



# MARINA RULES & REGULATIONS



110 W. MARINE DRIVE KALAMA, WA 98625 USA

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## MARINA PURPOSE STATEMENT

The Port of Kalama Marina is here to help enhance public recreational opportunities by providing long term and transient moorage options for active boat owners in a safe, family friendly environment.

## DEFINITIONS

- **PORT AREA** as used in these regulations shall mean “those areas within the marina including water, land, air space above, and all structures.”
- **PORT** shall mean “Port of Kalama.”
- **PATRON** shall mean the boat owner under moorage agreement.
- **HARBORMASTER** shall mean “the Marina Manager of the Port of Kalama and agents.”
- **COMMISSION** shall mean “The Port of Kalama Board of Commissioners.

## MARINA OFFICE

1. The marina office is located in the Administration building at 110 West Marine Drive, Kalama, WA 98625. Office hours are Monday thru Friday, 8:00 a.m. to 5:00 p.m. The office is closed weekends and holidays.
  - a. For **emergency incident** reporting please call the office phone number **360-673-2325**; our answering service is available 24 hours a day to provide assistance.
  - b. For medical emergencies, criminal activity or a fire please dial **911**.
2. All moorage transactions and documentation will be done at the Port office in accordance with the current Marina Rules and Regulations. Payments can be made by mail, credit card, online, over the phone, or in person during Port office hours.
3. All boats or vehicles using facilities or space within the Port area will be subject to all the charges, rules, regulations, and conditions as prescribed designated by the Port.

## MOORAGE AGREEMENT

1. Anyone visiting or using the marina area, or its facilities does so at their own risk. The Port does not assume any responsibility for loss or damage to property or persons within the Port area.
2. Boat owners desiring berthing space for periods of one month or more must enter into a moorage agreement with the Port if moorage space is available.
3. All boats, vehicles, property, gear, or equipment will be parked, stored, moored, or maneuvered in the Port area in a safe and orderly manner.
4. No unauthorized persons are permitted in areas specifically posted as being reserved for use by special categories of persons or as work areas.

5. No commercial use of facilities in the Port area will be allowed without prior written permission of the Harbormaster. The requirements and conditions for such permission shall be as described in separate instructions as issued from time to time by the Commission.
6. The Port reserves the right to inspect any of the moorage premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port. The Port reserves the right to deny service to anyone for any reason.
7. The violation of any regulation governing Port moorages or lands shall revoke the privilege of use of such facilities, and the offender shall thereupon become a trespasser and subject to prosecution accordingly.
8. In the event a patron does not pay the fees and/or other charges which are accrued in favor of the Port, or patron otherwise violates the provisions, the Port may, without any advance notice, take possession of the owners' boat, its tackle, apparel, fixtures, equipment, and/or furnishings and retain such possession at the marina or elsewhere until all charges then owing, and all charges which shall thereafter accrue, are fully paid and any and all other violations of the moorage agreement have been cured. In addition, or as an alternative, the Port may, on five days written notice delivered to patron's address (unless the violations recited in the notice have been cured within that time), terminate the patron's right to further berthage, but without prejudice to the Port's right to collect fees until such time as the vessel is removed from the marina. The remedies thus provided herein are in addition to, and not in lieu of, any other rights which the Port may have by virtue of federal, state, and local statutes, ordinances, and law. In any action or proceeding for the collection of any sums which may be payable hereunder patron agrees to pay to the Port, in addition to the balance due, a reasonable sum for the Port's expenses and attorney's fees.
9. The Port does not accept patron's boat for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its tackle, apparel, fixtures, equipment and/or furnishings. The Port will not be liable or responsible for any personal injuries suffered by patron or his agents or invitees arising from any cause upon the boat, marina premises, or premises adjacent thereto. Marina premises adjacent to the moorage must be inspected by patron and accepted by patron in its present condition. Lessee shall keep such premises neat, clean, orderly, and free from all flammable substances.
10. Patrons terminating moorage must give the Port **30 days advanced notice of cancellation**. Moorage will be charged until the effective date of cancellation. Patrons will be responsible for payment of the full calendar month following the 30-day notice, no prorating will be allowed.
11. Signatures of patrons on moorage agreements shall constitute applicant's admission of their familiarity with these rules and regulations and agreement to comply with same, but moorage patrons and occupants on marina property shall be bound by said rules and regulations whether they have signed such moorage agreement.
12. Nothing in this agreement shall be deemed to create a relationship between Port and patron. In particular, this agreement shall not create a landlord/tenant relationship between the Port and patron.
13. Patron is required to keep up to date licensing on all vessels moored at the Port of Kalama or be subject to cancellation of Moorage Agreement. A copy must be submitted to the Harbormaster annually.
14. All patrons other than transient vessels are required to provide proof of \$300,000 in liability insurance, per RCW 53.08.480. Full time patrons must maintain a copy of their current liability insurance policy on file with the Port, updated annually or on the policy expiration date.

15. All full-time patrons may be required to submit to an annual readiness inspection by the Harbormaster to demonstrate the boat is in cruising condition and the bilge system functions.
  - a. Patrons may provide documents of a US Coast Guard or local Law Enforcement safety inspection, in-lieu of the Harbormaster inspection, for up to three consecutive years.
  - b. Any vessel that does not pass the readiness inspection will have 60 days to address issues before retesting.
  - c. A second failure to pass the readiness inspection, or any failure to submit for inspection, will result in the immediate termination of the moorage agreement.

#### MOORAGE FEES

1. Patrons entering into a moorage agreement shall pay in advance the first month's rental fee at the rates established by the Port. Payments are due in full by the 10<sup>th</sup> of each month. A late payment fee of \$15.00 will be charged for any payment made more than 30 days late. Transient boaters will pay daily according to rates established by the Port.
2. Any patron who becomes 90 days or more behind in moorage fees may be subject to cancelation of the moorage agreement, at the Port's sole discretion.

#### LEASEHOLD TAXES

State law requires payment of a 12.84% leasehold tax for moorages of 30 days or longer. Leasehold taxes are included in monthly moorage rates.

#### UTILITY CHARGES

1. There is no charge for water usage. Electricity prices are included in the moorage fees.
2. The Port is only responsible for electrical supply and parts up to the shore power outlets. It is recommended boats be wired to the American Boat and Yacht Council (ABYC) standards.
3. Boats in the marina must be able to remain afloat without being connected to shore power for any length of time.
4. Sewage pump out is located at the end of the main access ramp between docks C and D at no cost. This facility is maintained by the Port of Kalama, 360-673-2325.
5. A dumpster is provided at the top of the North marina entrance. Please do not dispose of fish or any other aquatic remnants in the dumpster.

## HOUSEKEEPING

1. Patron is responsible for the appearance and cleanliness of the assigned berth and area around it.
2. All boat owners, operators, crew, or guests using the Port area or its facilities for moorage or otherwise shall keep their boat, gear locker, and the pier or finger in the vicinity of their boat neat, clean, orderly, and free of vegetation. Those utilizing marina property shall obey all Port, municipal, county, state, and federal regulations and laws, and generally accepted safety standards and requirements to ensure that their actions or boat do not become a hazard to themselves or other boats or persons in the marina area.
3. No garbage, trash, oil, fuel, debris, or other material, liquid or solid, shall be deposited in the water or on land areas of the Port facilities, or on any floats or piers, except into containers specified for that purpose. Waste oils must be poured into special containers for that specific use and disposed of by owner. Do not leave oil in/at the dumpster. A waste oil depository is located at the City of Kalama's recycling center, 6300 Old Pacific Highway South (city shop).
4. No fixed or permanent fenders shall be attached to any float without the consent, expressly given in writing, of the Harbormaster. No Items including shelving, hooks, satellite dishes, etc., are to be attached to any of the marina structures. Tying boat lines to support structures is prohibited, please use the cleats provided.
5. Discharge of sewage from toilet facilities on boats into the water while in the marina area is prohibited.
6. Rowboats, skiffs, dinghies, rafts, nets, and other items of equipment shall not be stored on docks or walkways. Dock boxes may be permitted with prior approval of Harbormaster. Any of the above items or other equipment or gear left without proper storage arrangements will be in violation of the rules and regulations and subject to being abated as a nuisance.
7. **Clear access to all marina docks and walkways must be maintained at all times.**
8. **Cleaning of fish in the marina or launch ramp is strictly prohibited. Anyone caught cleaning fish in the marina will have their moorage agreement canceled immediately.**

## NOISE/LEWD BEHAVIOR

Loud, boisterous, or lewd conduct is not permitted in the marina complex and other Port areas.

## RESTROOMS

Public restrooms are available 24 hours a day at the office building next to the marina main gate.

## SUB-LEASING or RE-ASSIGNMENT OF BERTHS

1. The patron shall not assign or transfer any interest in their moorage or any interest in the berth assigned. Patron shall not use that berth for any commercial purpose without the prior written permission of the Harbormaster. Use of the berth is personal to the lessee.
2. **Marina slips are the exclusive property of the Port** and may not be purchased, sold, leased, or sub leased.
3. A person purchasing the boat from the owner will not thereby acquire right or rights to use the berth assigned in any moorage agreement. Transferring a slip is possible when a boat is sold, but the Harbormaster **must approve** the transfer in advance and meet with both parties prior to the moorage agreement being signed.
4. On Request, berths vacant while patrons are away may be rented by the Port, at the Port's discretion, but cannot interfere with tenant's use, such agreements may not exceed three consecutive months.
5. The patron may request to move or change slips, which will be added to the movement waiting list based on the date of the request. There will be a \$25.00 fee charged at the time of the move. The Port may choose to move or re-assign a boat to a different slip at its sole discretion, with no cost to the patron.
6. The patron shall not use their slip or vessel for the purposes of a vacation rental or sublease, including listing it for lease on websites such as, Craigslist, Air B-n-B, or Trip Advisor.

## PETS

1. Pets must be kept on a leash in hand and in the owner's control in all areas of the Port.
2. **Pet owners shall be responsible for the immediate cleanup of any mess made by their pet.** Noise, barking, or other disturbances by pets which annoy others will not be tolerated.

## LIVE ABOARDS

The Port does not allow live aboards in excess of 14 days. Anyone living aboard without written authorization will be subject to immediate cancellation of their moorage agreement.

## SECURITY

1. Patron, immediate family and guests only shall enter any part of the secured marina premises, except the boat launch area. A key card will be issued only to a person whose name appears on the marina agreement. Key cards are the exclusive property of the Port.
  - a. Key cards will not be given out to anyone unless they are listed on the moorage agreement and show ID.
  - b. A third key card can be requested for each slip at no additional cost. The maximum number of key cards for each slip to have activated will be four cards total.
  - c. A \$25 fee will be charged for each replacement card.

2. Patrons and guests are requested to make every effort to close the marina entrance/exit gates and restroom doors. **DO NOT PROP OPEN MARINA ENTRANCE GATES, VIOLATORS WILL HAVE THEIR MOORAGE AGREEMENTS TERMINATED IMMEDIATELY.**
3. Any observation of illegal entry, suspicious boats within the marina, or suspicious actions should be reported immediately to the Harbormaster or the Port's security service, (360) 673-2325 and the Kalama Police Department (360) 673-2165.
4. Notification should be given to the Harbormaster of any agents employed to work on or sell an owner's boat for entry to and security of the marina. Agents and workers are required to check in at the Port office prior to proceeding to the marina. Patrons will be held responsible for all actions of their agents while visiting the marina.
5. Boats may be moved by the Harbormaster for the protection of life or property and for maintenance purposes with or without advance notice or consent of owner.
6. The Port and Harbormaster will not broker or facilitate the exchange of information between patrons or non-patrons about boats or slips.

#### SAFETY

1. All boats, vehicles, property, gear, or equipment will be parked, stored, moored, or maneuvered in the Port area in a safe and orderly manner.
2. Firefighting equipment is to be used only for the purpose of fighting fires. **The use of barbeques, outdoor grills, or any open flame is strictly prohibited within the marina.**
3. Life rings and emergency ladders are to be used only in an emergency.
4. Boats which, in the opinion of the Harbormaster, do not meet normal safety standards or are hazardous to Port property or other boats or facilities will be denied permission to remain on marina property.
5. All vessels within the marina must be, "**Ready for immediate cruising at all times, in case of fire or other emergency.**" An annual readiness/safety inspection will be required.
6. Children are not permitted in the marina, unless accompanied by a parent or other responsible adult.
7. The movement of boats within the moorage area (between piers) shall be for the purpose of mooring, entering, or leaving a slip only. Speed limit within the marina is 4 MPH, or wakeless speed, whichever is slower. US Inland Navigation Rules (Rules of the Road) will apply.
8. Boats, when unattended, must be securely moored with adequate lines to cleats. No lines or bows shall cross walkways and lines must not be tied to roof supports.
9. A 2 ft. maximum overhang outside of the slips is allowed, please keep bows and anchors out of the walkway.
10. Unattended boats will not remain moored at fuel dock, the pump out station, or launch ramp.
11. Radar testing and/or operation is strictly prohibited within the marina premises.

## FUEL FACILITY / LAUNCH RAMP

1. The Port has provided a self-serve card lock fuel system located at the launch ramp.
2. Both non-ethanol unleaded and dyed diesel fuels are available. Transactions can be made using credit or debit card only. Fuel is provided by Wilcox & Flegel.
3. The fueling of a boat while in a slip from a gas can is prohibited.
4. The launching of boats is free of charge; however, a donation box is located at the top of the ramp to offset the cost of maintenance.

## ENVIRONMENTAL CONCERNS and OIL SPILLS

1. All oil, gasoline or hazardous material spills within the Port area must be reported *immediately* to the following: Cowlitz County 911 dispatch and the Harbormaster.
2. Cleanup of oil spills, including any costs incurred plus any fines levied by the US Coast Guard or other governmental agencies, will be the sole responsibility of person(s) causing the spill. There is a spill kit and emergency fuel shut off located outside of the fuel shed.
3. Cleaning solvents, propane tanks, gas cans, used oil or any other hazardous material(s) must be stored on board or in a secured locker. It is not permitted on the marina walkways.
4. Exterior hull work above the water line is prohibited. No scraping or painting of boats is allowed either in the marina or on marina premises. Please use water only when washing the exterior of the boat to ensure clean boating and the protection of our marine environment.
5. Disposal of fish or any animal remnants in the marina is strictly prohibited.

## TRANSIENT BOATERS

1. Visiting boaters may use the guest dock at the south and east banks of the marina on a first come, first served basis according to rates established by the Port, payable daily. No reservations are accepted, and no refunds will be issued. Electricity and water are available at the south guest dock. East guest dock provides electricity only. Both docks provide 30/50-amp service.
  - a. Maximum length of stay at the guest dock is 10 consecutive days. Any time spent at the transient dock must be followed by an equal or greater time away from the transient dock before returning for the next visit. Example: any 10-day stay must be followed by 10 or more days away from the dock before returning.
  - b. Rafting (double parking) is not permitted within the marina area.

## PARKING

1. The Commission may establish such reasonable traffic and parking regulations as may be required for orderly handling of motor vehicles on the Port premises, including the posting of, "No Parking," areas adjacent to entrances and exits or such other regulations as may be required. A vehicle parked in violation of any such sign or regulation will be towed away and impounded and will be released only after all charges and costs have been paid by owner.
2. No overnight camping in vehicles, tents, or otherwise is permitted anywhere on Port property.
3. The Port does not allow storage parking of any kind, including boat trailers.
4. Any vehicle parked overnight must obtain an overnight parking permit. Overnight parking permits are free and are available at the Port administrative building during business hours. Any vehicles without an overnight parking permit are subject to being towed at the owner's expense.

## SWIMMING / DIVING / WAVE RUNNERS

1. Swimming, water-skiing, and/or diving in the marina is prohibited, except for divers employed in working upon the underwater portions of vessels or employed by the Port or upon written permission of the Harbormaster.
2. Use or storage of personal watercraft (such as wave runners or jet-skis) is **strictly prohibited** within the marina. They may be launched and recovered on the boat ramp only and may use the guest dock for overnight moorage.

**The Port of Kalama appreciates each patron following the rules and regulations herein and contained in the moorage agreement. Should you have any questions, please call our office at 360-673-2325.**

**Thank you.**

**Port Management**