

# NARROWS MARINA LLC RULES, REGULATIONS, AND POLICIES

Last updated February 5, 2019

## GENERAL

1. Narrows Marina LLC rents on a month to month basis but prefers annual rental contracts for all moorage and storage spaces. The contracts begin April 1<sup>st</sup> and run through March 31<sup>st</sup>. If the annual rental agreement option is chosen and the renter vacates moorage/storage space prior to the end contract date of March 31, for any reason, financial responsibility for all charges related to Lease will remain Renter's until March 31 of the year stated in the agreement. If the month to month option is chosen, the Renter is required to give a 30-day written notice prior to vacating. To be considered vacated from the space, you must provide proper notice, turn in keys, and clean the space. The benefits to having an annual contract are as follows:
  - a. You get a discount on rent. (Discount is already applied to Annual Pricing)
  - b. It makes available an additional 5% cash discount for paying for the entire year's moorage or storage up front on or before April 1. Payment must be made in either Cash or Check form to receive discount. (Not applicable to utilities)
  - c. It reserves your space in the Marina. In the event a renter chooses to be a month to month renter, they run the risk of being moved to a similar space in the marina or being replaced by a new renter willing to sign an annual contract.
  - d. If a Renter chooses to be an annual wet moorage renter, they can keep their boat in our Non-Heated Winter Storage facility for up to 8-months with one haul-in and one haul-out included. Boats that are hauled out of the water and into storage are subject to pressure washing fees plus an environmental fee. Additional fees of \$98 per hour may apply if there is heavy growth and oxidation. Boat must be clean prior to going into storage. Winter Storage space is limited, and therefore not guaranteed. Winter Storage is first come, first serve. Boats being moved with the travel lift or being towed will have an additional fee. Narrows Marina LLC cannot haul out Sailboats, wooden boats, or boats that exceed our equipment capabilities. The renter pays the same rate, including utilities, as when they are in the water and it insures, they have their space reserved to go back into. Limited utility outlets are available in Winter Storage for an additional cost. Your moorage space will not be rented to another renter while in Winter Storage, if the renter is under an Annual Contract for their space. If an annual moorage renter has a trailer in storage, they will not be charged for the trailer at any time during the year or for crib and stand rental.
  - e. Active Military personnel can get out of annual contracts by showing relocation orders.
  - f. A deposit equal to one month's rent is required. If a new renter can't afford to pay the entire deposit at signing, Narrows Marina LLC will allow a renter to pay the deposit in four equal payments, 25% at the time of signing, 25% with the first months billing, 25% with the second months billing, and 25% with the third months billing.
  - g. Trailers in Storage will be placed behind our outside uncovered locked gates. Trailer drop-off or pickups will be done in the Main un-secured parking lot of Narrows Marina LLC unless another way is requested and confirmed in writing. Operator and Operator's Agents and Representatives shall not be responsible for Renter's personal property and or vessel, trailer, or vehicle, on the premises. Renter at Renter's sole cost and expense is required to obtain a policy of property damage insurance covering, of at least 100% of the actual cash value of all personal property located on the premises, damaged by fire, extended coverage, perils, vandalism, and burglary.
2. All boats must be maintained with proper current registration, identification, and general physical maintenance as required by law and safety practices.
  - i. Pursuant to Second Substitute House Bill (SSHB) 2457 Private facilities such as Narrows Marina LLC must obtain Proof of Vessel Registration or an exemption affidavit certifying that the vessel is exempt from State Registration requirements. Thus, the renter must provide Narrows Marina LLC with a current boat registration yearly, which will be kept on file. Failure to do so can result in eviction, or renter being billed at a holdover rate which is double the daily applicable rent.
  - ii. All renters must provide the moorage office with a current copy of their insurance. Narrows Marina LLC must be listed as additionally insured on renter's policy. Moorage renters must have at least \$250,000 limited liability coverage and dry storage renters must have at least \$100,000 limited liability coverage. Personal belongings and all detachable, outboard motors can be covered through a renter's homeowner's policy. (Please contact an Authorized Licensed Insurance Agent for additional information) Narrows Marina LLC is not responsible for any damage caused by fire, theft, water, or forces of nature that may occur. Failure to keep a current copy on file can result in eviction, or renter being billed at a holdover rate which is double the daily applicable rent.
3. All non-commercial Invoices are due by the first of every month, a 14-day Grace Period is granted. Bills not paid by the 15<sup>th</sup> of the month will be assessed for additional fees as per the Rental Agreement terms. Commercial Renter's invoices are due the first of the month, and a 4-day grace period is granted prior to assessing additional fees, as per the Rental Agreement terms.
4. Narrows Marina LLC renters receive certain store discounts with Narrows Marina Bait & Tackle LLC. Discount requests must be made prior to transactions and prior to pump-out use to be received. Renters must be present to claim discounts, Guests of Renter's may not utilize Renter's discount.
5. All Renter's must keep their possessions and property being stored at the Marina within their designated space. Personal items may not be stored on any docks, walkways, or parts of the property. Unauthorized personal belongings or property stored without written permission on Narrows Marina property are subject to impound, or disposal. Narrows Marina is not responsible for loss of such items. Renter will be subject to impound, towing, or discharge fees.
6. Boats being stored in the water may not stick out beyond their designated moorage space or cause any obstructions of walkways or waterways. This includes other personal watercraft or vessels that may be tethered to boats.
7. NARROWS MARINA RULES, REGULATIONS, & POLICIES ARE SUBJECT TO CHANGE AT ANYTIME.
8. To ensure a safe and welcoming environment for all to enjoy, Narrows Marina does not permit weapons, narcotics, and federal & state illegal substances on property.
9. Open alcohol consumption on the property is not allowed, unless it is in a specified licensed business area following WSLCB rules.
10. Violent behavior will not be permitted on property, any physical or verbal abuse or threats of harm towards other patrons or employees are grounds for immediate termination or cancellation of contract in order to maintain a peaceful and safe environment at our facility.

## DISCHARGING OF TOXINS

11. No dumping of oil, fuel, sewage, toxins, or other waste is permitted on Marina property. Use pumps and or funnels when transferring or changing engine fluids. Never drain oil or antifreeze into the bilge. Close containers when not actively dispensing or receiving fluid. Immediate termination of tenancy and all applicable fines will be imposed for accidental or illegal dumping.
12. No storage of hazardous chemicals such as paints, varnish, solvents, etc. in dock boxes or storage lockers. It is okay to store fuel in boat fuel tanks (no portable cans).
13. Dumping of treated or untreated human waste (black water) is prohibited in or around the marina. This is to include the Marina restrooms. Use pump outs instead or discharge to a CG approved MSD type I or II only while underway and away from shallow water. The nearest pump out is located at Narrows Marina LLC (253) 564-3032 additional pump out facilities can be found at Breakwater Marina (253) 752-6663, Penrose Point State Park (253) 884-2154, and Gig Harbor City Dock. Any violation of this rule will result in immediate termination of tenancy. Water repairs and refinishing of boats is limited to decks and superstructures only. This work will entail an annual maximum of 25% of the area, in which case dust, drip, and spill control measures are mandatory to ensure

- there is zero discharge to waterways. No scraping, cleaning, or pressure washing of underwater portions of boat hulls with anti-fouling paint while in the water or on land is allowed. No refinishing work from boat or temporary floats is allowed.
14. No use of any chemical agents or compounds while cleaning your boat on or near the water. We have a No Suds policy. Any cleaner used must be non-toxic and indicate that it is biodegradable on the packaging. Appropriate cleaning products can be found in Narrows Marina Bait & Tackle store (253) 564-3474 for your convenience. Please see that all cleaning agents are phosphate-free and environmentally sound. We recommend fresh water, hand scrubbing, and spot cleaning.
  15. Renter shall be responsible for and pay all costs incurred in relation to any clean-up needed resulting from the discharge from any of the above or in the event of a sinking.

#### SPACE REQUIREMENTS

16. No modifications or changes can be made without prior written approval from the Marina moorage office. This includes constructing any shelving, making holes, or installing any electrical items.
17. Storage units are for boat storage only, unless prior arrangements have been made with the Marina moorage office.
18. Units being rented for Household Storage Only (No Boats) may not utilize the boat hoist, slings, and elevators. Any violation of this rule will result in immediate termination of tenancy.
19. Renter shall not perform anything more than light maintenance work or cleaning on their vessel while at the Marina. No work can be performed that will reasonably impact or bother other Marina renters and any work must be conducted by the boat owner (Renter) in accordance with Federal or State Laws and Regulations.
20. All outside contractors/tradesmen are required to be licensed, bonded, and insured with a minimum of \$1,000,000 comprehensive liability insurance coverage before working on any vessel or boathouse structure moored/stored at the Marina. All outside contractors/tradesmen must provide proof of insurance and be authorized by the Marina moorage office before entering any area of the Marina to do work.
21. No sub-leasing or renting of assigned space is allowed without prior written approval from the Marina moorage office.
22. No live-a-boards are allowed under any circumstances. Anyone staying on their boat for more than 4 consecutive days in a one-month period is considered a live-aboard and will be ordered to vacate the Marina. Spaces may not be used as a residence; this applies to all rented spaces at the Marina.
23. Renters and guests shall not disturb other occupants of the Marina or create unsanitary conditions while on Marina premises, Renters found to be under violation will be ordered to vacate the Marina.
24. Whistles, sirens, horns, and engine noise must be kept to a minimum. Please let us know of any disruptive behavior from others.
25. Narrows Marina may at its discretion and expense, make any repairs, alterations, additions, deletions or improvements to the Marina and its property at any time.
26. Children under the age of 16 MUST always be directly supervised by a responsible adult while on Marina property.
27. Dogs must always be on a leash while on Marina property. Doggie stations have been installed around the Marina to ensure that our grounds are kept clean and free of pet waste. Renters are required to clean up after their pets. NO EXCEPTIONS. Dogs must not create a nuisance to others.
28. Boathouse storage is limited due to available flotation. Items stored in boathouses cannot cause boathouses to be weighed down. If boathouses have excess weight due to Renter's personal property, Renter must immediately address the issue to prevent damage to boathouse and dock. Failure to comply can result in termination or being billed for damages.

#### GARBAGE DISPOSAL

29. Garbage cans are provided for waste generated at the Marina ONLY. The dumpster is for Marina use only—do not put any garbage bags or waste outside the dumpster.
30. No household garbage or lawn/yard waste is to be dumped in garbage cans.
31. No batteries, oil, fuel, or any other hazardous or toxic materials are to be placed in garbage. Please contact your County's Environmental Department for appropriate disposal locations.
32. No engine or boat parts or boathouse materials are to be left on marina property nor dumped in the garbage cans. All parts/materials must be removed from the property and disposed of by Renter.
33. Illegal dumping or breaking of the above rules is reason for immediate termination.

#### PARKING

34. Only 1 vehicle per renter is allowed in the rear parking lot behind the Red Gate unless prior arrangements have been made with the Marina moorage office. All vehicles left unattended for more than 24 hours will be towed and impounded at the owner's risk and expense. If planning to be gone for an extended time period, please contact the Marina moorage office to obtain permission for extended overnight parking.
35. Do not park your boat in any space other than the one leased to you without getting written permission from the Marina moorage office.
36. No trailers can be left anywhere on Marina property. All vehicles and trailers left unattended will be towed and impounded at the owner's risk and expense.
37. Renter's guests should park in the main parking lot ONLY.
38. Parking citations will be issued to renters and their guests for improper parking. Unpaid parking citations will be billed to Renter's account, and if it remains unpaid it will be referred to a collection agency. It is Renter's responsibility to notify the Marina moorage office immediately, if you feel a citation was issued in error.

#### GATES

39. Keep all gates closed always, do not loan keys or share with guests.
40. Narrows Marina will not grant access to secured areas of the Marina unless Renter can be verified by the Marina moorage office.

#### BOAT RAMP

41. Boat Ramp is strictly for Renter use ONLY. Renters may not allow access to friends, relatives, acquaintances, etc.
42. Gate must be closed after each use and securely locked with the padlock.
43. Access to Ramp use will be denied if Renter allows access to non-renters, or gate is not closed after use.
44. The Renter that opens the gate is responsible for closing the gate, if renter does not close the gate after use and it is left open, they have violated the Ramp Use Rules and are subject to ramp access being denied.
45. Renter must have a Ramp Liability Release form on file if accessing the ramp after hours, and access code will be denied until training has been completed.
46. Access code will not be issued if account is in default due to non-payment.
47. Access code cannot be distributed by renter either verbally, written, or published publicly and/or privately. Access code is strictly for Renter use. Failure to comply will result in immediate denial to ramp for after hour use.

#### SLINGS & ELEVATORS

48. The slings and elevator are for Locker and Building M Renter's use only. The Narrows side and Day Island side slings are for boats no longer than 22-feet and that weigh less than the listed weights. The elevator is for boats no longer than 19-feet and that weigh less than 4,500 pounds. The Mill Building sling is for Marina personnel use only.
49. No blocking of aisles, elevators, slings, or gates. Do not leave your vehicle or boat unattended. If washing or waxing your boat, MOVE IMMEDIATELY to allow other Renters access.

#### MARINA GUESTS AND GUEST DOCK

50. Must be accompanied by a Marina Renter and are subject to all Marina Rules, Regulations, and Policies.
51. Must park outside the Red Gate in the main parking lot area.
52. May not be in possession of a Renter's gate key without permission from the Marina moorage office.

53. Guests may not utilize hoists or elevator.
54. Overnight Moorage in the Blue Slips on the Guest Dock require an advanced reservation with the Marina moorage office and depends on space available. Renters pay fees to be on this dock. Check with Marina moorage office for current prices and any restrictions.
55. Overnight Moorage Guests may utilize the private boat ramp for a fee.
56. The Guest Dock includes the Fuel Dock (White), Transient Moorage/Guest Dock (Blue), 15-Minute Zone (Orange), and 3-Hour Marina Visitor Zone (Green). All rules are posted, and Renters/Guests are subject to a citation, impoundment, or expulsion if boat is improperly parked.

WINTER/OUTSIDE STORAGE

57. Winter Storage customers get one move-in and one move-out of storage per year included in the price for boats on trailers and vehicles. Additional ins and outs for boats on trailers and vehicles are subject to the following:
  - a. Trailer only storage will be behind outside secured gate at trailer rate. Trailers may be moved indoors at Narrows Marina discretion as needed. Trailers requested to be stored inside permanently will be billed at the higher Winter Storage rate.
  - b. Trailered boats require a minimum of 3-Days notice to vacate.
  - c. Will only be moved in or out Mon – Sat between 8:30 AM and 3:30 PM, unless prior arrangements are made. Cono-Lift launches are only Mon – Fri, by appt.
  - d. Additional ins or outs will be charged \$98 per hour with a minimum charge of \$25. Additional fees apply for boats not on trailers and will be billed at normal Blocking and Moving rates listed below.
  - e. After hours or weekend ins and outs are subject to GM approval and cost 1.5 times the normal rate.
  - f. Blocking and moving fee for boats without trailers:
    - i. Fee's based on overall length of boat, indoor storage \$9.17 LN FT and Outside Uncovered Storage \$6.00 LN FT.
    - ii. Additional monthly fees apply for crib and stand rental if no there is no trailer. \$14.00 per month for crib and stand rental for boats under 21' and \$28 per month for boats over 22'.
  - g. Operator and Operator's Agents and Representatives shall not be responsible for Renter's personal property and or vessel, trailer, or vehicle, on the premises.
  - h. Renter at Renter's sole cost and expense is required to obtain a policy of property damage insurance covering, to the extent of at least 100% of the actual cash value of all personal property located on the premises, damaged by fire, extended coverage, perils, vandalism, and burglary.
  - i. Limited utility outlets are available in Winter/Outside Storage area at an additional cost and on a first come first serve basis.
  - j. Operator recommends the use of Damp-Rid to help absorb excess moisture in stored boats.
  - k. No Renters are allowed in Winter/Outside Storage areas unattended. In the event a Renter must get to their boat or vehicle, they can do so with an advance appointment and only when accompanied by Operator or Operator's Agent and the cost will be \$98 per hour with a minimum charge of \$25.
  - l. No maintenance or work of any kind can be done while boat is in Winter Storage. No Fresh water available in storage area.
  - m. Battery tenders, chargers, dehumidifiers, and engine heaters can be used in boats in Winter Storage for an additional cost, billed per KWH used per month.