

**PORT OF POULSBO**  
**RULES, REGULATIONS AND CHARGES**  
**FOR**  
**POULSBO MARINA**

1. Use of the Poulsbo Marina is restricted to boats whose owners ("Lessees") have made prior arrangements for Berthage with the Port of Poulsbo ("Port") either by the waiting list or the want to move list. Berthage space will be assigned by the Port of Poulsbo and the Port of Poulsbo reserves the right to change Berthage locations at any time and to refuse Berthage to any boat whose owner has failed to pay Berthage charges or has failed to comply with these regulations.
2. All boat owners or operators of a boat at the Port shall promptly comply, within 7 days, to all directions issued or given by the Harbor Manager with respect to the movement of their boats or otherwise. Non-compliance with such directions or instructions shall entitle the Harbor Manager to require immediate removal of the boat from the Port area.
3. Lessee acknowledges that he has inspected the leased Berthage space and is satisfied that the berthing space is adequate for safe mooring of his boat. The Port does not accept Lessee's boat for storage and shall not be liable or responsible in any manner for its safekeeping or condition, or for the safekeeping and condition of its tackle, apparel, fixtures, equipment and/or furnishings.
4. Lessee will exercise due care in use of the leased berthing slip and will vacate the same in good condition; normal wear and tear is accepted.
5. Port shall not be liable to Lessee and Lessee hereby waives all claims and recourse against Port, including the right to contribution, for any loss, injury or damage to any person or property on or about the leased premises by or from any cause whatsoever, including any latent defects existing on or about the leased premises or any part thereof except claims arising from sole negligence of the Port, its officers, agents and employees.
6. Lessee shall indemnify, hold harmless and defend the Port, its officers, agents and employees against any and all claims, demands, damages, cost expenses or liability costs out of, either in whole or in part, whether directly, Lessee's use, operations or maintenance of the leased premises except for liability arising out of the sole negligence of the Port, its officers, agents and employees.
7. Lessee will keep boat and tackle neat and clean, in reasonable condition to meet USCG safety requirements and maintained so as not to be an eyesore. Ties and lines must be kept in good condition to prevent boat from colliding with other boats or tackle.
8. Berthage space, once assigned by the Port, may not be assigned or sublet by the boat owner.
9. Berthage lease includes only the use of the assigned Berthage space, access over the gangway and pier, and the limited use of finger pier adjacent to the boat's berth.
10. Decks and access fingers must not be obstructed by, nor used as a storage area for tools, equipment, and gear, etc.
11. The Port of Poulsbo will not be held responsible for any loss or damage to any boat moored, its tackle, gear or equipment, or any property stored on the boat or premises.
12. The Harbor Manager for protection of life or property or the proper utilization of the facility may move boats without prior notification of owner/tenant.
13. Dinghies, when unattended, shall not be stored on the floats nor restrict any free movement of other vessels.
14. Additional fender material, dock wheels or cleats may be used if approved by the Port management, and cost of installation and material will be paid by the user, but anything so installed shall become the property of the Port of Poulsbo.
15. Boats, when unattended, must be securely moored with stern, bow and spring lines. Lessee shall be authorized to moor only the one boat identified in his lease agreement with the Port in his designated berth.
16. Electricity is provided at established tariff rates which are posted in the Port office. Shore power cords shall be approved N.E.C. Marine cords.
17. The vessel owner doing any maintenance work on their boat must follow the State laws which may include but are not limited to: THE USE OF PROTECTIVE DEVICES, DROP CLOTHS, TARPS, DRAPES, AND SHROUDING, WHICH MUST BE USED TO ENSURE DEBRIS AND OTHER SOLIDS ARE COLLECTED AND MANAGED TO PREVENT THEIR RELEASE INTO THE ENVIRONMENT. THERE MUST BE NO WASTE MATERIALS ENTERING THE WATERS OF THE STATE AT ANYTIME PER WASHINGTON ADMINISTRATIVE CODE (WAC) CHAPTER 173-226.
18. Lessee will fully compensate the Port for the reasonable cost of any emergency, or other services rendered by Port personnel which the Port, in its sole discretion, deems necessary for the safekeeping or safety of Lessee's boat or other boats in the Marina, including but not limited to fire fighting, securing lines, pumping out and towing vessels, etc.
19. Extreme care must be exercised to avoid spilling petroleum products on floats or in the water around floats. Float material will dissolve when exposed to petroleum products. Gasoline storage is prohibited in locker boxes or on floats. All areas must be kept clean and free from any odor or flammable liquids.
20. All lessees shall be allowed one parking placard per family and/or slip. This placard is designed to fit behind your rear view mirror, and is easily transferred between vehicles. Those vehicles parked in authorized Port Parking only areas without a parking permit displayed from their rear view mirror will be towed at owner's expense. ALL PLACARDS SHALL BE RETURNED TO THE PORT OF POULSBO UPON TERMINATION OF THE LEASE AGREEMENT, OR LESSEE WILL BE CHARGED MOORAGE UNTIL PLACARD IS RETURNED. ALL LESSEES UNDERSTAND THE PORT OF POULSBO HAS LIMITED AUTOMOBILE PARKING FACILITIES.
21. All Lessees shall be held responsible for their guest actions within the Port of Poulsbo and the Lessee will escort all their guests within the Port of Poulsbo at all times.
22. Lessees shall comply with ALL STATE, COUNTY, FEDERAL AND MUNICIPAL REGULATIONS, LAWS & ORDINANCE WHICH INCLUDES RCW (REVISED CODE OF WASHINGTON) WAC (WASHINGTON ADMINISTRATIVE CODE). Violation of which shall be grounds for immediate termination of lease privilege. Lessees will be financially responsible for any and all fines imposed on the Port of Poulsbo for any violations of these laws and regulations.

**VIOLATION OF THE FOLLOWING REGULATIONS** by any person shall subject that person to a financial penalty imposed by the appropriate judicial authority, and thereto, may result in the offender's berthage lease being terminated by the Port of Poulsbo.

23. Discharge of sewage from toilet facilities on vessels while in the Poulsbo Marina is prohibited.
24. Garbage containers are available for lessees of the Port of Poulsbo. **NO GARBAGE FROM HOME OR BUSINESS ALLOWED**
  - A. Garbage allowed in the dumpsters is food waste and paper.
  - B. **GARBAGE NOT ALLOWED: TV, LAWNMOVERS, TIRES AND ETC.**
25. Swimming is not permitted in the Poulsbo Marina.
26. Permission of non-vessel owners and/or operators to occupy Port facilities is revocable at any time by the Harbor Manager when, in his/her discretion, such revocation is necessary to prevent or reduce any casualty or potential hazard for the Port Facilities or the occupants thereof.
27. The movement of vessels within the Port area shall be for the purpose of mooring, entering or leaving a slip only. Maximum speed limits within the Poulsbo Marina area shall be three (3) miles per hour and/ or NO WAKE.
28. Pet owners are responsible for controlling the behavior of their Pet(s), keeping them on a leash, and for cleaning up after them in a timely way and manner.
29. Excessive noise and public disturbances- The Port of Poulsbo has adopted the City of Poulsbo Noise Ordinance.
30. No lessee shall threaten or verbally abuse Employees of the Port. If the threat or oral abuse is substantiated, the tenant and vessel will be evicted from the Port immediately.
31. **NO UNAUTHORIZED LIVE-A-BOARDS.** "UNAUTHORIZED LIVE-A-BOARD" means no more than three (3) nights out of seven consecutive nights without permission of the Harbor Manager.
32. Any actions prosecutable under the PMC (POULSBO MUNICIPAL CODE), RCW (REVISED CODE of WASHINGTON) or the WAC (WASHINGTON ADMINISTRATIVE CODE) that are committed on Port property, whether prosecuted or not, will result in immediate eviction of tenant and vessel from Port property.
33. **BERTHAGE CHARGES**
  1. Reserved Berthage:
    - A. Reserved berthage for slips shall be computed on a monthly basis, which will be posted in the Port office, at the rate of \$\_\_\_\_\_ per foot on a basis of length of berth or length of boat (measured deck, not keel) whichever is greater plus State leasehold tax, payable in advance.
    - B. Reserved berthage for boat houses shall be computed on a monthly basis, which will be posted in the Port office, at the rate of \$ \_\_\_\_\_ per square foot of water surface covered plus State leasehold tax, payable in advance. Current rates will be posted in the Port office.
34. **UTILITY CHARGES**

Water, Garbage & Sewer: \$5.00 per month, per slip  
Electricity- is billed at \$0.07 a kilowatt.

  - A. The power panels are to be used by the tenant solely. If the Port finds another vessel connected to another tenant's power panel, the offenders lease will be terminated immediately.
35. **CHECK HANDLING CHARGE**
  - A. \$ 40.00 charge will be imposed on each returned NSF check to cover the costs of handling and accounting. Any account paid with a NSF check will require all future payments to be made by a cashier check or money order.