

Marina Rules and Regulations for



Approved
March 15th, 2008

Harbormaster
350-444-6656

harbormaster@hatisland.com
VHF 16

TABLE OF CONTENTS

1. PURPOSE	4
2. NOTIFICATION.....	4
3. APPLICATION.....	4
4. DEFINITIONS	4
5. AUTHORIZATION TO ADMINISTER REGULATIONS AND PROCEDURES	5
6. DENIAL OF USE OF BERTHAGE.....	5
7. APPLICABLE STATUTES, STANDARDS AND REQUIREMENTS	6
8. INVALIDITY OF PARTICULAR PROVISIONS	6
9. GENERAL USER REGULATIONS.....	6
10. COURTESY AND SAFETY RULES	6
11. GARBAGE	7
12. DIMENSIONAL CONSIDERATIONS	7
13. MOORAGE RULES.....	7
14. COLLECTION OF DELINQUENT MARINA CHARGES	10
15. MOVEMENT OF VESSELS.....	10
16. PAYMENT OF CHARGES AND RELEASE OF VESSEL	10
17. ABANDONED VESSELS	11
18. SALE OF VESSELS.....	11
19. SEVERABILITY	11
20. CUSTOMER SUGGESTIONS, COMPLAINTS, DISPUTES AND APPEALS:.....	11
21. MARINA MAP.....	14

1. PURPOSE

The purpose of the Marina Regulations, Policies and Procedures is to promote the safe and efficient operation of the HIC Marina and to provide equitable service for HIC Members.

2. NOTIFICATION

It is the user's responsibility to obtain a copy of the Marina Regulations, Policies and Procedures manual from the HIC office or Harbormaster. HIC does not accept responsibility for mailing or delivery of the manual or for ensuring that marina users have familiarized themselves with the marina regulations. Copies are posted on the Island's web site and community bulletin board in the marina and will be made available in the Community office and Harbormaster's Office for all interested parties.

3. APPLICATION

Anyone present on or in the HIC Marina area and/or using HIC Marina 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 HIC Board of Trustees.

4. DEFINITIONS

"Hat Island Community", a non-profit corporation of the state of Washington hereafter referred to as HIC.

"Berthage" means any properties or facilities owned by HIC which are capable of use for the berthage or storage of vessels.

"Marina" means all water, land, airspace, buildings and structures within the boundaries of the HIC Marina complex.

"Marina Management" refers to management of the HIC Marina, its agents and representatives.

"Dinghy" refers to any number of small boats used for crabbing, fishing, or as a tender for a larger vessel. Generally a Dinghy is 12 feet or less in length, but as a tender to a much larger vessel, a boat up to 16 feet may be considered a Dinghy for purposes of this regulation. For the purpose of having more than one vessel in the Marina on a long term basis a Dinghy is 10ft or less.

"Member", eligible to use the Marina facilities, is a property owner who is in good standing with HIC as in Article II of the HIC By-laws.

"Member of Family" means any relatives as in By-laws, Article II, Section 4.

"Guest", person other than Hat Island Members who are invited to Hat Island by a member.

"Permanent Island Resident" is defined as (1) a Hat Island property owner whose legal/voting residence is located on Hat Island, (2) a Hat Island property owner who physically resides at his Hat Island address a minimum of 4 days per week for at least six months of the year.

“Permittee” 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 berthage within the marina.

“User” is defined as any person, including boat owners/operators, marina permittees and the public, entering the HIC Marina.

“Vessel” means every manner of watercraft or other artificial contrivance designed for and capable of self-propulsion and as a means of transportation.

“Harbor Master” means the designated Marina operations person or persons.

“Open Moorage” is all slips/berthages within HIC Marina with the exception of the Holiday Moorage, PSYC Moorage and the Loading/Unloading docks. All open moorage is unassigned with a first come, first served policy, dependent on boat length.

“Fairway” is that portion of the marina between the ends of finger slips of adjacent docks or between main dock runs. This space is a right of way for navigating through the marina and must not be blocked or encumbered.

5. AUTHORIZATION TO ADMINISTER REGULATIONS AND PROCEDURES

The HIC Board of Trustees authorizes the Harbor Master to enforce these regulations by written or verbal direction or any other legal means.

The Harbor Master may request persons violating these regulations to leave the Marina. The violation of any regulation governing HIC berthages or lands may result in the revocation of the privilege of use of such facilities.

If a member’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 HIC 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.

Marina Management may interpret the reasonable intent of these regulations, consistent with the policies and procedures adopted by the HIC Board of Trustees.

Title 53, Chapter 53.08 of the Revised Code of Washington gives Marina Operators broad powers in maintaining the safety and proper operation of their marinas and is quoted in later portions of these rules.

6. DENIAL OF USE OF BERTHAGE

Marina Management may deny the use of any of the facilities of the Marina or berthage when such use would not be in the best interest of HIC.

Use of any of the facilities of the Marina or berthage will be denied to any member found to be delinquent on any Hat Island property assessments or other amounts legally due to the community

7. APPLICABLE STATUTES, STANDARDS AND REQUIREMENTS

All applicable HIC By-laws, or rules and regulations, municipal, county, state, and federal regulations and laws and generally accepted safety standards and requirements.

HIC follows and supports Best Marina Practices as described by the Puget Sound Watch and strives to maintain its “Clean Marina” status.

8. 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.

9. GENERAL USER REGULATIONS

ASSUMPTION OF RISK

Anyone visiting or using the HIC Marina or its facilities does so at his/her own risk. HIC does not assume any responsibility for personal injury, loss or damage to property, or to the environment caused by the user.

10. COURTESY AND SAFETY RULES

The following rules have been established to provide a pleasant and safe surrounding for all members and their guests when using the marina facilities:

- There is a 10:00 PM Noise Curfew. No loud music, generators or other excessive noise allowed.
- Departing vessels have the right of way.
- Harbor Speed – NO WAKE
- Swimming in the marina is not permitted.
- Any animals are the responsibility of the owner as are cleanup after them.
- Clear passage shall be maintained on all dock areas.
- No dumping of HOLDING TANKS in the marina.
- No person shall cause a public disturbance at the marina or engage in disorderly conduct or other offensive or discourteous behavior that interferes with the peace, privacy or property rights of other persons.
- DOCK CARTS ARE FOR MARINA USE ONLY. Carts are to be used for hauling to or from the marina and returned to the ramp area immediately upon completion of their use. Dock carts are not to be left in the picnic area, at boats or at houses for later use.
- No fireworks on any dock or ramp in the Marina
- The rest rooms located at the picnic grounds are private and are for the exclusive use of members and their guests.

11. GARBAGE

All garbage, trash, oil, fuel and other material must be removed from Hat Island. There are no waste facilities on Hat Island. No dumping of garbage or other waste is allowed on the island, including the dumping of waste on private property.

If HIC determines that an individual has caused HIC 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.

12. DIMENSIONAL CONSIDERATIONS

Berthage will be taken with regards to the 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 any protrusions. Management reserves the right to administer these policies on an individual basis to ensure fairness to all users.

13. MOORAGE RULES

a. Moorage must be taken in slips that are appropriate to the size of the vessel. When tides or usage patterns preclude parking in a size appropriate slip, the vessel must be moved with the next tide or as soon as an appropriate slip becomes available, or when directed by the harbor master.

b. Appropriate size of vessel to slip is defined as follows (boat measurement is overall length including Bow or anchor sprit and dingy on davit or kicker motor):

- | | |
|---|--------------------------------|
| ➤ Dinghies (boats 12 ft and under) | C Dock, north side |
| ➤ 16 ft to 20 ft and not more than 8 ft in Beam | Main Holiday Dock, South slips |
| ➤ 22 ft. slip, 13 to 22 ft | B Dock, west side |
| ➤ 26 ft. slip, not less than 23 ft vessel, | B Dock, east side |
| ➤ 27 ft. slip, not less than 24 ft. vessel, | A Dock, west side |
| ➤ 30 ft slip, not less than 26 ft vessel, | D Dock, east side |
| ➤ 34 ft. slip, not less than 30 ft. vessel, | D Dock, west side |
| ➤ 38 ft. slip, not less than 35 ft. vessel, | A Dock, east side |

e. Vessels are to be secured in such a way that they do not encumber the passage of other vessels on the waterway or obstruct the walkway on the docks. At no time will any portion or attachment of a vessel extend into the fairway more than 2 feet past the end of the finger slip or piling, whichever is longer,

d. No more than one boat per lot shall be allowed in the marina at any one time. Any member having annual slip moorage can allow anyone in his or her family to moor in the marina in place of the member at no additional cost as long as they use the member's vessel of record. After paying for annual moorage and obtaining a decal, post it on a window near the operator's station or other reasonable place in view of a person standing on the dock. An exception to this rule is that a dinghy or fishing boat may be in the Marina on a weekend or weekly basis along with a non full-time resident's larger vessel. If it occupies the same slip as the larger vessel it is free, otherwise it's owner must pay an appropriate moorage fee for the boat.

e. It is the responsibility of each new member to confirm with HIC management that they are authorized to use the marina facilities. Until recognized by HIC management they will not be allowed access to the Marina. All multiple owners of property on Hat Island must meet the requirements as set forth in the By-laws for multiple owners in order to use the Marina facilities. The Harbor Master does not have the authority to allow access to any person or persons not on the recognized member list except their guests as defined and regulated by HIC.

f. No Long term moorage – The marina is for short-term use only. No long term or live-aboard moorage will be allowed in the marina. Live – aboard moorage by members will be limited to 14 consecutive days per month. Special permission of the HIC Board of Trustees may be requested to extend the limit of time that members may live-aboard their vessel during the construction of a primary residence on the island.

g. Short term user – for the purpose of allowing lot owners to be able to stop for lunch, check their homes and cars, and other short stays, all members will be allowed one hour free moorage on Monday and on Friday until noon, and three (3) hours free moorage on Tuesday, Wednesday and Thursday.

h. No Absentee Moorage – except as described below, no vessels shall be left in any moorage slip within the Hat Island Marina while the owners are not physically on the island. Dinghies will not be left in the water while the owner is not on the island.

- Boats experiencing mechanical problems or breakdown of a temporary nature. Any vessel falling within these guidelines must be repaired or at least removed from the marina slip within 72 hours even if towing is required to remove the vessel.
- Any vessel seeking a safe harbor due to dangerous weather conditions. Any vessel falling within these guidelines will be required to leave the Hat Island Marina as soon as weather conditions improve to a safe level.
- Owners may leave their vessels within the Hat Island Marina while they are physically not on the island for a period of time not to exceed the schedule shown below. Owners must designate another resident who will be on the island during their absence who will be responsible for ensuring the proper moorage of the vessel. HIC assumes no responsibility for damages due to winds or seas caused by improperly secured vessels.

- May 1st through September 30th---total of 7 consecutive days, once per season, holiday weekends excluded.

- October 1st through April 30th---total of 14 consecutive days, once per season

Any owner who leaves his vessel in the Hat Island Marina while physically off the island is required to contact the Hat Island office one week prior to leaving and provide that office with the following information:

- The total time of absence from Hat Island.
- A date leaving and returning
- The name and contact information of a permanent Hat Island resident who will be on the island and responsible for his vessel during the time owner will be away from the island.

i. No-moorage areas:

- The ferry dock.
- Puget Sound Yacht Club mooring areas, unless directed by the Harbor Master.

- Dock “C”, the LOAD AND UNLOAD ONLY zone which is limited to one half hour.
- East end of D Dock in the fairway

j. Moorage fees are published in the marina, and are due upon arrival and are to be paid personally to the Harbormaster if on duty or deposited in the Honor Box located at the top of the South ramp, using the envelopes provided. Annual Moorage, published separately, is for the calendar year and is not prorated. **IT IS THE RESPONSIBILITY OF ALL MEMBERS TO MAKE SURE THEIR MOORAGE AND POWER FEES AND ANY GUEST FEES ARE PAID AT THE HARBOR MASTERS OFFICE UPON ARRIVAL.**

Free Moorage 1 hr. Monday & Friday until noon & 3 hrs. Tue. Wed, & Thurs.

k. Rafting shall only be permitted with the direction of the Harbor Master or Island Manager.

l. Rates for power hookup are published in the marina. Splitters are permitted only if draw does not exceed outlet capacity as indicated by the breaker tripping.

Member monthly power rate	May1 through September 30	\$10.00 per month
	October through April 30	\$20.00 per month

m. Dinghy Mooring

- Dinghies may tied to a vessel when not in use, and in such a way as not to protrude into common waterways or adjoining slip areas.
- Dinghy moorage area located on the North side of Dock “C”. Members only.
- Free Long-term dry storage is provided near the Elsie loading ramp.
- All dinghies in the Marina are the responsibility of their owners.
- Make sure all dinghies are securely moored.
- Make sure all dinghies are properly protected from leaks and excessive rain water.
- When members are to be away from the island for **any length of time**, dinghies will be moved to the dry storage area.
- Dinghies are subject to all rules and regulations governing all other vessels.

n. Visiting Yacht Clubs must notify the office at least one month in advance of their cruise to Hat Island. This gives the office time to obtain board approval. Cruises will not be allowed during the holiday weekends of Memorial Day, Fourth of July and Labor Day.

o. A Reciprocal Moorage list is located in the Harbor Master’s Office. Hat Island Yacht & Golf Club pays annual moorage for 40ft of moorage. This reciprocal moorage is used by other yacht clubs on the list at no charge except for power.

p. Damages: Vessel owners (or their insurance) are responsible for damages to HIC Marina property caused by their careless actions. Damages, once assessed become due, and will be collected as described in paragraph 14 below.

q. Contractors and Workers, Owners who’s contractors or workers use a boat to get to and from the island on a repetitive basis are required to pay annual moorage if they will visit the island more than 14 times during a year. Contractors’ boats will not utilize the Marina on Weekends from Memorial Day to Labor Day.

r. Fines: If after being asked by an Island employee to correct a violation of the above rules, those infractions are not corrected, then the Harbor Master is authorized to impose a per for /per day fine as authorized by the board for violations of these rules at a rate of \$1.00 per foot per day until the violation is corrected. Such fines become due when billed and non payment will be addressed as in paragraph 14 below.

14. COLLECTION OF DELINQUENT MARINA CHARGES

Title 53, Chapter 53.08 of the Revised Code of Washington (RCW) provides that marina operators may take certain steps to collect moorage fees and enforce local rules and regulations. These powers are delineated in RCW 53.08.310 and 53.08.320.

The HIC Board of Trustees and/or assigned subordinates are authorized 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 that the vessels are in the possession and control of HIC and cannot be removed from the moorage facility. These procedures may be used if an owner mooring a vessel at the moorage facility fails, after being notified that charges are owing, to pay the HIC charges owed, and of the owner's right to commence legal proceedings to contest that such charges are owing. 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 the owner furnished no address, HIC 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:

- The date and time the notice was attached.
- 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 HIC charges.
- The address and telephone number where additional information may be obtained concerning the release of the vessel.
- After a vessel is secured, HIC shall make a reasonable effort to notify the owner by registered mail in order to give the owner the information contained in the notice.

15. MOVEMENT OF VESSELS

The HIC Board of Trustees and/or assigned subordinates is authorized to move vessels ashore for storage within properties under HIC control or for storage with private persons under their control as baileys of the moorage facility, if the vessel is, in the opinion of the HIC Board of Trustees, a nuisance, in danger of sinking or creating other damage, or owes HIC charges. The vessel's owner shall pay the cost of any such procedure.

16. PAYMENT OF CHARGES AND RELEASE OF VESSEL

If a vessel is secured under "13" Collection of Delinquent Marina Charges, or moved ashore under "14" Movement of Vessels hereof, the owner who is obligated to HIC for charges may regain possession of the vessel by:

- Making arrangements satisfactory with HIC for the immediate removal of the vessel from the moorage facility or for authorized moorage.
- Making payment to HIC of all charges, or by posting with HIC sufficient cash bond or other acceptable security, to be held in trust by HIC pending resolution of the maker of the charges in a civil action in a court of competent jurisdiction. After entry of a judgement, including any

appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and HIC shall receive as much of the bond or other security as is agreed, or as necessary to satisfy any judgement, costs and interest as may be awarded to HIC. The balance shall be refunded immediately to the owner at his last known address.

17. ABANDONED VESSELS

If a vessel has been secured by HIC under section 15. Collection of Delinquent Marina Charges, 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 under section VII. Collection of Delinquent Marina, the vessel shall be conclusively presumed to have been abandoned by the owner.

18. SALE OF VESSELS

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

Before the vessel is sold, the owner of the vessel shall be given at least twenty (20) days notice of the sale in the manner set forth in Subsection "12" of this section if the name and address of the owner is known. The notice shall contain the time and place of the sale and a reasonable description of the vessel. 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.

Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in the superior court, for the county in which the vessel was impounded, to contest the validity of the impoundment or the amount of the charges owing. Such lawsuit must be commenced within ten (10) days of the date the notification was provided pursuant to Subsection "A" of this section, or the right to a hearing shall be deemed waived and the owner shall be liable for any charges owing in the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

The proceeds of a sale shall first be applied to the payment of charges. The balance, if any, shall be paid to the owner. If the owner cannot, in the exercise of due diligence, be located by HIC within one year of the date of sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to Chapter 63.29RCW. If the sale is for a sum less than the applicable charges, HIC is entitled to assert a claim for a deficiency.

That which is set forth herein is enforceable only if HIC has had its tariff containing their regulations conspicuously posted at its moorage facility office at all times.

19. SEVERABILITY

Nothing herein before contained may be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable law affecting HIC.

20. CUSTOMER SUGGESTIONS, COMPLAINTS, DISPUTES AND APPEALS:

A difference of opinion regarding the interpretation of these regulations, policies and procedures should be brought to the attention of the HIC Board of Trustees.

21. MARINA BEST PRACTICES

The HIC is committed to preserving the surrounding environment by implementing and enforcing Best Management Practices (BMP) in accordance with the guidelines issued by the Washington State Department of Ecology and the requirements of the Federal Clean Water Act.

Boat Fueling

HIC Marina does not have fueling facilities and fueling will only be accomplished under emergency conditions and will abide by the following rules.

- Oil and fuel spills must be reported immediately. Spills should be reported to Harbor Master 444-6656 the island office 444-6611, or the National Response Center at 1-800-OILS, 911, or 1-800-424-8802.
- Use absorbent pads.
- Do not pour liquid detergent onto the spills.
- Do not top off or overfill fuel tanks.
- Do not hose down accidental fuel spills.
- Stop engine while fueling.
- Shut off electricity.
- Do not start engine until after below deck spaces are ventilated.

Commercial Activity

- All contractors, including approved divers, must provide a Certificate of Liability Insurance, and sign a Hold Harmless Agreement before performing work on marina property.
- Boat hulls may not be scrubbed or cleaned in the marina with the exception of in the tide grid and then must be tarped to catch run off which must not be allowed to enter the marina.
- Divers are not allowed to leave any sort of material in the water including film, debris or zinc.
- Contractors must properly dispose of their waste off the island.

Engines and Bilges

- No oil, fuel or anti-freeze is to be discharged into the marina.
- Untreated bilge water must not be pumped into the marina or the waters of Puget Sound.
- Disposal of fuel, oil or oil filters is ***not allowed*** on Hat Island.
- The marina has no recycling facilities to handle these waste materials, all waste must be properly removed from the island.
- Detergents or soaps cannot be used to clean up fuel and oil spills. A spill containment kit is located at the head of the Elsie / Boat Ramp.

Hazardous Wastes

- All hazardous waste must be disposed of properly.

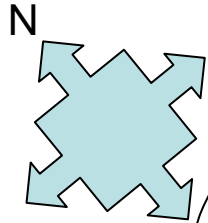
Surface Preparation and Refinishing In water painting and refinishing of boat hulls is limited to minor touch-ups, all other work must be done out of the water or in the tide grid, and all surface preparation work in the tide grid or upland must be tarped and the waste properly contained and disposed of.

- All tide grid work must be contained by use of tarps under the vessel.
- Any refinishing work, which affects more than 25% of the boats above water surface area, is prohibited.
- Tarps or other ground cover must be used to capture spilled paint and/or sanding debris.
- The open water areas between the hull and the dock must be tarped during rail or deck work.
- Use of paint, thinners and varnish on docks is limited to container of one (1) gallon in size.
- All paint mixing must be done on the shore.
- Paint spraying is not allowed.
- Soaps and cleaners used to clean hulls and superstructures must be biodegradable and approved for marine use.

21. MARINA MAP



Private Marina, Members and Guests Only



Narrow and

Shallow at

