



Port of Keyport

Rules and Regulations

Updated 05/2022

Resolutions:

2008-01

1 March 2008 Formal adoption of Port of Keyport Rules and Regulations

2016-01

12 September 2016 Formal revisions of Port of Keyport Rules and Regulations are as follows:
Clarify use of 30-, 60- and 90-Day letters, minor changes to text

Add Annual requirement to fill out berthage agreement in paragraph 1G.

Add Insurance requirement wordage to paragraph 1H

Change website to portofkeyport.com to paragraph C.4

2022-04

Remove Boathouse from paragraphs, Definitions, Length Overall, Section IV.G.3, Section IV. H1., Section VI.C.2, Section VI.C.2a, and Section VI.C.3. Addition Section VI.C.6

Section IV.A.2 removal and current valid registration decal

2022-05

7 February 2022 Formal revisions of Port of Keyport Rules and Regulations are as follows:
Section IV.A.2 adding “and a current valid registration decal”

Section IV.I.1.a regarding utility charges: delete “electrical” and “as a part of the monthly moorage fee” and add a flat monthly fee in addition to their moorage

Section IV.I.1.b adds “Electrical usage will be billed per user at the current kWh rate from PSE.”

4 April 2022 Formal revisions of Port of Keyport Rules and Regulations are as follows:

Section I.Introduction E. Administration and Enforcement adding Section 7

Section II. Definitions. Added Commercial Use, Commercial Vessel; updated Guest Moorage, Liveaboard Tenant; Added operable, Owners; Updated Permanent Moorage, Port, Repair Cost; Added Seaworthy; Updated Vessel, Waitlist.

Section III. General User Regulations. Updated B. Hold Harmless, C. Security, G. Recreational swimming, fishing, diving K. Signs and handbills N. Fireworks.

Section IV, Boat Owners/Operators Regulations. Added A. Vessel Identification and Insurance sections 4,5,6; B. Emergency Contact section 1,2,3,4; C. Seaworthiness section 4; D. Construction Maintenance Repairs sections 1,2,3,4,5,6,7,8; H Dinghies and Tenders section 1; I Storage on Piers Floats section 4; K. Utilities section 6,7,8; L Bilge pumps sections 1,2,3; M. Fenders section 1,2,3.

Section VI. Moorage Policies and Procedures; Updated A. Occupancy of Berth; B. Permanent Moorage Assignment section 1,2,3; C. Termination section 1,2,3,4.

Section IX. Guest Moorage; Updated and added sections A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,Q,R.

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I: INTRODUCTION

A. MISSION

The mission of the Port of Keyport is to provide up to date facilities for the active boating public, to serve the members of the Port District, and to provide economic and community support for Keyport village in accordance with the Keyport Community Plan adopted by the Kitsap County Commissioners in November 2007.

B. PURPOSE

The purpose of the Marina Rules and Regulations is to promote safe and efficient operations of the Port of Keyport Marina and to provide equitable service to all boaters and the public.

C. NOTIFICATION OF REGULATIONS

1. It is the Port's responsibility to formally adopt and publish its Marina Regulations and Policies.
2. It is the User's responsibility to obtain a copy of the Marina Regulations and Policies Manual from the Port. Copies will be made available to all interested parties.
3. The use of Marina facilities is evidence of the user's consent to these rules, regulations, and enforcement procedures.
4. The Port reserves the right to change these rules and regulations by formal amendment or resolution. Any changes will be sent out with the monthly billing, posted in the Port office, and on the Keyport website at www.portofkeyport.com.
5. Upon adoption of these regulations, existing Port tenants shall be accorded ninety (90) days to correct non-compliance items in accordance with the new regulations.

D. APPLICATION IS CONSENT

Signatures are required by current and future tenants on the Port of Keyport Moorage Agreement shall constitute the applicant's agreement to become familiar with these Rules and Regulations and to comply with the same.

E. ADMINISTRATION AND ENFORCEMENT

1. The Port Manager has been authorized by the Port Commission to interpret and enforce these Regulations.
2. If the Port Manager has cause to believe that a violation of these Rules and Regulations and policies has been or is being committed, and with prior notification and concurrence of the vessel owner, the Port Manager may enter any vessel or floating structure to determine compliance with the provisions of these regulations and policies.
3. The Port Manager shall enforce the intent of these Rules and Regulations, consistent with the policies and procedures adopted by the Port, to carry out the purposes of these regulations through any legal means, including obtaining the assistance of law enforcement officers pursuant to the letter of authorization that entitles law enforcement officials to enter Port Property.
4. The Port Manager or designee may deny the use of any of the Port's facilities and/or property to anyone when such use would be in violation of these regulations/policies or would constitute an imminent threat to the safety or property of the Port or other persons.
5. If a tenant fails to keep and perform any of the terms or conditions herein contained or made reference to, the Port may at its option declare the tenant's right to occupancy ended in accordance with Section VI paragraph C.
6. Tenants who are not in compliance with the provisions of these regulations shall be given a reasonable amount of time to correct the deficiency after notification. Notification of deficiency by the Port Manager may be in writing, by telephone, by electronic means, or by personal contact.

7. Tenants who have minor administrative and/or operational deficiencies that do not affect the health, safety, welfare, or property of Tenants or Users shall normally be given 30 days to meet the provisions of this regulation. Deficiencies of this nature include but are not limited to expired registration, vessels excessively littered with shells, etc.
8. Tenants who have deficiencies that have the potential to affect the health, safety, welfare, or property of Tenants or Users shall be given up to 10 days to meet the provisions of this regulation, depending upon the severity of the threat and potential to cause harm. Deficiencies of this nature include but are not limited to inadequate, frayed, or encrusted mooring lines, etc.
9. Tenants who have serious deficiencies that immediately threaten the health, safety, welfare, or property of tenants or users may be directed to remedy the situation on the spot. Deficiencies of this nature include but are not limited to fuel/oil leaks, vessels in imminent danger of sinking, inadequate mooring with a storm approaching, etc. Tenants may be charged for emergency actions taken by Port Personnel to preserve safety and/or property.
10. Should the Port require the assistance of Law Enforcement, Fire Department, USCG, towing service, salvage vessel, maintenance service, diver, or any commercial service to protect the Port or comply with the applicable Port of Keyport, Washington State or Federal Agency Rules and Regulations, the entire costs of such services shall be payable by the tenant listed on the Moorage agreement. In the case of a guest on the guest dock, all costs shall be payable by the registered owner of the guest vessel.

F. SEVERABILITY OF REGULATION

If any term or provision of these regulations or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these regulations shall not be affected thereby and shall continue in full force and effect.

G. APPLICABILITY

Anyone present on or in the Port area and/or using Port facilities or equipment is subject to and shall comply with regulations, policies, and procedures issued or posted by the Port.

II: DEFINITIONS

Commercial Use: Operation of a business on Port property, including but not limited to Airbnb, VRBO, or other commercial business is prohibited.

Commercial Vessel: Vessels that, through design, configuration, use, and/or documentation, may produce revenue. Such vessels and their use are prohibited as tenants but are welcome according to the rules and regulations regarding guest moorage.

Guest: A person using the Port facilities without having a permanent moorage with the Port. Guests include but are not limited to vessels seeking refuge, day or overnight use of a Port facility, and individuals visiting the museum or patronizing local business premises.

Guest Moorage: The designated dock area within the Port marina allows for easy access to and from shore on a temporary basis.

Length Overall (LOA): The distance between the forward-most permanently attached fixture to the aft most permanently attached fixture on a vessel.

Liveaboard Tenant: The State of Washington WAC 332.30.106(62) defines a liveaboard tenant. The Port of Keyport Commission has determined to further limit this definition to comply with the limits applied to the Port guest dock, that being a maximum of 3 days/week or 9 days/three month period. Exceptions to this policy can only be granted by the Port Manager.

Marina: All water, land, buildings, and structures within the boundaries of the Port of Keyport Marina complex.

Operable: Capable of safely maneuvering under vessel's own power between docks. Should a question arise the Port Manager may issue a written notice at least 30 days prior to a required demonstration of operability. Should the vessel be found inoperable the owner will be granted 60 days to effect repairs or have their moorage agreement terminated. Any extension or judgment that rests with the Port Manager, may be repeated as often as deemed necessary to determine operability. Periods of inoperability for normal and expected vessel repairs are acceptable.

Owners: Person, firm, partnership, corporation, association, or agent that is responsible for the safe operation of any vessel contracted to use the Port of Keyport, either a temporary guest or a tenant.

Permanent Moorage: Long-term moorage secured by a fully executed moorage agreement, designating a specific slip in the marina.

Port: The Port of Keyport, Port District #8, Kitsap County directed by its Port Commission.

Port Area: Areas within the Marina and other Port Properties, including water, land, and all building and facilities in or on Port properties.

Port Commission: The three elected officials who make policy and oversee Port operations.

Port Manager: The individual(s) designated by the Port Commission to oversee the safe and efficient running of the Port and its properties on a day-to-day basis. Any member of the Port Commission may assume Port Manager responsibilities in the absence of a duly appointed Port Manager.

Repair Cost: Time, material, overhead, and profit to accomplish any work.

Seaworthy: The vessel's hull, keel, decking, cabin, mast, and drive train are functional, structurally sound, operable, and watertight. If seaworthiness is in question the Port Manager may request an independent marine surveyor at the owner's expense. Should the surveyor determine the vessel is not seaworthy the owner will be granted 60 days to effect repairs or have their moorage agreement terminated. A written repair schedule and an independent marine survey stating seaworthiness after completion of work will be required. The determination of Port Manager is final.

Slip: A designated area within the marina of certain width and length with docks provided for easy access to the shore.

Subleasing: Allowing a person other than the tenant of record to place his/her vessel in a permanent moorage, whether for rent or other consideration. Subleasing is prohibited in the Port of Keyport.

Tenant: Any person, firm, partnership, corporation, association, organization, or agent thereof, who contracts for use of Port facilities.

Vessel: Any watercraft or floating structure designed for and capable of self-propulsion as a means of transportation that meets all applicable laws and regulations pertaining to navigation and safety equipment.

Vessel of Record: A vessel that has been solely authorized by the Port to occupy a permanent moorage.

Waiting List A list of individuals maintained by the Port who are waiting for the assignment of permanent moorage with the Port of Keyport. Priority is given to Port District residents, the length of time on the list, and is updated annually.

III: GENERAL USER REGULATIONS

A. HOLD HARMLESS

Each moorage tenant agrees that the Port is not responsible in any way for his or her vessel's safekeeping and also agrees to hold the Port, its Commissioners, employees, and agents harmless from any damage said tenant or his/her vessel may cause. Any Tenant having work done by a commercial vendor or commercial diver on Port property shall ensure that said commercial vendor has a "Hold Harmless" agreement and proof of liability insurance on file with the Port prior to commencement of work. The Hold Harmless agreement can be found on the Port website.

B. SECURITY

1. Only vessel owners, their guests, approved contractors, and the Port staff are permitted through the security gate(s) and onto the permanent moorage floats unless advance arrangements are made with the Port office.
2. Tenants and tenant guests are requested to ensure the gate is firmly closed and locked upon entering and exiting.

C. VEHICLE TRAFFIC/PARKING

1. Port Manager 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 and such other regulations as may be required. A vehicle parked in violation of any such signs or regulations may be towed away and impounded at the owner's expense.
2. The vehicle parking areas are only to be used for temporary vehicular parking in connection with the use of the Port's facilities. The maximum time limit is 72 hours without advance arrangements through the Port office. As a courtesy, it is helpful that parking close to the Port office is used for loading and unloading. All parking is subject to Kitsap County ordinances and the owner of any vehicle that is towed should contact the County.
3. No overnight camping is permitted on any Port property.
4. Marina users will not store recreational vehicles, travel or boat trailers, or any other personal property on any Port property unless advance arrangements are made with the Port office.
5. All boats or vehicles using facilities or space within the Marina are subject to all fees, rules, and conditions as prescribed by the Port.
6. Any vehicle parked in the Port's parking area with expired license tabs may be towed at the owner's expense.

D. GARBAGE

1. Receptacles are provided for the collection of refuse generated during the use of Port property. All such garbage will be deposited in these containers or removed from the Port property. Nothing shall be deposited in the water, on land areas of the Port facilities, or on any floats or piers.
2. Users are encouraged to use recycle containers for recyclable materials when available.
3. Deposit of non-marina-related refuse in Port containers is prohibited.
4. If the Port determines that an individual has caused the Port to spend money to clean up any waste or debris, such costs will be the responsibility of and charged to that individual.
5. Users shall not deposit any of the following items in the garbage container:
6. Tires
7. Oversize items (larger than six and one-half (6 ½) feet in length)
8. Boat fixtures (fuel or water tanks, etc.) or appliances
9. "Moderate risk", "Dangerous Wastes", or "Hazardous Substances", "Hazardous Waste", or "Extremely Hazardous Waste", as defined in RCW 70.105.010, "Pesticide" as defined in RCW 15.58.020, or "Hazardous household substances", as defined in RCW 70.105.220.
10. Biohazard waste that may pose a danger.

E. ENVIRONMENTAL RESPONSIBILITY

1. Users shall maintain environmental awareness and ensure that no activity will harm the environment including water or Port Property.
2. Any user causing environmental damage shall be liable for the cost of cleanup and/or mitigation.
3. Willful environmental damage may result in termination.

F. RECREATIONAL SWIMMING, FISHING, DIVING

1. Diving from the Port pier is strictly forbidden.
2. The Port of Keyport does not monitor or encourage recreational swimming and recreational diving from the marina property. Such activities are strictly on a "swim at your own risk" basis.
3. The general public is allowed to fish from public access areas provided the areas being used are kept clean and fishing activities do not pose a danger or inconvenience to other users. Priority to dock usage is to boat owners and operators.
4. The Port Manager shall determine whether fishing activities are within the bounds of this regulation.

G. CONDUCT / BEHAVIOR

1. Unreasonably loud noise, lewd or lascivious conduct or behavior, or public drunkenness which disturbs the quiet enjoyment of others or creates a nuisance is prohibited.
2. Violation may lead to the removal of the offender(s) from the Marina through lawful means.

H. CHILDREN

1. Children under sixteen (16) years of age are not permitted beyond the locked gates of the marina unless under the direct supervision of a parent or other responsible adult.
2. When necessary, the Port Manager may direct children to leave Port Property if they pose a danger to themselves or others; are engaging in activities detrimental to Port Operations, or are a nuisance to other port users.

I. PETS

1. Pets must be kept on a leash, carried, or confined on the owner's vessel while on Port facilities.
2. Owners of pets are responsible for the activities of their pets and for an immediate and proper clean-up and disposal of animal wastes.
3. Any animal found wandering unattended within the Marina and/or judged to be treated inhumanely will be turned over to the Animal Shelter.

J. SIGNS AND HANDBILLS

Bulletin boards are provided for the posting of advertising or other materials of interest to Port users. All advertising is to be dated and will be removed at the end of 30 days. Contact the Port Commission for posting.

K. BICYCLES, SKATEBOARDS, ETCETERA.

The use of bicycles, skateboards, rollerblades, roller skates, mopeds, or similar vehicles on any walkway, sidewalk, dock, or pier within the Marina is prohibited.

L. FIREARMS

The movement of firearms to and from one's own boat can be accomplished within the intent of State and Federal law.

M. FIREWORKS

The discharge of fireworks, flares, or firearms is prohibited on Port docks and grounds.

N. FIRE FIGHTING EQUIPMENT

Fire extinguishers and other firefighting equipment are to be used only for fighting fires.

IV: BOAT OWNERS / OPERATORS REGULATIONS

A. VESSEL IDENTIFICATION AND INSURANCE

1. State registered vessels shall display a registration number and current valid registration decal.
2. Coast Guard documented vessels shall display the vessel name and a current valid registration decal.
3. Failure to display proper identification and registration on the vessel hull may be cause for termination of moorage.
4. A copy of WA title or USCG documentation, WA State registration, and current insurance with the listed owner shall be on file with the Port Commission and will be updated annually. Insurance coverage will include a minimum liability, per WA state, of \$300,000.
5. A signed berthage agreement with the vessel's legal owner is listed.
6. Failure to comply will be grounds for termination of the lease agreement.

B. EMERGENCY CONTACT

1. All vessels are required to display an emergency contact phone number for Port of First Responder use in case of emergency.
2. In an emergency contact will be attempted on this number.
3. If contact is not possible the Port Manager will take appropriate actions to rectify the situation and prevent damage to vessels and Port property.
4. Any expenses incurred by the Port in attempting to mitigate the circumstances on the owner's behalf will be charged to the owner.

C. SEAWORTHINESS

1. Vessels moored in the marina must be operable, completely seaworthy, and ready for immediate relocation in case of emergencies.
2. If a boat is to be non-operational in excess of 14 days, boat owners are required to inform the Port office and provide an estimated time that the boat will be out of commission.
3. Vessels that are non-operable for an extended period of time or appear to be not seaworthy may be grounds for termination of lease for a cause. The Port Commission shall be the final authority as to the condition and seaworthiness of a vessel.
4. In the unfortunate event that a tenant or guest vessel should sink within the Port the owner will be required to raise the vessel at their expense in conformance to all WA State and USCG regulations.

D. CONSTRUCTION, MAINTENANCE, AND REPAIRS

1. Major repair of construction on a vessel is prohibited. Painting and refinishing of boats in the water are limited to minor touch-ups.
2. All work must be contained and follow the Best Management Practices outlined by WA
3. State Department of Ecology. Work involving more than 25% of the boat's above water surface or hull must be moved to a boatyard.
4. Owners are responsible for all Port costs associated with the cleaning and/or repairing of any parts of the docks, or other boats in the marina, damaged by the owner's maintenance activity.
5. Spray guns are not allowed, and sanding must comply with BMP stated above.
6. All contractors or service personnel must be licensed and insured. Port Manager must be informed of the names and dates of work being done.
7. Vessel owners are permitted to perform normal upkeep on their vessels while moored within the Marina. All persons involved in work on any vessel may not permit the discharge of any hazardous substance or petroleum products into Port waters.
 - a. Vessels shall be maintained to be reasonably free of unsightly and excessive buildup of clamshells, algae, and other debris. The Port Commissioners shall be the final authority on what constitutes unsightliness.
8. The Port accepts no responsibility for the well-being and maintenance of boats or personal property moored or stored on Port properties. Port staff is authorized to remedy emergency conditions as expeditiously as the situation

warrants with or without the owner's consent. The owner may be billed for any time spent and materials used in providing such service.

E. MANEUVERING

1. Vessel operators will control their speed so as not to leave a damaging wake and will be held responsible for any wake damage caused by excessive speeds.

F. DISCHARGE OF SEWAGE

1. All vessels in the Marina must be in compliance with all regulations established by the U.S. Coast Guard or other Federal, State, or County regulatory agencies regarding marine sanitation devices and waste discharge.
2. Sewage shall not be disposed of in Port trash containers.

G. UNATTENDED VESSELS

1. Vessels, when unattended, must be securely moored in accordance with commonly accepted practices. All mooring lines must be appropriately sized for the vessel being moored, be in good condition (not rotted or frayed), and be free of marine growth and/or incrustation.
2. No lines, hoses, electrical cords, bowsprits, anchors, tackle, or other hazards shall extend across walkways or finger piers unless authorized by the Port Manager.

H. DINGHIES AND TENDERS

1. Dinghies must be kept within the confines of the moorage space or stored aboard the vessel when not in use. They must be properly maintained for their safety and seaworthiness, and they must comply with USCG and WA State regulations. They must not infringe on the use of the marina by other boats or present any hazards. Any violations will follow general vessel guidance, including possible impoundment and disposal at the owner's expense.

P. STORAGE ON PIERS OR FLOATS

1. Piers and floats shall not be used for storage.
2. Storage of oily rags, open containers of paints, gasoline, or other flammable or explosive material is prohibited.
3. Dock steps may be installed with the approval of the Port Manager as long as they do not impede reasonable access on the finger piers and are not used for storage.
4. Hoses should be removed from dock spigots and stored on vessels.

Q. MODIFICATION OF MOORAGE

1. Tenants and vessel owners are responsible for adequate moorage lines and fendering to protect their vessels and adjacent vessels.
2. Approval must be obtained from the Port Manager prior to any modification, addition, alteration, renovation, or restoration of a slip, dock, piling, or Port property within the Marina.

R. UTILITIES

1. Port will provide water and garbage service for tenants for a flat monthly fee in addition to their moorage.
2. Electrical usage will be billed per user at the current kWh rate from PSE.
3. The Port Commission shall periodically review the amount charged for electricity, water, and other utilities and adjust moorage fees as necessary.
4. Any damage caused to the Port's electrical or water distribution systems by a user's misuse or negligence will be repaired by the Port with such repair costs charged to the user.
5. Utility service may be turned off in order to service the electrical & water systems, perform repairs, or to ensure that the water lines do not freeze in the winter.
6. All electrical cords and shore power cord must comply with the National Electrical Code and UL standards, must be of marine grade construction and properly sized, in good condition, with locking rings, properly grounded, and run without junction from vessel to pedestal. Only marine grade adapters or connectors are allowed. Should a question arise the Port Manager will disconnect the power cord and notify the vessel owner.
7. No modification or change to the Port power pedestals is allowed. Cables are not to be fastened or tied to shore power pedestals or coiled on the dock.

8. Water hoses are not to be coiled on the dock. They should be in good condition and stored on the vessel when not in use. Water pressure should be removed from the vessel supply when the operator is not present to prevent possible leaks and/or sinking.

S. BILGE PUMPS

1. Vessel bilge pumps must be operational at all times and should be tested frequently.
2. The Port is not required to pump out any vessel but may do so if there is a danger of sinking.
3. Any action taken by the Port to pump out a vessel filling with water or in danger of sinking shall be billed to the owner.

T. FENDERS

1. Fenders are required and must be properly secured to prevent damage or excess dock wear, damage to vessels or damage to neighboring vessels.
2. Fenders may not be attached to docks.
3. Fixed or permanent fenders, fender material or dock wheels may not be installed on floats or stanchions without prior Port Manager approval. Installation will be at the tenants expense but will become property of the Port at the termination of the lease.

U. OPTIMUM UTILIZATION OF MOORAGE

1. Vessels may be moved by Port staff for the purpose of protecting life or property, to accommodate Port repairs, improvement, maintenance, construction, or emergencies, with or without advance notice to or consent of the vessel owner.
2. Vessels moored in guest spaces may be moved at the Port's discretion to provide maximum space for guest moorage.

V. COLLECTION OF DELINQUENT PORT CHARGES

1. In the event that the tenant or user does not pay the fees and/or other charges which are accrued in favor of the Port, the Port may initiate collection proceedings as provided for in RCW 19.16.500, 53.08.3 10 and 53.08.320 or otherwise provided by law.
2. The Port reserves the right to charge late fees as determined by the Port Commission.

W. HABITUAL MOORAGE DELINQUENCY

1. When a tenant becomes 30 days in arrears on moorage payments the Port Auditor shall send a 30-day reminder letter to the tenant reminding them of their obligation to pay the moorage fee on time.
2. When a tenant becomes 60 days in arrears on moorage payments a letter must be sent informing the tenant that the vessel may be seized for nonpayment of back moorage.
3. When a tenant becomes 90 days in arrears on moorage, the vessel may be impounded, and a notice will be attached to the vessel stating the date and time of impoundment. A certified letter will be sent to the tenant informing the tenant that payment must be received in full for all monies owed the port within ninety days from the time the notice was attached. This letter will also state that the vessel will be sold at public auction to satisfy the outstanding debt. In addition, your account will be turned over to a Collection Agency which may entail substantially higher fees and a possible loss of the boat.
4. In order to curtail the additional administrative duties associated with this procedure it is the port's policy that should a tenant allow moorage fees to become delinquent to the point of impoundment of the vessel on two occasions, at the time of the third violation of this policy a moorage termination letter will be sent along with the indebtedness letter. The moorage termination letter will not relieve the tenant from the obligation to pay the outstanding moorage fees.

V: WAITING LIST

A. POLICY STATEMENT

1. Port policy is to process the waiting list by the following priority method:
 - a. Priority One: applicants who already have a permanent slip assigned but want to change berths.
 - b. Priority Two: applicants who reside within the Port District.
 - c. Priority Three: all other applicants.
2. Each priority category will be processed by the date a properly completed application is filed.
3. Each waiting list applicant must fill out a waiting list form. Applicants must renew their application every year. Failure to do so will cause them to be dropped from the waiting list.
4. If a person does not accept a slip when it becomes available, that person shall reapply and return to the bottom of the waiting list. The new seniority date will be the date of re- application. If, after a second notification, the person still does not accept they will be dropped from the waiting list. No new application from such person will be accepted for twelve months.
5. Applicants shall keep the Port advised of current address and telephone numbers.

VI: MOORAGE POLICIES AND PROCEDURES

A. OCCUPANCY OF ASSIGNED BERTH

Unless prior approval is obtained from the Port Manager, the vessel of record must occupy the assigned berth.

B. PERMANENT MOORAGE ASSIGNMENT

To accept a berth assignment, each applicant is required to complete and sign a Port of Keyport Moorage Agreement signifying that they agree to:

1. Keep Port Management advised of their current address, telephone number, and email.
2. Current proof of ownership, WA title or USCG documentation, and insurance are required to remain on file.
3. Familiarize themselves with and comply with all Port regulations, policies, and procedures.

C. TERMINATION

1. Moorage may be terminated by the tenant without cause upon thirty (30) days' written notice. The tenant's last month of moorage will be covered by the deposit on file at the time of the moorage application.
2. If termination by the Port is for cause, the Port will give a 30-day written notice to the tenant. The tenant, by written request (see chapter X grievance procedure), will have the right to appeal the termination to the Board of Commissioners at their next regularly scheduled monthly meeting.
3. In the case of those who may not have paid a last month's deposit, the tenant shall be responsible for paying moorage for the month during which termination occurs.
4. In the event a tenant does not pay the fees or other charges which have been incurred, the Port may seize and sell the vessel pursuant to RCW 53.08.320 or otherwise seek legal recourse.

VII: SUB-LEASING

POLICY STATEMENT

Sub-leasing is not allowed. At the discretion of the Port Commission, apparent sub-leases shall result in the termination of the Moorage Agreement and removal from the Port.

VIII: LIVEABOARDS

POLICY STATEMENT

1. Due to a lack of sanitary facilities, liveaboards are prohibited. A liveaboard is defined as:
 - a. A person who habitually occupies or sleeps on his or her vessel on a regular or continual basis.
 - b. A person who uses said vessel as their permanent place of residence whether or not occupancy is on a permanent basis.
2. This regulation is not intended to prohibit occasional “sleepovers” by tenants.
3. The Port Manager will make a final determination as to liveaboard status.

IX: GUEST MOORAGE

1. Guest moorage is first-come, first-served. Our guest dock is located at the east end of the marina and has space for 50' on the north and east outside docks. The inside docks allow for two 44' ties on each side with 40' on the inside of the north dock. Please note that at low tide it may not be possible to enter or leave the inside slips. Dinghy tie-up is provided on the west outside of the guest dock, space permitting.
2. The Port of Keyport shall not be liable to the boat owner or operator, who hereby waive all claims and recourse against the Port of Keyport, including the right to compensation for any loss, injury, or damage to any person or property on or about the boat owner or operators guest marina slip of from any cause whatsoever, including latent defects existing on or about the guest marina slip or any part thereof.
The operator will be considered the agent of the owner.
3. The boat owner and/or operator shall indemnify, hold harmless and defend the Port of Keyport, its officers, and agents against any and all claims for damages, costs, expenses, or liability arising out of, either in whole or in part, whether directly or indirectly, boat owners and/or operators use, operation or maintenance of the guest marina slip.
4. The Port of Keyport will not be responsible for any loss or damage to any boat, its tackle, gear, equipment, or any other property at the Port of Keyport.
5. Any boat using the Port guest dock may be moved by and at the discretion of the port Manager for the protection of life or property or the utilization of the facility. Towing fees may apply and will be billed to the owner.
6. 30amp power pedestals are available along with potable water. Dock fees include a reasonable usage of electricity as determined by the Port Manager.
7. Small grocery and café are one block south, a restaurant and post office are two blocks south and The Naval Undersea Warfare Museum, free of charge, is located four blocks south of the marina.
8. Guests are allowed up to 3 hours stay without charge. Stays of over 3 hours or past 5 pm will be expected to pay overnight charges.

9. Guest vessels must register, via envelopes available at the Port office or electronically through the Port website (portofkeyport.com), for overnight payment within 30 minutes of arrival and by 9 am of each subsequent morning of an expected stay.
10. Guest vessels are required to have proper documentation, for the state or province of record, to include:
 - a. State or Provincial Title or USCG documentation,
 - b. Current State or Provincial Registration
 - c. Current Insurance with a minimum of \$300,000 US liability
 - d. A copy of these documents will be made available for inspection by the Port Manager upon request as a condition of moorage.
11. There is a limit of 3 overnights in any given week or 9 overnights in any 90-day period. Extensions may be approved in advance by the Port Manager.
12. All animals must be on a leash and attended to at all times when the animal is on board. Owners are expected to clean up after pets.
13. The Port of Keyport does not have pump-out facilities. No overboard discharge of sewage is allowed. A well-maintained portable toilet is available at the Port office.
14. Quiet hours are from 9 pm to 7 am. Please respect your neighbors at all hours.
15. Discharge of fireworks, flares, and firearms is strictly forbidden on Port property.
16. Woodburning fires are strictly forbidden.
17. No anchorage is available near the Port and is prohibited within 1000ft of Port property.
18. All boat owners and/or operators must comply with Port of Keyport Rules and Regulations along with all State, County, Federal and municipal regulations, laws, and ordinances. Persons or vessels involved in or observing a violation or involved in an incident or accident in the marina shall make a full report to the Port Manager via phone immediately and may be required to submit a written report as well.

X: GRIEVANCE PROCEDURES

A. PURPOSE

To provide a procedure for the prompt review, impartial consideration, and equitable disposition of any grievance presented by an individual.

B. GENERAL

1. Port users are to be treated fairly in all respects. Any Port user who feels they have been subjected to unfair treatment or discrimination shall have the right to present their grievance according to the procedures as described in this section.
2. A grievance may be defined as any unresolved dissatisfaction with the operation of the Port of Keyport as applied in accordance with the Port of Keyport Marina Regulations and Policies.
3. Any person filing a grievance shall be free from restraint, coercion, discrimination, or reprisal. When grievances arise, they should not be considered as reflecting unfavorably on either the Port, its management, or its staff, but are to be considered an individual expressed right.
4. A copy of all documents resulting from the grievance procedure shall be filed in the Port Office.

C. GRIEVANCE PROCEDURE

STEP 1 - Port Manager

1. Individuals shall present their grievances in writing to the Port Manager.
2. Individuals may select other persons at the individual's own expense to represent them.
3. Upon receiving written notice of the grievance, the Port Manager may wish to investigate the grievance further before meeting with the individual and/or their representative. In any event, the Port Managers shall arrange to meet with the individual and/or their representative and others the Port Manager deems appropriate, within five (5) working days after receipt of notification of the grievance.
4. The Port Manager's decision shall be conveyed in writing to the individual and/or their representative either at the scheduled meeting or within two (2) working days following the conclusion of the meeting. If the grievance is settled at this step, no further action is taken.
5. If the grievance is not settled or the individual is not satisfied with the Port Manager's decision the individual may request a hearing before the Board of Commissioners. Such hearing shall be requested in writing within five (5) working days of receipt of the written decision from STEP 1. The hearing will be held at the next regularly scheduled Port meeting after receipt of the written grievance.

STEP 2 - Board of Commissioners

1. The Board of Commissioners shall consider the grievance appeal at their next scheduled meeting.
2. The Port Manager shall submit all information available from STEP 1, to the Board. After review of this data, the Board may decide to further investigate the grievance and reconsider the decision of the Port Manager, or they may uphold the decision reached by the Port Manager.
3. If the Board decides to investigate the grievance further, they may request the individual and/or their representative and the Port Manager, plus other persons whom the Board deems appropriate, to appear at the next executive session convened to hear the grievances. A final decision of the Board shall be determined by a majority vote with a quorum present. The Board's decision shall be conveyed in writing to the individual within five (5) working days following the conclusion of the meeting in which disposition of the case is determined, with copies distributed to the Port Manager for inclusion in the official minutes and the Port office files.
4. The Board of Commissioners' action shall be considered final, satisfying the obligation of the Port regarding the consideration of the grievance. If further action is desired the individual concerned may exercise their right to present their grievance before the appropriate state court having jurisdiction.