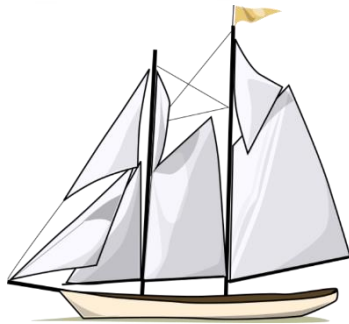


# Marina Rules and Regulations

*For*



**2020**



**Harbor Master**  
**360-444-6656**

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## **1. PURPOSE**

- a. The purpose of the Marina Regulations, Policies and Procedures is to promote the safe and efficient operation of the Hat Island Community Association (HICA) Marina and to provide equitable service for HICA Members.

## **2. NOTIFICATION**

- a. It is the user's responsibility to obtain a copy of the Marina Regulations, Policies and Procedures manual from the HICA office or Harbor Master. HICA 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 will be made available in the Community office and Harbor Master's Office for all interested parties.

## **3. APPLICATION**

- a. Anyone present on or in the HICA Marina area and/or using HICA 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 HICA Board of Trustees.

## **4. DEFINITIONS**

- a. **"Hat Island Community Association"**, a non-profit corporation of the state of Washington hereafter referred to as HICA.
- b. **"Berthage"** means any properties or facilities owned by HICA which are capable of use for the mooring, anchoring or storage of vessels.
- c. **"Marina"** means all water, land, airspace, buildings and structures within the boundaries of the HICA Marina complex.
- d. **"Marina Management"** refers to management of the HICA Marina, its agents and representatives.
- e. **"Dinghy"** refers to any number of small boats used for crabbing, fishing (12 ft. or under), or as a tender for a larger vessel.
- f. **"Member"**, eligible to use the Marina facilities, is a property owner who is in good standing with HICA as in Article II of the HICA By-laws.
- g. **"Member of Family"** means any relatives as in By-laws, Article II, Section 4.
- h. **"Guest"**, person other than Hat Island Members who are invited to Hat Island by a member.
- i. **"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.

- j. **“Permittee”** means every person, firm, partnership, corporation, association, organization or agent thereof, with actual or apparent authority, who expressly or implicitly contracts for use of a berthage within the marina.
- k. **“User”** is defined as any person, including boat owners/operators, marina Permittee and the public, entering the HICA Marina.
- l. **“Vessel”** means every manner of watercraft or other artificial contrivance designed for and capable of self-propulsion and as a means of transportation.
  - **Primary** – A Member with only 1 vessel, this would be considered their Primary Vessel. If a member owns multiple vessels with the intent of purchasing annual moorage for multiple vessels (max 2) one vessel must be designated as Primary.
  - **Secondary** – A Member who owns multiple vessels and has purchased annual moorage for both vessels, the vessel not designated as the Primary becomes the Secondary.
- m. **“Harbor Master”** means the designated Marina operations person or persons.
- n. **“Open Moorage”** pertains to all slips/berthage within the HICA Marina except for the Hat Express Moorage, PSYC Moorage and the Loading/Unloading docks. All open moorage is unassigned with a first come, first served policy, dependent on boat length and Moorage Permit rules as defined in (Section 13 subsection i).
- o. **“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.
- p. **“Holiday Weekend”** Memorial Day, Fourth of July, and Labor Day.
- q. **“High Season”** Defined by the Ferry Schedule
- r. **“Low Season”** Defined by the Ferry Schedule
- s. **“Special Event”** An event sponsored by the HICA or a member whereas vessels need moorage for a daytime event but outside the basic 10-5-5 time frames.
- t. **"Abandoned vessel"** is a vessel that has been left, moored, or anchored in an area without the express consent, or contrary to the rules of, the owner, manager, or lessee of the aquatic lands or on which the vessel is located for either a period of more than thirty consecutive days or for more than a total of ninety days in any three hundred sixty-five-day period, and the vessel's owner is: (a) Not known or cannot be located; or (b) known and located but is unwilling to take control of the vessel.
- u. **“Derelict vessel”** implies that the vessel's owner is known, can be located, and exerts control of a vessel that has been left on private property without authorization of the owner for a period of seven days when the vessel has sunk, is in danger of sinking, is obstructing a waterway, or is endangering life or property.

## **5. AUTHORIZATION TO ADMINISTER REGULATIONS AND PROCEDURES**

- a. The HICA Board of Trustees authorizes the Harbor Master to enforce these regulations by written or verbal direction or any other legal means.
- b. The Harbor Master may request persons violating these regulations to leave the Marina.
- c. The violation of any regulation governing HICA Berthage or lands may result in the revocation of the privilege of use of such facilities.
- d. 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 the HICA 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.
- e. If a vessel has been declared Abandoned or Derelict it may be impounded and removed by the HICA or by private contractor. 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.
- f. Marina Management may interpret the reasonable intent of these regulations, consistent with the policies and procedures adopted by the HICA Board of Trustees.
- g. Title 88.26 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**

- a. 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 the HICA.
- b. 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**

- a. All applicable HICA By-laws or rules and regulations, municipal, county, state, and federal regulations and laws and generally accepted safety standards and requirements.
- b. The HICA 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**

- a. 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**

- a. ASSUMPTION OF RISK
- b. Anyone visiting or using the HICA Marina or its facilities does so at his/her own risk. The HICA 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**

- a. The following rules have been established to provide a pleasant and safe surrounding for all members and their guests when using the marina facilities:
- b. There is a 10:00 PM Noise Curfew. No loud music, generators or other excessive noise allowed.
- c. Departing vessels have the right of way.
- d. Harbor Speed – NO WAKE
- e. Swimming in the marina is not permitted.
- f. Any animals are the responsibility of the owner as are cleanup after them.
- g. Clear passage shall be maintained on all dock areas.
- h. No dumping of HOLDING TANKS in the marina.
- i. 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.
- j. DOCK CARTS ARE FOR MARINA USE ONLY. Carts are to be used for hauling to or from the marina and must be 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.
- k. No fireworks on any dock or ramp in the Marina
- l. The rest rooms located at the picnic grounds are private and are for the exclusive use of members and their guests.

## **11. GARBAGE and RECYCLE**

- a. 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.
- b. Recycle – The HICA operates a recycle station located adjacent to the island fuel station on Lot F103 on Saratoga Drive. This unmanned station is open 24 hours. What is accepted is listed on signs posted at the station.
- c. If the HICA determines that an individual has caused HICA 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.

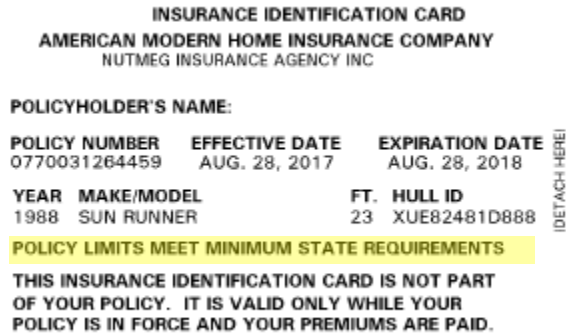
## 12. **DIMENSIONAL CONSIDERATIONS**

- a. Berthage will be assigned 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 and attachments. This includes anchor sprits, swim steps, kicker motors, and tenders carried on the vessel. Management reserves the right to administer these policies on an individual basis to ensure fairness to all users.

## 13. **MOORAGE RULES**

- a. No vessel of an owner nor their family members or guests may utilize the Hat Island Marina until the owner or sponsoring owner has executed the current moorage agreement form available from the Harbor Master. All vessels utilizing the Hat Island Marina, including those of PSYC, must sign this form holding Hat Island Community Association harmless and they meet the following Washington state requirements:
  - **Washington State Boater Education Law (RCW 97A.60.640),**
    1. No person shall operate or permit the operation of motor driven boats and vessels with a mechanical power of fifteen horsepower or greater unless the person; *(Any valid Exceptions can be found within the text of RCW 97A.60.640)*
      - a. Is at least twelve years of age.
      - b. Has in his or her possession a boater education card
      - c. Was born before January 1, 1955
  - **Insurance Requirements; (RCW 88.26.030)**
    1. *Every private moorage facility operator must;*
      - a. Obtain and maintain insurance coverage for the private moorage facility
      - b. Require, as a condition of moorage, **all** vessel operators must provide proof of **MARINE** insurance to the Harbor Master.
    2. *Unless rules adopted by the department of natural resources require otherwise, insurance maintained by private moorage facility operators and required of moored vessels must;*
      - a. Provide coverage at liability limits of at least three hundred thousand dollars (**\$300,000.00**) per occurrence
      - b. Include, at a minimum, general, legal, and pollution liability coverage (Accidental Spill/Pollution Coverage). Amount is based on vessel type. The Washington State minimum is \$854,400.00
    3. The purchaser of marine insurance under this section may satisfy the requirements of this section through the purchase of multiple policies as necessary.
    4. Vessel owners with Annual Moorage must have their insurance agent list the HICA as additionally insured.
      - a. **Example:** The Pollution Insurance shall further be endorsed to name the Hat Island Community Association as additional insured.

- b. The HICA will require Owners applying for annual moorage to provide the following information to the HICA office prior to the moorage ID sticker being issued.
- Proof of liability insurance; documents stating the actual coverage amounts or a statement on the ID card confirming minimum Washington State Marine Vessel coverage.
  - To be in compliance with 2014 Legislation SSHB 2457 (Chapter 195, Laws of 2014), all boats entering into or renewing long term moorage agreements must provide their current years Washington State **Vessel Certificate of Registration** to the Hat Island Office.



**Figure 1**

- c. All moorage within the Hat Island Marina is on a first come, first serve basis (Note: refer to rules for “**Multiple Vessels**” (for annual moorage purchased by a single owner, section 13 subsection i.). At no time will members or staff reserve or hold a slip for anyone. During the “**High Season**” both members and guests, after having physically occupied a slip with their vessel and have paid the appropriate moorage rate, may reserve that slip under the following conditions.
- The owner of a vessel currently moored may pick up a **reserved flag** at the Harbor Master’s shack.
  - Vessel owner **must** complete the sign in sheet prior to taking a reserved flag.
  - Vessel owner may keep the slip reserved until 6pm. (see Exception).
  - **Exception** - if the Vessel owner is making a trip after 6pm or can’t complete their business and return by 6pm the owner must notify the Harbor Master and make the appropriate notations (including expected return time) on the signup sheet.
  - Place the reserved flag into the appropriate holder at the front of the dock. Details for placing the sign are located with the signup sheet.
  - If you are gone past the expiration of the scheduled return time the Harbor Master will pull the reserved sign and the slip will be available.
  - A SINGLE ABUSE OF THE SYSTEM WILL RESULT IN LOSS OF RESERVATIONS PRIVILAGES FOR THE REMAINDER OF THE SEASON, such as:
    - a. Attempting to reserve a slip not already occupied
    - b. Attempting to reserve a slip for another boater or a guest
- d. Moorage must be taken in slips that are appropriate to the size of the vessel (as defined in Article 12). 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.



- e. Guest moorage is on a space available basis and guest boats will require the Harbor Masters approval for “Holiday Weekends” prior to mooring.
- f. Restricted Moorage.
  - Commercial Vessels not belonging to, chartered by or rented by the HICA are not eligible for the annual moorage option.

**g. Moorage Rates**

**ANNUAL MOORAGE** (Jan 1 – Dec 31) See Marina Map for slip locations

	<b>Slip Size</b>	<b>\$</b>	<b>#</b>	<b>Location</b>
	22	\$396.00	29	B Dock, Odd #'s H8 thru H30
	24	\$432.00	7	H Dock H2 - H6 & H32 - H36
	26	\$468.00	15	B Dock, Even #'s
	28	\$504.00	9	A Dock, Odd #'s
	30	\$540.00	9	D Dock, Even #'s
	34	\$612.00	10	D Dock, Odd #'s
	36	\$648.00	11	G dock, Odd #'s
	38	\$684.00	1	G25
	40	\$720.00	6	A Dock, even #'s
	42	\$756.00	2	G14 & G16
	44	\$792.00	3	G10 & G12, A21
	50	\$900.00	4	G4,6,8 & End tie B Dock

**DINGHY ANNUAL MOORAGE** - \$50.00 (See section 4-e for Dinghy definition).

**ANNUAL KAYAK STORAGE** - \$50.00 (See section 13 subsection v for details)

A decal will be sent for identification when Annual moorage payment and documents defined in section 13 subsection b are received. Annual moorage permit does not guarantee a slip.

Vessels may not be left in marina when owner is not on island, exceptions are granted under section 13 subsection n.

**DAILY MOORAGE** - Payment is made based upon slip size taken upon arrival

	<b>Low Season</b>	<b>High Season</b>
HICA Owner	\$ .70 per foot per day	\$1.00 per foot per day
GUESTS	\$1.00 per foot per day	\$1.25 per foot per day

**DOCK POWER:**

**ANNUAL**

\$250 – 30 amp

\$375 – 50 amp

<b>MONTHLY</b>	<b>30 amp</b>	<b>50 amp</b>
	\$50.00 per month. High Season	\$75.00 per month. High Season
	\$30.00 per month. Low Season	\$45.00 per month. Low Season

<b>DAILY</b>	<b>30 amp</b>	<b>50 amp</b>
HICA Owner	\$2.00 per day	\$3.00 per day
GUEST	\$4.00 per day	\$6.00 per day

**MONTHLY MOORAGE** - Payment is made based upon slip size taken upon arrival

<b>Slip Size</b>	<b>Annual</b>	<b>Daily Owner High</b>	<b>Daily Owner Low</b>	<b>Daily Guest High</b>	<b>Daily Guest Low</b>	<b>Monthly</b>
22	396.00	22.00	15.40	27.50	22.00	264.00
24	432.00	24.00	16.80	30.00	24.00	288.00
26	468.00	26.00	18.20	32.50	26.00	312.00
28	504.00	28.00	19.60	35.00	28.00	336.00
30	540.00	30.00	21.00	37.50	30.00	360.00
34	612.00	34.00	23.80	42.50	34.00	408.00
36	648.00	36.00	25.20	45.00	36.00	432.00
38	684.00	38.00	26.60	47.50	38.00	456.00
40	720.00	40.00	28.00	50.00	40.00	480.00
42	756.00	42.00	29.40	52.50	42.00	504.00
44	792.00	44.00	30.80	55.00	44.00	528.00
50	900.00	50.00	35.00	62.50	50.00	600.00

**“5-5-5” TIE UP FEE (owners)**

\$5 - Daily 5 hours maximum; must vacate by 5pm or pay daily moorage, not available for guests, workers / contractors.

“Note: During Holiday Weekends this rate is only available with prior authorization by the Harbor Master”

**“10-5-5” TIE UP FEE (non-owners)**

\$10 - Daily 5 hours maximum; must vacate by 5pm or pay daily moorage, guests/ workers / contractors.

“Note: During Holiday Weekends this rate is only available with prior authorization by the Harbor Master”

The Harbor Master has the discretion to use this rate for vessels that are here for a “Special Event” (*refer to Section 4-s for Special Event definition*)

**Payment envelopes are in the Honor Box located at the Harbor Master’s building. You can also pay at the HICA office or directly to the Harbor Master upon arrival.**

- h. **Vessel Mooring** - 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 1 foot past the end of the finger slip or piling, whichever is longer.
- i. **Moorage Permits** - A member (Lot or Homeowner) may purchase a Secondary annual/monthly/daily moorage permit as long as the member adheres to the following conditions.
  - One Vessel must be designated as the **Primary Vessel** permit holder.
  - The member must sign the **Secondary Vessel** agreement prior to any moorage permit being issued.
  - Vessels designated **Primary Vessel** and possessing a moorage permit have priority access to slips over vessels moored as a **Secondary Vessel**. At the Harbor Masters discretion, the owner of a vessel with a Secondary permit may be asked to move, remove or raft their vessel to accommodate a **Primary Vessel** permit holder.
  - **Secondary Vessels** do not qualify under the absentee owner exception. The owner of the vessel with a Secondary Vessel permit must be on the island when their vessel is moored in the Marina.
  - One violation of **Secondary Vessel** rules will result in the cancelation of the permit without refund and the owner will not be eligible to purchase any **Secondary Vessel** moorage permits.
  - Any member having paid annual moorage can allow anyone in his or her family (*as defined in the Hat Island Community Association By-laws*) 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. A guest’s boat may not be substituted for the vessel of record.
  - An exception to this rule is that a dinghy or fishing boat under 12 feet may be in the Marina along with an owner’s paid Primary permit. (*See Section 13. v.*) If it occupies the same slip as the larger vessel without exceeding the size limits of the slip, it is free, otherwise its owner must pay an appropriate moorage fee for the boat and it must be moored in an area designated for dinghies.

- j. **Marina Access** - It is the responsibility of each new member to confirm with the HICA management that they are authorized to use the marina facilities. Until recognized by the HICA 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 the HICA.
- k. **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 HICA 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.
- l. **5-5-5 Tie up Fee** – for the purpose of allowing lot owners to be able to stop for lunch, check their homes and cars, and other short stays, all owners will be allowed to tie up their vessel for up to 5 hours for a nominal tie up fee of \$5.00. Five hours maximum, vacated by 5 PM. This option is not available to guests or contractors but is exclusively for owners only. Owners must register and pay upon arrival and must vacate the marina before 5 pm. Violations of these parameters will result in a full day’s moorage and a billing fee to be billed to the owner’s property. During Holiday Weekends this rate is only available with prior authorization by the Harbor Master
- m. **10/5/5 Tie up Fee** – for the purpose of allowing guests of lot owners to stop by for a brief visit. The Owner must be on the Island. They may tie up their vessel for 5 hours and must be vacated by 5pm for a fee of \$10.00. The Owner must register the guest and pay upon arrival. This rate can also be applied when an owner has a worker / contractor that can use their own vessel for transportation or delivery. Clients of Hat Island Realtors are eligible for this rate and must be met by the realtor upon arrival. During Holiday Weekends this rate is only available with prior authorization by the Harbor Master”
- n. **HICA member boat sale to a HICA member Moorage Status** - If the member sells their vessel to another HICA member the paid moorage is not transferable.
1. When the Selling member is acquiring a new vessel, the existing moorage value of the sold vessel can be applied to the new vessel.
- o. **Absentee Moorage** – Vessels shall not be left in any moorage slip within the Hat Island Marina while the owners are not physically on the island “**unless**” one of the conditions noted below exist.
- Dinghies will not be left in the water while the owner is not on the island.
- **Mechanical Problems:** 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.
  - **Safe Harbor:** 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.

- **Absentee Owner Exception;** 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 defined 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 & be an emergency contact for the Harbor Master. The HICA assumes no responsibility for damages due to winds or seas caused by improperly secured vessels.

1. Maximum number of days allowed is 30 days each for “High” and “Low” season (as defined by the ferry schedule), totaling 60 days per calendar year.

- a. An Owner can be absent for 30 days straight or any combination of days as long as it does not exceed 30 days for the season.
- b. An Owner can only have consecutive days season to season with advance approval of the Hat Island Office.

p. **Exceeding the 30-day maximum per season:** The Owner will be charged double the daily moorage rate for that vessel each day exceeding the 30-day limit. The fee will be charged under the guidelines of Section 14.

q. 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 the 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 Hat Island resident who will be on the island and responsible for his vessel during the time owner will be away from the island.

**NOTE: Under emergency or unexpected circumstances the 1-week notification can be waived if the 3 requirements listed above are met.**

r. **No-moorage areas:**

- The ferry docks.
- Puget Sound Yacht Club mooring areas, unless directed by the Harbor Master.
- Dock “C” in the LOAD AND UNLOAD ONLY zone which is limited to one half hour.
- East end of D Dock in the fairway.
- East end of “G” dock in the fairway, currently designated as G-25.

**NOTE: No-moorage areas can be used at the Harbor Masters discretion.**

s. Moorage fees are published in the marina and online, and are due upon arrival and are to be paid personally to the Harbor Master 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 MASTER'S OFFICE UPON ARRIVAL. Failure to pay correct moorage and power fees upon arrival will result in Hat Island Community Association office invoicing the moorage amount to the owner's property account with the addition of a \$10.00 billing fee.

- t. 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.
- u. Rafting shall only be permitted with the direction of the Harbor Master or Island Manager.
- v. Rates for power hookup are published in the marina. Daily, monthly and annual rates are available, check with the Harbor Master. Splitters are permitted only if draw does not exceed outlet capacity as indicated by the breaker tripping.
- w. **Kayak Storage**
  - The Kayak storage rack located in the "**commons area**" is available for owners who have paid the appropriate fees reference section 13 subsection g.
- x. **Dinghy Mooring**
  - Dinghies may tie 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". Owners only.
  - 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 rainwater.
  - When members are to be away from the island for 72 hours or longer, dinghies will be removed from the marina.
  - Dinghies are subject to all rules, fees and regulations governing all other vessels.
- y. Visiting Yacht Club Cruises must confirm their reservation at least one month in advance of their cruise with the Hat Island Office. Cruises will not be allowed during the "**Holiday Weekends**" (note: yacht clubs must have a valid reciprocal agreement with the HIY&GC, Reciprocal members are listed on [yachtdestinations.org](http://yachtdestinations.org).)
- z. Stop Over Privileges – members of yacht clubs who have a valid reciprocal agreement with the HIY&GC are allowed to moor for a single night at current daily moorage rates. Reciprocal members are listed on [yachtdestinations.org](http://yachtdestinations.org).
- aa. A Reciprocal Moorage list is located in the Harbor Master's Office. Hat Island Yacht & Golf Club pays annual moorage for 40ft of moorage. Reciprocal vessels in excess of 40 feet pay the guest rate for length above 40 feet. This reciprocal moorage is used by other yacht clubs on the list at no charge except for power.
- bb. Damages: Vessel owners (or their insurance) are responsible for damages to HICA Marina property caused by their careless actions. Damages become due once assessed and will be collected as described in paragraph 14 below.

- cc. Contractors and Workers, Owners whose 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 and are not authorized the \$5.00 tie up fee but must pay the daily guest moorage price.
- dd. 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 foot /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. (Exception Section 13, n)
- ee. Abandoned or Derelict vessels can be removed by the HICA according to Washington State disposal laws.

#### **14. COLLECTION OF DELINQUENT MARINA CHARGES**

- a. Title 88.26.020 of the Revised Code of Washington (RCW) provides that private marina operators may take certain steps to collect moorage fees and enforce local rules and regulations. These powers include securing, removing, impounding and selling vessels.
- b. The HICA 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 the HICA 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 HICA 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, the HICA 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 HICA charges.
  - The address and telephone number where additional information may be obtained concerning the release of the vessel.
  - After a vessel is secured, the HICA 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**

- a. The HICA Board of Trustees and/or assigned subordinates is authorized to move vessels ashore for storage within properties under HICA 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 HICA Board of Trustees, a nuisance, in danger of sinking or creating other

damage, or owes the HICA charges. The vessel's owner shall pay the cost of any such procedure.

## **16. PAYMENT OF CHARGES AND RELEASE OF VESSEL**

- a. 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 HICA for charges may regain possession of the vessel by:
  - Making arrangements satisfactory with the HICA for the immediate removal of the vessel from the moorage facility or for authorized moorage.
  - Making payment to the HICA of all charges or by posting with the HICA enough cash, bond, or other acceptable security to be held in trust by the HICA pending resolution of the maker of the charges in a civil action in a court of competent jurisdiction. After entry of a judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the HICA 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 the HICA. The balance shall be refunded immediately to the owner at his last known address.

## **17. ABANDONED VESSELS**

- a. If a vessel has been secured by the HICA as above and it is not released to the owner under the bonding provisions noted 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**

- a. If a vessel moored or stored at the HICA Marina is abandoned, the HICA 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:
- b. 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.
- c. 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.
- d. 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 the HICA 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, the HICA is entitled to assert a claim for a deficiency.

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

## **19. SEVERABILITY**

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

## **20. CUSTOMER SUGGESTIONS, COMPLAINTS, DISPUTES AND APPEALS:**

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

## **21. MARINA BEST PRACTICES**

- a. The HICA 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.

### **b. Boat Fueling:**

- The HICA 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.

### **c. 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.
- 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.

### **d. 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 in the boxes at the North B dock by the fish cleaning sink and F dock on the baggage platform.

**e. 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.
- Any refinishing work, which affects more than 25% of the boat's 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.



# Private Marina, Members & their Guests

- 20 AMP Power
- 30 AMP Power
- 30/50 AMP Power
- ▲ 50 AMP Power

