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 **H & L Brandt Family, LLC dba**

**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 and H & L Brandt’s Family 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 currant 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** H & L Brandt Family, LLC dba 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:

**Administrative Fee** – At management discression, an Administrative Fee, listed on the current Rate Sheet, will be charged per occurrence.

**After Hours Check In** – Contact Marina 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 marina 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 Marina Office.

**Boat Launch -** Boat Launch customers are subject to Hold Harmless clause as posted at Boat Launch registration station. Boat Launch is for public use, rate sheets available at the Marina Office and on our web site. Registration and payment/tickets due at time of use. Once a vessel/trailer is pulled from the water and washed down, the vessel/trailer must be moved away from the boat ramp area.

**Conduct –** Behavior that creates a nuisance or disturbsothers 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 Marina 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. No weight bearing attachments are allowed to hang from or be tied to the dock i.e., crab pots, crab traps, fish bait boxes, etc., or containers of any kind. Storage of anything on the docks is prohibited. Any items left unattended on the docks are subject to BLM removal, an Administrative Fee and/or 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. Hoses and ropes should be kept coiled, out of the way, and non-impacting as a tripping hazard or obstruction to any boater.

**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 Marina Office for electrical availability. Fees apply.

**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 Marina Office and on our web site. 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 or banning from the marina. 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 Harbormaster.

**Guest Moorage –** All guests must register with the Marina Office prior to arrival. Fees are posted on the current Rate Sheet. 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** – Subject to RCW notifications, requirements and impound procedures. Please see the full disclosure of RCW 88.26.020 and RCW 63.29.

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

**Insurance** – RCW 88.26.030 (in part) State of Washington 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 non-commercial 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 H & L Brandt Family, LLC dbaBrandt’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. See Commercial Moorage Agreement below for coverage requirements.

**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/dock.

**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 Marina LLC and Eagle’s Nest at Brandt’s Landing LLC and H & L Brandt Family 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 written permission from the Harbormaster. Additional fees may apply. A liveaboard is defined if your primary residence is aboard your vessel. Any granted permission can be voided by the Harbormaster should a “just cause” present itself. See **Over Night Stay** for additional definition.

**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 Charges –** Moorage is calculated on the overall length of the vessel or the length of the space available, whichever is greater.

**Moorage Fees** – Moorage fees are due in advance by the 10th of each month. An invoice 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 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 made online with an invoice, set up for auto pay, dropped off at the Marina Office or mailed to BLM, PO Box 1086, Eastsound, WA 98245.

**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.

**Occupancy of moorage** – In order to continue as a moorage tenant holder, any vessel of record with an assigned location must occupy that location at least 5 months within a 12 month period. Contact the Harbormaster for any exception including extensive travel or vessel construction/repair. Proof for the exception should be included in the request.

**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.

**Over Night Stay** – Occasional overnight stays on board your vessel are allowed for tenants/guests, provided you are in good standing with the marina. Occasional nights is defined as up to several consecutive nights. Any overnight stay past four MUST be discussed and granted written permission from the Harbormaster. Any granted permission can be voided by the Harbormaster should a “just cause” present itself.

**Parking** – Each non-commercial moorage tenant is allowed up to two tenant owned vehicles located within tenant parking. Please notify Harbormaster 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 allowed with prior approval of BLM. Trailers are required to park at a specific location and may be subject to marina fees.

**Permit Parking –** All non-tenant overnight vehicle parking requires registration with Marina Office. Fees may apply.

**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**.**

**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 Harbormaster 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 any or all days given, a credit will be issued for each day used on a pro-rated basis. See Harbormaster 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 Marina Office at 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 Harbormaster 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 Marina 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.

**Tides** – The marina is subject to tidal changes. At the shallowest point near the end of the jetties, at zero tide, the depth is between 2’ – 3’. Low tides may limit vessel access to and from the marina. Some moorage locations may also be affected by the tides. Please check tide guides before arrival or departure.

**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 may 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 Marina Office for more information. Fees apply.

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

**Vehicles** – Vehicles must be currently licensed and operational. Marina tenants are allowed up to two vehicles on site at one-time, provided they are registered to the vessel owner. Vehicles staying overnight must register at the marina office, fees may apply (see Parking). Vehicles found driving in excess of posted speed limits can be charged an administrative fee (per occurrence) and possible banning from the marina if the issues becomes habitual.

**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 for washing down boats and trailers. Please be respectful of other boat launch users while washing down. There is a small parking area adjacent to the boat ramp that can be used for short term boat washdown.

**Waiting Lists**

As BLM usually have all moorages assigned, a waiting list is maintained for any vacating moorage space. If interested in a permanent moorage space, please contact the Marina Office to be placed on the wait list. Offering moorage to those on the wait list is subject to appropriate slip availability.

**Commercial Moorage Assignments**

Commercial moorage space is limited within the marina. Inquiries or interest should be made to the Marina 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 and within the harbor, with a reputable insurance company, 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. The insurance must be written as P and I insurance per occurrence general liability, legal liability and pollution liability and must list H & L Brandt Family, LLC dbaBrandt’s Landing Marina LLC and Eagle’s Nest at Brandt’s Landing LLC as additional insured.

-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 the number and size of Commercial Moorage Assignments at its sole discretion.

 Doc 2/19/16 Revised Mar 2021