





**DRY STORAGE AGREEMENT**

**NEWPORT SKYLAUNCH™**

This Lease Agreement is made as of \_\_\_\_\_ (date of agreement)  
between SEATTLE BOAT CO. (hereinafter called “SBC”) and  
\_\_\_\_\_ (hereinafter called “TENANT”).

**WITNESETH:**

1. SBC does hereby rent and lease to Tenant the dry storage space indicated above at SBC’s place of business at Bellevue, King County, Washington commonly known as “Seattle Boat Co.” for a term of ONE YEAR (twelve consecutive months) or Pro-Rated term ending May 31<sup>st</sup> as approved, commencing and ending at the time and date shown above.
2. Tenant shall pay to SBC monthly, in advance, during the term of this agreement, the total monthly rental amount of \_\_\_\_\_. If any amount due SBC is not paid within 30 days following the due date, SBC shall increase the amount due by 10%. SBC is authorized to cancel forthwith this lease agreement, to either secure the boat in said storage space or to remove the boat from said storage space, placing it at any other location it chooses, and to hold it as security for payment in full of all accounts due to SBC including the balance of rental up to the end of the month in which the lease is terminated, all regular charges incurred for the removal of the boat from the boat storage space and any legal fees incurred. When the amount due SBC is approximately equal to the value of the boat, SBC may initiate proceedings to sell the boat and retain amounts due SBC plus 20% commission on the boat sales price out of the net proceeds of the boat.
3. All storage agreements that are initiated after the first day of the month will be prorated on the number of days storage for that month. Any storage agreement terminated after the first day of the month will be responsible for the total months storage fee, with no prorating.
4. No boat storage space may be subleased without the prior written consent of SBC. Assigned boat storage shall be used solely for the storage of the boat described above.

5. TENANTS shall keep their boat in a safe and seaworthy condition while within SBC.
6. TENANTS shall not operate or permit the operation of their boat within the marina area in excess of the established speed limit (DEAD SLOW – NO WAKE SPEED) or violate other safety rules established by SBC, Newport Yacht Basin Association, the City of Bellevue, U.S. Coast Guard or State of Washington. Tenants must slow to no wake speed well before entering the marina and at no less than 300 feet from the most seaward dock or the buoys west of the marina structure thus avoiding damage causing wake.
7. SBC shall not be liable for any personal injury sustained by any TENANT, his family, guests, visitors or agents while upon any of SBC premises, including docks, piers and walkways, it being expressly agreed by the TENANT that he accepts as his own those risks and hazards related to marina area property or activities.
8. Disorderly or indecorous conduct by the TENANT, or their family, guests or visitors which, as determined by and in the sole discretion of SBC, may result in injury to any person, cause damage to the property of Newport Yacht Basin Association members, SBC, it's customers, employees or other tenants, or through the actions of the aforementioned parties, harm the reputation of SBC shall be cause for immediate cancellation of this lease agreement. Security video monitoring may be used throughout SBC and marina property and will be reviewed following any complaint of disorderly conduct or report of damage to property.
9. It is mutually agreed that when SBC accepts a boat for storage, that SBC shall not be held liable in any manner for the safekeeping or the condition of the boat, that SBC is not responsible therefore as warehouseman and that the relation of the parties hereto shall be that of landlord and tenant and that SBC shall in no way be responsible to TENANT for loss by fire, theft, storm, act of God, or any other damage or loss for any cause whatsoever to TENANT'S boat and/or personal items attached to or stored in TENANT'S boat. It is expressly agreed to by the TENANT that he, in his sole discretion, may and does decide that the presence of his person or property at the marina is evidence of his assuming the risk of any and all such losses.
10. If the TENANT remains in possession after expiration of the term hereof with SBC's consent and without any written agreement of both parties, TENANT shall be a tenant at will; and there shall be no renewal of the lease agreement by operation of law.
11. Should this lease agreement be canceled for any reason, SBC shall have the right of removing TENANT'S boat from any storage space. Said removal shall be at the expense of the TENANT. During any said removal, SBC shall not be liable to the TENANT for any damages to said boat or personal property attached thereto or stored in the boat.

12. SBC is hereby requested and authorized, but not obligated, to take such steps as may be deemed advisable in the interest of the TENANT in moving their boat from the above specified storage space if SBC deems it desirable under emergency or other unusual conditions to take such action either to protect or prevent damage to the boat or other surrounding craft or property. It is expressly understood that SBC shall not be responsible for any damage occurring as a result of this gratuitous action.
13. This lease agreement will terminate on its "Termination Date" as provided above unless otherwise terminated as provided herein or by the mutual acknowledgment of SBC and TENANT.
14. TENANT must give a 30-day written notice to SBC before taking boat out of storage.
15. TENANT is required to supply ropes and 4 fenders so that the boat will not be damaged when it is taken out of storage and docked, awaiting pick-up or retrieval. TENANT must display all 4 fenders if the boat is left at the dock after hours. TENANT is required to install cover over boat upon returning to storage. All boats must be covered while in rack storage location.
16. TENANT agrees to the PEAK DAY PROCEDURES upon notification at launch, upon scheduling or in writing on days of exceptional launch use. These operational procedures are for the exceptional use dates. Peak Day Launch Activity occurs on very few specific dates. Annually, only 3 to 5 days of the "in-season" will reach Peak Day Operating Procedure levels. On the following dates (subject to weather conditions): Memorial Day Week-end, 4<sup>th</sup> of July, Seafair Week-end, Labor Day Week-end, open sockeye fishing dates; street side traffic enforcement, overflow valet parking and returning vessel procedures will be enacted.

Exceptional Peak Day Launch Activity may occur on dates other than determined above. Exceptional Peak Day Activity is defined when 25% of Maximum Capacity is launched within a 4 hour period of time of the Daily Launch Schedule. These days may occur when a special event, special holiday, exceptional weather occurs. Personnel will be positioned on-call or scheduled on these days.

The Peak Day Operating Procedure document is attached to this contract.

17. TENANT agrees to park in designated SkyLaunch Reserved parking stalls located on the premises and will not park in designated NYBA parking stalls. TENANT vehicles must display the provided Seattle Boat Newport SkyLaunch parking pass.
18. TENANT agrees that all launch and retrieval requests must be scheduled with the online scheduler. Upon returning to the SkyLaunch facility, customers must first schedule the haul-out via the online scheduler prior to entering the marina waterways. One SkyLaunch vessel will be allowed to progress at a time and must clear the Main Channel upon return and Launch Channel upon departure prior to the next vessel approach is allowed.

19. TENANT agrees to maintain insurance on his boat and all related property and names Seattle Boat Co. and the Newport Yacht Basin Association as Additional Insured. Standard vessel owner policy with minimum coverages of General Liability and Property Values required. See Agreement To Provide Insurance.
20. TENANT agrees to comply with the Rules and Regulations of the Newport Yacht Basin Association and adhere to the Traffic Guide For Boaters. Documents attached as titled above.
21. TENANT agrees to pay monthly lease cost by automatic charges to Automatic Debit, Visa, MasterCard, American Express or Direct Payment Method on the first day of each month in advance. A 3% processing fee will be added to all Charges to Automatic Debit, Visa, MasterCard, or American Express.
22. Tenant agrees that the vessel is equipped with a battery switch and must be in the "off" position when not in use. If the boat is not equipped with a battery switch, one must be installed before storing the boat at the Newport SkyLaunch.

\_\_\_\_\_  
Signature of TENANT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip Code

\_\_\_\_\_  
Home Telephone

\_\_\_\_\_  
Work Telephone

\_\_\_\_\_  
Mobile Telephone

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SEATTLE BOAT CO

By: \_\_\_\_\_ It's: \_\_\_\_\_



## *Early Termination Policy*

All contracts with Seattle Boat Company are based on a lease agreement beginning at lease commencement and ending May 31 each calendar year.

### Policy Agreement

- Lessee terminates with remaining Lease Term equal to or greater than nine (9) months, agrees to pay six (6) months rent to exit and terminate lease agreement early.
- Lessee terminates with remaining Lease Term equal to or greater than six (6) months but less than nine (9) months, agrees to pay four (4) months rent to exit and terminate lease agreement early.
- Lessee terminates with remaining Lease Term equal to or greater than three (3) months but less than six (6) months, agrees to pay two and one-half (2.5) months rent to exit and terminate lease agreement early.
- Lessee terminates with remaining Lease Term less than three (3) months, agrees to pay one (1) month rent to exit and terminate lease agreement early.

Thank you for your co-operation and we look forward to exceeding your expectations.

\_\_\_\_\_  
LESSEE Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

SEATTLE BOAT CO. \_\_\_\_\_ Date \_\_\_\_\_

## *Early Termination Policy*

Example A: Commences June 1<sup>st</sup> – Terminates August 20<sup>th</sup>

June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	
Enter Paid	Paid	Exit Paid	Buy Out	Buy Out	Buy Out	Buy Out	Buy Out	Buy Out	Buy Out	No Charge	No Charge	No Charge

Lessee pays in advance August Rent in full and pays one payment of Six (6) months rent to allow early termination.

Example B: Commences March 1<sup>st</sup> – Terminates May 15<sup>th</sup>

June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enter Paid	Paid	Exit Paid

Lessee pays in advance May rent in full. No termination penalty as Lease Agreement ends May 31<sup>st</sup>.

Example C: Commences August 1<sup>st</sup> – Terminates April 25<sup>th</sup>

June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
N/A	N/A	Enter Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Exit Paid	Buy Out

Lessee pays in advance April rent in full and pays one payment of One (1) month rent to allow early termination.

Example D: Commences July 1<sup>st</sup> – Termination December 15<sup>th</sup>

June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
N/A	Enter Paid	Paid	Paid	Paid	Paid	Exit Paid	Buy Out	Buy Out	Buy Out	Buy Out	No Charge

Lessee pays in advance December rent in full and pays one payment of Four (4) months rent to allow early termination.

**SEATTLE BOAT CO.  
CHARGE CARD AUTHORIZATION**

I hereby authorize Seattle Boat Co. to charge the below credit card for the monthly storage fees under the terms of the lease agreement dated

\_\_\_\_\_.

**Visa**     

**MasterCard**     

**American Express**     

Cardholder Name: \_\_\_\_\_  
(as shown on card)

Expiration Date: \_\_\_\_\_

CVV2 Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_



**SEATTLE BOAT CO.  
DIRECT PAYMENT PLAN AUTHORIZATION**

**DIRECT PAYMENT**

We are pleased to offer you a new service – the Direct Payment Plan. Now you can have your payment made automatically from your checking or savings account.

**The Direct Payment Plan will help you in several ways:**

- It saves time – fewer checks to write
- Helps meet your commitment in a convenient and timely manner – even if you’re on vacation or out of town
- Your payment is always on time – it helps maintain good credit
- It saves postage
- It’s easy to sign up for, easy to cancel
- No late charges

**Here’s how the Direct Payment Plan works:**

You authorize regularly scheduled payments to be made from your checking or savings account. Your payments will be made automatically on the specified day. Proof of payment will appear on your statement. The authority you give to charge your account will remain in effect until you notify us in writing to terminate the authorization. The Direct Payment Plan is dependable, flexible, convenient and easy. To take advantage of this service, complete the following authorization form and return it to us.

**AUTHORIZATION FOR DIRECT PAYMENT**

I, and the financial institution named below, authorize **Seattle Boat Co.** to initiate entries to my checking or savings account, to charge the below Account Name & Number for the monthly storage fees under the terms of the lease agreement dated \_\_\_\_\_. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. I can stop payment of any entry by notifying my financial institution 3 days before my account is charged.

\_\_\_\_\_  
(ACCOUNT NAME - NAME OF FINANCIAL INSTITUTION) (BRANCH)

\_\_\_\_\_  
(CITY) (STATE) (ZIP)

Account Number: \_\_\_\_\_

Financial Institution Routing #: \_\_\_\_\_  
(between these symbols | : | on the bottom left of your check)

PLEASE  
ATTACH  
VOIDED  
CHECK

Initial payment amount: \$ \_\_\_\_\_

Regular payment date: \_\_\_\_\_

On \_\_\_\_\_ I authorized **SEATTLE BOAT CO.** to initiate electronic entries to my checking/savings (TODAY’S DATE) account and have agreed to the terms listed on this authorization. I may revoke my authorization with the company at any time by writing to the following address:  
**3911 Lake Washington Blvd SE, Bellevue, WA 98006 – Attn. Accounting Dept.**

\_\_\_\_\_  
(NAME - PLEASE PRINT)

\_\_\_\_\_  
(ADDRESS - PLEASE PRINT) (CITY) (STATE) (ZIP)

\_\_\_\_\_  
(SIGNATURE) (TODAY’S DATE)

AGREEMENT TO PROVIDE INSURANCE

TENANT NAME			
ADDRESS	CITY	STATE	ZIP
BOAT YEAR	MAKE	MODEL	VIN NUMBER
INSURANCE COMPANY	POLICY NUMBER	EFFECTIVE DATES	
INSURANCE AGENT			
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER			
<p>I understand that I must provide a Certificate of Insurance and name SEATTLE BOAT CO. and Newport Yacht Basin Association as an additional insured during the term of dry storage at Seattle Boat Co.'s location located in the City of Bellevue, County of King, Washington. Accordingly, I have arranged for the required insurance through the insurance company above to issue this certificate and forward promptly to the following addresses:</p>			
<p>1) Seattle Boat Co 659 NE Northlake Way Seattle, WA 98105</p>			
<p>2) Newport Yacht Basin Association 3911 Lake Washington BLVD SE Bellevue, WA 98006</p>			
TENANT SIGNATURE		DATE	

# NEWPORT YACHT BASIN ASSOCIATION

## RULES AND REGULATIONS (R&Rs)

Effective October 1, 2014

As part of our effort to provide a safe and inviting atmosphere and facility for Unit Owners, tenants, occupants and guests at the Marina, the following rules and regulations are provided for your safety and protection of the Marina.

Per the Association's Declarations Recorded April 2, 2014, Section 7.4 Powers, directs the Board of Directors to "adopt and amend rules and regulations" and to "levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board of Directors and furnished to the Unit Owners, tenants, occupants and guests for violations of the Declaration, Bylaws, and the Rules and Regulations of the Association."

All provisions of these Rules and Regulations are subject to local, State and Federal laws. All ambiguities herein or matters not explicitly stated shall be governed by the terms of the Declaration and Bylaws for the Newport Yacht Basin Association. If any of these Rules and Regulations conflict with the provisions in the local, State or Federal laws or the Declaration and Bylaws of the Newport Yacht Basin Association, the laws and the Declaration and Bylaws will apply.

Each Unit Owner, tenant, occupant and guest understands and agrees to abide by these rules and regulations and acknowledges that failure to comply with them and in accordance with the governing documents may result in fines as in the attached Appendix A. It is a requirement of the Unit Owners who are responsible for their guests to also inform their tenants, occupants and their guests of the obligation of all parties to comply with the provisions in these Rules and Regulations. Unit Owners are responsible and accountable for the violations/fines of their guests, tenants, occupants and their guests of any violations of these R&Rs.

These Rules and Regulations may be amended periodically by the Newport Yacht Basin Association Board of Directors upon written notice to Unit Owners. Additional copies of these Rules and Regulations are available in the Marina office.

1. No watercraft shall be moored in the Marina that cannot demonstrate its ability to move under its own power on an annual basis. Exception: A 90 day grace period shall be allowed for engine repairs.
2. Charcoal or propane burners are not permitted on the docks, walkways or finger piers. Exception: At the discretion of the Board of Director's propane burners will be permitted for social functions at the covered area on B dock. (Social dock)
3. Each Unit shall be limited to one watercraft, unless the Unit Owner receives written permission from the Board of Directors to moor an additional watercraft within the boundaries of their Unit.

4. To protect the Marina infrastructure, watercraft and owner's/tenant's boat cleats from boat wakes from the lake waves, all watercraft in the uncovered sections of docks A, B and C are required to have "snubbers" in-line to all bow and stern lines attaching any watercraft to any walkway or finger pier.
5. Watercraft owners are responsible for the safe and secure mooring of their watercrafts and are liable for any damage to their watercraft, to other watercrafts and Marina property.
6. No watercraft shall be moored in a Unit by a Unit Owner/tenant or permitted to be moored in any Unit if such watercraft, including the bow pulpit, swim step and dinghy extends more than two (2) feet beyond the end of the finger pier of an uncovered Unit or in the case of a covered Unit, three (3) feet beyond the end of the finger pier. No part of any watercraft shall overhang any Common or Limited Common Area.
7. Only approved marine fenders, pads and dock boxes may be placed onto pilings, finger piers, walkways or any Marina property.
8. No gas containers, propane bottles, flammable liquids, dinghies or kayaks of any type shall be stored above or on Common or Limited Common finger piers, walkways or any Marina property.
9. Bicycles, water toys, furniture, packages or any other objects shall not be stored above or on Common or Limited Common finger piers, walkways or any Marina property.
10. Other than fueling at the fueling facility at the west end of B dock no fueling of watercraft(s) is permitted within the Marina.
11. Vehicle parking is by permit only and restricted to marked Marina parking spaces. Initial and replacement parking permits cost \$25 each and are non refundable. Parking permits will be issued to Unit Owners in good standing and upon verification of current and valid watercraft liability insurance. Renewal of annual parking permits is available after January 1<sup>st</sup>. Those issued after May 1<sup>st</sup> of the applicable year will be subject to a \$25 fee per parking permit. Expired parking permits are to be surrendered prior to receipt of renewed permits. Vehicles not displaying a current valid parking permit or parked in non Marina marked spaces are subject to immediate towing with all costs and liabilities being the responsibility of the vehicle owner.
12. In order to provide for the administration of the insurance requirements of Declaration Section 11.8, Owners shall ensure that the Newport Yacht Basin Association is named as a party who shall receive notice of cancellation of those policies from the insurance carrier (for example, naming the Association as a certificate holder under the policy or similar process).
13. Each Unit Owner in good standing is entitled to two parking permits. The parking permit must be displayed from the rear view mirror or on the front dash board/windshield of the vehicle and in all cases to be readily visible from outside the vehicle.
14. Each Unit Owner in good standing is entitled to two gate keys. Initial and replacement keys cost \$25 each and are not refundable.

15. Parking spaces are restricted to reasonable and limited use for parking a vehicle by a Unit Owner/tenant/occupant/guest at times when the Unit Owner/tenant/occupant/guest is using their watercraft. Parking spaces are not for vehicle or trailer storage. Trailers shall not be parked on Marina property and are subject to immediate towing with all associated costs and liabilities being the responsibility of the trailer owner. No vehicle may be parked on Marina property for more than 30 days without written authorization of the Marina Manager.
16. Any watercraft not visibly exhibiting a current Washington State, US Coast Guard registration or exhibiting any registration must be removed from the Marina at the direction of the Board of Directors.
17. No modification or structural alteration to a Unit is allowed without advance written consent of the Board of Directors. This includes utilization of plastic rain covers and tarps.
18. No item(s) may be thrown or discarded in the Marina water basin boundary area.
19. National Electrical Code #555-3 applies to any watercraft utilizing Marina electricity over 20 feet length overall and it must have a 30 amp shore power cord with locking and grounding ability. Any watercraft utilizing Marina shore power less than 20 feet length overall must have a 30 amp power cord with locking and grounding ability with a 15 amp adapter. No power cords may hang in the water.
20. When entering and leaving the Marina watercraft owners will operate their watercrafts leaving no wake even if placing engine(s) in and out of gear is necessary. All watercraft operators are fully responsible for any damage their boat wake causes to any person(s) or property. The no wake zone extends to the buoys west of the Marina.
21. As all the Units within the marina are privately owned, it is considered trespassing and a violation of these R&RS to tie up to a boat or finger pier within the marina without the permission of the Unit Owner.
22. To maintain a safe and secure Marina all gates are to be closed at all times.
23. Pets shall be on a leash at all times. Pet owners shall immediately remove all pet droppings.
24. The oil recycle center located outside the shop east of the Marina Office is to be utilized. The containers for motor oil, antifreeze, old batteries and oily rags shall be utilized for their disposal. No gasoline or water is to be mixed with the oil containers. Do not discard oil or other marine waste liquids in the dumpsters.
25. Prior to any Unit Owner's watercraft occupying any Unit, the Unit Owner shall provide the Marina Manager with a completed NYBA Docking Permit. (Appendix B)
26. Prior to any Unit Owner's tenant's watercraft occupying any Unit the tenant shall provide the Marina Manager with a completed NYBA Docking Permit. (Appendix B)
27. Any tenant subletting a slip, for any duration of time, is subject to Rule #25 before the watercraft occupies any unit.

28. Unit Owners will advise the Marina Manager of the termination of their tenant's lease/rental agreement within 20 business days of such termination.
29. Unit Owners/tenants are not allowed to repair more than 25% of the surface (above the water line) of any watercraft moored in the Marina. Such repairs requires a Boat Yard Permit as the Department of Ecology has very strict rules and penalties for anything dropped in the water, (varnish, paint, dust, etc) with very high fines for the Unit Owner, watercraft owner and the Marina. In water repairs are to be kept to a minimum.
30. If a watercraft sinks, the following steps will be taken by the Marina Manager:
  - a. Take emergency measures to minimize damage/loss
  - b. Notification of appropriate authorities
  - c. Notification of the watercraft owner
  - d. Notification of the Unit Owner if other than the watercraft owner
  - e. Notification of the Board of Directors

The owner of a sunken or partially sunken watercraft has the first option to make appropriate arrangements concerning the watercraft. If action is not agreed to between the watercraft owner, Unit Owner and the Marina Manager within twenty four (24) hours the Marina Manager will then contact a professional salvage company to have the watercraft raised and removed. All related/incurred costs are the responsibility of the watercraft owner and or the Unit Owner.

31. Any damage to Newport Yacht Basin property, damage to watercrafts or to any personal property at the Marina must be reported to the Marina Manager and the owner of the property involved within 24 hours of the occurrence. Collisions that involve a watercraft and any part of the Marina or a collision involving one watercraft with another, regardless of the extent of damage (or the lack of damage) must be immediately reported to the Marina Manager. Accidents or collisions where there are injuries, or damage in excess of \$500, by law, must also be immediately reported to the Bellevue Police Department.
32. All advertising signs displayed in the Marina or on any watercraft must be authorized in writing by the Board of Directors.
33. Contractors or persons other than those associated with the onsite commercial businesses working on watercraft must register with the Marina Manager prior to admittance to the Marina. Each Unit Owner shall notify the Marina Manager in advance that these person(s) will be arriving at the Marina. All such parties must produce evidence of current liability insurance satisfactory to the Marina Manager.
34. When a watercraft owner is selling a watercraft other than through the onsite brokerage company the watercraft owner must make arrangements to meet prospective buyers and their representatives with the Marina Manager. The Marina Manager will not admit buyers or their representatives to see any watercraft in the watercraft owner's absence unless the watercraft owner authorizes the Marina Manager, in writing to admit such buyers and representatives.

Board of Directors

**NEWPORT YACHT BASIN ASSOCIATION**  
**RULES AND REGULATIONS (R&Rs)**  
**APPENDIX A: FINES SCHEDULE**

1. Initial violation of any R&R or other governing documents will result in a written notification of the violation to the Unit Owner and tenant or occupant as applicable. If applicable, the Unit Owner will be required to immediately cure the violation or within a reasonable period of time, generally 5-30 business days depending on the nature of the violation and relation to Safety of Personnel, Preservation of the Marina infrastructure or general violation as determined by the Board of Directors.
2. Failure to cure the violation within the set forth time requirement will result in a second written notice to the Unit Owner and tenant or occupant as applicable with a \$75 fine and a repeated number of days to cure the violation.
3. Subsequent failure to cure the violation within the set forth time requirement will result in a third notice to the Unit Owner and tenant or occupant as applicable with a \$150 fine and a repeated number of days to cure the violation.
4. If the violation is not cured at the end of the third period of allowed days the Marina Manager may cause the violation to be cured with all costs the responsibility of the Unit Owner. This will then be followed with the collection of fines and costs.

All fines will be charged to the Unit Owners Assessment account and collected in accordance with the Governing documents.

When repetitive violations occur involving the same Unit Owner, tenant or occupant as applicable the process will be initiated at the #3 step.

Dispute resolution would be in accordance with the Association's Declaration, PPs.27 - 29, Sections 13.1, 13.3 and 13.4.

Board of Directors

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I have read and understand the above Newport Yacht Basin Associan (NYBA) Rules & Regulations (R&Rs). (     ) initials

I agree that it is my responsibility to facilitate both water traffic management and safe boating within the NYBA. (     ) initials

I understand that it is my responsibility to the NYBA and to Seattle Boat Company (SBC) to follow all marina R&Rs, and to represent myself in a respectful manner when entering or leaving the marina and anytime I am boating through the Main Channel of the marina, or risk being in violation of the written NYBA R&Rs, Newport SkyLaunch Lease Agreement or other governing documents. (     ) initials

SEATTLE BOAT CO.  
NEWPORT DRY STORAGE

PEAK DAY PROCEDURES

The following operational procedures will be instituted for peak date use periods. These operational procedures are for the exceptional use dates. Peak Day Launch Activity occurs on very few specific dates. Annually, only 3 to 5 days of the “in-season” will reach Peak Day Operating Procedure levels. On the following dates (subject to weather conditions): Memorial Day Week-end, 4<sup>th</sup> of July, Seafair Week-end, Labor Day Week-end, open sockeye fishing dates; street side traffic enforcement, overflow valet parking and returning vessel procedures will be enacted. Street traffic enforcement on SE 40<sup>th</sup> will be arranged by the combined managements of the NYBA, City of Bellevue Parks and Seattle Boat Co. who utilize access via SE 40<sup>th</sup>. Appropriate signage and markings shall exist on SE 40<sup>th</sup> preventing blocking of entrances to Seattle Boat and NYBA property and facilities.

Exceptional Peak Day Launch Activity may occur on dates other than determined above. Exceptional Peak Day Activity is defined when 25% of Maximum Capacity is launched within a 4 hour period of time of the Daily Launch Schedule. These days may occur when a special event, special holiday, exceptional weather occurs. Personnel will be positioned On-Call or Scheduled on these days.

- Provide valet parking and locate in overflow parking areas upon reaching exclusive parking capacity.
- Prior communication and upon launch reservation, inform captain of Peak Day Procedures Enforcement as provided in Sky Launch Contract and Agreement. All boats upon returning to the Sky Launch must register a haul-out appointment via the on-line scheduler app first.
- Launch schedule will not exceed one vessel per every five minutes.
- A Dock Hand will be positioned at the Fuel Dock at peak period returns. The Dock Hand will monitor each vessel and assure entry into the marina waterway occurs individually and upon appropriate schedule and at intervals of not less than five minutes. Communication between the Fuel Dock and Launch will be made by two-way radio.
- A One Way haul-out method will be employed.
- Valet parking attendants will present the vehicle at a specified location near the launch area to exit facility.
- Enforcement of these procedures may be monitored by video surveillance. Violation of these procedures may cause immediate cancellation of Sky Launch Contract and Agreement.



## **NEWPORT YACHT BASIN**

## **BELLEVUE WASHINGTON**

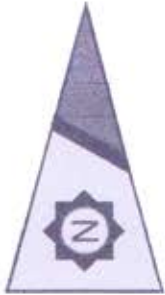
### **TRAFFIC GUIDE FOR BOATERS**

This document is a guide to boaters to facilitate both water traffic management and safe boating within Newport Yacht Basin. Safe boating within the marina is the responsibility of everyone. All boaters are equally responsible for taking action necessary to avoid collisions. A map of the marina that depicts both the Main Channel and Launch Channel is included as an exhibit to this Guide. To assist boaters, the Newport Yacht Basin Association (NYBA) and Seattle Boat Company (SBC) provides the following regulations and aids:

1. Boats within the marina shall be operated at a dead slow speed leaving no wake. Dead slow speed may require disengaging the gear to keep from producing any wake. This requirement extends to the buoys west of the marina. Several caution signs have been added to remind boaters of this requirement.
2. Prior to leaving a slip, boat launch area or re-entering the marina from the lake, boaters must wait until any congestion subsides before proceeding.
3. Boaters need to practice good seamanship. Look in all directions for other boats before proceeding. Keep a safe distance between boats. A safe distance between boats is a minimum of two boat lengths or 50 feet for a 25 foot long boat. Generally, stay in the middle of the channel except when passing another boat coming in the opposite direction. Boats should stay to the starboard (right) side when passing a boat in the opposite direction. Do not pass a boat going in the same direction.
4. The channel between C Dock and G Dock is the Main Channel on the north side of the marina. Boats in the Main Channel have the right of way, in most cases, over boats coming into the Main Channel from one of the channels that is 90 degrees to the Main Channel. Boats approaching the Main Channel should give way by holding their position to allow a boat in the Main Channel to pass. However, boats in the Main Channel still need to be cautious of boats that are entering the Main Channel from one of the other channels.
5. Boaters need to be alert that boats have to maneuver to either exit or re-enter a slip. Maneuvering to exit or re-enter a slip requires total width of the waterway and boaters need to give way, keep a safe distance and not pass a boat that is maneuvering to exit or re-enter a slip. Do not proceed until the boat has completed their maneuver.

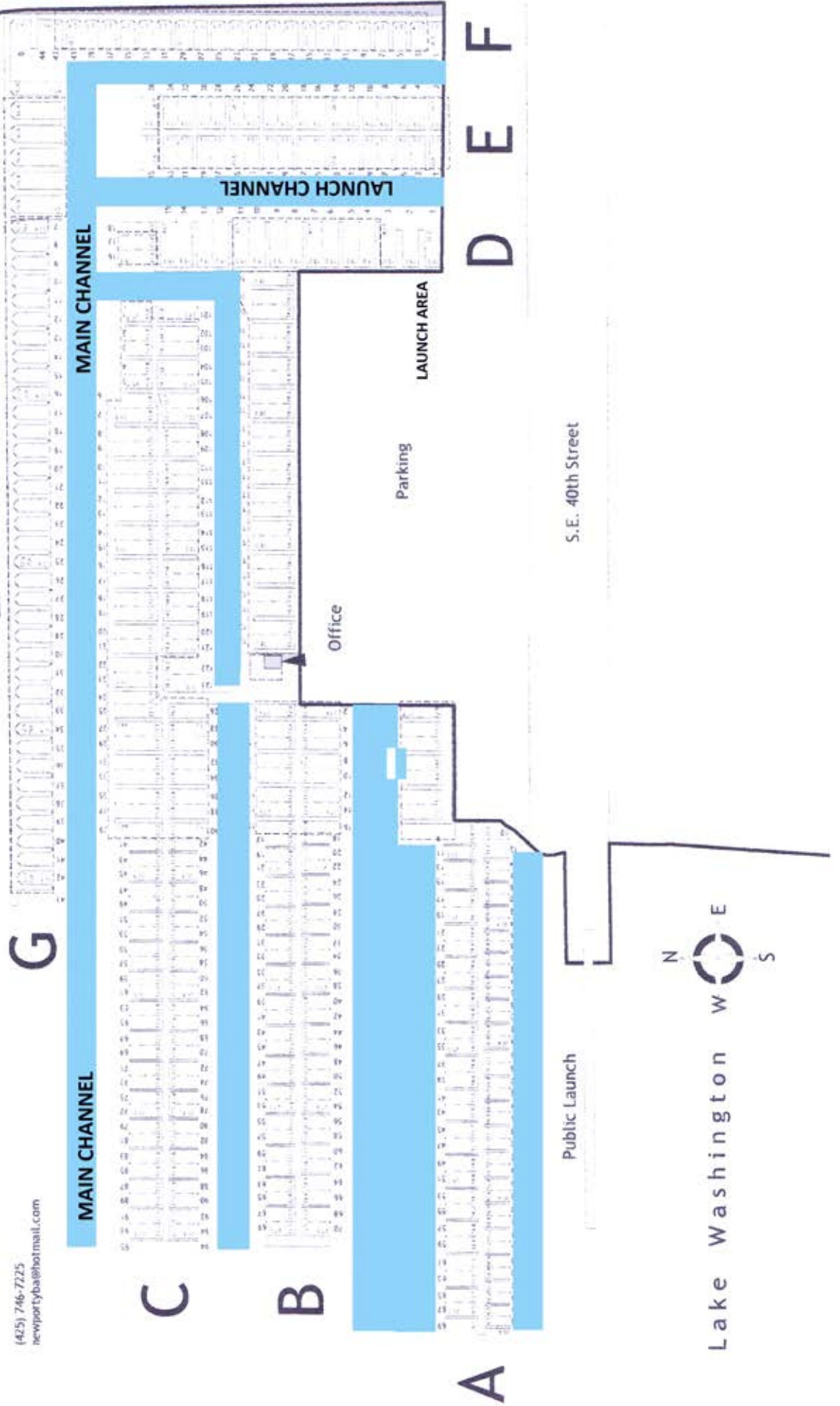
6. As all the slips within the marina are privately owned, it is considered trespassing and a violation of the Rules and Regulations of the NYBA to tie up to a boat or slip within the marina without the permission of the slip owner.
7. Boaters need to be aware that wind often increases in the afternoon and can be a shearing wind at times. Boats with high profiles are especially susceptible to wind force causing changes in direction. Wind is one of the main obstacles to overcome when maneuvering at slow speeds even for experienced boaters.
8. Cameras are positioned to monitor the traffic, congestion and conflicts within the marina.
9. Newport Yacht Basin is quiet community which also has residential housing close by. Sounding a horn unnecessarily disrupts the other boaters and residents from their quiet environment. **Boaters should only use sound (horn) signals when absolutely necessary.** Some common horn signals are:
  - One prolong blast is a warning when coming around a blind corner or exiting a slip.
  - Three short blasts tells other boaters "I am backing up."
  - Five or more short blasts signal danger to alert other boaters.
10. Boaters are encouraged to monitor marine traffic using a VHF radio. Channel 9 is one of the channels reserved for recreational boating and is the designated channel to use for Newport Yacht Basin boat traffic. The more boaters that use channel 9 to communicate their intended movements the better the conflicts will be mitigated. It is recommended that all boaters that have VHF radios prior to exiting or re-entering the marina, call in to Newport Yacht Basin on channel 9 to broadcast their boat designation or name and intended maneuver. For example: "Newport Yacht Basin this is Happy Place exiting slip C-15 into the Main Channel"
11. **PEAK DAY PROCEDURES** will be implemented for the 3 to 5 days of the boating season that the marina experiences heavy boating activity. The peak days (subject to weather conditions) may include Memorial Day weekend, 4th of July, Seafair weekend, Labor Day weekend and opening for sockeye fishing. Peak day activity is also define when 25% of maximum capacity is scheduled to be launched within a 4 hour period of time utilizing SBC's daily launch scheduler. The **PEAK DAY PROCEDURES** are:
  - Water Traffic Coordinator (WTC) will be responsible for monitoring and directing boat traffic to mitigate conflicts within the marina.
  - WTC will assign an individual to monitor cameras and man VHF radio.
  - WTC may assign an individual to be positioned on the fuel dock to let boaters know when they can enter the marina when traffic is overly congested.
  - WTC may assign an individual to man a boat to help direct traffic.
  - All boaters are required to obey the direction of individuals assigned to assist with traffic coordination.

# Newport Yacht Basin



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Public Launch

Lake Washington  
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W  
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