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Leschi & Lakewood

MARINA

Welcome to Leschi and Lakewood Marina. We're glad to have you with us! Our entire staff is here to serve you. Please feel free to ask any staff member for assistance. Each employee is dedicated and trained to respond to your boating needs.

These Rules and Regulations are designed to improve your boating experience at the marinas. Please let us know if you have questions or comments about these regulations.

Thank you for your business and we'll see you on the water!

Marina Rules and Regulations

As part of our effort to provide a safe and inviting facility for tenants and visitors of Leschi and Lakewood Marinas, the following rules and regulations are provided and constitute a part of the License Agreement, Licensee understands and agrees to abide by these rules and regulations, and acknowledges that failure to comply may result in termination of Licensee's license to moor their vessel at the Marina. These rules and regulations may be amended from time to time by Marina Management, LLC ("MM") upon written notice to Licensee. Additional copies of these rules and regulations are available on the marina website.

1. **Compliance with Laws**

Licensee shall comply with all applicable rules, regulations, and instructions of the United States Coast Guard and all laws, ordinances, rules and regulations of any federal, state, city, local, or another governmental agency with jurisdiction regarding the vessel or berthing in the Marina. At all times that the vessel is moored at the Marina, the vessel shall be used solely for pleasure and shall not be used in any commercial activity or chartering.

2. **Boat Condition**

Only boats in good condition and under their own power shall be admitted to berthing areas. In the event of an emergency during the Owner's absence, e.g. breakdown of the bilge pump, leak or bad lines, MM is authorized to make necessary repairs which will be charged to the Owner.

3. **Licensee responsible for their boat and slip**

Licensee agrees to maintain and assume full responsibility for keeping mooring lines in good repair, to prevent excessive wear and tear on the fendering material, and to ensure that the boat is secured properly to its mooring space. Only one vessel may occupy a slip, unless written authorization is granted by MM.

4. Disposal of Waste

Licensee shall not throw, discharge or deposit from any vessel or float any refuse matter, sewage, oily bilges, or inflammable liquid ("Waste Materials") into the water or upon the Marina.

Vessels shall be equipped with Coast Guard approved sanitation devices. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent Waste Materials from being pumped automatically into the water. All Waste Materials shall be deposited in the appropriate containers. Recycling and/or disposal stations are provided for oil, solvents, and paints, as well as, complete recycling facilities for trash. Sanitation devices shall be emptied into pump out facilities provided by the Marina, not in any toilet or lavatory facility.

5. Attachments and Overhangs

Licensee will not attach or install or have attached and installed any objects or materials (rollers, fenders, etc.) to docks or floats without written permission from MM. No portion of the vessel shall overhang the walkway at any time (e.g., bow sprit, plank, bow pulpit, swim step) nor extend into the waterway (except Small Boats that do not exceed thirty-three (33) feet in length overall may be moored at Docks A and B at Lakewood Marina).

6. Electrical Connections and Water Hoses

In accordance with fire codes and regulations, all connections made to the Marina electrical receptacles shall be of the approved weatherproof, three wire, grounded type. Wiring must be of sufficient amperage as required by the National Electrical Code. Undersized and inadequate cords will be disconnected by Marina personnel. Cords and water hoses may not be affixed or secured to docks, nor wrapped around faucets. Any water hose left unattended shall be turned off and removed by Marina personnel.

7. Children and Life Jackets

Children under twelve (12) years of age are not permitted on the docks at any time without parents or other responsible adults. Non-swimmers and toddlers must wear life jackets when on the docks and boat decks.

8. Operation of Engines

Except for entering or leaving slips, main engines, power generating equipment and other noise making machinery may not be operated between the hours of 6:00pm and 8:00am. Engines shall not be operated in gear while the vessel is secured to the dock. Unnecessary operation of engines in slips shall not be permitted. The speed limit within the Marina is wakeless speed.

9. Laundry

Drying or airing of laundry or apparel on the docks or the riggings of vessels is prohibited.

10. Skateboards, Rollerblades, and Bicycles

Skateboards, rollerblades, bicycles or motorcycles and similar wheeled devices are not permitted on docks or walkways except by Marina staff.

11. Halyards and Dock Lines

All efforts will be made to eliminate unnecessary noise, i.e., halyards shall be tied-off. Dock lines shall be maintained in a safe and non-chafed manner and be of adequate size for the vessel. All vessels shall be moored securely.

12. No Fishing or Swimming

Fishing or swimming is prohibited within the Marina. Cleaning fish on the docks or surrounding areas is prohibited.

13. Spotlights and Horns

Spotlights, mast or rigging lights, horns, sirens, and hailers must be turned off while moored.

14. Construction and Repairs

Spray guns shall not be used topside or above decks. Licensee shall not engage in or cause to be performed any major construction or repair at the Marina. MM shall be the sole judges as to what constitutes "major construction or repair". Licensee shall be responsible for any oil, paint, or other materials spilled, dripped, or otherwise applied to the walkways, docks or in

the water. Slip side maintenance is limited to interior cleaning, exterior cleaning and repairs above the waterline, and replacement of running gear. No below deck exterior painting or varnishing is allowed. No exterior hull scaping, painting or varnishing is permitted, however up to 25% of the topside area may be painted, sanded or varnished at one time. Proper precautions must be made to ensure water quality. Should it become necessary for MM to clean the area, it will be done at Licensee's expense. Failure to comply with these maintenance and repair regulations shall result in termination of the moorage agreement.

15. Pets

Animals and pets are not allowed in the Marina unless on a leash. Failure to obey leash and pooper-scooper laws shall be a violation of these rules and regulations and is subject to termination of this agreement. Licensees shall be responsible for their guest's pet.

16. Signs

Unauthorized advertising signs such as "For lease or Charter", shall not be displayed in the Marina or on any boat unless authorized by MM. MM prohibits the distribution of any fliers, handbills, brochures or other written material of any kind anywhere within the marina including on boats and vehicles.

17. Registration of Contractors and Vendors

Contractors or persons working on any vessel must register with the Marina Manager prior to admittance to the docks. All contractors must produce evidence of insurance satisfactory to MM. Businesses and/or individuals performing activities for boaters on marina property for fees are required to provide MM with a Certificate of Insurance showing General Liability Insurance in an amount not less than \$1,000,000 per occurrence. Insurance certificate shall list MM as additional insured. Insurance shall be provided by an insurance company with an A.M. Best rating of A- or better. Insurance shall be maintained and documentation shall be provided to MM annually. Vendors must maintain the appropriate City

business license and follow all local, county, state and federal requirements appropriate to their business of maritime boat repair and maintenance.

18. Dinghies/Tenders

Dinghies must be stored aboard the vessel and will not be allowed anywhere except in designated storage areas.

19. Storage and Dock Boxes

Supplies, accessories, or gear of any kind shall not be stored on the docks or within the Marina except in approved dock boxes. MM is authorized to enter the dock boxes to effect repairs thereon or if, in the sole discretion of MM, such entry is necessary for the safety of the Marina and vessels therein.

20. Fueling

Fueling or transferring of fuel from the docks is prohibited.

21. Living Aboard

No person may live-aboard the Vessel when moored at the Slip without the prior written consent of MM, which MM may withhold and rescind at its sole discretion. Persons authorized to live-aboard a vessel must execute a separate Live-Aboard Agreement with MM. A person shall be deemed living aboard the vessel if such person occupies the vessel more than 96 hours over any consecutive 14-day period.

22. Notice of Dangerous Conditions and Conduct

Licensee should notify MM of any unsafe or hazardous conditions that come to Licensee's attention. Disorderly or indecorous conduct by any Licensee or Licensee's visitors that might cause harm to any other person or damage property or harm the reputation of the Marina is prohibited. Parties of any kind between the hours of 12am and 7am are prohibited.

23. Barbeques

Charcoal or gas fires are not permitted on the docks; however, gas fires are allowed on boats, wind permitting.

24. Moorage Fee

The moorage fee is based on the overall length of the boat, including bow sprit, swim step, dinghy davits, etc., or the length of the slip, whichever is greater. In the case of an extra wide boat the beam may dictate the slip size.

25. Slips from Sold Boats

License Agreements do not transfer with boat. When a boat is sold, the new owner does not retain the license but must apply for moorage with no priority on the waitlist.

26. Termination and Cause

The Moorage Agreement provides that it may be terminated by either party only for Cause. "Cause" shall be defined to include (i) failure to pay or perform any of tenant's covenants under the moorage agreement; (ii) failure to comply with applicable federal, state or local laws applicable to the moorage; (iii) failure to comply with marina rules and regulations; (iv) licensee is unable to pay licensee's debts as they mature, or makes an assignment for the benefit of any of licensee's creditors; (v) a proceeding in bankruptcy for licensee or the readjustment of any of licensee's debts under the Bankruptcy Act, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors now or hereafter existing, is commenced by or against licensee and is not discharged within 30 days of its commencement; (vi) a receiver or trustee is appointed for licensee and/or licensee's vessel, and such receiver or trustee is not discharged within 30 days of appointment, or such proceeding is not discharged within 30 days of commencement; (vii) any third party obtains possession of licensee's vessel (excepting any subletting or leasing authorized under the Moorage Agreement) by any means including, without limitation, arrest, levy, restraint, or replevin; or (viii) action or failure to take action by licensee which

results or could be reasonably expected to result in material harm to the environment, property of third parties (including other licensees), and/or the marina property itself.

When the License Agreement terminates the Slip shall be left in good condition. MM may make any required repairs and deduct such expenses from the security deposit. Expenses for required repairs which exceed the security deposit will be charged to tenant.

27. Dry Dock Space and Storage

Owners are responsible for insuring that their boat is properly secured to the docks. Owner may, with MM approval, provide and install slings, cradles and or similar apparatuses to secure boat onto dry dock space. Apparatuses must be installed in such a manner that they can be easily removed by Owner. Upon termination by either party, apparatuses must be removed with little or no damage to dry dock space. Personal items or ancillary equipment may be stored within the designated dry dock space. **MM** will not be held responsible for any lost or stolen equipment left on the dry dock space. Personal items or ancillary equipment found outside the designated parameters of the dry dock space will be removed at the owner's expense.

28. Dock Steps

Dock steps are allowed but must not be used as storage space. Dock steps shall not be attached to the dock or finger pier. Owners are encouraged to remove steps when not in use. Dock steps shall not impede access to neighboring vessels.

Clean Environment Statement

There is nothing better for recreational boating and the marine business than clean water and a clean environment. Everyone on a boat is so close to the water, any floating litter or pollution can quickly spoil the fun. Each one of us must take a stand for clean water!

Leschi and Lakewood Marinas are committed to being a good steward of the environment while providing high quality facilities and customer satisfaction; it is the foundation our business is built on. Protecting our waters, marine life, and waterfowl from boat and or marina pollutants is a major goal. Every boater and every employee needs to work together to keep our environment clean.

Pollution control is everybody's business. Please help us be proud of what we can accomplish.

Contact Information

MAILING ADDRESS

Marina Management
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Seattle, WA 98122-6538

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