



# Brandt's Landing Marina LLC

## Eagle's Nest at Brandt's Landing LLC

P O Box 1086 Eastsound WA 98245 360 376 4477

### Customer Handbook

Brandt's Landing Marina LLC (aka BLM) and Eagle's Nest at Brandt's Landing LLC provides this handbook to inform, educate and promote safety to all boaters and guests. Anyone on site or using our facilities is bound to this handbook. A lack of current or signed agreement does not release any owner from normal charges incurred while vessel, trailer or vehicle remains on BLM site. BLM reserves the right to change, adjust and/or add to these rules, regulations, policies, and procedures along with the marina rate sheet from time to time, as deemed necessary.

### Marina Customers, Vessel Owners, Operators and General Users

Any user or guest of the marina docks, property or facilities shall **HOLD HARMLESS** Brandt's Landing Marina LLC and/or Eagle's Nest at Brandt's Landing LLC from any liability or loss, injury (including death) or damages to person or property while in or on site for any reason including but not limited to electrical stray current, fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident or any other Act of God. Anyone using the marina or facilities will do so at their own risk.

All users will be subject to the following, listed in alphabetical order:

**After Hours Check In** – Contact Harbor Master Office upon arrival.

**Animals** – All animals **MUST** be kept on a leash, carried, contained or within your control while on site. Any animal found wondering may be turned over to local authorities. Animal owners are responsible for appropriate clean-up and disposal of all animal waste. Failure to respect these rules can be grounds for banning the animal owner and/or animal from being on marian property.

**Authority Granted** – Tenant hereby grants BLM and its agents and employees' free access at all times to the vessel for purposes of inspection for compliance with this moorage agreement, movement of the vessel to accommodate necessary repairs, maintenance, construction, fighting of fire or other casualty or in the discretion of BLM, preventing any casualty or potential hazard. BLM does not assume any responsibility for the vessel on the basis of the foregoing rights. When possible, an attempt will be made to notify vessel owner prior to such a move.

**BMP** – The full list of **B**est **M**anagement **P**ractices are available at the Harbor Master Office.

**Boat Launch** - Boat Launch is for public use, rate sheets available at the Harbor Master Office and on our web site. Posted at the boat launch is a self-registration station along with the following statement: *As part of using Brandt's Landing Boat Launch, the user agrees to the following: To protect, indemnify, defend and **hold harmless** Brandt's Landing LLC and Eagle's Nest at Brandt's Landing LLC, its officers, agents, employees, heirs and administrators from and against all liabilities, fines, claims, damages, penalties, cause of action, costs and expenses, any and all claims by or on behalf of any person(s), other LLCs or corporations, in connection with any such items of actual or alleged injury or damage, due to or arising out of negligence, omission, misuse of or failure to perform or to comply with the proper use of this boat launch, ramp, rights-of-way, 22w parking lots, open fields or associated moorage. This agreement does not apply when such damage or injury is caused solely by negligence or intention by Brandt's Landing LLC and Eagle's Nest at Brandt's Landing LLC, its officers, agents, employees, or administrators.*

**Conduct** – Behavior that creates a nuisance or disturbs others is prohibited. Drinking of alcohol should be contained to a vessel, while use or exchange of illegal drugs or other illegal substances is prohibited. Please be respectful of other boaters and keep levels of noise at a minimum between the hours of 10:00 pm and 8:00 am.

**Customer Suggestions** – Brandt's Landing values their customers and encourages your comments or suggestions which can be left at the Harbor Master Office. A response will follow if requested.

**Damages** – Vessel Owners, along with their insurance company, are responsible for any and all damages to BLM property caused by their actions, regardless if caused by negligence, carelessness, or accident.

**Delinquencies** – In the event any account fails to pay the fees due according to **Moorage Fees**, BLM has the right to take action against the debt owed. Should the vessel remain in or on BLM property, it may be secured if upland or secured to the dock or removed from the water should this action be deemed necessary and a notice attached. Should any action or collection proceedings become necessary against any vessel/vehicle/trailer owner, in addition to any unpaid balance, an amount not to exceed 50% of the unpaid balance, along with legal fees that become necessary for collecting on the customer debt, will also be due. See **Impounds** for further regulation.

**Denial of Use of Marina** – BLM may deny the use of its facility to anyone if it would not be in the best interest of the business overall.

**Dimensional Considerations** – The length (LOA) of the vessel measures from the extreme point of the bow to the extreme point of the stern, including all gear and apparatus. No vessel is allowed to exceed the length or width of the assigned moorage space unless written approval of BLM.

**Dinghies** – Dinghies, row boats, skiffs, kayaks or other such small boats are not allowed on the docks. If stored in the water, they must fit within assigned moorage space but should not be allowed to collect water or be used for storage. Any dinghy etc found in violation is subject to BLM removal and impound at owners' expense.

**Discharge of Sewage** – All vessels moored in the marina must be in compliance with US Coast Guard, Federal or State regulatory agencies regarding marine sanitation devices and waste discharge. Vessel owner agrees NOT to use their on-board facility but use the upland facility, prohibited by law RCW 90.48 to discharge untreated sewage anywhere within the waters of Puget Sound. See **Sewage Handling Disposal**.

**Docks** – Nothing may be permanently attached to the dock without prior approval of BLM. Storage of anything on the docks is prohibited. Any items left unattended on the docks are subject to BLM removal and impound, all at owners' expense. Storage of oily rags, paints, gasoline or other flammables are prohibited and will be removed immediately by BLM and impounded at owners' expense. This is considered a serious violation and could be grounds for termination.

**Dock Carts** – Dock carts are provided for marina use. After each use, carts should be returned upland, making sure they are clean and ready for the next user.

**Electricity**- Tampering with or disturbing panels, meters, circuit breakers or outlets is prohibited. All electrical cords must be marine grade and in good working order. Contact Harbor Master Office for electrical availability.

**Emergency Authority** - Vessels may be moved on occasion by BLM for the protection of life or property, to accommodate necessary repairs, maintenance, construction, emergencies or when necessary to manage the marina facility. When possible, an attempt will be made to notify vessel owner prior to such a move.

**Fees** – Schedule of fees (rate sheet) is available at the Harbor Master Office. BLM reserves the right to change, adjust and/or add to the marina rate sheet from time to time, as deemed necessary.

**Fenders** – Vessel owners are responsible to provide adequate fenders.

**Firearms** – To the extent authorized by law, the use or display of firearms or air guns are strictly prohibited.

**Garbage/Recycling** – **Dumpsters and recycling are provided for boating generated refuse ONLY.** Depositing of non-marina related refuse is prohibited. Serious violation could be grounds for termination. Dumpster lids must be kept closed. Recycle containers are for clean non-bagged, co-mingled recyclables. "Hazardous Waste" as defined in RCW 70.105.010 (meaning) or 15.58.020 (declaration of public health) is strictly prohibited from being placed in dumpsters or recycle containers. All waste oil, diesel, motor oil, hydraulic, bilge water or lube oil is prohibited from disposal within the marina property.

**Gates** – All gates must be kept secure at all times. Gangway gates must remain closed and secured when not in use. Main vehicle gate is controlled by BLM. For emergency access contact the Harbor Master.

**Guest Moorage** – All guests must register with the Harbor Master Office prior to arrival. Fees are applicable. Reservations for guest moorage can be made up to 30 days in advance and must be paid in full at time of reservation. Cancellation of a reservation must be made at least 24 hours in advance of stay to receive a full refund. Check-in is at noon and Check-out is at 11:00 am (times are tide dependent).

**Impounds** – In the event any account fails to pay the fees due according to **Moorage Fees**, BLM (being referred to as operator) has the right, in accordance with RCW 88.26.020, to take action against the vessel for which a debt is owed. The vessel may be secured to the dock or removed from the water should this action be deemed necessary. The cost of any such procedure shall be paid by the vessel owner. These procedures may be used if an owner mooring or storing a vessel at the moorage facility fails, after being notified that charges are owed and of the owners' right to commence legal proceedings to contest that such charges are owed, to pay charges owed or to commence legal proceedings. Notification shall be by two separate letters, one sent by first-class mail and one by registered mail, to the owner or any lienholder of record, at the owners last known address. In the case of a transient vessel, or where the owner

furnished no address, the operator need not give such notice prior to securing the vessel. At the time of securing the vessel, an operator shall attach to the vessel a readily visible notice. The notice shall be of reasonable size and shall contain the following information:

- The date and time the notice was attached.
- A statement that if the account is not paid in full within ninety (90) days from the time the notice is attached, the vessel may be sold at public auction to satisfy charges.
- The address and telephone number where additional information may be obtained concerning the release of the vessel.

After a vessel is secured, the operator shall make a reasonable effort to notify the owner by registered mail in order to give the owner the information contained in the notice.

If the vessel has been secured with proper notification and after ninety (90) days, the owner has not satisfied the debt owed, the conclusion will be the vessel is abandoned.

Once the vessel is considered abandoned, the operator may authorize the public sale of the vessel by authorized personnel, consistent with this section, to the highest and best bidder for cash as follows:

- Before the vessel is sold, the vessel owner and any lienholder of record shall be given at least twenty days (20) notice of the sale. The notice shall contain the time and place of the sale, a reasonable description of the vessel and the amount owed. The notice shall be published at least once, more than ten (10) but not more than twenty (20) days in a newspaper of general circulation in the county in which the facility is located. The notice shall include the name of the vessel, the last known owner and address, and a reasonable description of the vessel. The operator may bid at the sale and become purchaser.
- Before the vessel is sold, any person seeking to redeem an impound vessel should review RCW 88.26.020 for his/her rights.
- The proceeds of sale shall first be applied to any liens superior to the claim, then to pay charges, then any other liens in the order of priority. The balance, if any, shall be paid to the owner. If the owner cannot be located, see RCW 63.29.
- If the sale is a sum less than the charges, the operator is entitled to assert a claim for the deficiencies.
- In the event no one purchases the vessel at sale, the title will revert to the operator.

Please see the full disclosure of RCW 88.26.020.

**Incident** - Immediately report any and all incidents to the Harbor Master Office. An incident report form is also available at the marina office and should be completed.

**Insurance** – RCW 88.26.030 (in part) requires private moorage facility operators to require proof of marine insurance for mooring vessels when a private moorage facility operator enters into an initial or renewal moorage agreement after June 12, 2014. Any vessel, whether non-commercial tenant or visitor, must maintain insurance on the vessel at all times. The insurance must be written as Protection and Indemnity (P & I) insurance with minimum limits of \$300,000. per occurrence general liability, legal liability and pollution liability and should list Brandt's Landing Marina LLC and Eagle's Nest at Brandt's Landing LLC as additional insured. Upon request, the user shall provide BLM with documentation of such insurance. Failure to produce such documentation may result in immediate termination or use of marina. Tenant's insurance carrier or agent should notify BLM within 30 days prior to the cancellation of any policy.

**Invalidity of Particular Provisions** - If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this

agreement or the application of such term or provision to persons or circumstances other than as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

**Landing Steps** – Landing steps shall not impede reasonable access on the finger pier.

**Length Over All** – LOA is the measurement from the extreme point of the bow to the extreme point on the stern, including all gear and appurtenances.

**Liability** – Brandt’s Landing LLC and Eagle’s Nest at Brandt’s Landing LLC will not be held liable or responsible for the safekeeping or condition of any vessel or vehicle, or any other personal property, while in the marina or harbor.

**Liveaboards** – Prior to living on board your vessel you MUST discuss and be granted permission from the Harbor Master. Additional fees may apply. A liveaboard is defined if your primary residence is aboard your vessel.

**MARPOL** - A treaty known as the Marine Pollution Act (MARPOL) specifically prohibits the dumping of any plastics from any vessel anywhere in the ocean, or in our navigable waters, and restricts the dumping of all other types of refuse from boats.

If your boat is over 40’ you are required by MARPOL to have a written waste management plan onboard. It must contain – name of the vessel; person in charge and a short description of what you plan to do with your waste.

The Coast Guard requires all boats over 26 ‘to display the MARPOL placard in a visible location.

**Moorage Fees** – Moorage fees are due in advance by the 10<sup>th</sup> of each month. A Statement will be sent via E-mail (preferred) or mailed to the address on account if requested. A 5% late fee will be assessed on any balance past due. Daily or weekly moorage fees shall be paid on the first day of the agreement. The moorage fee for monthly and annual terms will be pro-rated if the moorage agreement begins prior to the first of the month. A handling fee will be assessed for any check or bank transfer dishonored for non-sufficient funds. Payments can be set up for auto pay (preferred), mailed to BLM at PO Box 1086 Eastsound WA 98245 or dropped off at the Harbor Master Office.

**Mooring Vessels** – All vessels must be securely tied with adequate bow, stern and spring lines. No lines shall cross the dock or be left unkempt.

**No Wake Zone** – All users will abide by the **NO WAKE ZONES** within the marina, until clear of breakwater pilings.

**Non Waiver** – Nothing contained in this agreement shall be construed as a waiver by BLM of any rights and privileges created by this agreement or a waiver by BLM of any other right or remedy under the laws of the State of Washington.

**Optimum Utilization of Moorage** – Vessels may be relocated on occasion at the discretion of BLM for the optimum utilization of moorage within the harbor.

**Operable Vessels** – A vessel must be capable of maneuvering under its own (engine) power. Exceptions are dinghies, row boats, skiffs, kayaks, or life rafts.

**Parking** – Each non-commercial moorage tenant is allowed up to two tenant owned vehicles located within tenant parking. Please notify Marina Harbor Master if additional parking is required. Tenant parking is provided on a first-come, first-served basis in connection with use while at BLM. No long-term parking is allowed without prior registration and is subject to additional fees. No RV’s or overnight

camping in vehicles or tents is permitted. Trailer parking is with prior approval of BLM and may be required to park at a specific location and with applicable fees.

**Permit Parking** – All non-tenant overnight vehicle parking requires registration with Harbor Master Office. Fees may be applicable.

**Proof of Ownership** – All tenants must provide Proof of Ownership. This will become the tenant Vessel of Record. Accepted Forms of Proof are Current Certification of Title, Current State Registration, Current U.S. Coast Guard documentation papers, or Financing papers.

**Seaworthy and Vessel Condition** – A vessel hull, keel, deck, cabin, and mast must be kept sound and free from dry-rot. BLM may request, at the owner's expense, the vessel vacate the marina if such vessel conditions are of concern and the vessel will not be allowed to return until its conditions have improved.

**Sewage Handling Disposal** - Discharge of untreated sewage anywhere within the waters of Puget Sound is prohibited by law under the Federal Water Pollution Control Act, 33 USC 1322; Washington State Water Pollution Control Act, RCW Chapter 90.48, and other federal, state, and local laws and regulations. Discharge of treated sewage in BLM will not be allowed per the moorage agreement.

**The definitions for Marine Sanitation Devices (MSD) are as follows:**

**Type I:** a device that relies on maceration and disinfecting for treatment of the waste prior to its discharge into the water. The standard in 33 CFR Secs. 159.123 and 159.125 is that the effluent has a fecal coliform bacterial count not greater than 1,000 per 100 milliliters and no visible floating solids.

**Type II:** a device that is similar to the Type I; however, the Type II device provides an advanced form of the same type of treatment and discharges wastes with lower fecal coliform counts and reduced suspended solids. The standard described in 33 CFR Secs. 159.126 and 159.126(a), is that the effluent has a fecal coliform bacterium count not greater than 200 per 100 milliliters and suspended solids not greater than 150 milligrams per liter.

**Type III:** a device that is designed to prevent the overboard discharge of treated or untreated sewage or any waste derived from sewage. Type III MSDs are commonly called holding tanks because the sewage flushed from the marine head is deposited into a tank containing deodorizers and other chemicals. The contents of the holding tank are stored until it can be properly disposed of at a shore-side pump facility.

**Shared Moorage** - Any tenant, in good standing, that plans to be gone from their assigned moorage location for a period of 1 week and up to 30 days, can notify the Harbor Master of the exact dates of their absence, and agree to list their moorage space, to be used during their absence, for guest moorage. If BLM uses their moorage for all or any days given, a credit will be issued for each day used on a pro-rated basis. See Harbor Master for more detail and form to complete.

**Spill Response** – Should an oil or fuel spill occur, immediately stop and contain. A containment boom is available by calling the Harbor Master Office 360 376 4477

Report the spill immediately to

US Coast Guard 1-800 424 8802 and Department of Ecology 1 800 258 5990

DO NOT use detergents or soaps to clean up. Use absorbent pads when feasible.

**Subleasing** – Subleasing is allowed with conditions. See Harbor Master for information and forms. Fees apply.

**Swimming, Fishing, Diving** – Any swimming, fishing or general diving is prohibited within the harbor. Scuba divers may be allowed to inspect or repair the underwater portion of a vessel zinc or propeller replacement. All diving is performed at the divers' own risk with proper divers flag up in compliance with Coast Guard regulations. Please notify the Harbor Master Office prior to scheduling a diver for any such inspection.

**Termination** – Any moorage agreement holder may terminate their agreement, without cause, by giving one full calendar month advanced notice in writing. Should any moorage agreement holder fail to adhere to their contract terms or violate the Customer Handbook, BLM may choose to terminate their agreement with 30 days advance notice in writing, unless it is deemed the violation of the agreement is of such nature that there is threat to health, safety or welfare of the marina or its customers, in which case BLM may change the 30 day advance notice to a 10 day Notice to Vacate.

**Time is of the Essence** – Time is of the essence of this agreement.

**Trailers** – Trailers must be currently licensed and operational. Trailers may be relocated if deemed necessary by BLM. If trailer storage fees have not been paid for two consecutive months on a trailer stored on BLM property, BLM will have the option of treating the trailer as abandoned and have it impounded and/or towed at the expense of the owner. If a trailer remains on BLM property and the trailer owner is unknown, BLM will have the option of treating the trailer as abandoned and have it towed as abandoned at the expense of the owner.

**Trespassers** – BLM is not responsible for unauthorized persons using the moorage space herein assigned or for the removal of such persons and their vessel.

**Upland Storage** – Contact the Harbor Master Office for more information. Fees are applicable.

**Upland Use** – Upland use is by prior approval of BLM. Fees are applicable.

**Vehicles** – Vehicles must be currently licensed and operational. Marina tenants are allowed up to 2 vehicles on site at one-time, provided they are the registered owner. Vehicles staying overnight must register at the marina office, fees may apply.

**Vessel Identification** - All vessels must have valid identification permanently affixed to the hull and clearly visible from the outside. State or Coast Guard registered vessels should display registration numbers and a valid decal. Documented vessels should have the valid registration decal displayed on the hull.

**Vessel Maintenance** – Normal upkeep, washing (no suds - use natural cleaners such as baking soda or vinegar), polishing, oil changes and routine engine tune-ups are allowed while the vessel is in the water. Major repair or outfitting, spray painting, sandblasting, welding, or work considered hazardous is prohibited within the marina. See **BMP** for more information.

**Vessel of Record** – This is the vessel authorized to occupy the assigned moorage and is considered the Vessel of Record. No other vessel is permitted to occupy the assigned moorage. Tenant shall not assign or transfer this moorage agreement or any interest in the moorage space designated by the moorage agreement without prior written permission from BLM.

**Warranties** – BLM makes no warranties, express or implied, as to the condition of the assigned moorage space, the marina premises and facilities, the services provided pursuant to the moorage agreement, of the suitability of such premises and facilities and services for their intended purposes. Tenant acknowledges

that he/she has had an opportunity to inspect the marina and the assigned moorage space prior to execution of this moorage agreement and accepts the marina and the assigned moorage space in its current condition.

**Waste Oil Disposal** – BLM does not provide for waste oil disposal.

**Water** – Water is available on the docks with moorage agreement. Water is available at the Boat Launch.

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## **Waiting Lists**

As BLM usually has all moorages assigned, a waiting list is maintained for any vacating moorage space. If interested in a permanent moorage space, please contact the Harbor Master Office to be placed on a first-come, first-served list, subject to appropriate slip availability.

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## **Commercial Moorage Assignments**

Commercial moorage space is limited within the marina. Inquiries or interest should be made to the Harbor Master Office.

A commercial moorage customer must:

- Provide proof of being properly licensed to conduct the business in which they are engaged and provide State of Washington UBI number.
- Provide a copy of County and State business license as applicable.
- Provide proof of insurance coverage, for each commercial vessel listed on the moorage agreement, in good standing with a reputable insurance company, must be written as Protection and Indemnity (P & I) insurance with minimum limits of \$1,000,000. per person, and \$1,000,000 per accident or occurrence for bodily injury or death and a minimum limit of \$500,000 per accident for property damage. Additional coverage may also be required.
- Sign an annual Hold Harmless agreement.
- Sign a moorage agreement with specified location of vessel(s) within the harbor, any storage boxes or containers and location, any kiosk(s), picnic tables, any upland vessels, dinghies or kayaks, designated parking areas and allowable upland trailer location(s).
- Adhere to BLM Customer Handbook. Failure to comply to the Customer Handbook and signed agreement (contract) may result in termination of part of or the complete signed agreement (contract).

BLM reserves the right to limit Commercial Moorage Assignments to a % of total dock space within the harbor.

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