

# NARROWS MARINA RULES, REGULATIONS, & Policy

Last updated January 14, 2015

## 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 they are renting 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. The benefits to having an annual contract are as follows:
  - a. You get a 5% discount on rent. (Discount already applied to Annual Pricing)
  - b. It makes available a 5% cash discount for paying for the entire year's moorage or storage on or before April 1.
  - c. It reserves your space in the Marina.
  - d. In the event a renter chooses to be a month to month tenant, 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. In the event a renter chooses to be an annual wet moorage tenant, they can keep their boat in our Winter Storage facility for up to 8-months with one in and one out included. 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. Your space will not be rented to another tenant while you are in Winter Storage. In the event that an annual moorage tenant 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. Military personnel can get out of our annual contracts by showing relocation orders. A deposit equal to one month's rent is required. In the event that a renter can't afford to pay the entire deposit at signing, Narrows Marina LLC will allow a tenant 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. 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, 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.
  - e. 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 requested 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, 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.
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 exemption affidavit certifying that the vessel is exempt from State Registration requirements. Thus Tenant 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 Tenant being billed at a holdover Rate which is double the daily applicable rent.
  - ii. All tenants must provide the moorage office with a current copy of their insurance. Narrows Marina LLC must be listed as Additionally insured on policy. Moorage Tenants must have at least \$300,000 limited liability coverage and Dry Storage Tenants must have a least \$100,000 limited Liability coverage. Personal belongings and all detachable, outboard motors can be covered through a tenant'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 Tenant 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 additional fees as per the Rental Agreement terms. Commercial Tenant'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 tenants receive certain store discounts with Narrows Marina Bait & Tackle LLC (some exceptions apply), Discount requests must be made prior to transactions to be received and pump out use for no additional cost. Tenants must be present to claim discounts, Guests of Tenant's may not utilize their discount.
5. All Tenant's must keep all their possessions and property being stored at the Marina within their designated spot rented. Personal items may not be stored on any facility docks or property.
6. Boat being stored in the water may not stick out beyond their designated moorage space. This includes other personal water craft vessels that may be tethered to boats.
7. NARROWS MARINA RULES, REGULATIONS, & POLICY ARE SUBJECT TO CHANGE AT ANYTIMEMOORAGE/STORAGE POLICY.

## DISCHARGING OF TOXINS

6. No dumping of oil, fuel, sewage, toxins, or other waste is permitted in the marina or 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 illegal dumping.
7. 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).
8. 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 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. In 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, tarps and 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.
9. 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 (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.
10. Tenant 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

11. No modifications or changes can be made without prior written approval from the moorage office. This includes constructing any shelving or installing any electrical items.
12. Storage units are for boat storage only unless prior arrangements have been made with the moorage office.
13. 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.

14. Tenants shall not perform anything more than light maintenance work or cleaning on their vessel while in the marina. No work can be performed that will reasonably impact or annoy other Marina tenants and any work must be conducted by the boat owner (tenant) in accordance with Federal or State Laws and Regulations.
15. 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 in the Marina. All outside contractors/tradesmen must provide proof of insurance and be authorized by the Moorage office before entering any secured area of Marina premises.
16. No sub-leasing or renting of assigned slip/locker is allowed without prior written approval from the moorage office.
17. No live-boards are allowed under any circumstances. Anyone staying on their boat or in their rented space for more than 4 consecutive days in a one month period is considered a live-aboard and will be ordered to vacate the marina.
18. Tenants and guests shall not disturb other occupants of the marina or create unsanitary conditions while on marina premises.
19. Whistles, sirens, horns, and engine noise must be kept to a minimum. Please let us know of any disruptive behavior from others.
20. 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.
21. Children MUST be directly supervised by a responsible adult at all times while on Marina property.
22. Dogs must be on leashes at all times while on marina property. Doggie stations have been installed around the marina to ensure that our grounds are kept clean and free of waste. Tenants are required to clean up after their pets with NO EXCEPTIONS. Dogs must not create a nuisance to other Tenants.

#### GARBAGE DISPOSAL

23. Garbage cans are provided for galley waste ONLY. The dumpster is for marina use only—do not put any garbage bags or waste outside the dumpster.
24. No household garbage or lawn/yard waste is to be dumped in garbage cans.
25. 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.
26. No engine or boat parts or boathouse materials are to be left on marina premises nor dumped in the garbage cans. All parts/materials must be removed from the property and disposed of by tenants.

#### PARKING

27. Only 1 vehicle per tenant is allowed in the rear parking lot behind the red gate unless prior arrangements have been made with the moorage office. All vehicles left unattended for more than 24 hours will be towed at the owner's expense. If planning to be gone for an extended time period, please contact the moorage office to obtain permission for extended overnight parking.
28. Do not park your boat in any space other than the one leased to you without getting permission from the Moorage office.
29. No trailers can be left anywhere on marina property. All vehicles and trailers left unattended will be towed & Impounded at the owner's risk & expense.
30. Parking permits must be displayed on all tenant vehicles when on marina property.
31. Tenant Guests should park in the Main Public Parking lot only, complimentary guest passes are available
32. Parking Citations will be issued to Tenants and their guests for not displaying proper parking passes. Unpaid parking citations will be billed to Storage Account, and if remained unpaid will be referred to a collection agency. It is tenant's responsibility to notify the Moorage Office if you feel a citation was issued in error.

#### GATES

33. Keep all gates closed at all times.
34. Narrows Marina will not grant access to secured areas of the marina unless tenant can be verified by the Moorage office.

#### SLINGS & ELEVATORS

35. The slings are for garage locker tenants use only. The Day Island slings are for boats no longer than 22-feet and that weigh less than 4,000 pounds. The Narrows slings are for boats no longer than 22-feet and that weigh less than 6,000 pounds.
36. 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 tenants access.

#### MARINA GUESTS

37. Must be accompanied by a marina tenant and are subject to all marina rules.
38. Must park OUTSIDE the electric gate in the main gravel parking lot area.
39. May not be in possession of a tenant gate key without specific permission from the moorage office.
40. Guests may not utilize Slings, Hoist, or Elevators they are for Tenant use only. Guest may utilize the Public Boat Ramp for a fee. See posted fees.

#### WINTER/OUTSIDE STORAGE

41. Winter Storage customer get one move-in to storage and one move-out of storage per year included in the price of boats on trailers and vehicles. Additional ins or outs for boats on trailers and vehicles are subject to the following:
  - a. Additional moves in and out billed at \$25 per move if on trailer, if not on trailer and on cribs and stands blocking and moving fees apply as listed below in fees without trailers.
  - b. Trailer only storage will be stored behind outside secured gate. Trailers may be moved indoors at Narrows Marina discretion as needed, Trailers requested to be stored inside permanently will need to pay a monthly additional charge of \$39 per month.
  - c. Requires a minimum of 3 days' notice.
  - d. Will only be put in or out, Monday through Saturday between 8:30 AM and 3:30 PM, unless prior arrangements are made.
  - e. Additional INS or outs and early removals, will be charged \$80 per hour with a minimum charge of \$20.
  - f. After hours or weekend ins and outs are subject to GM approval and cost 1.5 times the normal rate.
  - g. Blocking and moving fee for boats without trailers:
    - i. Fee's based on overall length of boat, inside storage \$7.50 LN FT, Inside Heated Storage \$8.50 LN FT, and Outside Uncovered Storage \$4.50 LN FT.
    - ii. Additional monthly fees apply for crib and stand rental if no trailer. \$12.50 per month for crib and stand rental for boats under 21' and \$25 per month for boats over 22'.
  - h. 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.
  - i. 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. No utilities are available in Winter/Outside Storage area. Operator recommends the use of Damp-Rid to help absorb excess moisture.
  - j. No Renters are allowed in Winter/Outside Storage area. 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 \$80 per hour with a minimum charge of \$20.
  - k. No maintenance or work of any kind can be done while boat is in Winter Storage. No Fresh water available in storage area
  - l. Battery Tenders, Battery chargers, dehumidifiers, or engine heaters can be placed in boats while in Winter Storage with an additional cost. Cost is billed per KWH used, and can vary monthly.