

THE RULES AND REGULATIONS OF THE LONGBRANCH MARINA (Eff. July 1, 2018)

The Longbranch Improvement Club (the LIC) owns and operates the Longbranch Marina, a private community marina for the moorage of recreational vessels by LIC members and short-term transient moorage available to all recreational boaters on a first-come, first-served basis.

The Longbranch Marina provides a variety of boat moorage services as follows: (A) Guest Moorage, (B) Permanent Moorage, (C) Boathouse Moorage, (D) Temporary/Winter Moorage, and (E) Dinghy-dock moorage.

A Marina Committee (with a chairman elected by the membership of the LIC) has overall responsibility for day to day operations of the Longbranch Marina. The Committee may carry out some of its duties and responsibilities through the Moorage Manager and/or the Dockmaster.

(A) Guest Moorage: Guest moorage is available at no charge for less than four hours. After four hours, and up to seventy-two hours, fees are required for moorage. For moorage over seventy-two hours, permission of the Dockmaster is required. Reservations for guest moorage are NOT accepted and space is available only on a "First Come - First Served" basis. An attempt to accommodate large groups will be made for those who contact the Dockmaster in advance. During periods of heavy use, rafting and stern-in moorage is allowed and expected. Moorage fees are posted and payment envelopes are available at or near the marina office. Guest moorage fees apply to ALL guest boats moored at Longbranch Marina. [See also **(E) Dinghy Dock Moorage**].

(B) Permanent Moorage: A limited number of open-moorage boat slips are available as permanent moorage for Qualified Regular Members of the LIC who satisfy the requirements for eligibility. [See **(B -1) Eligibility**]. An application form for permanent moorage is available from the Dockmaster, the Moorage Manager or on the LIC website.

(B -1) Eligibility: In order to qualify for permanent moorage at the Longbranch Marina, an applicant must be a Qualified Regular Member of the LIC. To be a "Qualified Regular Member" a person must have a residence in the area and attend at least three LIC monthly general membership meetings and perform at least 15 hours of volunteer service during the year [See **LIC By-Laws, Article Three**]. The eligibility of a Permanent Moorage tenant is subject to review by the LIC Marina Committee. If eligibility is breached, the tenant will be notified in writing and allowed thirty days to vacate the moorage.

(B-2) Application Process: To acquire Permanent Moorage at the Longbranch Marina, an application form including a declaration of waiver must be completed and signed by the qualified applicant and submitted to the LIC Marina Committee for review. Within thirty days after receiving the completed forms, confirmation indicating acceptance or rejection will be provided to the applicant.

An existing Permanent Moorage tenant may request a "change of boat slip" by submitting a completed application for permanent moorage form to the Marina Committee. That application form will be marked as a "Slip Change" and processed the same as any application for permanent moorage.

(B-2a) Boat Qualifications: The general dimensions of the applicant's boat must be appropriate for available permanent open-moorage slips at the Longbranch Marina, be in a seaworthy condition, and must be used exclusively for pleasure purposes while at the Longbranch Marina. The applicant must provide proof of ownership of the qualified boat, and must comply with county, state, and federal registration laws. Additionally, the applicant must provide proof of comprehensive liability insurance on their boat to the LIC [See also **(H) Insurance Requirements**].

(B-3) Acceptance for permanent moorage, waiting list, and slip assignment: When an application for permanent moorage is accepted, an open-moorage slip may not be immediately available. Therefore, an applicant's name may be placed upon a waiting list. The dates of application acceptance will determine the order of names on the list. The oldest date of acceptance will belong to the name on the top (or head) of the

waiting list, and that name will be offered the next available open-moorage slip. If an available slip will not accommodate an applicant's boat or is refused by the applicant, that slip will be offered to the next applicant's name on the waiting list, and so-on. The non-accommodated applicant, or applicants, will not lose position on the waiting list. A current waiting list will be posted at or near the marina office and in the LIC clubhouse.

The assignment and acceptance of a boat slip is established by signatures and dates of the applicant and marina moorage manager upon the application form. A new moorage tenant has thirty days from receipt of a bill to pay the moorage fees and occupy the assigned slip [See also **(G) Payment of Fees**].

The eligibility of applicant's names on the permanent moorage waiting list is reviewed annually by the marina committee [See **(B-1) Eligibility**]. If eligibility is breached, the applicant will be notified in writing and removed from the waiting list.

(B-4) General Rules for Permanent Moorage Tenants: All boats moored at the Longbranch Marina are at the owner's risk. Tenants will maintain the piers and walkways adjacent to their assigned slip in a clean and tidy manner. **Any requests for changes and/or improvements on or near the boat slips, including placement of dock boxes or similar items, or attachment of fenders and/or other mooring devices, must be submitted in writing to the Marina Committee and must be approved in writing.** If allowed, all changes and/or improvements will become the property of the LIC at the discretion of the Marina Committee.

A Permanent Moorage tenant is not allowed to sublet a boat slip. Upon the death of a permanent moorage tenant, the permanent moorage slip assignment will be transferred only to the individual who inherits the boat, providing that individual is a qualified member of the LIC and can furnish appropriate proof of inheritance. Otherwise, if eligibility is breached, the tenant's boat must be removed from the boat slip within thirty days.

Permanent moorage tenants will advise the Dockmaster of any planned vacancy of their assigned moorage slip occurring over a weekend or of longer than one week.

(B-5) Sale of Permanent Moorage Tenants' Boats If a Permanent Moorage tenant sells his/her boat, and intends to get a new boat, he/she may retain their present slip provided it is of appropriate size for the new boat. If not of appropriate size, the selling tenant must apply for a new slip in accordance with the provisions in **(B) Permanent Moorage or (D-1) Temporary Moorage** of these Rules and Regulations when the new boat is acquired. If an appropriate sized slip is not available, the new boat may be moored in guest moorage space and payments made at the member's rate. If the purchaser of a boat moored at the Longbranch Marina wants to continue moorage at the marina, he/she must apply for moorage in accordance with the provisions of these Rules and Regulations. If the buyer does not intend to apply for temporary or permanent moorage, the boat must be removed from the marina or moved to guest moorage within 14 days.

If a Permanent Moorage or Temporary Moorage tenant sells his/her boat, and does not intend to replace it, the purchaser of the boat may maintain the slip space if no waiting list exists for a similar sized slip; however, he/she must apply for moorage in accordance with the terms of these Rules and Regulations.

(C) Boathouse Moorage: All the boathouses moored at Longbranch Marina are privately owned by LIC members who have fulfilled the eligibility requirements for permanent moorage at the Longbranch Marina. Owners of boathouses moored at the Longbranch Marina are required to provide proof of ownership of their boathouse. Presently, the moorage of additional boathouses at Longbranch Marina is not allowed. Should an existing boathouse, presently moored at Longbranch Marina, become available for sale, written notice must be submitted to the LIC Marina Committee and that availability must be announced to the LIC membership in the LIC newsletter giving notice to members for at least thirty days before offering sale of the boathouse to non-members. When a boathouse is sold, the LIC Marina Committee must be informed in writing. If ownership of a boathouse is transferred as a result of inheritance, the new owner must furnish acceptable proof of inheritance to the LIC. If an LIC member acquires an existing boathouse moored at the Longbranch marina, and the member fulfills the eligibility requirements for permanent moorage at the Longbranch Marina, the boathouse can remain at its moored location. If a non-member of the LIC acquires a

boathouse presently moored at the Longbranch Marina, that boathouse must be removed from the marina within thirty days, or, the new owner will be allowed ninety days to satisfy the requirements for membership in the LIC and eligibility for permanent moorage at the Longbranch Marina. However, during that time, a monthly moorage fee will apply. Owners of boathouses moored at the Longbranch Marina must provide proof of comprehensive liability insurance to the LIC for the boathouse and any boat(s) contained therein. [See (H) Insurance Requirements:] Boathouse owners must cooperate with the LIC for scheduled inspections of boathouse interiors and exteriors. Boathouses are required to be maintained suitably and according to applicable codes so as to prevent hazardous, unsafe, and unsightly conditions and comply with lease requirements of the LIC and DNR lease.

(D-1) Temporary Moorage: Temporary moorage is allowed only if moorage space is available for time periods of less than one year. Applicants must be LIC Regular Members or Associate Members. The application procedure is similar to applying for winter moorage. For additional information or instructions, contact the Dockmaster or the Moorage Manager.

(D-2) Winter Moorage: Winter moorage is normally available from November 01 to April 01 (the dates may be modified to accommodate seasonal conditions). Dockside moorage space for winter moorage is limited. Applications for winter moorage are accepted after April 01 for the next upcoming winter moorage term. The application procedure and process is similar to applying for permanent moorage. In order to qualify for winter moorage at Longbranch Marina, an applicant must be a member of LIC [see LIC By-Laws, Article 3].

(E) Dinghy Dock Moorage: Dinghy dock moorage is available only for boats/tenders less than twelve feet LOA. Moorage at the dinghy dock is available at no charge for up to seventy-two hours for the temporary use of guest boaters displaying receipts for paid moorage. Additionally, other limited moorage at the dinghy dock is available for a fee as posted.

(F) Use of Electrical Power: Only marine-rated (30 amp. minimum) power cords in safe condition are to be used for connection to the power outlets on the docks. Power cords must not be in contact with the water at any time. The use of any non-marine rated or unsafe electrical equipment, including portable battery chargers, is not permitted.

(G) Payment of Fees: Fees for guest moorage and the use of utilities are posted at or near the marina office. Also, payment envelopes, instructions, and a deposit box are at the same location.

Other non-guest moorage fees and/or rates, including terms of payment, are established by the LIC. The LIC Treasurer provides invoicing and receives payment(s). Failure to make payments as required will result in loss of moorage and the slip will revert to the LIC for reassignment.

The LIC may exercise the rights provided by Washington state law to marina operators for nonpayment of moorage fees, including seizure and sale of the vessel.

(H) Insurance Requirements: All Permanent, Temporary and Winter Moorage tenants must procure and maintain general liability insurance covering claims for bodily injury, personal injury, or property damage arising on the tenant's property and/or arising out of the tenant's operations. Tenant must furnish evidence of insurance reflecting the following amounts: General Aggregate \$300,000.00 minimum and Each Occurrence \$300,000.00 minimum. Tenant acknowledges that these coverage requirements are the minimum limits of insurance the tenant must maintain to receive moorage at the Longbranch Marina. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the tenant from liability for losses and settlement expenses greater than these minimum amounts.

(I) General Rules for the use of the Longbranch Marina Parking Area: Users of the Longbranch Marina parking area do so at their own risk. Commercial-type vehicles and/or equipment, trailers, motor homes, and/or other self-contained vehicles are not allowed to use the parking area, except for temporary loading and unloading purposes. Camping and/or storage of any kind are not allowed.

Approved by the LIC Board of Directors July 11, 2018

(J) General Rules for the use of Longbranch Marina and Adjacent Waters: The following rules are posted at or near the marina office, and apply to all users of the Longbranch Marina. Users of the Longbranch Marina do so at their own risk. The Longbranch Improvement Club is not responsible for damage or loss due to fire, theft, or any other occurrence.

Hours of public use and restrictions or conditions thereon are posted at the marina. Commercial and/or business concessions are prohibited. Any boat for use other than pleasure will not be allowed to moor at the Longbranch Marina, except for purposes of pleasure (e.g., a charter vessel). No active commercial fishing vessel will be allowed to moor for the purpose of loading or unloading for commercial sale any seafood product at the Marina. Inactive commercial vessels are allowed temporary or permanent moorage at the Marina provided they otherwise qualify under these Rules and Regulations.

Loud and boisterous activity must be avoided between the hours of 10 p.m. and 7 a.m.

All users of the Longbranch Marina should be responsible for the use of good housekeeping habits on and around the docks. Do not discard refuse of any kind into the water or onto the docks. Refuse containers and portable toilets are provided at or near the marina. Do not discharge any sewage, toxic materials, or any similar wastes into the water or onto the docks. All maintenance work must be accomplished in accordance with current State and Federal regulations that prohibit the discharge of toxic materials into the air and water.

All pets must be kept on a hand-held leash, carried, or confined on owner's boat while at the Longbranch Marina. Authorities will be notified of any unattended animal(s). Owners of pets are responsible for the activities of their pets at the marina and marina parking area, especially the immediate proper cleanup and disposal of animal wastes.

Do not obstruct access to the permanent moorage slips. Do not use the tidal grid.

When using a water hose, use a shut-off nozzle to conserve water.

Observe the locations of fire extinguishers and posted fire regulations.

Be respectful of others; do not trespass on other boats or boathouses.

Due care must be exercised during all navigation and handling of boats. Boats must be operated safely and so as not to produce any wakes that will affect the docks and/or moored boats.

In case of emergency, any member of the LIC is authorized to take suitable action with no resulting liability upon the LIC and/or LIC members.

Any member of the LIC may appeal a rule or policy of the Longbranch Marina, or file a grievance. This must be submitted in writing to the marina committee. Upon review of the appeal or grievance, the marina committee will make a recommendation to the LIC Board of Trustees for a final resolution.