

Elliott Bay Marina Rules and Regulations

As part of our effort to provide a safe and inviting atmosphere and facility for owners and visitors at Elliott Bay Marina, the following rules and regulations are provided for your protection 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 if Licensee's license to moor his/her vessel at the Marina. These rules and regulations may be amended from time to time by EBM upon written notice to Licensee. Additional copies of these rules and regulations are available at the Marina office.

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 other 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, EBM is authorized to make necessary repairs which will be charged to the Owner.

3.) Licensee responsible for his boat and slip.

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

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 by Marina personnel. 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, Overhangs.

Licensee will not attach or install or have attached and installed any objects or materials (rollers, fenders, etc.) to docks, floats and/or dock boxes. No portion of the vessel shall overhang the walkway at any time (e.g., bow sprit, plank, bow pulpit, swimstep) nor extend into the waterway without written authorization of EBM.

6.) Electrical Connections, 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 dock boxes or faucets, nor allowed to cross main walkways. Water hoses may not be permanently affixed to the vessel, dock, or dock boxes. Any water hose left unattended shall be turned off and removed by Marina personnel.

7.) Children, 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-swimmer or 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 5:00pm and 9:00am. 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. Sailboats with engines must use the same when entering or leaving the Marina. Sailboats without engines will not be given right of way inside the Marina and must abide by rules of the road for vessels under power.

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 on 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. EBM 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 concrete fingers, walks adjacent to slips or in the water. No heavy sanding is permitted. Should it become necessary for EBM to clean the area, it will be done at Licensee's expense. Blue tarps and other similar plastic covers are not allowed, must be made of durable canvas.

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 Sale", lease, or charter, shall not be displayed in the Marina or on any boat unless authorized by EBM.

17.) Registration of Contractors and Visitors.

Contractors, or persons working on any vessel must register in the EBM Harbormaster's Office prior to admittance to the docks. Licensee shall notify EBM in advance that these persons will be arriving at the Marina. All contractors must produce evidence of insurance satisfactory to EBM.

18.) Dinghies/Tenders.

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

19.) Storage: 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. EBM is authorized to enter the dock boxes in order to effect repairs thereon or if, in the sole discretion of EBM, such entry is necessary for the safety of the Marina and vessels therein.

20.) Fueling.

No fueling or transferring of fuel from the docks other than the fuel dock should be permitted.

21.) No Living Aboard.

No person may live-aboard the Vessel when moored at the Slip without the prior written consent of EBM, which EBM may withhold at its sole discretion. Persons authorized to live-aboard a vessel must execute a separate Live-Aboard Agreement with EBM. A person shall be deemed living aboard the vessel if such person occupies the vessel in excess of 96 hours over a two week consecutive period.

22.) Notice of Dangerous Conditions, Conduct.

Licensee should notify EBM 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 midnight and 7am are prohibited.

23.) Access.

No one entering or exiting the Marina shall do so from or to 32nd Avenue West.

24.) Parking.

No motorhomes, campers, trailers, boat trailers, or other oversize vehicles shall be parked in the parking area without the prior written consent of EBM which may be withheld in EBM's sole and absolute discretion. Guest vehicles, additional vehicles, and oversized vehicles must park outside the permitted parking area. Unauthorized vehicles are subject to being towed and impounded at the owner's expense.

25.) Barbeques.

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

26.) Moorage Fee.

The moorage fee is based on the overall length of the boat, including bow sprit, swimstep, 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.

27.) Slips From Sold Boats.

The slip does not go with the boat. When a boat is sold the new owner does not automatically get the slip. The EBM waitlist has priority.

28.) Short Term Sublease.

Short term sublease will be honored up to a maximum of (30) thirty days. All short term subleases must adhere to the same rules and regulations as a regular tenant including proof of insurance. After 30 days, all subleases must be through EBM.

29.) Termination.

Either party may terminate this license without cause as of the end of any month by providing the other party with written notice thereof at least (30) thirty days prior to the end of the month. The slip, dock, dock box (inside & outside) shall be left in good condition. EBM may make any required repairs and deduct such expenses from the security deposit.