat, mast or other miscellaneous equipment. A boat hanging in the slings is considered as part of charge time.
6. When delay is encountered on travelift operations that are caused by the vessel owner, the owner will be charged at the standard hourly rate in one half hour increments, as per the posted "Port of Everett Travelift Operations Schedule of Rates and Fees."
7. Vessel owner may reserve the last scheduled lift of the day for the purpose of allowing the vessel to hang in the slings overnight so long as the schedule permits. Vessel will be launched or transported to the yard the following morning.
8. All service charges accrued will be paid at the time of service. Additionally, all remaining charges for yard days must be paid prior to launch or as billed if the stay exceeds a calendar month.
9. Blocking on Port premises will be included in the regular haul-out fee. Only Port boat stands may be used on Port premises. Vessels transported to privately leased areas without adequate space or blocking may be blocked in the Port work yard or returned to the water.
10. Service may be refused by Marina Management in the event that any work or vessel is deemed unsafe to Port personnel or equipment or if the vessel owner's account is not in good standing with the Port.

#### ***B. RESERVATIONS***

1. Advance reservations are required for all travelift service(s).
2. Prior to any travelift service, the vessel owner must sign a release of liability form, which will be retained in the Marina office.
3. Boat owners who are more than fifteen (15) minutes late for a reservation may have their appointment canceled, if necessitated by the schedule or at the discretion of

Marina Management.

4. Vessel owners who cancel within 24 hours of their scheduled appointment will be assessed a cancellation fee per the schedule of rates and fees.

**C. RESPONSIBILITIES OF VESSEL OWNER**

1. Special care must be taken in placement of slings of travelift to ensure that no damage occurs to hull fittings. The boat owner must signify to travelift operator his agreement to placement of slings and that such placement will not damage hull fittings. The Port of Everett will not be responsible for damage caused by improper location of slings.
2. Boats with hard chines, bilge keels, rubbing strakes, vent covers, etc., are vulnerable to damage by slings when hoisting. Every effort is made to avoid damage to such fixtures, but boat owner should not request his boat be lifted by the travelift unless willing to assume responsibility for any damage that may occur as a result of inherent hazards.
3. All fore and aft stays and other apparatus that may interfere with hoisting of boat must be loosened or removed in advance to avoid delay.
4. Boat owners must ensure that all gear and equipment in the boat is secured against lurching or swinging of boat prior to lift.
5. Prior to haul out or boat movement, boat owners should ensure that they are protected by personal liability and property damage insurance or that their existing insurance policy will cover their vessel during haul out and storage in the repair area, including but not limited to damage caused by weather and wind.

**D. RESPONSIBILITIES OF PORT AND OPERATOR**

1. Port employees are responsible for the operation of all Port equipment used for the lifting/ lowering of vessels and related equipment. Port employees are not authorized to perform any work on boats other than necessary to move boats to and from water, trailers, or around the repair area or Marina.

**XIV. WORK YARD**

**A. FEES**

1. Work yard charges are as per the posted "Port of Everett Travelift Operations Schedule of Rates and Fees." Charges begin to accrue the day after blocking in the work yard and will continue each day and include the day of launch.
2. Payment is due prior to the vessel entering the yard and if the customer accumulates additional charges while the vessel is still in the yard, payment for all services and yard charges is also due prior to leaving the yard.
3. Vessels in the work yard and masts in the mast yard are subject to Washington State Leasehold Tax when their stay reaches thirty consecutive days or more. Those who sign up for the Winter Monthly yard rate (November – March) will be subject to Washington State Leasehold Tax.

**B. RESPONSIBILITIES OF VESSEL OWNER**

1. Tools, equipment, and supplies must be kept aboard boat when not in use.

2. Boat owner is required to provide their own ladder to access their boat. Blocking material is for Port use only.
3. Boat owners can request boat stands to be moved or adjusted while the vessel is on blocks. Stands can only be moved or adjusted by Port staff.
4. Area around boat must be kept neat and clean at all times and must pass inspection prior to launch.
5. Paint spillage must be cleaned up immediately. Spray painting is prohibited in the Port's work yard areas
6. Empty cans, scraps of lumber, paper or other debris must be placed in waste containers and the area cleaned on a daily basis and prior to departure.
7. Hazardous or volatile materials or procedures which can endanger other boats and persons or contaminate soils, ground water, or saltwater are not permitted. Fires aboard boats or on Port premises are prohibited.
8. Boat covers, equipment, and/or accessories must be neat and tidy and present a good appearance at all times. (Do not attach tarps or other covers to boats stands.)
9. Sails deployed utilizing a roller furling must be removed and stowed prior to vessel being blocked. All other sails shall be secured.
10. Waste oil, paint, or other volatile or hazardous substances or debris must be disposed of in a manner approved by applicable regulations or regulatory agencies. The Port may maintain waste oil containers which may be used for disposal of that liquid.
11. Boat owners engaged in work on their boat must take care not to interfere with the travelift operation or work of other boat owners in the area.
12. All sandblasting is prohibited in the Port's work yard.
13. In the event that anyone is in violation of these regulations, their vessel may be impounded and the owner required to pay for any damage or necessary clean-up prior to departure.
14. Vehicle parking inside the boatyard is allowed in designated vehicle parking stalls. Boat owners are allowed to park within the work yard stall their boat occupies in order to load and unload equipment and materials so long as the vehicle does not impede neighboring stalls or main thoroughfare. Vehicles interfering with business operations may be towed at owners risk and expense.
15. Living aboard or staying overnight in a vessel while blocked in the Port's yard area(s) is prohibited.
16. Security of vessel, once blocked and placed in a proper cradle by port employees, becomes the responsibility of the boat owner. The Port will not be responsible for subsequent damage that may occur to the vessel as a result of a weight redistribution or other movement due to causes including, but not limited to, surface water drainage, wind, earthquake, or tampering with blocking or cradle by the boat owner or individual other than a Port employee.
17. During the summer season (April 1 - October 31), when demand for yard space is high, the Port's facility is provided for use as a work area, not a storage area, and time is of the essence. In the event that Marina Management determines that a vessel is being stored or otherwise remains in the yard for an excessive period of time, yard privileges may be terminated. During the winter season (November 1 - March 31), when demand

for yard space is low, a reduced fee and monthly work yard rate is available to vessel owners who are seeking to accomplish long term repairs and storage is permitted.

18. All vessel repair maintenance performed in the Port's yard area(s) will comply with the "Best Management Practices" (BMP's) for boat yards, issued by the Department of Ecology. Copies are available in the Marina Office.
19. Temporary structures are prohibited; however minor tarping may be allowed with the authorization of Marina Management.
20. Boat owners, and their representatives, contractors and workers, must conform to the posted work hours of the yard and must leave by posted times unless written permission has been provided by the Marina Director of the Port of Everett.

## ***XV. WASHDOWN FACILITY***

### ***A. DEFINITION OF SERVICES AND FEES***

1. Washdown facility charges are as per the posted "Port of Everett Travelift Operations Schedule of Rates and Fees." Washdown fees are based on a 30 minute wash time. Larger vessels or vessels requiring additional wash time due to growth or otherwise, will be charged according to the fee schedule.
2. All vessel bottom washing will take place at the washdown facility.
3. Only Port of Everett staff are authorized to operate pressure wash equipment.
4. Self hand scrubbing and wet sanding are permitted in the washdown area, subject to the rate schedule.
5. Vessels that hang overnight in the slings will usually be located in the washdown facility, at the discretion of Marina Management. The facility will be secured between dusk and dawn.
6. Dry sanding and grinding are strictly prohibited in the washdown facility.

### ***B. RESPONSIBILITIES OF FACILITY USER(S)***

1. Dumping of bilge water or other contaminants is prohibited.

## ***XVI. GUEST MOORAGE: RECREATIONAL***

### ***A. POLICY STATEMENT***

The Port of Everett offers the following guest moorage areas:

- a. Breakwater docks, located along the Snohomish River fronting the South Marina (Guest Dock 1) entrance and to the north of the North Marina entrance (Guest Dock 7).
- b. Guest Dock 6 located at the south side of the North Marina.
- c. ADA accessible dock (Guest Dock 2) at the eastern most end of the South Marina facing West Marine View Drive.
- d. Guest Dock 5 located at the eastern most end of the Central Marina and just south of Hotel Indigo.

**B. INDIVIDUAL GUEST MOORAGE**

1. Guest moorage is available on designated guest floats on a first-come, first-serve basis or online by reservation at dockwa.com. Vessels may remain on the guest docks for a total of 14 days in a 30 day period. Those remaining longer than 14 days or those vessels suspected of utilizing guest moorage long term may be asked to secure permanent moorage or vacate Port property.

**C. GROUPS AND SPECIAL EVENTS**

1. The Port will accommodate organized or special groups of vessels subject to space availability.
2. Cruise captains or event chairpersons must request their needs in advance to the event. Requests must provide the following information:
  - a) actual date(s) of event;
  - b) actual date(s) that overnight moorage is required; and
  - c) number and approximate size of boats requiring moorage.

**D. REGISTRATION**

All vessels remaining longer than six (6) hours, or after 10:00 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 online at Dockwa.com or by utilizing the registration/payment envelopes which are provided at the guest self-registration stations and the Marina guest floats.
- c) Vessels unregistered after being in the harbor for a period of twenty-four (24) hours or more are subject to impound and will remain impounded until the owner or operator registers.

**E. GUEST MOORAGE FEES**

1. Guest moorage fees are as per the posted "Port of Everett Marina Schedule of Rates and Fees."
2. Any vessel moored longer than six (6) hours, or does not depart prior to 10:00 p.m., will be subject to regular overnight guest moorage fees.
3. Moorage charges shall be paid in advance or not later than every second day, and prior to departure of the vessel from the Marina.
4. Washington State Leasehold Tax will be assessed when applicable, as per the following policies:
  - a) When moorage is calculated on a daily fee basis, leasehold tax is owed anytime the vessel is in port for thirty consecutive days or more.
  - b) When moorage fees revert to the monthly fee basis, leasehold tax is owed on each monthly billing (regardless of being in port less than thirty consecutive days).

## **XVII. PARKING**

**A. Please refer to Port of Everett Parking Rules: Waterfront Place Neighborhood. Copies can be found either online or in the Marina Office.**

## **XVIII. SECURITY AND GATE KEYS**

### **A. SECURITY SYSTEMS**

Wherever possible, the Port provides physical obstacles to moorage and storage areas by means of fences and locked gates. Users of the Marina are expected to assist in a security program by closing gates behind them, removing highly pilferable items from their vessels, locking their vessels, reporting any losses as soon as possible to the Everett Police Department, and notifying Marina Management.

### **B. UNAUTHORIZED PERSONS**

1. No unauthorized persons are permitted in areas specifically posted as being reserved for use of special categories of persons or as work areas.
2. Only customers and their invitees are allowed on the floats, except those individuals who have obtained the advance authorization of Marina Management.

### **C. THEFT AND VANDALISM**

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

### **D. ISSUANCE OF GATE KEYS**

1. Upon lease of moorage in the Port of Everett Marina, each customer will be issued one electronic key for his/her leased premises. Additional keys may be purchased for a fee. Only the assigned customer and/or their spouse/partners will be issued keys.
2. The Port of Everett will issue up to two (2) gate keys per key type to brokers and/or other marine tradesmen maintaining an office or business on Port property. The standard fee will be charged for each key. Proof of insurance and indemnification as outlined in section III B 1.and 2. of this document shall be required.
3. Repairmen or employees of business firms performing work on vessels moored within the Marina are to obtain keys from the vessel owner. Businesses that frequently perform work on vessels in the marina may obtain a vendor key or check out a temporary key from the marina office. Business/vendors must provide proof of a local business license, including proof of insurance and indemnification as outlined in section III B 1.and 2. of this document.
4. Moorage sub-lessee may obtain a key as per the "Port of Everett Marina Schedule of Rates and Fees." Any key assigned to a sub-lessee will be deactivated at the expiration of the sublease.

**E. REPLACEMENT KEYS**

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

**F. LENDING POLICY**

Gate keys may be temporarily signed out from the Marina office during business hours for approved purposes and upon presentation of acceptable identification. After hours, security personnel are available to provide access to floats. Repairmen or employees of business firms performing work on vessels shall follow regulations. Marina Management reserves the right to refuse access when deemed appropriate, at its discretion.

**XIX. WATER SERVICE**

**A. POLICY STATEMENT**

Water service is provided at regular intervals on all floats within the Marina.

**B. REGULAR SERVICE**

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

**C. WINTER SERVICE**

1. Some water lines may be turned off and drained during freezing weather.  
Exception: Water is available at:
  - a) The fuel dock.
  - b) Head of each float A – K Central Marina.
  - c) Guest Docks 5, 6, and 7.
2. When the temperature is above freezing, the water may be turned on individual floats at customer's request, if possible. Customers should note, however, that the water lines run under the docks and may require some time to thaw, even after daytime temperatures are above freezing.
3. If the weather is predicted to remain mild after water is turned on, service will continue until return of freezing temperatures.

**XX. ELECTRICAL SERVICE**

**A. DESCRIPTION OF SERVICE**

1. Most moorages in the Everett Marina are provided with 20 amp/120 volt, 30 amp/120 volt or 50amp/240 volt service.
2. Moorages on the North Docks are provided with 50 amp/120 or 240 volt and 30amp/120 volt service.
3. It is the responsibility of the customer to ensure that electrical pedestal voltage is compatible with their vessel and shore power cord.
4. All electrical installations, including changes requested by the customer are considered

Port property.

5. Repeated replacement of burned out receptacle will be at the customer's expense.
6. Vessels moved at Port convenience will be furnished equivalent power outlets at the Port's expense if possible.
7. Customers are expected to follow the procedures contained herein regarding operation of equipment to ensure safe and proper use of the electric service provided.
8. The Port of Everett 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.
9. All electrical cords or adaptors must be marine grade.

***B. CHANGE IN SERVICE***

1. Twenty amperage (20 amp) service may be upgraded to thirty amperage (30 amp) service, at the request of the customer and within electrical capabilities of the float or pier if possible.
2. Requests for change in amperage service may be made by the named moorage holder. .

***C. BILLING PROCEDURES***

1. Electric meters are read every other month. Kilowatt usage charge is for the prior two months.
2. Rates and other charges for electrical power are as per the "Port of Everett Marina Schedule of Rates and Fees."

***D. SERVICE CONNECTIONS***

1. All service connections between the Port outlets and the vessel, and all utilization equipment upon the vessel shall conform to applicable local, state, and national electrical codes.
2. Receptacles are twist-lock. To obtain power from shore to boat, push plug into receptacle and twist to right -TIGHTLY. Always turn counterclockwise before trying to unplug.
3. Check for proper connection occasionally. This can eliminate expensive replacement cords, caps, and receptacles. Port staff are not responsible for plugging in vessels.
4. Be sure your cord or adapter is the same amperage as the receptacle. 20 amperage cords are smaller than 30 amperage. Never force incompatible fittings together.
5. Shore power cords, water hoses, and ropes should be secured so that they cannot cause damage to meter bases. Do not wrap anything around meter bases.
6. To protect against stray current, and to prevent other hazards, secure shore power cords so that they do not hang in the water
7. The Port on occasion gets reports from customers regarding stray current in parts of the marina. The Port will take readings around the area in question and notify the customers within that area that 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 Port will

then do a follow up to make sure the stray current no longer exists.

## **XXI. FISHING EQUIPMENT STORAGE**

### **A. QUALIFICATION FOR LEASE**

1. Fishing Equipment Storage Stalls are provided for the use of commercial fishermen owning a vessel moored at the Port of Everett Marina and actively engaged in the commercial purse seine, or similar, fishing industry.

### **B. CUSTOMER RESPONSIBILITIES**

1. Customer must be a vessel owner and must be actively engaged in the commercial fishing industry.
2. Customer shall use the premises to store, keep, maintain, and warehouse only fishing gear, webbing, netting, and equipment used in pursuit of his occupation as a commercial fisherman. No vehicle storage allowed.
3. Customer must provide the Port with the name, address, telephone number, and boat name/ number of any additional persons sharing leased premises. All persons sharing a Fishing Equipment Storage must meet above stated requirements in section III. Boat Owners/Operators Regulations.

## **XXII. DAMAGE CLAIMS**

### **A. POLICY STATEMENT**

In the event of damage to personal property resulting from equipment failure, operator error, or other perceived fault of the Port of Everett, the property owner has a right to file a claim for damages. However, the Port of Everett is not liable for any damages or issues related to stray electrical current that may be found to exist within the marina.

### **B. CLAIM PROCEDURES**

1. This claim procedure shall only apply to claims for \$5,000 and less. Claims over \$5,000 shall use the formal claims process and form, which is further described on the Port's website ([www.portofeverett.com](http://www.portofeverett.com) – see About Us and Contact Us).
2. The property owner or his/her representative initiates a claim by submitting a letter to marina management explaining what occurred, how they were harmed, why they feel the Port of Everett is responsible for the damages, the amount of claimed damages, and supporting documentation to demonstrate the claimant's allegations of liability and damage, including at least two (2) damage repair estimates from businesses of their choice.
3. The Port employee(s) involved in the incident will submit a completed "Port of Everett Accident/Damage Report" to Marina Management. A picture of the situation/damage(s) should be taken if the value of the damage is deemed severe.
4. The claim for damage under this section will be reviewed by Marina Management and a determination made to approve or deny the claim. Approval may be contingent on acceptance of only a percentage of the claim.

5. If the claim is approved, the Port will review the repair estimates, and in most cases the Port will accept the lowest bid.
6. After approval, the claimant will be issued a warrant in the amount of the approved estimate.
7. Upon receipt of the warrant, the claimant will sign a release of liability, releasing the Port of further responsibility.
8. The property owner will be responsible for contracting with the business of their choice for repairs.
9. If the claim is denied, the owner will be promptly notified of this decision. In this event, the property owner has the right to appeal. (See: Customer Suggestions, Complaints, Disputes)

### ***XXIII. CUSTOMER SUGGESTIONS, COMPLAINTS, DISPUTES***

#### ***A. POLICY STATEMENT***

As a municipal corporation and public service agency, the Port is sensitive to and is willing to consider valid suggestions and complaints of its customers. It is the policy of the Port of Everett to encourage customers to contribute to the efficient operation of the Marina by following the procedures established for this purpose.

#### ***B. FILING OF SUGGESTIONS AND COMPLAINTS***

1. Customers may submit suggestions and complaints directly to Marina Management.
2. Forms on which the customer may write his/her comments are available in the Marina office.

#### ***C. DENIAL UPON REASONABLE CAUSE***

Whenever Marina Management has reasonable cause to believe that some application for moorage, or other application for rights of use within the Port of Everett Marina, is being made for the purpose of avoiding, circumventing, or otherwise defeating the fair and democratic provisions for use of moorage within the Port of Everett Marina, as set forth in Marina Regulations and Procedures, that application or request shall be denied.

#### ***D. DISPUTES AND APPEALS***

1. If a tenant has a difference of opinion with Marina Staff regarding the interpretation of the Marina Rules and Regulations, the tenant may bring in writing their perspective to the attention of the Chief of Marina Operations (CMO). The CMO will review the tenant information. The decision on the interpretation of the Marina Rules and Regulations, unless related to Eviction or Trespass, is final.
2. Evictions and Trespass Decision
  - a) Eviction and trespass decisions are issued by the CMO in writing and are hand delivered or sent certified mail or posted on the vessel if possible.
  - b) No review of CMO decision is provided for guests or visitors to the marina.
  - c) Tenants may request that the CMO review the decision by providing a complete and

detailed written narrative to the CMO including a description of all events, along with pertinent facts and supporting evidence. The CMO will review and provide a written response within 15 days.

- d) A final review of the CMO decision can be made to the Port Executive Director (ED). The request must be in writing and received no later than 15 days from the date of the CMO decision and the ED will review only the information submitted to the CMO in the original decision. The ED will respond in writing within 15 days of receiving the request to review; this decision is final.

#### **XXIV. UPLAND STORAGE**

##### **A. FEES**

Upland Storage includes Boat & Trailer Storage Yards and Port provided Storage Units. Charges are as per the posted "Port of Everett Storage Rates and Fees." Scheduling is via the Marina Office.

##### **B. RESPONSIBILITIES OF VESSEL OWNER**

1. Rules and Guidelines for use, safety and security of the Upland Storage areas are provided at time of sign up at the Marina Office, and additional copies can be also requested.
1. Boat owner is required to provide their own ladder to access their boat. Blocking material is for Port use only. Tools, equipment, and supplies must be kept aboard boat or stored away from the vessel location.
2. Boat owners can request boat stands to be moved or adjusted while the vessel is on blocks. Stands can only be moved or adjusted by Port staff.
3. Area around boat must be kept neat and clean at all times and must pass inspection prior to launch.
4. The Upland Storage areas are NOT permitted for work and as such no work may be allowed. Supplies and preparation for departure sundries are permitted. No vessel cleaning, repair or maintenance, whether interior or exterior is allowed. If unauthorized work is performed, a penalty fee may be assessed at the Port's discretion.
5. Boat covers, equipment, and/or accessories must be neat and tidy and present a good appearance at all times. Tarps and vessel coverings shall be attached directly to the vessel or trailer.
6. Sails deployed utilizing a roller furling must be removed and stowed prior to vessel being blocked. All other sails shall be secured.
7. Boat access hours are listed in the Port of Everett Marina "Storage Rates & Fees", which can be found online or in the Marina Office.
8. Boat owners must obey port staff and port security access regulations at all times.
9. Security of vessel, once blocked and placed in a proper cradle by port employees, becomes the responsibility of the boat owner. The Port will not be responsible for

subsequent damage that may occur to the vessel as a result of a weight redistribution or other movement due to causes including, but not limited to, surface water drainage, wind, earthquake, or tampering with blocking or cradle by the boat owner or individual other than a Port employee.

10. Living aboard or staying overnight in any of the Port's Upland Storage areas is prohibited. If an individual is deemed to be living aboard unauthorized in any of the Port's Upland Storage areas, a penalty fee may be assessed at the Port's discretion and the storage may be terminated.
11. Temporary structures are strictly prohibited.
12. Parking inside the boatyard is prohibited. Boat owners are authorized to access the yard to load and unload equipment and materials, however, must park their vehicle outside of the yard. Vehicles interfering with business operations may be towed at owners risk and expense.
13. In the event that anyone is in violation of these regulations, their vessel may be impounded and the owner required to pay for any damage or necessary clean-up prior to departure.

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