



CITY OF BAINBRIDGE ISLAND

Open Water Marina

MOORAGE RENTAL AGREEMENT

1. **Parties.** The parties to this Moorage Rental Agreement are the City of Bainbridge Island (“City”) and _____ (“Tenant”).
2. **Vessel.** The name of the ____ - foot vessel to be moored at the City’s Open Water Marina is: _____, with Registration No. _____ (the “Vessel”). Tenant agrees to provide a copy of the Vessel registration and proof of ownership to City.
3. **Supremacy of State Lease.** Tenant understands that all its rights under this Agreement are derived from a lease of the underlying aquatic lands (Aquatic Lands Lease No. 20-085592) from the State of Washington, acting through the Department of Natural Resources, to City. That lease is referred to in this Agreement as the “State Lease.” Tenant acknowledges having been given a copy of the State Lease by City. Tenant also understands and agrees to the following important conditions and obligations related to the State Lease:
 - a. This Agreement is subject to all the terms and conditions of the State Lease;
 - b. If any terms of this Agreement sublease conflict with the terms of the State Lease, the State Lease will control;
 - c. The length of this Agreement (including any period of time covered by a renewal option) will not in any event extend beyond the termination of the State Lease;
 - d. This Agreement automatically terminates if the State Lease is terminated for any reason;
 - e. Tenant may not prepay its rent under this Agreement by more than one month; and
 - f. This Agreement does not create any agreement or contractual relationship between Tenant and the State of Washington.
4. **Slip Designation.** The slip designated for use by the boat owner is slip _____, as identified on the master layout of the City’s Open Water Marina. The City reserves the right to assign and/or relocate vessels for the protection of life, property and for the best utilization of the Open Water Marina facilities. In the event of relocation of the Vessel pursuant to this section, the City shall provide ten (10) days’ written notice unless relocation must be made under emergency conditions as determined at the sole discretion of the City. Tenant is assured that berth assignment will not be changed arbitrarily or capriciously, but Tenant agrees that berth changes may be made by City to provide for safe mooring of boats and reasonable utilization of space in the Marina.
5. **Monthly Rent.** Monthly rent for the slip shall be \$_____.____ per month and shall be due and payable in advance on the first day of every month. If payment is not received by City on or before the 10th day of each month (with or without notice of the delinquency being given), Tenant agrees to pay a \$20.00 late charge for each late payment.

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- a. The monthly rent specified in this Agreement is subject to change upon thirty (30) days' notice by City.
 - b. Upon execution of the Agreement, Tenant shall pay to City a non-refundable one-time administration fee of \$15.00. The assigned slip will be held for thirty (30) days. Regular monthly charges will then apply.
 - c. Rental payments overdue by ten (10) days shall be considered in default, and administrative action, including, but not limited to, late charges, termination of moorage and eviction from the Open Water Marina, may be taken in accordance with state law.
- 6. Length of Agreement.** Tenant hereby leases a moorage slip for the Vessel for one year, beginning on the 1st day of January, 2014 and continuing until December 31, 2014 (the "Term"). This Agreement shall become effective commencing upon execution hereof. Tenant and City shall have the right to extend the lease annually at the beginning of each year. Tenant and City shall have the right to terminate the Agreement by giving the other at least twenty (20) days' prior written notice of such termination. However, Tenant is obligated to pay for the remaining term of this sublease, unless Tenant and City approve a sublease arrangement or assignment of the slip pursuant to Section 14 of this Agreement. No notice shall be required if the termination is the result of a default by Tenant in any payment due hereunder, if such payment is not made within fifteen (15) days of the date when due. Upon termination of the Agreement, Tenant shall remove the Vessel and all other possessions of Tenant from the Marina.
- 7. Rules and Best Management Practices.** Tenant agrees to abide by any rules and regulations reasonably promulgated by City in connection with the operation of the Open Water Marina, including the rules and regulations attached as Exhibit A to this Agreement, and to fully comply with the Best Management Practices attached as Exhibit B to this Agreement.
- 8. Utilities.**
- a. A fee for maintenance, harbor management and garbage and sewage removal is included in the monthly rent.
 - b. Sewage Management. If Tenant elects to use vessel-to-vessel pump-out in place of the City dock pump-out, an additional \$65.00 will be added to the monthly rent. Tenant hereby agrees to comply with the requirements of the sewage management plan attached hereto as Exhibit C.
 - c. Garbage Management. It is Tenant's responsibility to collect and dispose of garbage in accordance with the garbage management plan attached hereto as Exhibit D.
 - d. City shall not provide electricity and potable water.
 - e. Showers in the restroom facility in Waterfront Park are available on a pay per use basis.
- 9. Vessel Maintenance.** The Vessel shall be maintained in running order 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 to prevent any hazard or annoyance to other boats and boat owners. In the event of any failure to comply with the provisions of the paragraph, Tenant shall correct such default with seven (7) days of notice from City (no notice shall be required in the event the default adversely affects the safety of the Open Water Marina or of other vessels located in the Open Water Marina.) and City shall have the right, but not the obligation, to correct any such default and Tenant agrees to reimburse City for any amounts so expended to correct such default.

- 10. Condition of Slip.** Tenant will keep the slip neat, clean, orderly and free from all inflammable substances, and will at all times preserve the slip in as good condition and repair as the same now is or may hereafter be put to, reasonable use and wear excepted. Tenant shall dispose of sanitary waste, litter, trash, garbage throw-away or disposal articles of any kind only in proper receptacles. Any improper disposal of hazardous items will be considered a breach of this Agreement. Tenant shall comply with all applicable federal, state and local laws.
- 11. Personal Property.** Use of the slip is intended solely for the purpose of mooring vessels. No other property rights are conveyed with this Agreement. Accordingly, Tenant shall not place equipment, build structures, or modify existing structures without the written approval of City. Tenant shall remove all personal property upon termination of this Agreement.
- 12. Insurance.** Tenant must maintain a minimum of \$300,000 of liability insurance on the Vessel and shall include in the liability policy a condition that ensures City is notified of any changes or cancellation of the policy. This may be accomplished by naming City as an additional insured party or other equivalent language. Tenant must provide documentation that this insurance is in effect, a copy of which will be maintained by City. Failure to maintain this insurance in force will be grounds for termination of this Agreement.
- 13. Indemnification.** Users of the City's Open Water Marina do so at their own risk. Tenant acknowledges that City shall have no liability for theft, vandalism, fire, other casualty, injury to property, or other injury to Tenant or other persons or their property at the Open Water Marina or elsewhere regardless of the cause of such loss or damage.

Tenant shall fully indemnify, defend, and hold City harmless from and against claims and liabilities that relate to Tenant's use of the Open Water Marina or the Vessel or any activities in connection therewith and any duties assumed by Tenant under this Agreement, whether such claims or liabilities are attributable in whole or part to the negligence of City, its officers, agents or subcontractors. These include, but are not limited to, claims and liabilities for:

- a. Damage to the Vessel, its engines, equipment and appurtenances;
- b. Injury or property damage incurred by Tenant, his family members, employees, invitees, and agents;
- c. The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the slip;

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d. The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the slip.

14. Sublease. No sublease or assignment of the slip shall be effective without the prior written consent of City, which shall not be unreasonably withheld so long as Tenant pays City compensation for the additional costs of handling such sublease or assignment.

15. Attorney's Fees and Venue. In the event of any dispute arising relating to the terms of this Agreement, in addition to any other amount due under this Agreement, City shall be entitled to recover a reasonable sum for attorney's fees incurred in enforcing this Agreement. Venue of any action arising out of this Agreement shall be elected by City.

DATED this _____ day of _____, 2013.

CITY OF BAINBRIDGE ISLAND:

TENANT:

Doug Schulze, City Manager
City of Bainbridge Island
280 Madison Ave North
Bainbridge Island, WA 98110

Name:
Telephone:
Email:

EXHIBIT A

OPEN WATER MARINA RULES AND REGULATIONS

Introduction

Purpose

The purpose of the rules and regulations contained herein is to promote the safe and efficient operation of the City's Open Water Marina.

Application

These rules and regulations shall apply to all users of the City's Open Water Marina.

Authority of the Harbormaster

The City Manager has delegated to the Harbormaster or designee the responsibility for the enforcement of these rules and regulations.

All users of the City's Open Water Marina shall comply with the directions of the Harbormaster or designee with regard to compliance with the rules and regulations adopted herein.

Enforcement

Violators of these rules and regulations shall be subject to administrative action that may include, but is not limited to, cancellation of moorage agreement, impoundment of vessel, and/or referral to the City of Bainbridge Island Police Department.

Members of the general public who violate these rules and regulations will be asked to leave the marina. Violations of civil and/or criminal statutes will be reported to the City of Bainbridge Island Police Department.

Applicable Statutes

Users of the City's Open Water Marina shall be subject to all applicable municipal, County, State and Federal laws and regulations.

Security, Safety, Department

Tenant/User Responsibility

All tenants and users of the Open Water Marina are responsible for the safe and lawful conduct of themselves, their dependents, and guests. The Harbormaster may take action necessary to ensure the safe and lawful conduct of marina tenants and users.

Safety Equipment

Users are to familiarize themselves with the location of safety systems and equipment in the area of their moorage. All vessels are required to meet USCG safety equipment regulations. This includes fire extinguishers with enclosed fuel tanks and life rings for vessels over 16 feet.

EXHIBIT A
OPEN WATER MARINA RULES AND REGULATIONS

Vessel Tie-Up

Vessel owners are required to keep adequate size line in good condition securing their vessels to the linear moorage system and buoys.

Security

Tenant should report any incidents of security or possible or potential damage to vessels, linear moorage, other parts of the marina facilities to the Harbormaster. This includes unauthorized persons on linear moorage or buoys, possible theft, suspicious behavior, unsafe practices, or any other incidents that threaten the safety and security of the open water marina community.

Housekeeping

All tenants are responsible for the appearance and cleanliness of their assigned moorage area. Any items located on deck must be secured to the vessel.

Oily rags, open paints, or other items that may constitute a fire or environmental hazard are prohibited on decks.

Dinghies may be in water, on a not-to-interfere basis. Tenant may also tie up to the City dock for a period not to exceed 19 hours. Overnight dinghies at the City dock must register.

Vessels in Danger of Sinking

The Harbormaster may arrange to have any vessel pumped out that, in the opinion of the Harbormaster, is in danger of sinking, and the costs thereof may be charged to the vessel owner. The City shall incur no liability in reference to the above action. While the City shall make a reasonable effort to limit loss to vessel and equipment as well as contact the owner of vessels in danger of sinking, the City does not accept the vessel for storage and shall not incur any liability in the event of sinking or damage resulting there from.

Boat or vessel owners shall be responsible for clean-up costs and environmental damage caused as a result of oil/fuel discharge from sinking or sunk boats or vessels.

Special Items

Pets

All pets must be kept on a leash, or otherwise physically restrained, when not on the boat. Pet owners are responsible for picking up and properly disposing of pet waste. Noise or other disturbance by pets will not be tolerated.

Right of Inspection

The City reserves the right to inspect any of the leased or rented premises at any time and any vessel with twenty-four hours' advance notice to owner.

Emergency Access

In the case of an emergency or to prevent casualty or a potential hazard, a vessel owner shall allow the Harbormaster or designee free access at any time to owner's vessel or tackle for inspection, firefighting, mooring or moving of vessel.

EXHIBIT A
OPEN WATER MARINA RULES AND REGULATIONS

Washington State Registration

All vessels permanently moored in the marina must display proof of current Washington State vessel registration as prescribed by state statute.

Fireworks

Fireworks and their use are not permitted in any area of the Open Water Marina including all public access areas.

General Terms

Noise and Behavior

Excessive noise and behavior that may create a nuisance or disturb other tenants will not be allowed. Air-cooled generators will not be allowed.

Seaworthiness

Vessels moored in the City's Open Water Marina must be seaworthy. To this end:

- a. Vessels moored in the Open Water Marina may not have openings above the waterline that cannot be secured to sea. This rule may be relaxed, at the discretion of the Harbormaster, during periods of maintenance as allowed by these rules.
- b. All vessels moored in the marina must be seaworthy, and able to get underway at any time on their own power including sail power for immediate cruising in local waters.

Rafting

Seaworthy guest vessels may raft to a tenant's vessel for a period not to exceed forty-eight (48) hours, provided the guest registers with the Harbormaster upon arrival.

EXHIBIT B

BEST MANAGEMENT PRACTICES

The City is committed to preserving and enhancing the environment through proper management of activities at the City's Open Water Marina. In accordance with the Washington State Department of Ecology guidelines, United State Coast Guard regulations, and the Federal Clean Water Act, the City has established these Best Management Practices to further the goal of safekeeping our harbors and the marine environment.

1. Bilge Water Management and Fueling Practices

- a. The discharge of contaminated bilge water is illegal. Do not discharge bilge water that is contaminated with oil, detergents, anti-freeze, or bilge cleaners. The fine for discharging oil from your bilge can be as high as \$20,000 per day per violation. Use oil absorbent bilge pads or pillows in your vessel's bilge to soak up oil and fuel. In an emergency, contact the Harbormaster for assistance.
- b. Prevent oil contamination of bilge water. Do not drain oil into bilge. Fit a tray underneath the engine to collect drips. Put a couple of pads in the pan to make cleanup easier. Keep bilge area as dry as possible. Fix all fuel and oil leaks in a timely fashion.
- c. Do not use detergents or soaps on fuel, oil or otherwise contaminated bilge water. While enzyme-based bilge cleaners are generally safe to use, it may take some time before the oil sheen is gone. It is best to remove contaminated water and dispose of it appropriately at on-shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.
- d. In Washington State, boats that are over 26' in length are required to display an "Oil Discharge is Prohibited" placard near the bilge pump switch (placards are available at most marine supply stores).

2. Gray Water

Boaters are required to minimize the generation of gray water onboard and to utilize shore side facilities. Use sink screens or strainers and dispose of strained waste in the garbage. Limit the use of soap/detergent for washing dishes. Use small amounts of phosphate-free and biodegradable soaps, if cleaners are used, no visible suds or discoloration of the water are permitted. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Contain discharge from onboard showers and dispose of it at the pump station. Discharge of laundry water is prohibited. Laundry facilities are available in downtown Winslow. Remember there is no legal discharge of any soaps/detergent/cleaners to our waters. For further gray water management opportunities, owners and guests are encouraged to:

- a) Contain all gray water and use self pump-out stations located at the City dock;
- b) Use shore side sanitation facilities located in Waterfront Park;
- c) Use shore side shower facilities;
- d) Utilize a pump-out service (see Harbormaster office for references).

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BEST MANAGEMENT PRACTICES

3. Hazardous Chemicals, Cleaners and Waste

- a. Hazardous or flammable chemical/materials shall not be stored on the City dock.
- b. Disposal of used oil, antifreeze, paints, solvents, varnishes, fluorescent light bulbs, and automotive batteries into the garbage is prohibited. These materials are not to be discharged into the sanitary sewage or into marine waters. DO NOT dispose of these wastes in the garbage dumpsters and DO NOT leave these wastes on the City dock. Contact Bainbridge Disposal for further information on how and where to properly dispose of all hazardous material.

4. Waste Oil

Do not dispose of any waste oil or used filters in the garbage dumpsters. Contact Bainbridge Disposal for further information.

5. Spill Prevention and Response

- a. Store oil absorbent materials on your vessel in case of spills.
- b. If a spill occurs, stop the spill or leakage source and contain the spill. In the event of a spill in the water, contact the Harbormaster or call 911 immediately for assistance in containing a spill.
- c. The U.S. Coast Guard requires report of a spill in the water immediately. Call the National Response Center at 1-800-424-8802 and the Washington State Spill Hotline at 1-800-OILS-911. VHF channel 16 may be used to report a spill if a telephone is not available.
- d. Do not use detergents on oil spilled in the water. Detergents disperse spills, but do not eliminate them. Oil and detergents are toxic to fish and other marine life.

6. Boat Repair Activity

- a. Painting, scraping and refinishing of boats, when in the water, is limited to minor touch ups and minor repairs. Such work is defined by Washington Department of Ecology as being limited to the vessel's superstructure, deck and hull above the waterline and must not exceed 25% of the vessel's surface above the waterline. Extensive repair work must occur in a commercial, permitted, boatyard.
- b. Any minor repair, painting, scraping, and refinishing must employ a containment barrier which prevents debris from entering the water/docks. All paint mixing must be done with the can(s) placed inside secondary containment that will catch spillage. Paint cans used in the dock area shall be as small as feasible, but in no case larger than one-gallon in size.
- c. Do not work from a float or small boat along side of your boat.
- d. Boat repair or storage of equipment, supplies, etc. is not allowed on the City dock or in Waterfront Park.
- e. Boat hulls painted with sloughing or ablative anti-fouling paints and tin compounds (soluble "soft paints") shall not be scrubbed or cleaned in the Open Water Marina by divers or with underwater scrubbing devices. Approved haul-out facilities/boatyard must be used for

EXHIBIT B
BEST MANAGEMENT PRACTICES

cleaning of boat hulls with these coatings. Mechanical devices or scrapers, or any process that removes paint underwater may not be used. If your vessel is not painted with a sloughing or ablative paint, hull cleaning is not prohibited by the Washington State Department of Ecology, however, during the cleaning process, any turbidity, oil sheen or discoloration that is discharged to the receiving water is a violation of DOE Standard RCW 90.48 and is prohibited. This potential for pollution and potential violation of the State law has lead City to strongly recommend that all hull cleaning be conducted in a permitted boatyard, where contaminants are treated and disposed of properly.

- f. Divers are not allowed to leave any sort of material in the water including film, debris or zinc.
- g. Contractors must dispose of their own waste off site. The Open Water Marina is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.
- h. These policies apply to tenants, vendors and employees.

7. Boat Cleaning

Scrub and rinse your boat often. A quick rinse after each outing reduces the need to scrub the top-side with harsh cleaners. If cleaners are used, no visible suds or discoloration of the water are permitted. Spot clean or use small amounts of phosphate-free and biodegradable soaps only when necessary. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Remember there is no legal discharge of any cleaner to our waters.

8. Boat Launch

Following boat haul out, do not rinse the bottom of your boat at the launch. Please rinse your boat in a commercial, permitted boatyard where the rinse water is discharged to the sanitary sewage.

9. Important Phone Numbers

Emergency Response

Fire/Police 911

Harbormaster

(206) 780-3733

Oil Spills

National Response Center (800) 424-8802

Washington State Spill Hotline (800) 645-7911

Hazardous Waste Management

Bainbridge Disposal (206) 842-4882

Olympic View Transfer Station (360) 674-2297

Kitsap County Health District (360) 337-5235

Kitsap County Public Works (360) 337-5777

EXHIBIT C

SEWAGE MANAGEMENT PLAN

The discharge of sewage within the Open Water Marina, including treated sewage, is prohibited. The City requires each tenant to regularly pump out their vessel. If a boat has no holding tank, the City shall ensure waste from the vessel is disposed upland. The City will identify and document the type of Marine Sanitation Device (“MSD”) for each vessel in the Open Water Marina. Based on the MSD, the City will require the appropriate method of disposal. Boats without holding tanks will be required to wire shut or lock their Y-valves. The Harbormaster must regularly inspect those vessels that have wired valves. For tenants using the city pump, tenant must dispose of waste at least once weekly and document disposal by recording pump readings before and after pumping and signing the pump log. Physical inspection of wired or locked valves will be accomplished by physically boarding the vessel and inspecting the locked valve or by the use of fluorescent dye tablets placed in heads by the Harbormaster on a weekly basis. The Harbormaster shall document the date, time, vessel number and method of disposal and keep such information in an organized, orderly manner that clearly documents sewage disposal for each vessel. This information shall be available upon request by the Department of Natural Resources and/or the Kitsap County Health District.

If a sewage pump out service is contracted, the Harbormaster shall be at the City dock during the time the pump-out boat is in the Open Water Marina. The City shall get a receipt directly from the pump-out service documenting which boats have been pumped out, and documenting the date, time, vessel number, and method of disposal. This information shall also be kept in an organized, orderly manner that clearly documents sewage disposal for each vessel. This information shall be available upon request by the Department of Natural Resources and/or the Kitsap County Health District.

EXHIBIT D

GARBAGE MANAGEMENT PLAN

The City requires tenants of the Open Water Marina to dispose of their garbage upland. The City shall post signs designating garbage dumping locations.