



# Marina Rules and Regulations

Adopted by Port Resolution 07-02

***Welcome to the Scappoose Bay Marine Park! We want you to enjoy your use of this facility. To make sure of this, we ask that you review its rules and regulations. Have a great time here!***

**LEASH AND PICK UP AFTER PETS.** All pets must be on a leash or under owner control when on Port property. Pets are not allowed to be tied where they or their leashes, ropes, etc. block or impair main traffic areas of the docks and/or walkways. Pet owners shall immediately remove and dispose of their pet's waste deposit on any and all premise of the Scappoose Bay Marine Park. For purposes of these rules, an animal or bird is considered a pet if it is being fed, sheltered, maintained or cared for in any way by a human being.

**NO FIREARMS OR EXPLOSIVES.** Firearms and explosive devices shall not be detonated within the Marine Park.

**SUPERVISE CHILDREN; LIFE VEST.** Children must be supervised by an adult while in the moorage area if under the age of 12 years. Any child under the age of 12 years must wear an approved flotation device while in the Marine Park moorage area.

**NO RUNNING, FISHING, SWIMMING, BIKES, ROLLERBLADES, OR SKATEBOARDS** are allowed in the Marine Park moorage area, launch ramp, docks, or Port property leased by the tenant.

**SOME AREAS RESTRICTED.** The docks and wharves located at the Marine Park are restricted in usage beyond designated points. Restricted areas have signage posted stating that only tenants and guests may go beyond the specified point. No unauthorized use will be allowed on Port property, or beyond designated points on docks and wharves.

**SOME MATERIAL PROHIBITED.** No material, such as firewood, building material, or equipment of any kind, is to be stored on the banks, parking lot, docks or walkways of the Marine Park without specific consent from the Port.

**SEAWORTHY BOATS ONLY.** Vessels Boats shall be in a seaworthy condition and shall not be permitted to create a danger or hazard. If an authorized Port representative finds a boat or vessel to be unseaworthy or a danger or hazard, the Port may have the boat or vessel removed from the Marine Park at the tenant's or owner's expense. The Port shall have the right to require inspection of any boat in the Marine Park to determine seaworthiness and adherence to fire and safety requirements. Such inspection will be done at owner's expense.

**NO COMMERCIAL ACTIVITY.** Charter, rental, repair, or instructional service or any other commercial activity in or from the moorage space is prohibited without written permission of the Port.

**OBSERVE SPEED AND ANCHORAGE RULES.** Boats within the Marine Park must be operated at a speed less than that which will create a wake. Boats in the Marine Park shall be operated according to all State and Federal Laws. Boats shall not be anchored, tied up or otherwise left in the channel or in a manner which interferes with or obstructs access to other moorage space.

**NO LIVEABOARDS.** There shall be no living aboard boats or boathouses in the Marine Park without specific consent from the Port.

**PARKING IS RESTRICTED.** Cars, trucks, boats or boat trailers shall not be permitted to be parked or stored on Marine Park premises for longer than 96 continuous hours without Port approval. Port is not responsible for theft or damage to cars, boats, trailers or contents. Parking of individual trailers, cars, etc., shall be in a neat and orderly fashion in areas designated by the Port. The Port may request removal or may remove, at tenant's or owner's expense, any vehicle or trailer parked in an improper manner or in violation of these rules.

**HAZARDS PROHIBITED.** Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the moorage area is prohibited. Bulk storage or transfer of liquid fuels or flammable liquids are prohibited other than in approved containers. Open burning of petroleum-containing waste, plastics, garbage, and materials that generate black smoke or noxious fumes is prohibited.

**SOME AREAS DAY USE ONLY.** The picnic, gazebo, and parking areas shall be used for day use only, unless authorized permission is previously granted by the Port.

**NO BOAT CLEANING OR REPAIRS IN WATER.** No person shall spray paint or weld any boat, boathouse, floating home or other property of the person while over the waterways of the Scappoose Bay unless written consent of the Port is first obtained and a self-contained protective device is used to prevent contamination of the waterways. No in-water hull scraping or any process that occurs underwater which removes paint from the boat hull is allowed.

**USE WASTE RECEPTACLES.** Garbage shall be deposited in cans or drop boxes in an area designated by the Port. No furniture, rugs, building material or unusually large items are allowed in the drop boxes. Tenants must provide their own drop box if they remodel or move. Absolutely no trash, litter or industrial waste is to be thrown in the river. Tenants shall protect their sewer pump by keeping out grease, coffee grounds, filter cigarettes and all paper products except toilet tissue. Discharge of treated or untreated human waste within Scappoose Bay is prohibited.

**DISPOSAL OF FISH WASTE PROHIBITED.** Disposal of fish waste in Scappoose Bay and/or trash receptacles is prohibited.

**DO NOT FEED WILDLIFE.** Wildlife and birds shall not be fed in such a way that it encourages them to get on the floats, decks, and moorage walks.

**NO MODIFICATION, INSTALLATION OR ALTERATION OF ANY PORT PROPERTY** will be allowed without prior approval of the Port.

**USE AT YOUR OWN RISK.** Every tenant who moors a vessel at the Marine Park assumes the risk of loss or damage to tenant's person or property, and uses the Marine Park at tenant's own risk. The Port is not responsible for any losses or damage to boats or other property in the Marine Park. Each tenant will be held responsible for damage which he or she may cause to boats or other property in the Marine Park or for damage to any structure. Any boat which may sink in the Marine Park shall be removed immediately by the tenant at tenant's expense or it may be removed, salvaged, or pumped out by the Port, also at the tenant's expense. Boats shall be secured firmly when in a moorage space.

**PORT HAS JURISDICTION.** When a boat enters the Marine Park, it immediately comes under the jurisdiction of the Port and shall be berthed or anchored only where authorized by the Port. Only tenants under a current moorage rental agreement or transient moorage authorization are permitted to use a slip.

**RULES MUST BE FOLLOWED.** As part of any License/Lease, the tenants must agree to abide by all rules and regulations of the moorage now in existence or as they may exist in the future. Further, the tenant must agree to comply with all applicable federal and state laws, county and Port ordinances, and directives of any legally constituted authority now in force or hereafter promulgated with respect to the use of the Scappoose Bay Marine Park or the moorage space.

**NO DISORDERLY CONDUCT.** Tenants are responsible for informing visitors of the moorage rules and tenants shall be responsible for their guests' actions. Disorderly conduct of the tenant or invitee of the tenant, as determined by the Port in its discretion, shall be cause for immediate termination of the tenant's moorage rental agreement and removal of tenant's boat and personal property from the Marine Park.

**RIGHT TO EVICT.** THE PORT RESERVES THE RIGHT TO EVICT ANYONE FROM THE MARINE PARK AREA WHO REFUSES TO COMPLY WITH THESE RULES AND REGULATIONS.

**WATER CONNECTIONS.** Water is provided on walkways with numerous spigots, to which a hose may be temporarily connected to wash a boat or for personal use. No one will be allowed to connect a permanent water line to their boathouse or leased space except for floating homes.

**BOATS CAN BE RELOCATED.** The Port has the right to temporarily relocate any boat to another part of the moorage in order to prevent damage to boats or docks.

**KEEP PORT UPDATED.** Tenant shall notify the Port of any transfer of title or ownership of the vessel and of any change of address within seven (7) days of the date of the transfer or change.

**NO SUBLETTING.** Assignment of the License/Lease or subletting by any tenant is prohibited without prior approval of the Port.

**USE ONLY YOUR SLIP.** Absolutely nothing may be tied to any part of the moorage beyond the rented slip's dimensions without Port permission.

**NO LOANING SPACES.** Notification must be given and consent obtained from the Port prior to loaning a moorage space or boathouse to anyone, other than family, in excess of 30 days.

**KEEP YOUR PROPERTY MAINTAINED.** Privately owned improvements must be kept painted and in good repair. Tenant's docks and walkways shall be maintained in a safe, clear and uncluttered condition. Tenants shall keep weeds pulled from their floats and keep the water around their improvements clear of debris.

**KEEP TIE-UP CHAINS MAINTAINED.** Tie-up chains shall be maintained in good condition and repair. In the event lack of maintenance or repair creates a hazardous or unsafe condition, Port may repair or replace the unsafe tie-up chain and charge the cost to Tenant.

**INSURANCE NOT PROVIDED.** The Port does not provide liability or property insurance. Floating Homes tenants are required to insure their homes as stated in the License/Lease Agreement.

**SECURITY POLICY IN PLACE.** Tenants must abide by the Scappoose Bay Marine Park Security Policy.

For more information, contact the Port at 503-397-2888.