



Seattle Parks and Recreation Moorages

MOORAGE RENTAL HANDBOOK

Mailing Address:

Seattle Parks and Recreation
c/o Moorage Operations
1600 S. Dakota Street
Seattle, WA 98108

Leschi North Moorage

324 Lake Washington Blvd
Seattle, WA 98122
Phone: 206-708-4619
FAX: 206-684-4126
Leschi.moorage@seattle.gov

Leschi South Moorage

150 Lakeside Ave S
Seattle, WA 98144
Phone: 206-708-4619
FAX: 206-684-4126
Leschi.moorage@seattle.gov

Lakewood Marina

4500 Lake Washington Blvd S
Seattle, WA 98118
Phone: 206-708-4619
FAX: 206-684-4126
Lakewood.marina@seattle.gov

www.seattle.gov/parks/marinas

Emergency Contact Number: In an emergency, always call 911 and report it!

Seattle Parks and Recreation: 206-982-4583 (pager)

US Coast Guard: 206-217-6001 Spill Line: 206-217-6230

For regular service and general inquiries:

Seattle Police: (non-emergency) 206-625-5011

Seattle Harbor Patrol: (non-emergency) 206-684-4071

Seattle Fire: (non-emergency) 206-386-1400

Seattle Parks and Recreation

Moorage Rental Handbook

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SECTION 1

INTRODUCTION

Welcome to Seattle Parks and Recreation's (SPR) Moorages; Leschi North, Leschi South and Lakewood.

Thank you for choosing to stay or return to one of Seattle Parks and Recreation's moorages. Change is never easy, but we are looking forward to learning with you and servicing your boating needs on Lake Washington. If you are a new, "welcome aboard".

The Seattle Parks and Recreation Moorage Rental Handbook is a guide book to Moorage Operations. The Handbook references many of the rules and regulations established to provide a safe and environmentally friendly marina for you and others to enjoy. SPR reserves the right to modify, amend, or add rules or regulations to meet special or unusual conditions as they occur. All applicable city, county, state, and federal regulations and laws, generally accepted safety standards, and requirements apply to all users of the SPR Moorages.

Our contact information and office hours are posted on the title page and on the public bulletin boards. Please don't hesitate to call for a visit or a 'walk about'. Boating in south Lake Washington is one of our city's best kept secrets.

If you are not on our list serve, please contact us directly so we can keep you informed.

SPR= Seattle Parks and Recreation Owner= Boat Owner Moorage Rental Agreement Holder

SECTION 2

ASSIGNMENT

SPR maintains waiting lists for moorage and dry dock storage areas that are fully occupied and in demand. Waiting lists are classified according to length, beam, wet and/or dry dock storage. The waiting lists for each size and category are arranged in chronological date order by preferred slip size and location. The date starts when SPR receives appropriate application and fee, if applicable, for a specified wait list.

WAITING LISTS

1. Owners and non-Owners requesting moorage or a transfer can be placed on a waiting list:

A) Applicant must complete the appropriate application for moorage; dry or wet, which is available at the Moorage Office, and pay the current approved waiting list fees. The waiting list fee is non-refundable. Application must list all owners.

B) Applicants are responsible for keeping SPR informed of current address and contact information such as phone number and e-mail address. Changes shall be submitted to SPR in writing.

C) Renewal to the waiting list is NOT automatic. SPR will attempt to contact all waitlist applicants by the end of January each year to determine interest in remaining on the waitlist. If no contact has been made and applicant wishes to remain on the list, it is the applicant's responsibilities to contact the Moorage Office by the end of January of each year.

D) If an applicant has multiple boats, he/she can apply with applicable applications and fees to multiple waitlists.

FILLING VACANT SPACES

1. A vacancy is filled by taking the top name from the waiting list.

2. If an individual on a waiting list declines the offered space, the space is offered to the next individual on the same waiting list until the space is filled. If the waiting list is exhausted without an acceptance, SPR staff may offer the space to the first name on another waiting list.

A) An individual who declines an offered space once will remain in their position at the top of the waiting list. SPR will continue down the waiting list to assign the vacant space in a timely manner. After a second decline, the individual is removed from the waiting list.

OWNER TRANSFERS

1. A current Owner must register their name on a Owner transfer waiting list to upgrade, downgrade or move from their current space. Owners in good standing with SPR will have priority of slip vacancies as they become available.
2. In the case of a Owner transfer waiting list, a Owner may refuse the first transfer offer by SPR staff. If that Owner declines a space a second time, their name will be removed from the Owner waiting list.
3. Exchanging: A Owner may exchange a moorage space only under the following circumstances:
 - A) Owners proposing exchanges must do so in writing.
 - B) Authorized SPR staff will review exchange requests and will determine if the proposal presents any operational problems for other marina Owners or activities.
 - C) Exchanges will be approved only if the Owners involved in the exchange are in full compliance with all SPR Handbook including fees and charges.
 - E) SPR may refuse any request for an exchange of space(s) if it is concluded that the exchange is initiated to give any individual an unfair advantage over individuals on the waiting list, or if it is determined the exchange is not in the best interest of the marina, other marina Owners, or the public.

SECTION 3 MOORAGE AND STORAGE MANAGEMENT

SPR is not responsible for any loss or damage to your boat or personal property while stored at our facilities. For your protection and to enable SPR to contact you if needed, Owners are required to provide SPR with any change in address (physical and electronically) and telephone numbers.

OWNERSHIP

1. Owner is required to own the boat placed in the slip or dry dock. A boat must be titled and registered to the Owner. The Owner bears the burden of proving ownership and keeping SPR informed of any and all changes in ownership.
 - A) Primary proof of ownership documents are current Washington State Registration and/or Coast Guard Documentation.
 - B) Owners must provide SPR with a copy of their current Washington State Registration by August 31st of each year. Updated Coast Guard Documentation must be provided when it is renewed.
 - C) SPR may also accept additional proof of ownership,: bill of sale, purchase agreement, financing agreements, proof of payment of personal property taxes, copies of repair and maintenance bills, copies of invoices and receipts for the purchase of related equipment, vehicle registration, copies of fuel purchase receipts and affidavits from the Owner and/or individuals believed to have ownership interest in the item placed in the space.
2. SPR may authorize an extension if, in his or her opinion, a bona fide hardship or unusual circumstance exists which prevents the Owner from providing proof of ownership.
3. Moorage space is non-transferrable if the Owner sells or exchanges his/her boat to a new Owner. When a Boat is sold, the new owner must apply for moorage and a new slip assignment. Waitlist customers have priority for slip assignments. If a current slip Owner purchases a New Boat, Owner may retain their current slip assignment if the new Boat fits the dimensional criteria of the slip, otherwise the boat will be reassigned to a different size if available. Updated Boat information must be provided to SPR prior to new Boat arrival.

QUALIFICATION

1. Moorage
 - A) Assigned boat may not be ancillary or auxiliary boats such as dinghies, rafts, inflatable water craft, or boats that do not occupy at least 75 percent of the lineal moorage space.
 - B) Derelict or inoperable boats do not satisfy the requirements of this section.

C) Any boat found in a slip, other than the boat listed on the moorage agreement or registered with SPR as required in this section, may be subject to impound and accrue charges.

2. Seaworthiness

A) Boats moored in SPR Moorages must, at all times, be completely without hazardous conditions, seaworthy and ready for immediate cruising in Lake Washington.

B) Boats must be capable of safely maneuvering under their own power.

C) Boat hull, keel, decking, cabin and mast must be structurally sound and generally free from dry rot or other similar defects or deficiencies.

D) SPR may ask a Boat Owner to demonstrate the seaworthiness of the boat.

3. Dry Dock Storage

A) Boat must be pre-qualified by SPR staff. Based upon the information provided by the boat owner, SPR staff will review and verify that the boat type and characteristics are compatible with dry dock specifications.

B) Boat length shall not exceed 18'; single or double hull.

4. Small Boat Storage: SPR may be providing rack storage for small boats such as kayaks canoes, etc.

A) Small boats must be pre-approved by SPR staff.

B) Small boat(s) that are left on SPR property without pre-qualification and/or non-payment of fees will be declared abandoned and may be disposed according to Washington State law.

INSURANCE REQUIREMENTS

RCW 53.08.480

1. Liability insurance is to remain current and in effect at all times as a condition of this Agreement.
2. The insurance shall cover pollution, damage done to the slip, the marina, and any other boats or equipment.
3. Owner shall list the City of Seattle as an additional insured.
4. Minimum liability coverage:
 - o Boats under 26 feet, the insurance policy shall provide general liability insurance with limits of no less than \$300,000 per occurrence.
 - o Boats over 26 feet, \$500,000 per occurrence liability limits are required.
5. Owner must provide SPR a copy of the current Certificate of Insurance showing Owner's name, policy dates, and vessel liability amounts and endorsement listing City of Seattle as additional insured. If part of the coverage is an umbrella policy, Owner shall provide which part is under the umbrella. Failure to provide a copy of the current Certificate of Insurance and additional insured endorsement upon request by SPR staff may be grounds for termination of this Agreement and any and all related privileges at the SPR Lake Washington Moorages.
6. SPR will review insurance needs for small boat storage on a case by case basis.

SPACE OCCUPANCY

1. Vacant Slip

A) Owners who temporarily vacate their slips are encouraged to notify SPR staff.

2. Subleasing

A) A Owner may sublease their space for no more than six (6) months in any twelve (12) consecutive months.

B) Subleases are not valid unless the sublease form is completed and on file with the Moorage Office. A sublease agreement must include a full description of the sublease's boat, a copy of the sub lessee's current Washington State Registration Certificate and Certificate of Insurance, the sublease's physical and email addresses and telephone numbers and local emergency contacts.

C) Sublease boats shall be no longer than the permanent Owner's boat or the finger pier length, whichever is greater.

D) Sublease beam must be acceptable for the slip or space it occupies.

E) A Owner may not charge another user of the space any rent, fee, or other consideration that exceeds the amount which SPR charges the Owner.

TRANSFER OF SPACE

1. Renter shall NOT transfer or re-assign ownership of slip or dry dock space.
2. Transfer of Space Due to Dissolution of a Marriage, or Death. See SPR staff for additional information regarding documentation of Title transfer due to Dissolution of a Marriage or Death.

TERMINATION OF MOORAGE OR DRY DOCK AGREEMENT

Either the Boat Owner or SPR may terminate the agreement with 30 days written notice before the last day of the month of termination.

1. Termination by SPR

A) By SPR if the Owner violates or fails to comply with any provision of this Agreement and if Owner's failure continues (i) for more than ten (10) days following written notice from SPR for any failure to pay moorage fees or failure to provide insurance, or (ii) beyond the time reasonably specified for cure by SPR in written notice to the Owner for any default that is non-monetary in nature.

2. Voluntary Termination by the Owner: a Owner may voluntarily terminate their moorage or dry dock agreement and relinquish their moorage or storage space to SPR under the following conditions:

- A) Provide SPR written notice at least thirty (30) days prior to the end of the then current month.
- B) Return all SPR property issued to Owner during the agreement.
- C) Pay all charges owing to SPR, including but not limited to monthly fees and utility charges.

SECTION 4 DRY DOCK SPACE AND STORAGE

The Moorage Rental Handbook is applicable to dry dock storage Owners as well, but general rules and guidelines applying to this area are outlined in this section.

GENERAL USE

The Owner understands that their boat is in a harbor environment and is subject to the elements, things like birds, water conditions and weather related issues. It is the responsibility of the Owner to take reasonable care and action to protect the boat from these issues.

1. Owners who are actively using their boats are responsible for insuring that their boat is properly secured to the docks.
2. Owner with SPR approval may provide and install slings, cradles or similar apparatuses in order to secure boat onto dry dock space.
 - A) Apparatuses must be installed in such a manner that they can be easily removed by Owner
 - B) Upon termination by either party, apparatuses must be removed with little or no damage to dry dock space.
3. Personal items or ancillary equipment may be stored within the designated dry dock space.
 - A) SPR will not be held responsible for any lost or stolen equipment left on dry dock space.
 - B) Personal items or ancillary equipment found outside the designated parameters of the dry dock space will be removed at the owner's expense.
4. Fueling of boats in dry dock areas is prohibited. .

SECTION 5 USE OF MOORAGE FACILITIES

ACCESS

1. Gate keys are distributed for Owner use.
2. Owners shall NOT loan or permit a guest or another Owner to use a key to any of the gates.

CARTS

Carts are available at each access point to each dock for the transportation of supplies and gear. Cart users should return carts promptly and clean of debris to the proper storage area by the access gates.

CONDUCT

Owners, guests, and approved service providers must conduct themselves so as not to be detrimental to the safety or quiet enjoyment of the marina area by moorage users, Owners, guests, or SPR staff. Loud, boisterous, destructive, lewd, or lascivious conduct is not permitted on the SPR's premises. The SPR's Park Code has steps for enforcement of behavior on park property.

DINGHIES and ANCILLARY BOATS

Owners may not store ancillary boats, such as but not limited to dinghies, kayaks, canoes, rafts, and zodiacs on docks or finger piers, or leave unattended small boats in the water except under the following conditions:

1. Ancillary boats which are stored in the water must be registered with SPR.
 - A) The privilege to store ancillary boats in the water may be disallowed or withdrawn with seven (7) days written notice if SPR determines that it would potentially create a safety or operational problem.
2. Ancillary boats may be stored in the water with a SPR registered boat if they meet the following conditions:
 - A) An ancillary boat must have a total length equal to one (1) foot less than the assigned slip width.
 - B) An ancillary boat must fit within the designated slip area when the primary boat is present without encroachment into fairways, common areas or adjacent slips.
 - C) An ancillary boat must be secured so as not to drift out of the designated slip area.
 - D) An ancillary boat may not be stored or serviced on the docks or finger piers at any time.
 - E) The ancillary boat may not be used as a storage unit.
3. An ancillary boat shall remain in seaworthy condition at all times.

DOCK STEPS

1. Dock steps shall be allowed under the following conditions:
 - A) Dock steps shall not be used as a storage unit.
 - B) Dock steps shall not be attached to the dock or finger pier.
 - C) Owners are encouraged to remove dock steps when not in use.
 - D) SPR is NOT responsible for lost, broken or stolen dock steps.

ELECTRIC HEATERS

Heaters must comply with the all marine applicable provisions. Light bulbs, including heat bulbs, are not allowed to be used as a heat source.

FENDERS

Owners may install fender or bumper material to the docks, finger piers, or uprights. Owners will be responsible for installing and removing fenders and/or bumpers to leased slip upon termination of slip use.

FIRES

SPR prohibits open flames or fires on the docks or finger piers, including charcoal or propane barbecues, cutting torches, welders, or any burning that would constitute a fire hazard.

1. Marine grade propane or charcoal barbecues, which are permanently attached to the boat as an accessory, are allowed to be used in the fires.
2. Freestanding grills are allowed in designated areas only.

LENGTH OF BOAT

1. A boat must be secured so as not to extend into the fairway beyond the finger pier or piling. Slips with finger piers with pilings on the ends may overhang two (2) feet. Slips with finger piers without pilings are allowed two (2) feet of overhang beyond the end of the finger pier.
2. No portion of a boat or equipment attached to the boat, including the anchor, may extend into the main walkway area.
3. Boats which are side tied or moored at dock ends must be secured so they remain within their designated space. Allowable overhang in these areas is at the discretion of SPR.

UTILITIES

1. Water: SPR supplies water to the Owners on the docks free of charge. SPR does not supply hoses. Hoses are to be safely coiled or hung on dock pedestals where provided.
2. Electricity: Owners pay a base rate based on metered usage at the current rate charged by Seattle City Light.
 - A) All cords and plugs must be labeled as "UL Approved" and properly sized for the connected electrical service at the shore power pedestal. Adapters may not be plugged into the receptacles in the dock power pedestals.
 - B) All Shore power cords must be molded, marine grade (usually yellow in color) and in good condition (no signs of corrosion, discoloration, or abnormal wear).
 - C) Cords should be of sufficient length to reach from the shore power pedestal to the boat receptacles.
 - D) Splitters are not allowed at the shore power pedestal to connect higher shore power electrical service to multiple shore power cords.
 - E) The use of 110-volt lights in the bilge for heat is strictly forbidden.
3. Garbage/Recycling/Compost Waste Disposal: SPR provides facilities for proper disposal of garbage, recycling and compost. Disposal of any inappropriate waste or unauthorized use of SPR waste facilities may be considered illegal.
 - A) Garbage, Recycling and Compost containers are available near entrances to the docks. Users must not move garbage and recycling containers. Carefully dispose of garbage, recycling and compost in appropriate containers. All containers are clearly marked for appropriate items for each container.
 - B) Household and/or business wastes are not to be disposed of in SPR waste containers.
 - C) It is illegal to dispose of fuel, waste oil, used oil filters, wastes which leak oil, antifreeze, transmission fluid, paints, solvents, varnish, batteries, wet shop rags, bilge water or any hazardous waste in garbage or recycle containers.

MOORAGE LINES

Boaters must moor boats securely with stern, bow, and spring lines. Owners should use the appropriate number of lines to prevent excess movement. Lines must be of appropriate marine grade, and in good repair.

OBSTRUCTING DOCKS, OVERHEADS and WALKWAYS

1. Owners may not use docks or finger piers as a storage area for tools, paint, petroleum products, dinghies and ancillary boats, fishing equipment or any other type of equipment or materials.
2. Owners must remove all paper, litter and debris from the immediate area of their boats.
3. The use of uprights or overhead areas for hanging or storing personal items is prohibited.
4. After Owner has been notified of obstructing items, SPR can move the obstruction within seven (7) days and dispose of the item with no further notice after thirty (30) days.

PETS

Pets must be on a leash or carried while on SPR property. Pet feces must be cleaned up immediately by the owner and disposed of in an appropriate waste container. Feces may not be disposed of in the water. Pets are not allowed to swim within the confines of the moorage.

SCUBA DIVING and SWIMMING

1. Scuba diving is only authorized if the diving is necessary for SPR purposes or for work on a Owner's boat. Recreational scuba diving within the moorage is prohibited.
2. SPR prohibits swimming within the breakwater.

SIGNS AND ADVERTISING

1. SPR prohibits distributing or placing any fliers, handbills, brochures or other written material of any kind anywhere within SPR including on boats and vehicles.
2. Owners may post notices on the bulletin board located inside the access gates. They will be removed three (3) weeks after posting.
3. Notices placed on the public information board outside of the access gates will be removed two (2) weeks after posting.

SPEED LIMIT

Boat speed limit within the breakwater is dead slow at no wake speed. Boat movement within the breakwater must be only for mooring, entering or leaving a moorage space.

1. Boat owners are responsible for any damage the Owner's boat wake causes to SPR property or other boats and/or property within the moorage.

SECTION 6 BEST MANAGEMENT PRACTICES

SPR, at Leschi North and South Moorages as well as Lakewood Marina, is committed to preserving and enhancing the environment in and around the moorages and the shoreline of Lake Washington. SPR has pledged to take steps in 2016 to educate all moorage Owners and customers as to how we all can contribute to our clean moorages and be stewards of our environment.

Best Management Practices (BMPs) are intended to be practical and affordable actions that can reduce pollution at the source. Source control measures avoid more expensive technological requirements being placed on SPR and SPR users by regulatory agencies. The City of Seattle is committed to preserving the surrounding environment by implementing Best Management Practices in accordance with the guidelines issued by the Washington State Department of Ecology and the requirements of the Federal Clean Water Act.

www.ecy.wa.gov Copies of the BMPs are available at the Moorage office.

COMMERCIAL ACTIVITY

Commercial contractors and divers must comply with Section 13 of the SPR Handbook and must review and understand SPRs Best Management Practices for repair and maintenance on SPR property and Lake Washington.

1. Boat hulls with anti-fouling paint may not be scrubbed or cleaned in the moorage by divers. There are approved haul-out facilities for that purpose.
2. Divers are not allowed to leave any sort of material in the water including film, debris or zinc.
3. Contractors must dispose of their own waste off site.
4. No more than 25% of the boat can be in repair

ENGINES AND BILGES

1. Absolutely no oil, fuel, or anti-freeze is to be discharged into the moorage. Use absorbent pads to soak up oil and fuel in bilges.

2. Do not pump bilge water into the moorage or any water; fresh or salt water.

3. Never drain oil, antifreeze or other liquids into the bilge.

A) Use pumps to drain engine oil directly. Recycle all waste oil and antifreeze at designated sites on shore, NOT in waste containers located at the moorages.

4. Do not dispose of fuel, oil, filters, or absorbent pads in the dumpsters. They are considered hazardous material and require disposal in designated hazardous waste facilities.

5. Do not use detergents or soaps to clean up fuel and oil spills.

A) While enzyme-based cleaners are 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. The discharge of emulsified oil is a violation of state law. Use absorbent pads.

6. 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)

7. Fines for discharging oil from a bilge can amount to as much as \$20,000 per day per violation.

A) Report both oil and fuel spills immediately. If you cause a spill, stop it at the source and start to clean it up immediately.

i) SPR Moorage Operations 206-708-4619

ii) Washington State's hotline at 1(800) OILS-911 {1-800- 645-7911} Department of Ecology

iii) US Coast Guard Washinbgton Response Center 206-217-6001 Spill Line: 206-217-3230

B) Do not pour liquid detergent onto the spill; this is illegal, makes recovery impossible and makes the spill worse under the surface.

C) Do not hose down accidental fuel spills. Use absorbent pads.

SEWAGE

1. Do not discharge sewage directly overboard. Discharging within three (3) miles of ANY coast is illegal. Discharging your sewage anywhere in the Puget Sound is illegal and carries a fine of \$2,000 per incident.

2. Y-valves must be safety wired to ensure sewage flows into holding tank only.

3. Store sewage in holding tanks and dispose of the waster properly at a pump-out station. Mobile pump out companies are available to pump out your boat at the moorage.

4. Gray Water: Minimize detergent usage in on-board sinks and showers, use shore side facilities whenever possible.

BOAT CLEANING

1. If cleaners are used, no visible suds or discoloration of the water are permitted.

2. Scrub and rinse your boat often. A quick rinse after each outing reduces the need to scrub top-side with harsh cleaners. Use small amounts of phosphate-free and biodegradable soaps. Otherwise, use alternatives such as baking soda and vinegar as all-purpose cleaners.

SURFACE PREPARATION and REFINISHING

1. Contact the Moorage Office prior to beginning a maintenance project to get the latest information regarding in-water maintenance.

2. Painting and refinishing of boats (when in the water) is limited to minor touch ups. All work must be contained. Major work which involves more than 25% of the boats above water surface areas must occur on land, off site.

A) Tarps must be used to capture spilled paint or airborne particles. Any discharge to moorage water is a potential violation of state and federal law. Airborne particles may damage adjacent boats. The open water area between the hull and the dock must be tarped during rail or hull work.

- B) Work from a float or small boat is discouraged.
- C) Use of paint, thinners, varnish on the dock is limited to containers of one (1) gallon in size or smaller.
- D) All paint mixing must be done on the shore, not the dock or the deck of the boat. Paint cans should be placed inside some type of secondary containment that will catch spills. A five gallon plastic bucket works well for this purpose.
- E) Spray painting is not allowed while boats are in the water.
- F) Do not dispose of paint or solvents in the SPR dumpsters or any SPR container. Take ALL materials and waste to an off-site disposal facility, because some products may require hazardous waste disposal.

HAZARDOUS WASTE

All hazardous waste must be disposed of properly. No commercial wastes are acceptable.

1. Do not dispose of the following in the dumpsters or leave on the dock:
 - A) Fuel, used oil, used oil filters, antifreeze or transmission fluid
 - B) Paints, solvents or varnish
 - C) Batteries
 - D) Wet shop rags
 - E) Zincs
2. Buy only the amount of materials you need. Take excess paints and chemicals home or dispose of them at the hazardous waste facility. **Do not discard these materials in the sewer or storm drains.**

SECTION 7

FIRE PROTECTION REGULATIONS

To ensure that all possible and reasonable efforts are being applied to the prevention of moorage fires, it is necessary to establish required standards and practices through regulation. The promulgation of these regulations is, therefore, for the purpose of creating Owner awareness of fire safety practices and compliance with fire prevention regulations. The regulations are in compliance with the National Fire Code.

ELECTRICAL CORDS

Failure to comply with this section may result in the discontinuation of power service. Continued violations may result in power being disconnected. The use of adapters is for temporary on site use on the Boat.

The cord which transfers the electricity to the boat must comply with the following:

1. Cords should be equipped with a locking ring so as to securely fasten to the dock receptacle.
2. All cords must be professionally manufactured and specified for marine use.
3. Cord size must be appropriate for the level of service, including a minimum of ten (10) gauge wire and SJ or SO rated insulation.
4. Cords must be a single, continuous molded unit from the power pedestal to the boat. Marine grade, approved adapters and connectors will be allowed at boat end only. Replacement ends are not compatible with marine environment situations and are not advised. There should never be exposed wire or must be sealed and equipped with locking rings.
5. Cords should not enter through doors or windows. If a boat does not have a shore power receptacle and the cord is used to power an appliance within the cabin, entry that is not abrasive to the cord must be provided (i.e. a grommet hole installed on the cabin or engine compartment bulkhead).
6. Cords must be coiled or stored on the docks to avoid a trip hazard.

HEATERS

1. Portable heaters must have a tip-over switch and thermal cut out.
2. Heaters must be set at the lowest setting and portable heaters placed in an area free of combustibles.

3. Heaters with exposed heating elements are prohibited.
4. SPR recommends the use of dehumidifiers for moisture removal and winterization to prevent freezing.

LAMPS

1. The use of heat lamps is prohibited.
2. The use of “clip on lamps” is prohibited while the boat is unattended.
3. Lamps must be away from combustibles and properly secured so that there is no possibility the lamp can tip over or fall as a result of boat movement.

BILGE COMPARTMENTS

1. Use of portable heaters or lamps in an enclosed bilge compartment is prohibited.
2. Bilges must be free of oil and fuel.

STORAGE ON BOATS and DOCKS

1. All hoses, lines and cords must be stowed so as not to interfere with firefighting.
2. Highly combustible items such as starter fluids, paint and thinners should not be stored on the boat or docks.
3. Storing any gear whatsoever on the docks is prohibited. All walkways must be free of all obstruction, including dinghies and coiled hoses.

STORAGE OF FLAMMABLE MATERIALS

1. Storage of flammable materials in large quantities and/or storage of flammable materials not required in the ordinary operation of a boat are prohibited. Flammable materials required in the ordinary operation of a boat must be stored in approved containers.
2. SPR prohibits storing fuel, flammable materials, dangerous materials or substances, toxic materials or substances with a noxious odor, or any other substance or item which would disturb or bother Owners or non-Owners. SPR has the authority to remove anything from any boat without notice to the Owner or non-Owner, SPR staff determines removal of the items protects the safety and well-being of any person or property. Owner will be promptly notified of any action by SPR.

FUELING BOATS

Fueling boats within the moorage or dry dock storage areas is prohibited.

SECTION 8 LIVING ABOARD

Permission to live aboard a vessel moored at a SPR moorage is a privilege. In addition to the written Agreement between a Boat Owner and SPR for rental of moorage space, an additional agreement must be completed. The terms of the written Live Aboard agreement are between the Live Aboard Owner and SPR. The privilege is subject to immediate termination if it ever proves unworkable or otherwise undesirable. SPR has no plans to increase the number of Live Aboard Owners at this time.

SECTION 9 PAYMENTS FOR MOORAGE and STORAGE

DUE DATE

Payment for moorage, dry dock storage, electricity, and other charges are due on or before the 5th of every month. Payments may be accepted for Quarterly and Semi-annual fees with the following discount:

Quarterly discount = 3%

Bi-Annual discount = 5%

1. Quarterly and bi-annually payments must be approved in advance prior to each quarter or ½ year. Slip fees must be up to date before changing a fee schedule.

DATE OF CLOSING BOOKS

The monthly charges for Owners, including moorage or dry dock storage for the following month, electricity for the previous month is determined as of the last day of each month.

MOORAGE PAYMENT OPTIONS

Payment can be accepted in the Moorage Office during office hours. Please call ahead to confirm staffing.
In person: The SPR office will accept cash (exact amount) or check. A receipt will be provided upon request.

By mail in check form: Seattle Parks and Recreation
Moorage Operations
1600 S. Dakota St.
Seattle, WA 98108

LATE FEE / NSF

Any charge remaining unpaid for a period of thirty (30) calendar days after the invoice due date is delinquent and will be assessed a late fee of 1.5% per month on the overdue amount or a \$5.00 flat fee, whichever is greater. A \$40.00 fee will be charged on returned check payments.

SECTION 10 PARKING MANAGEMENT

PARKING AUTHORITY

Permission to park your vehicle at a Moorage Parking Only is a privilege granted by SPR.

DESIGNATED PARKING AREAS

SPR has designated areas throughout the parking lot to accommodate a variety of users.

1. Permit must be prominently displayed on the front windshield to park in designated Permit Only areas.
2. ADA Accessible Parking: There are designated parking spaces throughout the moorage parking lots for persons with appropriately displayed accessibility permits, disabled placard, tabs, or plates. Vehicles parking without accessibility permits, disabled placard, tabs, or plates may be impounded and/or issued a citation by Seattle Police Department.
3. Changes in designated parking areas as outlined above may be implemented by SPR to meet the needs and conditions of programs, projects, and events.

PARKING PERMITS

1. Issuance and Renewal: Parking permits will be issued by SPR.

A) All outstanding charges must be satisfactorily settled before a parking permit may be issued, reissued, or renewed.

B) Boat registration and insurance must be current before a parking permit will be issued.

2. Right to Refuse or Recall: SPR reserves the right to refuse the issuance of a parking permit or recall an existing parking permit. The basis for refusal or recall may include, but is not limited to:

A) Falsified documentation or information provided

B) Non-payment of fees

C) When Owner has violated these rules and regulations.

D) When previous Parking violations have occurred

- E) When the purpose for the permit changes or no longer exists
- F) Counterfeiting or altering permit

VEHICLES EXEMPT from PARKING PERMIT REQUIREMENTS

The following vehicles are exempt from SPR Parking permit requirements: SPRs vehicles, public safety and emergency vehicles performing the services and functions of their office, government and school vehicles/buses on official business, commercial delivery vehicles that are used for deliveries of materials and supplies to SPR, tow vehicles, media and other vehicles as authorized by appropriate SPR staff.

PARKING ENFORCEMENT

Seattle Police Department and their officers have primary responsibility for Parking Enforcement and tracking.

1. Regulatory Signs and Barricades

- A) SPR staff installs and maintains signs and barricades that meet the purposes of SPR
- B) No unauthorized person shall remove, move, deface or in any way change a traffic or parking sign or barricade.
- C) Operators of motorized vehicles shall obey all regulatory and directional signs.
- D) Operators of motorized vehicles shall respond positively to instructions by SPR staff

2. Issuance of Notices and Towing Authority

The Seattle Police may issue warning notices, as appropriate, to maintain the rules and regulations of the parking program. Seattle Police may tow or issue a citation for violation of any and all rules and regulations.

3. Vehicle Impoundment or Citation: Vehicles may be impounded by the City of Seattle for violations which include but are not limited to:

- A) Parking in restricted Parking spaces
- B) Parking without accessibility permit or disabled designation in Accessible Parking spots
- C) Parking in a fire zone
- D) Impeding the flow of traffic
- E) Violating posted signage
- F) Vehicle poses an immediate threat to public health or safety

Owners of impounded vehicles shall be responsible for any and all impound fees. The City of Seattle, SPR, its officers, employees and agents shall not be liable for loss or damage of any kind resulting from such impound.

STORAGE OF VEHICLES AND/OR OVERNIGHT PARKING

- 1. Overnight Parking with Owner Permit prominently displayed is allowed in Owner Parking area only.
- 2. Vehicles without permits may not park for more than 2 hours in designated areas.
- 3. Motor vehicles are not allowed to display "For Sale" signs while parked overnight.

LIABILITY

City of Seattle assumes no liability for personal property, trailers or motor vehicles parked or left on any property owned, operated or leased by SPR.

SECTION 11 PROPERTY IMPOUND

IMPOUND AUTHORIZATION

Seattle Harbor Code 16.36

- 1. SPR is authorized to take reasonable measures to secure boats so that the boats are in the control of SPR and cannot be removed from the SPR Moorage.
- 2. Boats may be secured under the following circumstances:

A) Owner or guest is delinquent in the payment of moorage, dry dock storage, or other SPR charges of three (3) months or more.

B) A boat not registered to the Owner or documented with a valid sublease is moored at the SPR Moorage.

C) A boat is using moorage or dry dock storage without the authority of SPR.

D) A boat is using moorage or dry dock storage after authority to do so has expired or is being used in violation of the authority granted by SPR.

E) Owner or guest is in violation of SPR Agreement and Handbook.

2. The owner of any boat that has been secured may be charged an impound fee \$100 in addition to the moorage or dry dock storage for the time the boat is secured. Haul out fees may apply if the boat must be removed from the water.

3. A secured boat must remain secured until appropriate documentation is provided and all fees and charges are paid.

4. If any individual claiming to be the owner of a boat secured pursuant to this section disagrees with SPR staff's decision to secure the boat, the individual must request a meeting with the SPR Moorage Operator to present documentation that SPR staff's decision is incorrect

PUBLIC SALE OF ABANDONED BOATS

RCW 53.08.320

1. This procedure may be used if the owner mooring or storing a boat at an SPR facility fails, after being notified that charges are owed. Notification shall be by certified mail, return receipt, to the owner at his last known address. At the time of securing the boat, SPR shall attach a readily visible notice to the boat. The notice shall be of a reasonable size and shall contain the following information:

A) The date and time the notice was attached.

B) A statement that if the account is not paid in full within ninety (90) days from the time the notice is attached, the boat may be impounded and sold at public auction to satisfy SPR charges.

C) The address and telephone number where additional information may be obtained concerning the release of the boat.

2. After a boat is secured, SPR staff will make a reasonable effort to notify the owner by certified mail, return receipt, in order to give the owner the information contained in the notice.

3. SPR may move moored boats for storage if, in the opinion of the SPR staff, the boat is a nuisance, is in danger of sinking or creating other damage, or is owing SPR charges. Costs of any such procedure shall be paid by the boat owner.

4. If the boat is secured or moved ashore, the boat owner who is obligated to SPR for the charges may regain possession of the boat by:

A) Making payment to SPR of all SPR charges.

B) Making arrangements satisfactory with SPR for the immediate removal of the boat from the moorage facility or other authorized moorage.

5. If a boat moored or stored at SPR is abandoned, SPR may authorize the public sale of the boat to the highest and best bidder for cash.

SECTION 12 ACCOUNT TERMINATION

If SPR determines that a Owner is violating the SPR Agreement or Handbook, SPR will send a notice to such Owner by certified mail, return receipt, stating the violation(s). The notice includes an invitation for the Owner to request a meeting with the SPR Moorage Operator within ten (10) business days of the notice unless the Moorage Operator and Owner mutually agree to a later date. Any notices mailed to the Owner by certified mail, return receipt, are deemed to have been delivered on the second business day. SPR will also send a second copy of the notice by first-class mail.

1. Failure to respond within ten (10) business days from the mailing date of the notice may result in termination.

2. If a meeting is requested and after the meeting the Moorage Operator believes a violation of regulations exists or did exist, the Moorage Operator may serve notice of termination.
3. The notice of termination will state a specific date of termination and will state that if the Owner wishes to appeal the Moorage Operator's decision to SPR's Manager of Golf, Tennis and Moorages, the Owner must file a written appeal with the Director within ten (10) business days of the notice. The appeal must include reasons why the Owner believes they are not in violation of the rule or regulation in the Agreement and/or Handbook.
4. When the Manager receives an appeal, the Manager will notify the Owner in writing of his/her decision within ten (10) business days. The Owner may appeal the Manager's decision to SPR's Director of Regional Parks and Strategic Outreach.

SECTION 13 COMMERCIAL WORK ON PARKS PROPERTY

REQUIREMENTS

Businesses and/or individuals performing activities for boaters on SPR property for fees are required to:

1. Provide SPR with a Certificate of Insurance showing General Liability Insurance in an amount not less than \$1,000,000 per occurrence. Insurance certificate shall list the City of Seattle as additional insured. Insurance shall be provided by an insurance company with an A.M. Best rating of A- or better. Insurance shall be maintained and documentation shall be provided to SPR annually.
2. Execute a City of Seattle-approved Hold Harmless Agreement.
3. Maintain the appropriate City business license.
4. Follow all local, county, state and federal requirements appropriate to their business of maritime boat repair and maintenance.

ACCESS

The vendor/contractor will be provided access to the moorage and Owner's boat by way of the office or Owner. It is understood that the commercial vendor has received and understood all applicable guidelines in the SPR Agreement and Handbook.

ENFORCEMENT

Those businesses who do not comply with SPR Handbook may be prohibited from conducting business on SPR property