

Beachcrest Community Association Marina Policies Final Policy – Adopted July 11, 2012

The following Marina Policies were established in 1978, amended in 1987, 1994, 1998 and 2012.

The Beachcrest Marina (Marina) is maintained for the sole use and benefit of Beachcrest Community Association resident members. The Marina consists of the secured floating dock area, related bulkhead, storage container and the mooring buoys located north of the beach road running from the west cabana to the Marina.

1. Slip assignments:

- A. Slips may be assigned on an annual or monthly contract basis. Annual contracts give the slip user the primary use of an assigned slip for a period of 12-months from the date of the contract. Monthly slip assignments are made for the interim use of a slip that is temporarily not being used by the annual slip user, or for slips that are unassigned. The Marina Manager makes all slip assignments. (See Marina Manager duties below.)

Annual slip users should notify the Marina Manager if they do not intend to occupy their slips for 30 or more consecutive days. This may allow the Marina Manager to authorize other resident members to temporarily use the unoccupied slips during the period of non-use. Such temporary use by another resident member will not result in loss or reassignment of the slip. Annual slip users who have not occupied their slip for 30 or more consecutive days should notify the Marina Manager at least one week before reoccupying their slip if they want to be assured of having their slip available by a specific date and time.

- B. Marina slips shall be issued on a first come basis to resident members only. For the purposes of Marina usage, resident members are defined as the person or persons to whom the property assessment bills are sent as shown in the Beachcrest records for assessments, and whose primary residence is within the Beachcrest Community.
- C. A waiting list will be maintained by the Marina Manager (see duties of Marina Manager below).
- D. If a slip user sells his/her property, the slip cannot be transferred to the new owner. New resident members may sign up for a slip by contacting the Marina Manager, and the new resident will be added to any existing waiting list for a slip.
- E. Slip users may not rent their slip to another party.
- F. Slip assignments are made on the basis of the resident member's primary residence. No resident members may use or occupy two or more Marina slips, unless there is no waiting list. If a second slip is granted, that second slip will come up for renewal annually and will be forfeited if a waiting list has developed. Resident members who are assigned two or more slips are responsible for all fees associated with assigned slips.
- G. Slip assignments will automatically renew for the same term at the end of the initial agreement period.
- H. Slip users must notify the Marina Manager when they are permanently vacating their slips, and slip users continue to be responsible for all charges until such notification is made. Removal of a vessel does not constitute notification.
2. Mooring Buoys: The buoys are available for all resident members and their guests on first come basis regardless of whether or not they have current moorage in the Marina.

3. Moorage and Marina Rules:

- A. All slip users agree to abide by the Washington State Boating Regulations, and they are responsible for ensuring that their guests abide by these regulations.
(<http://boat.wa.gov/regulations.asp>)
- B. All boats occupying slips or using the mooring area must be currently registered with a state or be documented with the United States Coast Guard in the name of the Beachcrest resident member to whom the slip is assigned. Before a slip may be assigned to a resident member, a copy of the registration documents must be provided to the Marina Manager. Slips users must appropriately display current boat registration documentation on the vessel, if required by law, and failure to do so will result in loss of Marina privileges.
- C. Each person who has a boat in the Marina is responsible for securing the boat and all equipment.
- D. Boats will normally be docked stern in to the dock so that no part of the boat will overhang the dock and obstruct passage.
- E. If a security system is installed on the boat, the slip user is responsible for coordinating with the Marina Manager on what action should be taken if the system alarm sounds. Furthermore, the slip user must make sure that the system does not become a disturbance for residents near the Marina or using the beach area.
- F. If the boat is connected to the Marina electrical system, only marine-approved battery chargers will be used. A set fee for long-term (one month or more) electricity use will be added to the moorage bill of the slip user whose boat is connected to the electrical system. The fee may vary depending on type of long-term use (i.e., heater vs. light over the winter).
- G. All slip users must sign the attached moorage agreement and return it to the Marina Manager before slip assignments can be made.
- H. Slip users are to occupy their assigned slip only. Changes to assigned slips must be made through the Marina Manager.
- I. Boats using the dock facilities must fit within one slip, including fenders, overhangs and room for some movement of the boats. Slips are 9 feet wide by 30 feet long. Boats moored at the Marina prior to adoption of the interim Marina Policies on April 4, 2012 that do not meet these requirements are exempt from these requirements.

4. Marina Fees

- A. Marina fees will be set annually by the Board of Trustees. Fees will include charges for annual dockage, monthly dockage, electrical usage, and special assessments if required.
- B. **Failure to pay Marina fees may result in the loss of Marina privileges and slip assignment.** If payment is not received within 45 days of the billing date, the Marina Manager will contact the user verbally or in writing, and if no payment is received within the next 30 days the slip user will lose his/her Marina privileges, and access to the dock will be terminated. If the vessel is not removed from the slip, the Marina Manager reserves the right to have the vessel removed at the owner's expense.
- C. **Failure to pay property assessment payments may result in the loss of Marina privileges and slip assignment.** Slip users who are delinquent on their property assessment payments will be notified by the Marina Manager that they have 14 days to pay the property assessment or remove his/her boat from the marina, regardless of whether or not the Marina fees have been paid. If the delinquent property assessment payment has not been paid within the 14 days, the slip user will lose his/her Marina privileges, and access to the dock will be terminated. If the vessel is not removed from the slip, the Marina Manager reserves the right to have the vessel removed at the owner's expense.

Names of resident members who are delinquent on their property assessment payments and appear -on the Marina waiting list will automatically be removed from the waiting list.

5. Marina Manager: The Marina Manager will be appointed by the Beachcrest Board of Trustees, and will serve without compensation

The Marina Manager, with the approval of the Board of Trustees, can seek administrative support from a community member.

The duties of the Marina Manager are as follows:

- A. Maintain the mooring buoys.
 - B. Maintain the dock and Marina area and all other equipment in a safe and serviceable condition.
 - C. Maintain the list of assigned boat slips and slip user account balances.
 - D. Maintain slip holder records, including a copy of the registration documents for each vessel and a copy of the Beachcrest Community Association Marina Agreement for each assigned slip.
 - E. Serve as the first point of contact for issues related to the marina.
 - F. Maintain a list of all resident members on the waiting list in order of the date a slip is requested. He/she will submit the list to the Association secretary each month, so that the list may be publicly posted. When a slip becomes available, he/she will contact each member on the list in order, until the slip is accepted. Such contact will be made by phone or in person.
 - G. Bill each slip user, collect money due and assure the deposit of said monies to the Marina account.
 - H. Request that all slip users in violation of these policies remove boats from the Marina. If the boat in question is not removed within 14 days of the second notice to the slip user, the Marina Manager will have it removed from the Marina and the slip user will be billed for the cost of the boat removal.
6. Marina Finances: Oversight for Marina funds rests ultimately with the Treasurer of the Beachcrest Community Association, who is ultimately accountable for all Beachcrest funds. Disbursements from the Marina bank account and maintenance of the Marina bank account will follow the same procedures and guidelines established for the Beachcrest Community Association's general operating funds.
 7. Indemnification: Notwithstanding any security measures the Beachcrest Community Association may or may not take or provide, **use of the Marina is done so at the sole risk of the resident members**, except for willful, wanton or malicious acts (or for intentional acts of misconduct) of the Beachcrest Community Association, the Marina Manager, or any agent of the Beachcrest Community Association; **and, by signing the moorage agreement, slip users agree to indemnify and hold harmless the Beachcrest Community Association, the Marina Manager, or any agent of the Beachcrest Community Association** from any and all damages, claims, causes of action, losses, and expenses, including attorney's fees, arising out of or resulting from the use of the marina and its related structures and facilities, **and slip users further agree to reimburse the Beachcrest Community Association for any costs and fees, including attorney's fees**, incurred in defending against any claim or cause of action unless the slip user is the prevailing party.

SLIP USER INITIALS: _____

Beachcrest Community Association Marina Agreement

Name and address:

Initial Contract Period: _____

Assigned Slip Number: _____

I have read and agree to abide by the **Beachcrest Community Association Marina Policies** adopted by the Board of Trustees on July, 11 2012, and all subsequent revisions made by the Board of Trustees to these policies.

Signature

Date