

Beachcrest Community Association Marina Policies

April 1, 2020

Marina Contact E-mail: Marina@Beachcrest.org

The following Marina Policies were established in 1978, amended in 1987, 1994, 1998, 2012 and 2020.

The Beachcrest Marina (Marina) is maintained for the sole use and benefit of Beachcrest Community Association resident owners. The Marina consists of the secured floating dock area, kayak racks, related bulkhead, storage container and the mooring buoys located north of the beach road running from the west cabana to the Marina. The Marina Manager is the first point of contact for all matters related to the operation of the marina.

1. **Slip assignments:**

- A. Marina Slip Leasing. Slips may be leased on an annual contract basis. Annual leases begin yearly on May 1st and end on April 30th. Annual contracts give the resident owner lessee the primary use of a leased slip for a period of 12-months from the date of the contract. The Marina Manager makes all slip assignments. (See Marina Manager duties below.) New resident owners applying for a slip mid billing cycle, will be assessed a prorated annual fee ending April 30th.
- B. Residence Requirement. Marina slips shall be issued on a first come basis to resident owners only. For the purposes of Marina usage, resident owner lessees 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. Slip Waiting List. A waiting list will be maintained by the Marina Manager (see duties of Marina Manager below).
- D. Slip Non-Transference. If a resident owner lessee sells his/her property, the slip cannot be transferred to the new owner. New resident owners 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. Resident owner lessees are to occupy their assigned slip only. Changes to assigned slips must be made through the Marina Manager.
- E. Slip Subletting Prohibited. Resident owner lessees may not sublet or rent their slip to another party.
- F. Resident Owner Lessee Limit. Resident owners may not use or occupy more than one marina slip.
- G. Dock Alterations. Each assigned slip is leased “as is” and may not be altered to fit any purpose beyond the docking of boats in conformance with this Agreement.
 - i. “Dock Alterations” are defined as the installation or attachment of any cleat(s), device(s), structure(s), or other alterations to the marina dock.

- ii. Under no circumstances shall a resident owner lessee install or attach any cleat(s), device, structure, or perform other alterations to the marina dock without the permission of the Marina Manager.
 - iii. Any alterations made without Marina Manager approval may be immediately removed by the Marina Manager.
 - iv. Any damage to the marina docks caused by dock alterations shall be charged to the resident owner lessee who placed or installed them.
- H. **Automatic Slip Renewal.** Slip leases will automatically renew for the same term at the end of the initial agreement period so long as lessee's account is also not delinquent on payment, maintains proper proof of insurance, and maintains general compliance with this Agreement. Any cancellation of automatic slip renewal will be made known by Marina Manager in writing to the resident owner lessee.
- I. **Intent to Vacate.** Resident owner lessees must notify the Marina Manager in writing when they are permanently relinquishing their slip. Resident owner lessees will be responsible for all charges until written notification is made and the leased slip is vacated. Removal of a vessel does not constitute valid notification of relinquishment. Resident owner lessees will be responsible for charges for the remainder of the lease period in which they give written notice to vacate a slip. No pro-rata refunds will be given for a slip vacated early in the lease period. Notice of slip relinquishment may be sent to Marina@Beachcrest.org.
2. **Mooring Buoys:** Beachrest Community Association owns several labeled Mooring Buoys located in the waters north of the community in De Wolf Bite. 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. Mooring buoys are not to be used as permanent moorage. Mooring buoys used by any vessel for more than seven (7) consecutive days must be approved by the Marina Manager. Vessels left on the mooring buoys more than seven (7) consecutive days without approval will be subject to a \$100.00 fee. This fee may be appealed at any public meeting of the Beachrest Community Association board.
- A. **Abandoned Vessels.** Where a vessel has been left on a Mooring Buoy for more than thirty (30) consecutive days, and contact with the boat owner cannot be established, the vessel may be considered an Abandoned Vessel. The Marina Manager may report the Abandoned Vessel to the appropriate Thurston County authority, subject to RCW 36.32.620 and Chapter 79.100 RCW. The county may then lawfully act to store, strip, use, auction, sell, salvage, scrap, or dispose of the vessel.
3. **Moorage and Marina Rules:**
- A. **Boating Safety Required.** All resident owner lessees 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. **Slip Lease Application Documents.** Before a resident owner may initially rent a marina slip the following documents must be provided to the Marina Manager:
- i. A current copy of the vessel registration document in the name of the resident owner.

- ii. A copy of a current driver's license, state ID, or other photo ID in the name of the resident owner.
 - iii. A signed and dated copy of the Beachcrest Community Association Marina Policies with all required information completed.
 - iv. A current copy of the insurance policy on the vessel. The insurance policy must be in accordance with RCW 88.26.030 and clearly show:
 - Coverage at liability limits of at least three hundred thousand dollars (\$300,000) per occurrence.
 - At a minimum, general, legal, and pollution liability coverage.
- C. Slip Lease Renewal Documents. Before a resident owner may renew the lease of a marina slip the following documents must be provided to the Marina Manager.
- i. If the Beachcrest Community Association Marina Policies have changed or updated, a signed and dated copy of the policies with all required information completed.
 - ii. A current copy of the insurance policy on the vessel. The insurance policy must be in accordance with RCW 88.26.030 and clearly show:
 - Coverage at liability limits of at least three hundred thousand dollars (\$300,000) per occurrence.
 - At a minimum, general, legal, and pollution liability coverage.
- D. Docking. Each resident owner lessee is responsible for securing their boat and all equipment. No equipment such as dinghies, hoses, lines, rafts, or any other paraphernalia may be stored on the marina docks. Storage of equipment on the marina docks will result in suspension of marina use. Boats will normally be docked stern into the dock so that no part of the boat will overhang the dock and obstruct passage of the docks. Lines to secure the vessel will stay within the moorage space and not cross over or obstruct any part of the main dock or dock fingers. At no time will lines cross an adjacent slip or the main dock to secure a vessel or any covering of a vessel.
- E. Boat Security Systems. If a security system is installed on the boat, the resident owner lessee is responsible for coordinating with the Marina Manager on what action should be taken if the system alarm sounds. Furthermore, the resident owner lessee must make sure that the system does not become a disturbance for residents near the Marina or using the beach area.
- F. Electrical Infrastructure, Maintenance, & Usage. The Beachcrest marina has a limited number of 20-amp pedestal outlets for rent by Beachcrest resident owner lessees.
- i. Only power cords approved for marine use may be used in these outlets. Power cords must never be allowed to be below the marina water line. Each vessel must make provisions to secure cords above the water line of the marina.
 - ii. Pedestal outlets are rented for use on a monthly basis beginning on the first day of the month and ending on the last day of the month. Resident owner lessees who rent a pedestal outlet after the first of the month are responsible for payment for that entire month.
 - iii. Payment of the first month's rent must be made before the pedestal outlet will be activated. Rental payments for subsequent months must be received by the marina manager by the fifth day of subsequent months. If payment is not received by the fifth of that month the pedestal outlet will be deactivated without notice and any electrical cords removed.

- iv. The Beachcrest Community Association reserves the right at any time to adjust the rental amount based on a review of marina electric usage.
- v. Pedestal rental will be at the rate of fifteen dollars (\$15.00) per month during the summer period (May 1 to October 31). Pedestal rental will be at the rate of seventy-five (\$75.00) during the winter months (November 1 to April 30). Payments must be made by personal check or bank check. Cash will not be accepted.

G. **Boat Size Conformity.** 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 current Marina Policies that do not meet these requirements are exempt from these requirements if they continually maintain a contract. However, any vessel oversized for current slips is responsible for any resultant or gradual damage to Marina facilities.

H. **Expenses.** Resident owner lessee agrees to reimburse Beachcrest Community Association for all costs and expenses (including attorney fees) incurred by Beachcrest Community Association in connection with enforcing any of the rights of Marina pursuant to this Agreement. In addition to other obligations, resident owner lessee agrees to pay any costs of any work necessary to repair or replace any damage to the mooring, the marina, or marina facilities caused by the vessel, resident owner lessee, or resident owner lessee’s guests, or invitees, including clean up and loss of use and profits.

I. **Mandatory Boat Insurance Requirements.** All resident owner lessee vessels or watercraft shall maintain appropriate insurance in conformance with RCW 88.26.030 for the duration of the lease. Proof of coverage must continuously be kept on file with the Marina Manager.

i. I UNDERSTAND IF RESIDENT OWNER LESSEES DO NOT CONFORM TO THE MANDATORY BOAT INSURANCE REQUIREMENTS OF THE VESSEL MAY BE REMOVED FROM THE BEACHCREST MARINA AND TOWED TO A TOW YARD FOR OWNER TO CLAIM. SUBJECT TO RCW 88.26.020.

ii. I AGREE TO BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH TOWING MY VESSEL FOR FAILURE TO MAINTAIN SPILL COVERAGE OR ANNUALLY PROVIDE A CURRENT RECORD OF COVERAGE WITH THE MARINA MANAGER.

RESIDENT OWNER LESSEE INITIALS: _____

J. **Sinking Vessel Policy.** If a vessel on Beachcrest Community Association Property should sink, begin to sink or take on water, the Marina Manager shall manage the situation in accordance with RCW 88.26.020 and make reasonable efforts to contact the boat owner.

4. Marina Fees

A. **Marina Fees.** Marina fees will be set annually by the Beachcrest Community Association Board of Trustees. Fees will include charges for annual dockage, monthly dockage, electrical usage, and

special assessments if required. Marina fees will be paid by personal check or bank check only. No cash will be accepted for marina fees.

- B. **Billing Procedure.** Annual Marina fees shall be due and payable on May 1st of each year. Any payment, proof of current registration, and proof of insurance not received by May 31st shall be considered late for the purpose of any late fees. Checks may be made payable to Beachcrest Community Association Marina and given or mailed to the current Marina Manager.
- C. **Failure to pay Marina fees may result in the loss of Marina privileges slip assignment, and late payment fees.** If payment is not received within 30 days of the billing date, the Marina Manager will contact the user verbally or in writing and may at their discretion deactivate lessees access fob. Excessively delinquent accounts may lose Marina privileges, and access to the dock may be terminated via written notice to the lessee. If the vessel is not removed from the slip within two weeks of lease termination, the Marina Manager reserves the right to initiate the procedure in RCW 88.26.020.
 - i. I AGREE TO BE RESPONSIBLE FOR ANY COSTS, INCLUDING ATTORNEY’S FEES, INCLUDING FILING A LIEN ON MY PROPERTY, FOR COSTS INCURRED BY BEACHCREST COMMUNITY ASSOCIATION IN THE PROCESS OF COLLECTING FEES OR CHARGES THROUGH RCW 88.26.020.

RESIDENT OWNER LESSEE INITIALS: _____

- D. **Failure to pay property assessment payments may result in the loss of Marina privileges and slip assignment.** 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. Resident owner lessees 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 resident owner lessee will lose his/her Marina privileges, and access to the dock will be terminated.

RESIDENT OWNER LESSEE INITIALS: _____

- E. **Fee Appeals.** Fees may be appealed to the Board of Trustees during a monthly public meeting of the Board of Trustees. The Board of Trustees shall then vote to waive, not waive any fees based upon lessee’s verbal or written plea for relief. The Board of Trustees may also vote to provide other relief within the power of the Board of Trustees as may be appropriate.
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 resident owner lessee account balances.
 - D. Maintain slip holder records, including a copy of the registration documents for each vessel, insurance records, 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. The marina manager will submit the list to the Association secretary each month, so that the list may be publicly posted. When a slip becomes available, the marina manager 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 resident owner lessee, collect money due and assure the deposit of said monies to the Marina account.
 - H. Request that all resident owner lessee's in violation of these policies remove boats from the Marina. If the boat in question is not removed within 14 days of the formal notice to the resident owner lessee, the Marina Manager may have it removed from the Marina in accordance with RCW 88.26.020.
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, RESIDENT OWNER LESSEES 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 RESIDENT**

**OWNER LESSEES 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 RESIDENT OWNER LESSEE IS THE PREVAILING PARTY**

RESIDENT OWNER LESSEE INITIALS: _____

Beachcrest Community Association Marina Agreement

Name and address (REQUIRED)

Cell Phone: (REQUIRED)

E-mail: (REQUIRED)

Secondary Emergency Contact (Name, Relationship, Phone Number): (REQUIRED)

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 April 1, 2020, and all subsequent revisions made by the Board of Trustees to these policies. **Attach watercraft registration and proof of insurance (including mandatory Spill Coverage).**

Signature

Date