



Marina Rules and Regulations

It is Columbia Crossings' policy to operate our marinas in full compliance with the Oregon State Marine Board's Clean Marina Guide Best Management Practices.

In this document:

"You" and "your" refers to Tenant (signer(s) of the Rental Agreement). "We" and "our" refer to Columbia Crossings.

Our goal is to provide you with the finest marinas in the Greater Portland/Vancouver area. Your peace and enjoyment and that of your neighbors is dependent upon the willingness of all tenants to be courteous and cooperative. If an undesirable situation arises or exists, please contact Columbia Crossings management. Your comments and/or recommendations help us carry out our responsibilities to all of our tenants.

1. Your Lease

- 1.1. **Boat Length and Your Rent Rate:** Your Boat's Length Over All ("LOA") includes everything, which contributes to the space the boat occupies in the slip, e.g., bowsprits, pulpits, swim platforms, anchors, motors, dinghies, etc. Our Harbormaster will measure your boat. If the LOA measured by the Harbormaster exceeds the LOA stated in the lease, you will be required to pay additional monthly charges. If your boat extends more than two feet into the fairway, you will be required to transfer to a larger slip.



- 1.2. **Changing Slips / Changing Boats:** Moving your boat to another slip requires a "Notice of Intent to Transfer" form to be executed and is subject to a transfer fee. Tenants must moor only the vessel that is assigned to the slip per the lease agreement or complete a change of vessel form with the leasing department.
- 1.3. **Liveaboard Status:** Our standard lease does not provide for liveaboard status. If you propose to liveaboard your boat, you must apply for written approval. If you stay on your boat for three or more days/nights a week on a regular basis, we will consider you an unapproved Liveaboard subject to restricted use of your access card, immediate termination of your lease and immediate removal of your boat from our marina's. Additional fees and conditions will apply to approved Liveboards.
- 1.4. **Selling Your Boat:** You are responsible for your slip as long as your lease is in force. If you intend to sell your boat and do not plan to use your slip for another boat you own, you must terminate your lease. Your boat's purchaser(s) must arrange for his/her/their own lease. Please note: We cannot guarantee that your slip will be available for your boat's purchaser. In addition, Tenant shall not sell Tenant's Boat to a person or entity who intends to leave Tenant's Boat at the Premises without first obtaining Landlord's prior written acceptance of Tenant's purchaser as a tenant.

- 1.5. Tenant acknowledges that **sublease agreements are not permitted** according to the Boat Moorage Rental Agreement section #12 Assignment/sublease.

2. On the Docks

- 2.1. All children age 12 and under must wear a USCG approved floatation device (“life vest”) at all times.
- 2.2. No running or horseplay is allowed on the docks.
- 2.3. Boats, dinghies and other watercrafts are to be kept seaworthy at all times including, but not limited to ensuring that the boat registration is current, the engine is operable, the boat is winterized and to promptly respond to a request by Landlord to make repairs or to pump the boat of any water that may potentially cause the listing or sinking of the boat.
- 2.4. If your dinghy does not fit into your slip with your boat and you are using a designated dinghy area you need to register and tag your dinghy with the leasing office There is a \$25.00 charge per month for dinghy storage, with the exception of Hayden Bay Marina.
- 2.5. Boats are to be kept clean and orderly with no personal property stored on the docks or the deck of the boat and in good mechanical condition. Please use biodegradable products when cleaning your boat.
- 2.6. Your boat must be tied so that no part of the boat or its attachments extends over the walkway or more than two feet into the fairway.
- 2.7. Marina walkways and dock fingers are to be kept completely clear of any personal property, including but not limited to, dinghies & kayaks.
- 2.8. Dock steps must be approved by the Harbormaster. In no case will dock steps be permitted to occupy more than half the width of the dock finger. Nothing may be stored in or under dock steps.
- 2.9. You must obtain the approval of the Harbormaster before performing any boat repair work, **including sanding**, in our boat slips. In-water hull scraping or removal of paint below the water line is prohibited. To provide access to enter the marina for persons or contractors working on your boat, tenant must provide our leasing office with 24 hour written authorization for the person or contractor.
- 2.10. Electrical cords will be inspected for acceptability by the Harbormaster. All cords must be of 3-wire design. 30-amp cords must be made of 10-gauge wire. 50-amp cords must be made of 8-gauge wire. 100-AMP cords must be made of 3-gauge wire.
- 2.11. Use appropriate lines to secure your boat to the dock. Use spring lines to keep your boat from moving fore and aft in the slip. Contact the Harbormaster if you need help with spring lines.
- 2.12. **Sailors:** Please secure your halyards away from your mast so that they don't disturb your neighbors.
- 2.13. Use of wheeled vehicles including, but not limited to, motorcycles, bicycles, skateboards, scooters, or roller skates on marina walkways, ramps or in the parking lots is **prohibited**. Bicycle storage is prohibited at the top of the ramps and any other part of the ramps or docks.
- 2.14. Dock carts are the property of Columbia Crossings, and are for the use of all tenants. Dock carts should be returned to the top of the ramp directly after use. Dock carts are not to be used for commercial purpose. Be considerate of your neighbors.
- 2.15. The use of commercial shopping (Safeway, etc.) carts is absolutely prohibited on Columbia Crossings property, (ramps, docks, walkways, sidewalks, or parking lots). Ramp gates are not to be propped open. Our security systems are in place to protect your property and ours.
- 2.16. **Garbage or other refuse** of any type must always be placed in appropriate containers. It may not be left at your slip or on our walkways. **It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.**
- 2.17. Motor oil may only be disposed of at the approved facilities located at each marina. Please drain oil filters thoroughly prior to disposal.
 - 2.17.1. You must not generate or dispose of any other petroleum products or hazardous materials in, on, or around the premises or the facility.
 - 2.17.2. The burning of petroleum-containing waste, plastics, garbage, or other materials which generate black smoke or noxious fumes is strictly prohibited.
- 2.18. **Sewage** of any kind must **never** be discharged overboard under any circumstances. To empty holding tanks or “porta-a-pots”, boaters shall use the public pump-out facilities provided at our three marinas or other boat pump out facility or shall contract with a licensed pumper boat service. **“Port-a-pots” may never be emptied in any of our restroom facilities.**

- 2.19. Dock Boxes (Tomahawk Bay Only) Tenants are responsible for assigned dock boxes. Dock boxes must be locked or wired shut to prevent damage or loss in strong winds. Unattended dock boxes will be fined \$10.00 per day. If tenant is negligent and the dock box is damaged or is lost in the water tenant is responsible to replace the dock box at tenant's expense. Landlord is not responsible for loss of any items.

3. On the Water

- 3.1. Please observe the No Wake Speed Limit in all marinas, subject to a fine. No swimming is permitted in the marinas.

4. Parking

- 4.1. **Availability:** While you are using your boat, parking is available on an unreserved basis, except as outlined below.
- 4.2. **Restricted Zones:** The 15-minute parking, reserved parking, and handicapped parking zones are strictly enforced. Vehicles in violation may be towed *at the vehicle owner's expense*.
- 4.3. **Restricted Vehicles:** The following types of vehicles are prohibited in all Columbia Crossings parking areas, and are subject to immediate tow *at the vehicle owner's expense*:
- 4.3.1. Trailers of all types, motor homes (any size), campers (on or off pickup trucks), trucks larger than full-sized pickups.
- 4.3.2. Any vehicle which is not currently licensed, has flat tires or is inoperable for any other reason.
- 4.3.3. Any vehicle parked for more than seven (7) consecutive days without our prior written approval.
- 4.3.4. Any vehicle otherwise in violation of these Rules and Regulations.
- 4.3.5. Vehicles are not to be used as storage units.
- 4.3.6. Columbia Crossings has storage facilities available to rent.
- 4.4. **Restricted Activity:** Overnight camping is prohibited in the parking areas.

5. All Columbia Crossings Facilities

- 5.1. Children aged 12 and under must wear a life vest and be accompanied and supervised by adults while in the marina.
- 5.2. **Guests:**
- 5.2.1. You are responsible for your guests. Rowdiness on the docks, walkways, parking lots or on boats will not be tolerated.
- 5.2.2. Running on walkways and ramps by any person is not allowed.
- 5.2.3. Children must be accompanied and supervised by adults while in the moorage. Children 12 and under must wear a life vest.
- 5.2.4. Persons hired to work on your vessel must have your written permission to have access to your vessel or to enter the moorage area.
- 5.3. **Wildlife:** Feeding the ducks, geese, and other animals in the moorage area, including ramps, docks, walkways, parking lots or common areas is **prohibited**. This activity supports a healthy rodent population.
- 5.4. **Pets:**
- 5.4.1. Pet owners are fully responsible for the behavior of their pets and any damage caused by them.
- 5.4.2. Pet owners shall not allow their pets to become a nuisance to others and shall clean up after their pets in all areas. Tenants must obey the Leash & Scoop Law. Excrement left on the property will result in a fine. Continued violation of this rule may result in prohibiting pets from being on the property.
- 5.4.3. Pets on Hayden Island are under the jurisdiction of Multnomah County Animal Control who are responsible for enforcing the animal statutes for the county. Pets must be registered with MCAC.
- 5.4.4. Pets must be always on a leash or in a carrier while on the property.
- 5.4.5. Animals found unattended on the walks will be turned over to Multnomah County Animal Control.
- 5.4.6. Animals are absolutely prohibited in restrooms and showers.

- 5.5. **Bulletin Boards:** All postings must be approved by the Harbormaster and include the date they were posted. Undated postings will be removed immediately by the Harbormaster.
- 5.6. Smoking is strictly **prohibited** throughout the property. You may smoke on or in your liveaboard residence, but if your smoking activity becomes a nuisance to other tenants or guests, Columbia Crossings reserves the right to prohibit smoking on or in your liveaboard dwelling. "Smoking" shall mean and include inhaling, exhaling, burning or carrying any lighted or smoldering cigarette, cigar, tobacco product, marijuana product, and all similar substances, whether legal or illegal.

6. Security

- 6.1. Do not loan, give or attempt to copy any security access cards issued to you.
- 6.2. Security access cards will only be issued to the approved tenant.
- 6.3. You are most important in maintaining a secure moorage.
- 6.4. Keep a watchful eye on suspicious activity.
- 6.5. Do not allow people through the gate, they must have an access card.
- 6.6. Report any criminal or suspicious activity immediately by calling one or more of the following:
 - 6.6.1. Columbia Crossings Security (503) 720-2621
 - 6.6.2. Police non-emergency (503) 823-3333 or Emergency 911
 - 6.6.3. Leasing Office (503) 283-2444

7. Dock Cart Use

- 7.1. Dock carts are the property of Columbia Crossings and are for the use of all Tenants.
- 7.2. Dock carts should be returned to the bottom of the ramp directly after use.
- 7.3. Dock carts are not to be used for commercial purposes. Be considerate of your neighbors.

8. Enforcement

- 8.1. Each tenant must comply with the terms and conditions of the lease agreement and the Marina Rules and Regulations.
- 8.2. Violations may be reported by other tenants or employees of Columbia Crossings. At the discretion of Columbia Crossings, tenant may be given an opportunity to cure the violation prior to the levying of fines and deactivation of access cards. This schedule below shall be used to determine the amount of fines for violations, and may be levied per occurrence, daily, weekly, or monthly.

Vessels not assigned to the slip	\$10 per day
Unapproved tenants living on their boat	\$25 per day
Non-operable or dirty boats	\$10 per day
Personal property stored on the boat decks	\$10 per day
Personal property stored on the docks	\$10 per day
Non-compliant shore power cords	\$10 per day
Infraction of wheeled vehicle rules	\$10 per day
Propping gate open	\$10 per day
Improper disposal of garbage and other refuse	\$50 per occurrence
Infraction of no wake speed limit	\$50 per occurrence
Pets off leash	\$25 per day
Smoking in prohibited areas	\$10 per occurrence
Dumping or disposing of rubbish, debris, or other items	\$125 per occurrence & cost of removal
Storage of hazardous or dangerous materials	\$125 per occurrence
Any other violation of your lease or rules and regulations	\$25/per occurrence
Subleasing / Short-term rentals	\$50/per occurrence
Noise Violations	\$10/per occurrence
Unapproved repair work (i.e. sanding or painting)	\$50/per occurrence
Unattended Dock Box	\$10/per day
Parking Violations	\$10/per day