



# **MARINA RULES and REGULATIONS**

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## **DEFINITIONS**

PORT AREA as used in these regulations shall mean “those areas within the marina including water, land, air space above, and all buildings.”

PORT shall mean “Port of Kalama.”

HARBOR MASTER 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. Office hours are Monday thru Friday, 8:00 a.m. to 5:00 p.m. The office is closed weekends and holidays.
2. Registration of boats and payment of moorage charges will be done at the marina office in accordance with the current Marina Rules and Regulations.
3. All boats or vehicles using facilities or space within the Port area will be subject to all of the charges, rules, and conditions as prescribed 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 more than one month must enter into a moorage agreement with the Port if permanent 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. 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, and 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.
5. No unauthorized persons are permitted in areas specifically posted as being reserved for use by special categories of persons or as work areas.
6. No commercial use of facilities in the Port area will be allowed without prior written permission of the Harbor Master. The requirements and conditions for such permission shall be as prescribed in separate instructions as issued from time to time by the Commission.
7. The Port reserves the right to inspect any of the rented or leased 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.
8. 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.
9. In the event tenant does not pay the fees and/or other charges which are accrued in favor of the Port, or tenant otherwise violates the provisions, the Port may, without any advance notice, take possession of 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 tenant's address (unless the violations recited in the notice have been cured within that time), terminate the tenant'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, tenant agrees to pay to the Port, in addition to the balance due, a reasonable sum for the Port's expenses and attorney's fees.

10. The Port does not accept tenant'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 tenant 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 lessee and accepted by lessee in its present condition. Lessee shall keep such premises neat, clean, orderly, and free from all flammable substances.

11. Tenants terminating moorage must give the Port 30 days advance notice. Moorage will be charged until such written notice is received.

12. Signatures of tenant on moorage agreements shall constitute applicant's admission of their familiarity with these rules and regulations and agreement to comply with same, but moorage tenants and occupants on marina property shall be bound by said rules and regulations whether or not they have signed such moorage agreement.

13. Nothing in this agreement shall be deemed to create a relationship between Port and lessee other than that of lessor and lessee. In particular, this agreement shall not create a landlord/tenant relationship between the Port and lessee.

14. Lessee 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.

## **BERTH CHARGES**

1. Boat owners 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. Transient boaters will pay daily according to rates established by the Port.

## **LEASEHOLD TAXES**

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

## **UTILITY CHARGES**

1. There is no charge for water usage.
2. A free sewage pump out is located at the end of the main access ramp between floats C and D. This facility is maintained by Columbia Marine Services, (360) 425-0718.
3. 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.

## **NOISE/LEWD BEHAVIOR**

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

## HOUSEKEEPING

1. Lessee is responsible for the appearance and cleanliness of the assigned berth.
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 shipshape. 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 at/in 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 Harbor Master.
5. Discharge of sewage from toilet facilities on boats into the water while in the marina area is prohibited. Boat owners may be required to seal or render inoperable all on-board toilet facilities if permission for living aboard is granted.
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 Harbor Master. 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 is strictly prohibited. Anyone caught cleaning fish in the marina will have their moorage agreement cancelled immediately.**

## RESTROOMS / SHOWERS

1. Public restrooms are available 24 hours a day at the Administration building.
2. Showers are located within walking distance at the Marine Park and Louis Rasmussen Park.

## SUB-LEASING or RE-ASSIGNMENT OF BERTHS

1. The lessee shall not assign or transfer any interest in their moorage or any interest in the berth assigned. Lessee shall not use that berth for any commercial purpose without the prior written permission of the Harbor Master. Use of the berth is personal to lessee, and a person purchasing the boat from owner will not thereby acquire right or rights to use the berth assigned in any moorage agreement without the prior written consent of the Harbor Master. Marina slips are the exclusive property of the Port and may not be purchased or sold.
2. Boats may be moved by the Harbor Master for the protection of life or property with or without advance notice to or consent of owner.
3. Berths vacant while tenants are cruising may be rented by the Port, but cannot interfere with tenant's use.

## PETS

1. **Pets must be kept on a leash in all public areas of the Port.**
2. **Pet owners shall be responsible for timely cleanup of any mess made by their pet.** Noise, barking, or other

disturbances by pets which annoy others will not be tolerated.

## LIVE ABOARDS

1. **The Port no longer accepts new live aboards.** The prime interest of the Port for previously permitting live aboards was in the area of night security. All such live aboards are requested to exercise watchfulness for problems. Anyone living aboard without authorization will be subject to immediate cancellation of their existing moorage agreement.
2. The number of persons living aboard will not exceed two adults. No children or pets are allowed.
3. Living aboard boats for periods in excess of 14 days is prohibited, except by special permission from the Harbor Master.
4. Live aboards may be required to seal or render inoperable all on-board toilet facilities.

## SECURITY

1. Lessee, immediate family, and guests only shall enter any part of the secured marina premises, except boat launch area. A gate code will be issued only to the person whose name appears on the marina agreement.
2. Lessee and guests are requested to exert every effort to close marina entrance/exit gates and restroom doors. PLEASE DO NOT PROP OPEN MARINA ENTRANCE GATES.
3. Any observation of illegal entry, suspicious boats within the marina, or suspicious actions should be reported immediately to the Harbor Master and the Kalama Police Department (673-2165).
4. Notification should be given the Harbor Master of any persons employed to work on owner's boat for entry to and security of the marina. Visitors and workers are requested to check in at the marina office prior to proceeding to the marina.
5. Boats may be moved by the Harbor Master for the protection of life or property with or without advance notice to or consent of owner.

## 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. Fire fighting 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** by a condition of the Port's insurance carrier.
3. Life rings are to be used only in an extreme emergency.
4. Boats which, in the opinion of the Harbor Master, 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 in case of fire or other emergency."
6. Children under 12 years of age are not permitted on piers 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. No random sailing or cruising by motor vessels of any kind will be permitted. Speed limit within the marina is 4 MPH, or wakeless speed, whichever is slower. US Inland Rules of the Road will apply.
8. Boats, when unattended, must be securely moored with adequate lines to cleats. No lines shall cross walkways and lines must not be tied to roof supports.

9. Unattended boats will not remain moored at fuel dock, pump out, or work float.
10. **Radar testing and/or operation is strictly prohibited within the marina premises.**

## **FUEL FACILITY / LAUNCH RAMP**

1. The Port has provided a card lock fuel system located at the launch ramp.
2. Both unleaded (87 octane) and diesel fuels are available. Fuel business terms are credit or debit transactions only. Fuel is provided by Wilcox & Flegel.
4. **Fueling of boats at slips from gas cans is prohibited.** The fuel dock is for your convenience.
5. 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: 911 emergency dispatch and the Harbor Master.
2. Cleanup of oil spills, including any cost 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.
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 (NOT on walkways).
4. Substantial exterior hull work above the water line is prohibited. No washing or painting of boats is allowed either in the marina or on marina premises. Please use common-sense procedures to ensure clean boating and the protection of our marine heritage.
5. **Disposal of fish remnants in the marina is strictly prohibited.**

## **TRANSIENT BOATERS**

1. Visiting boaters may use the guest dock at the south end of the marina on a first come, first served basis according to rates established by the Port, payable on a daily basis. NO reservations are accepted and there is no electricity or water available at the guest dock. Maximum length of stay at the guest dock is 10 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.
2. Rafting 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, and 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. The vehicle parking areas are to be used only for vehicular parking in connection with the use of the marina facilities.
3. No overnight camping in vehicles, tents, or otherwise is permitted anywhere on Port property.
4. The Port does not allow long term parking of any kind, including boat trailers.

## **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 Harbor Master.
2. Use of personal water craft (such as wave runners) is **strictly prohibited** within the marina.

**The Port of Kalama appreciates each patron following the rules and regulations herein.**

**Thank you.**

**Port Management**