

WINSLOW WHARF MARINA
TERMS OF MOORAGE
AND
RULES & REGULATIONS

Table of Contents

TERMS OF MOORAGE.....	4
LICENSE	4
SLIP AND MARINA	4
DURATION/TERMINATION	4
LIMITATIONS ON USE	5
TRANSFERS AND ASSIGNMENTS.....	5
MONTHLY FEE & PAYMENTS	5
SUMMER FEE (SUMMER MOORAGE ONLY).....	6
DEPOSITS (LONG TERM MOORAGE ONLY).....	6
FACILITIES SURCHARGE	6
PROCESSING CHARGES; INTEREST; NSF	7
BOAT INSURANCE	7
TRANSIENT/SUBLET MOORAGE CREDIT	7
CARE OF SLIP; MAINTENANCE.....	7
UTILITIES.....	8
ACCESS CARDS/FOBS	8
REGISTRATION AND MAINTENANCE OF VESSEL	8
ACCESS TO VESSEL	8
NO WARRANTIES	8
NOTICES	8
DEFAULT AND REMEDIES	9
CUMULATIVE REMEDIES, NO WAIVER.....	9
LIEN FOR FEES AND SERVICES.....	9
INDEMNITY	10
TENANT RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT	10
JOINT AND SEVERAL LIABILITY	10
ATTORNEY’S FEES	11
VENUE.....	11
SEVERABILITY	11
INTERPRETATION	11
RULES AND REGULATIONS	11

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

RULES AND REGULATIONS.....12

OVERRULING AUTHORITIES.....12

VESSEL OPERATION..... 12

VESSEL CLEANING & MAINTENANCE..... 13

DOCKS & FINGERS 14

TENANTS, OWNERS, FAMILIES & GUESTS 15

ANIMALS..... 16

MARINA PROPERTY..... 16

STORAGE..... 17

MARINA OFFICE 18

SECURITY 18

CONTRACTOR REQUIREMENTS FOR DOING WORK AT WINSLOW WHARF MARINA.....19

TERMS OF MOORAGE

Two distinctive classifications of Moorage will be covered in each section under Terms of Moorage. These classifications are: Summer Moorage and Long Term Moorage.

Summer Moorage refers to those Tenants wishing to moor during the months of April through October. Therefore NOT maintaining moorage in a slip year round.

Long Term Moorage refers to those Tenants maintaining moorage year round at WWM.

Unless stated otherwise, terms apply equally to both Summer Moorage Tenants and Long Term Moorage Tenants.

License

WWM grants the TENANT a license to use the Slip for moorage of the vessel named in the moorage agreement. This Agreement shall not be construed as a residential lease or bailment, and TENANT specifically acknowledges that the occasional overnights allowed at WWM's sole discretion under section "Facilities Surcharge" below in the WWM Rules & Regulations does not constitute residential use of the Vessel.

Slip and Marina

The Slip identified in the moorage agreement includes the designated moorage area and shared marina facilities as defined in the WWM's Rules and Regulations. WWM reserves the right, in its sole discretion and upon reasonable notice, to require the TENANT to use a different Slip in the marina.

Duration/Termination

Duration of the moorage shall be month-to-month beginning on the first day of the month and ending on the last day. If the commencement date is other than the first day of the month, the initial term shall be pro-rated as a partial month. The agreement shall remain in force until terminated by written notice. WWM will give 30 days' notice via USPS Certified Mail, addressed to the Tenants most recent address of record within WWM. Tenant shall remove his/her Vessel and all other possessions from the Marina, and surrender all parking permits and access to WWM's Manager.

Summer Moorage: Tenant shall notify WWM management via written notice (email, letter, etc.) one (1) **week** prior to the desired departure date. In the event that the Termination Effective Date is other than the last date of the calendar month, the Monthly Fee due from the Tenant shall be prorated as necessary for the last partial month through the Termination Effective Date.

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

Long Term Moorage: Tenant shall notify WWM management via written notice (email, letter, etc.) one (1) **month** prior to the desired departure date. In the event that the Termination Effective Date is other than the last date of the calendar month, the Monthly Fee due from the Tenant shall be prorated as necessary for the last partial month through the Termination Effective Date.

For both Summer and Long Term Moorage, If the Vessel remains at the Slip, after the Termination Effective Date and without otherwise limiting the rights of WWM hereunder, TENANT shall be deemed to be occupying the Slip for purposes of transient moorage and shall pay WWM the then applicable daily rate of transient moorage for each day the Vessel continues to be moored at the Slip. WWM may, at its sole discretion, move the Vessel, impound the Vessel and/or exclude owner from access to the Marina.

Limitations on Use

Tenant may use the assigned slip only for moorage of the vessel they are the legal and/or registered owner(s) of. **Tenant may not sublet or assign the right to use the slip.** In the event the Tenant sells or transfers the Vessel and desires to use the slip for another vessel, Tenant must first register the new vessel with WWM and the new vessel must be within size restrictions of the slip.

Tenant pledges that the vessel is for recreational and pleasure purposes only and shall not be used for commercial purposes. The Tenant further vows that Tenant has an ownership interest in the vessel and fully authorized to bind all other owners of the vessel to the terms and conditions of this moorage agreement and WWM Rules & Regulations. Tenant vows to provide the marina office current copies of vessel registration and insurance.

Transfers and Assignments

This agreement and Tenants rights hereunder are not transferable or assignable. WWM may, at its sole discretion allow tenants agreements to be transferred when boats are sold in the marina.

Monthly Fee & Payments

Tenant shall pay WWM on or before the tenth (10th) day of each month, the total monthly fee set forth on the monthly statement. Tenant will be considered in default if monthly moorage payment is not received by WWM by the 27th of the month in which it was due.

All payments shall be sent or delivered to:

Winslow Wharf Marina
P.O. Box 10297
Bainbridge Island, WA 98110

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

If the commencement date is other than the first (1st) day of the month, the monthly fee shall be prorated for the initial month.

WWM may revise and/or increase the monthly fees effective on the first (1st) day of any month upon not less than thirty (30) days written notice to the Tenant.

Summer Fee (Summer Moorage Only)

Upon finalization of moorage agreement, Tenant will incur a non-refundable summer fee of \$25.00. This fee will be shown as a line item on the first statement of each summer moorage term. In lieu of this fee, the tenant will not be required to pay a Security Deposit or Utility/Meter Deposit. Should Tenant decide to occupy the assigned slip year round, the Summer Moorage Agreement will be voided and a Long Term Moorage Agreement finalized with WWM. At that time Tenant will be required to abide by all requirements of the Long Term Moorage Agreement, including securing moorage with a Security and Utility/Meter Deposit.

Deposits (Long Term Moorage Only)

Upon finalization of moorage agreement, Tenant will pay to WWM the security deposit stated in the moorage agreement and a thirty dollar (\$30) Utility/Meter deposit to secure all obligations by both Tenant and WWM. The deposits (without interest) shall be refundable to the Tenant no later than thirty (30) days after the Termination Effective Date, under the circumstances that the Tenant has fulfilled all conditions of the moorage agreement. WWM may retain part or all of the deposits to bring Tenant account current. If so, WWM shall provide Tenant with an itemized statement of its charges against the deposits together with the balance, if any, of the deposits.

Facilities Surcharge

No person may stay overnight on the vessel more than twelve (12) nights per month without the prior written consent of WWM, which WWM may withhold, or terminate or refuse in its sole discretion.

Persons authorized to live-aboard a vessel must execute a separate Extended Stay Agreement with WWM. If authorized by WWM, Tenant shall pay **per person**, a facilities surcharge each month based on the rate schedule below:

1 Person	\$90.00
2 People	\$135.00
3 People	\$180.00
Each additional Person over the age of 2	\$45.00
Children under the age of 2	No Charge

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

Processing Charges; Interest; NSF

Tenant shall pay WWM a service charge of fifty dollars (\$50.00) for every monthly fee payment not received by the fifteenth (15th) day of the month for which it was billed and seventy-five Dollars (\$75.00) for any check returned (NSF) by the tenants' bank. WWM shall also be entitled to interest at one and one-half percent (1 ½%) per month on any payment more than five (5) days past due.

Boat Insurance

Prior to commencement of the moorage agreement and at ALL time during the term of the agreement, Tenant shall carry in full force and effect with insurance companies authorized to do business in the State of Washington, Protection & Indemnity liability and property damage insurance with limits of at least \$300,000 per occurrence. Winslow Wharf Marina must be named as a concerned party. Tenant shall not be entitled to moor the vessel at the slip until evidence of insurance satisfactory to WWM has been provided by the Tenant. Tenant agrees to hold WWM harmless and reimburse WWM for any loss or damage resulting from Tenants use of the marina or the vessel.

Transient/Sublet Moorage Credit

On reasonable advance written notice to the marina office, the Tenant may temporarily vacate the marina and cease to use any or all of its services during a period of twenty-four (24) hours or more, during which WWM will agree to reserve all services requested by and previously used by the Tenant for his/her use upon scheduled return. During this period, the Tenant will each month pay the total monthly fee. Upon written Tenant request, WWM will attempt to facilitate temporary use of the vacated moorage at current monthly rates or at daily transient rates, and will remit to the Tenant fifty percent (50%) of such daily revenue, or ninety-four percent (94%) of the monthly revenue received.

Care of Slip; Maintenance

Tenant shall keep and maintain the slip in a clean and sanitary condition at all times, and in accordance with the WWM Rules & Regulations. Upon termination of the agreement, Tenant shall surrender the slip in good order and repair other than normal wear and tear resulting from ordinary use. Under no circumstances, nor at any time, may Tenant change or alter the slip or any portion thereof including the dock box. Tenant shall not install or place any personal property, equipment, boxes or lockers of any type on the slip.

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

Utilities

WWM does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption of unavailability of utility services. Tenant acknowledges that water service and electrical service may be discontinued periodically. WWM does not guarantee the utility services will be compatible with the utility service requirements of the Vessel (including electrical interconnection requirements or the effect of electrolysis and/or stray electrical current damage).

Access Cards/Fobs

WWM shall issue to Tenant two (2) access cards/fobs to provide access to the portion of the marina in which the slip is located. The access cards/fobs shall be surrendered to WWM upon termination of this agreement. Access cards/fobs shall remain the property of WWM at all times, and WWM may revoke the right of Tenant to use the access cards/fobs if Tenant is in default under this agreement. Tenant agrees to notify WWM immediately if any access card/fob is lost or stolen. A non-refundable replacement fee of \$20 shall be charged for any lost or stolen access card/fob.

Registration and Maintenance of Vessel

The Tenant must maintain the vessel with proper registry, identification, marking, equipment and general physical maintenance as required by law and safe practice. The Tenant must use the vessel and marina in compliance with the laws of the State of Washington, the City of Bainbridge Island, and any other legal authority, and WWM Rules & Regulations.

Access to Vessel

WWM shall have the right from time to time to board the vessel when moored at the slip during an emergency or for any reasonable purpose. In case of an emergency, Tenant authorizes WWM to move the vessel as necessary in WWM's sole reasonable discretion, for the safety or protection of persons or property, including the Marina, without liability to Tenant for damages or loss of any kind.

No Warranties

WWM makes no warranties, express or implied, as to the condition of the slip, marina, or marina facilities nor the suitability of the slip and marina for its intended purposes. Tenant acknowledges that Tenant has had an opportunity to inspect the marina and the slip prior to execution of the moorage contract and agrees to accept the marina and slip in its current condition.

Notices

Any notice by the parties to the other shall be deemed to be given if signed by the party giving notice and personally delivered or sent by certified mail and addressed to Tenant at the most

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

recent address of record with WWM. Tenant is responsible for informing WWM of its most current address and phone numbers. Any notice hereunder shall be deemed received when personally delivered by WWM to Tenant or three (3) days after such notice is mailed via certified mail addressed to the tenant.

Default and Remedies

If Tenant violates the Terms or Rules & Regulations of the marina and fails to remedy or cease said violation following written notice from WWM to cease and desist such violation, within three (3) days after WWM has given Tenant written notice thereof, Tenant shall be in default, or if Tenant defaults in payment of any Monthly Fees, service charges, interest or any other amount hereunder and such default is not fully cured within three (3) days after WWM has given Tenant written notice thereof, or if Tenant fails to perform any other term, covenant or condition of this agreement and such failure continues for a period of seven (7) days after WWM has given Tenant written notice thereof, Tenant shall be in default hereunder. Under default, WWM may immediately terminate this agreement upon written notice to Tenant to vacate within three (3) days of notification, without limiting the liability of Tenant for all amounts due hereunder. If Tenant fails to vacate within three (3) days of the notice of termination, WWM shall be authorized to remove the Vessel and all property of Tenant from the slip and the marina, all at the cost, expense and risk of Tenant.

Cumulative Remedies, No Waiver

WWM's rights and remedies hereunder are cumulative and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a default of the moorage agreement shall be construed as a waiver or forbearance of any other or subsequent breach and the acceptance of any performance hereunder, or the payment of any amount after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

Lien for Fees and Services

WWM shall have and TENANT hereby grants and conveys to WWM a lien and security interest in the Vessel and in all property of TENANT on or at the Vessel to secure the performance by TENANT of the terms and conditions of the moorage agreement and to secure the payment by TENANT of all services and supplies provided by WWM to TENANT on behalf of the Vessel. Notwithstanding termination of the moorage agreement, WWM shall be authorized to hold the

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

Vessel and her tackle, apparel and appurtenances and sell the same in accordance with applicable law, state or maritime including the remedies herein granted, in the event TENANT fails to perform the terms and conditions of the moorage agreement or fails to pay for services and supplies. Should such security not pay for all amounts due WWM, WWM shall have the right to proceed against TENANT personally for the remainder of such amounts due, including all costs and attorneys' fees incurred by WWM in collecting the balance due from TENANT and in holding and disposing of the security.

Indemnity

The TENANT covenants to save WWM harmless from, defend and indemnify WWM for, any loss or damage, including attorneys' fees and costs, resulting from the TENANT's use of the Marina or any of TENANT's activities related thereto. TENANT acknowledges that the Vessel and all personal property of TENANT is moored at the Slip at TENANT's sole risk, and WWM shall not be liable for any loss or damage thereto. WWM shall, under no circumstances, be liable to the TENANT or other persons for any personal injury, loss of, or damage to, the TENANT's Vessel or other property, whether suffered by the TENANT or other persons at the Marina or elsewhere, unless actually and proximately caused by the sole negligence of WWM or its authorized agents.

TENANT and WWM recognize the vagaries of proof and problems of identifying sources of electrolyzes and/or stray electrical current damage; therefore there will be no liability for or indemnity for TENANT or the Vessel by WWM, nor will WWM make claim against TENANT for such damage. Any defense under this Paragraph shall employ counsel selected by WWM.

Tenant Responsibility for Damage and the Environment

TENANT shall be responsible for and shall promptly, upon demand, pay WWM for any damage to the Marina, or to governmental property caused by TENANT, his/her Vessel, crew, guests, invitees, employees or agents. TENANT shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the Marina and shall pay WWM for any damage, expense or liability incurred by WWM due to TENANT's failure to comply with such laws and regulations or due to any pollution created, caused, or contributed to by TENANT.

Joint and Several Liability

Each person executing the moorage agreement does so as a principal and not as a surety. The obligations of all persons executing the moorage agreement are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to the moorage agreement shall be fully binding upon each of them.

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

Attorney's Fees

In the event that any action or other legal proceeding is brought to enforce any provision of the moorage agreement the prevailing party shall be entitled to recover all costs plus reasonable attorneys' fees from the non-prevailing party (including proceedings on appeal or in arbitration).

Venue

This Agreement shall be governed by the laws of the State of Washington and the United States. The exclusive venue of any suit arising out of this Agreement shall be in Kitsap County, Washington, or, for suits filed by WWM in Admiralty law in the U.S. District Court of for the Western District of Washington.

Severability

If any provision of the moorage agreement shall be found to be void, such determination shall not affect any other provision of the moorage agreement.

Interpretation

The provisions of the moorage agreement shall not be construed either for or against WWM or TENANT, but shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

Rules and Regulations

WWM's current Rules and Regulations of the Marina are provided below. TENANT shall comply in all respects with the Rules and Regulations. The Rules and Regulations may be revised by WWM from time to time and notice to TENANT of such revisions shall be made by posting on the WWM web site. In utilizing the Slip, TENANT agrees to and shall comply with the Rules and Regulations and all present and future applicable ordinances, resolutions, health, safety, environmental, and sanitary regulations of all applicable regulatory bodies, as established by any federal, state or local government agency, by the Marina, or by the U.S. Army Corp. of Engineers. Failure to comply will result in immediate termination of this agreement, unless otherwise noted.

RULES AND REGULATIONS

WWM Rules and Regulations apply equally to Summer Moorage Tenants, Long Term Moorage Tenants as well as Owners.

Overruling Authorities

Owners/tenants shall comply with all applicable rules, regulations and instructions of the United States Coast Guard, the City of Bainbridge Island Port District, other local harbor authorities, the regional Water Quality Control Board and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency.

Any discharge of paint, sanding debris, hydrocarbons or chemicals into water may be a violation of Federal and/or State law for which violators can be prosecuted criminally or civilly.

Vessel Operation

- The TENANT is responsible for all Vessel operations and all activities on board TENANT's Vessel. Operation of the Vessel must be in a safe and seamanlike manner. Engine noise must be kept to a minimum: racing of engines is prohibited at all times. Auxiliary generator operation is prohibited unless the wharf electric power is off. Use of whistles, sirens, horns and electronic megaphones or "loud-hailers" within the Marina is prohibited except as appropriate to comply with navigational regulations.
- The speed limit of the Marina is steerage only, with no wakes, and no greater than 5 miles per hour.
- Main engines, power generating equipment and other noise-making machinery shall not be operated between hours of 10:00 p.m. and 8:00 a.m., except as necessary to enter or leave the slip. 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. Other noise-making equipment or appliances shall be operated in compliance with all laws, ordinances and rules.
- Owner/tenant shall not throw, discharge or deposit from any vessel any solid or liquid material including but not limited to refuse matter, oily bilges, or inflammable liquid ("Waste Materials") into water or upon Marina premises. Vessels with automatic bilge pumps shall maintain their bilges in an oil-free manner that will prevent waste materials from being pumped automatically into the water. All waste materials shall be deposited in the appropriate trash receptacles within the Marina's premises. The dumpsters are for the use of Marina occupants and Marina building tenants. No refuse is to be brought in from outside the Marina and placed in dumpsters. **Only non-hazardous waste may be loaded into the dumpsters. The Marina does not have the means for disposing of hazardous waste. Waste such as oil, gas, diesel, antifreeze, paint thinner, cleaners and bilge residue must be placed in closed containers and disposed of at proper Hazardous Waste Dump facilities by each individual. Owner/tenant shall not empty any sanitation device in any toilet or lavatory facility on Marina premises.**

Violation will result in immediate eviction.

- Winslow Wharf Marina regulations as well as local and Federal laws prohibit the dumping of raw sewage into the waters of Puget Sound.

Violation will result in immediate eviction.

A mobile pump-out (Honey-Wagon) facility has been provided for use by occupants in the Marina. There is no charge to an owner/tenant for using the Honey Wagon pump which is stored in the shed beside the gangway to the floats. Staff training is required for use and access is limited by key cards and/or fobs. The user is responsible for returning the pump and adapters to the storage shed, pumping the waste from the Honey Wagon tank to the ground level holding tank and rinsing the equipment out with at least 15 or more gallons of fresh water.

- Marina management reserves the right to board and move any vessel in the event of any emergency, unsafe condition or discharge of materials into surrounding water causing a prospective hazard to the Marina premises or other vessels.

Vessel Cleaning & Maintenance

- All sanding, paint removal, spraying or scraping shall be done so as to preclude any discharge into surrounding water and otherwise in accordance with the law and Marina rules and regulations. Major construction or repair, painting or overhaul shall not be permitted on Marina's premises. Marina management shall be the sole judge as to what constitutes "major construction" or "repair".
- Any discharge of paint, sanding debris, hydrocarbons or chemicals into water may be a violation of Federal and/or State law for which violators can be prosecuted criminally or civilly.
- Vessel must be maintained in seaworthy condition and in a neat, clean and sanitary condition, with sound and seamanlike mooring and fendering, and competent securing and stowage of all rigging, tackle, and equipment such that the Vessel will cause no hazard or annoyance to other Vessel Owners, their Vessels, WWM or its neighbors.
- **WWM shall not be liable for the maintenance, repair or inspection of Tenants Vessel or any other Vessel moored in the Marina.**
- WWM may, in its sole discretion, correct significant faults in Tenants Vessel either without notice, in the event of an emergency, or with seven (7) days' notice in other cases, which faults may affect the safety, security or cleanliness of the Marina. Such corrections shall be at the Tenants' expense, except that minor faults, such as parted mooring lines, damaged or missing fenders, and loose rigging may be corrected at any time by WWM with spare tackle loaned by WWM for this purpose and with related labor, if significant in cost, billed to the Tenant. WWM's rights under this Paragraph shall not create an obligation or duty

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

for WWM to insure, inspect, maintain, or repair the Vessel. WWM shall have no liability whatsoever for loss or damage to Tenant's Vessel, mooring, fendering, tackle, rigging, dinghy, equipment, or any of the contents of the Vessel.

- All dinghies moored at WWM must be maintained in good condition and must be pumped whenever necessary. If pumped by WWM, a minimum charge will be billed to the Tenant in accordance with WWM's Rules and Regulations under section titled "Marina Office".

Docks & Fingers

- Without exception, all connections made to the Marina premises electric receptacles shall be U.L. approved, **MARINE GRADE, WEATHERPROOF**, three-wire, grounded, twist-lock type. Wiring must be sufficient wire size for the amperage being used as specified by the National Electrical Code. Undersized cords will be disconnected by Marina Staff. **Use of household extension cords is prohibited**. When the vessel leaves the slip, the power cord must be unplugged at the pedestal. All power cords must be unplugged at the pedestal when not in immediate use. Power cords may not sag into the water between the vessel and the wharf. Power cords shall have a strain relief system to prevent a direct pull on the pedestal by the movement of the vessel.
- No storage of flammable or combustible materials of any type including, but not limited to, gasoline, diesel fuel, oils, lubricants, kerosene, white gas, paint thinner, cleaners, turpentine, solvents, resins, epoxy, or catalysts are allowed in dock boxes or dry land lockers.
- Fingers and docks shall be kept clear at all times. All other items are to be kept on board the vessel or in paid storage (when available). Items left overnight blocking finger access and/or dock access will be removed at the owners' expense. Tenant will receive a written warning for the first occurrence. Multiple violations will result in forfeiture of moorage.
- Steps are allowed on the finger so that the vessel can be boarded. Temporary, (as in non-affixed) dock steps may be placed on the finger pier and must be no wider than one-half the width of the finger pier and no longer than five feet. Owners/tenants shall not attach, affix or install any other objects or materials to finger piers without approval from the marina management. Owner/tenant agrees to provide all berthing materials and acknowledges that Marina or its agents are under no obligation to furnish berthing material.
- No portion of any vessel shall overhang the walkway at any time, (e.g. bowsprit, plank, bow pulpit, swim step).

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

- No personal property will be left on docks, finger piers, or walk ways. All personal equipment must be stored in a dock box, or aboard the vessel.
- Halyards must be secured to eliminate noise. Dock lines must be of adequate size for vessel and shall be replaced when worn. All vessels occupying single slips shall be moored with a four-point tie-up; vessels occupying double slips shall be moored with spring lines to minimize fore/aft movement. All vessels shall be fully equipped with dock/boat bumper/fender protectors at all times when vessel is in slip.

Tenants, Owners, Families & Guests

- The Tenant is responsible for all of his/her activities and the activities of Tenant's guests or invitees at the Marina. Tenant and Tenant's guests' behavior must not be disorderly or create a hazard or an annoyance to others in the Marina.
- Children under twelve years of age are not permitted on the docks at any time without immediate and constant supervision by parents or other responsible adults. Children under twelve years of age are required to wear a life jacket when on a vessel required by State Law.
- Children under twelve years of age are not permitted in the upper marina facilities without immediate and constant supervision by parents or other responsible adults. Any damage to marina property incurred as a result of unattended children will result in the tenant with whom the child is associated being billed.
- If owner/tenant has guests, owner/tenant must make arrangements to meet guests at the Marina gate. Marina staff will not admit guests, unless prior arrangements have been made with the Marina staff. Non-tenant and non-guests are not allowed in the marina without prior approval of marina management.
- If owner/tenant is selling his vessel, owner/tenant must make arrangements to meet prospective buyers at Marina. Marina staff will not admit buyers to see any vessel in the Owner's/tenant's absence, unless prior arrangements have been made with the Marina staff. Marina staff will not show vessels on behalf of tenants.
- Swimming, diving, scuba diving or snorkeling (except for hull cleaning and maintenance as permitted by law and Marina rules and regulations) is prohibited on Marina premises.
- Owners/tenants shall notify the Marina staff of any unsafe, hazardous or noise conditions that come to his/her attention. Disorderly or indecorous conduct by any owner, tenant, agents' Tenants or invitees that might cause harm/nuisance to any other person(s) within the marina or damage property or harm the reputation of the Marina is prohibited.
- No skateboards or any other wheeled vehicles, roller-skates or bicycles are allowed on docks or decks, except as they may be transported (not ridden) directly to and from vessels. Parents will be held responsible for the acts of their children.
- Noise shall be held to a minimum. Conservative discretion must be used in operating

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

motors, generators, or accessories capable of producing loud noise so as not to create a nuisance.

Quiet hours are from 10:00 p.m. to 7:00 a.m. local time.

- Disorderly conduct, loud music, barking dogs or any other actions causing disturbance shall constitute cause for termination of moorage agreement. Disorderly or indecorous conduct, personal attacks/abuse, or actions which might cause injury or damage to persons or property by any person using, visiting or occupying a vessel within the Marina shall be cause for revocation of any agreement, directly or implied, for use of the dock and related facilities. The registered tenant shall be responsible for the conduct of all persons using, visiting, or occupying his/her vessel.

Animals

- No pets may be kept or maintained on a Vessel in the Marina without written permission of WWM, which may be withdrawn at any time.
- Animals must be leashed or in arms during transit to and from vessel. Cats must remain aboard the vessel unless on leash while on docks. Owners will prevent pets from defecating or urinating on Marina's premises. If an animal fouls the Marina's premises despite the owner's efforts to prevent it, owner shall immediately clean the area and properly dispose of waste. Marina staff shall be sole judge of whether owner's efforts to control animals are adequate.

Marina Property

- **PARKING:** Winslow Wharf Marina has 2 parking lots, the upper lot on the North side of Parfitt Way and the lower lot on the South side of Parfitt Way. By agreement both of these lots are shared among the adjoining businesses (Pegasus, Doc's, Cutler Anderson & Fairbanks) and the Marina and are not public lots. These parking lots are only to be used by Marina Owners and tenants, employees of the businesses and their customers.
 - To accommodate the owners and tenants of the Marina, the employees of the businesses and their customers, the two lots accommodate different lengths of stay.
 - i. Upper Parking Lot – long term, more than 2 hours
 - ii. Lower Parking Lot – short term, 2 hours or less
- One (1) parking permit is issued per tenant/owner slip. Live aboard tenants with 2 adult drivers may be issued 2 parking permits. No multiple live aboard tenants will have more than two vehicles parked on premises at any time. One person live aboard tenants will only be issued one parking permit, and will not have more than one vehicle on premises at any time.
- These parking lots are not to be used for vehicle storage. ALL vehicles must have a valid parking permit VISABLY DISPLAYED in the front window at all times.

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

- Marina owners and non-live-aboard tenants may park in the upper lot for 30 days or less while cruising. Tenants with guests may be issued one (1) temporary parking pass for guests while out cruising.
- The lower parking lot for tenants is limited to a maximum of two (2) hours. There is a 20 minutes loading and unloading zone available at the southeast end of the lower parking lot to accommodate loading and unloading needs.
- The Marina Staff monitors the parking lots frequently. Violators will be given ONE warning to comply with the parking rules.

Subsequent violations WILL result in the vehicle being towed and impounded at the owners' expense.

- Occupants of the Marina may use the bike rack at the lower end of the south parking lot to stow and secure their bicycles while they are on the Marina premises. Use of the bike rack is by permit only. Bikes without permits or those secured to the upper storage area lattice will be removed, stored for 30 days and then disposed of.
- Dock carts are housed in the area designated at the top of the ramp inside the gate. Dock carts are to be used to move items to and from the docks and parking lots. Carts are not to be removed from marina property. The carts are not to be used to human transportation.

Weight limit on the carts is 250 lbs. Exceeding that will cause damage. Repairs will be added to your statement.

Storage

- Supplies, materials, accessories, equipment or gear of any kind shall not be stored on Marina premises except in approved dock boxes or storage lockers.
- All dock boxes must be rented from and installed by the Marina personnel. Padlocks will be the responsibility of the occupant. Flammable liquids may not be stored in dock boxes or storage lockers at any time. Damage other than normal wear will be the responsibility of the tenant. Marina staff are authorized to enter dock boxes and storage lockers in order to effect repairs thereon or if, in the sole discretion of Marina Manager, such entry is necessary for the safety of Marina premises or vessels therein.
- There will be only one (1) dinghy per vessel in slip water. No dinghy, inflatable vessel or other similar craft shall impede the navigability of the waterways. It is preferred that all such vessels be stored on the larger vessel or in the water in front of it.

Dinghies/kayaks will not be stored on the dock or finger piers. The use of another slip at any time for any non-emergency purpose is prohibited.

- The common areas of marina facilities, I.E. laundry, restrooms, etc..... Will not be used to store personal items. Items left in these areas will be disposed of when discovered.

Winslow Wharf Marina – Terms of Moorage and Rules & Regulations

Marina Office

- Marina office does not accept telephone messages for boaters except in cases of life-threatening emergency.
- Marina office has limited responsibility for the receipt or delivery of any mail and/or packages addressed to owner/tenant at Marina address. Marina office receives postal mail and small packages as a courtesy to the tenants. The marina office will NOT sign for any registered or certified deliveries. Large and/or bulk packages will be refused delivery. Any expenses and/or fees incurred by such refusal are at the responsibility of the tenant.
- The Marina will charge the tenant/owner for the below listed items:
 - a. A maintenance fee will be charged the tenants account for dewatering or securing vessels. The tenant will be informed of problems with their vessel that need to be taken care of and will be notified by phone. The tenant must respond quickly to correct the problem. If not corrected by the vessel owner, then the Marina staff will correct the problem and the tenant will be charged \$50 per man-hour on their account. Examples would be: need for new or additional mooring lines; pumping out cockpit; cleaning scuppers drains; securing halyards; any other mooring, dewatering issues.
 - b. If a vessel has to be chained up for non-payment of moorage fees, the tenant will be charge \$50 for the first chain-up and \$100 for second chain-up. Subsequent delinquencies will result in termination of moorage agreement. In case of Oil/sewage/sinking, the tenant is to take immediate action.

Security

- Marina security is the responsibility of every owner/tenant, Tenant and employee of Winslow Wharf Marina. Any violations of Marina security should be reported to the Marina Manager or Marina staff. Each owner/tenant and Tenant will be issued an access card or fob that allows access through the main gate, into the restrooms/showers, and into the laundry room. Misuse of cards/fobs or purchasing cards/fobs for non-tenants will be considered reason for immediate eviction.
- No fireworks are allowed on any part of Marina premises.
- Allowing individuals into the marina and facilities that are not your guest(s) is prohibited and may lead to termination of your agreement.
- Guests must be met at the main gate and escorted to your vessel.
- Storage, possession and/or use of any illegal drug, controlled substance or hazardous materials (as defined by Federal or State law) except as permitted by law are prohibited on vessels or any part of the Marina premises.

All owners/tenants and their guests will comply with these rules and regulations

and all amendments thereto as are published by the Marina from time to time by posting on the marina web site, winslowwharfmarina.com. Violation may result in termination of moorage.

CONTRACTOR REQUIREMENTS FOR DOING WORK AT WINSLOW WHARF MARINA

These rules apply to ALL CONTRACTORS WORKING AT WINSLOW WHARF MARINA, including Service Repair Companies, Vendors, Boat Dealers & Brokers, and Marine Surveyors & Charter Captains.

Companies and individuals who are not employed by this Marina are welcome to work on boats at our Marina as long as they understand and comply with all Winslow Wharf Marina rules.

Contract professionals help us provide the “full service” that boaters expect of quality marinas, by complimenting those services available from the Marina staff, but they must follow the same rules we work with for security, safety and environmental protection reasons.

Contractors are allowed to work on boats ONLY during normal business hours. M-Sun: 8am-5pm or as requested by vessel owner and approved by marina management. When not working on any vessel in the marina, access to the Marina and facilities will be suspended.

Failure to report to the Marina office prior to work, or to not have all documents current and on file, will result in suspension of access to the Marina and facilities.