## **Rules & Best Management Practices (BMP)**

- 1. The boat owner or representative for the boat owner <u>MUST</u> be present at the hauling and launching of the vessel.
- 2. All Customers must report to the Boat Haul-Out Office to read & sign a copy of BMP sheet before any work begins.
- 3. It is the owner's and/or his/her representative's responsibility to inform boatyard personnel of the location to place lifting straps AND of ANY slick paint, where the manufacturer states that it could cause lifting straps to slip during haul.
- 4. Once a vessel is blocked or situated on a trailer and left in the boatyard, The Landings at Colony Wharf reserves the right and privilege to move or reblock any boat at any time.
  - If the boat is here longer than stated at arrival, there will may be a reblock charge at the owner's expense if needed.
- 5. The Customer is responsible for all work performed on the boat.

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- 6. Waste from Boat:
  - There will be no pumping or dumping of hazardous and/or contaminated liquids on the ground at anytime.
  - Any spilled oil must be cleaned up and properly disposed.
  - Any contaminated material, such as radiator water, bilge water, solvents, etc., must be put in barrels and properly removed from the property disposed of by owner.
- 7. Work Area & Equipment:
  - Pressure washing will be done in designated areas and by **Boatyard personnel only**.
  - All sandblasting and heavy grinding must be done inside a building.
  - NO SANDING ALLOWED IN THE BOATYARD. You MUST be inside of a building to do so. See yard personnel to discuss your boat prep.
  - Bottom painting must be performed in a manner so that all drips and spills are cleaned up. Tarping underneath the boat is required. You are responsible for any overspray and/or splattered paint found on other boats, vehicles, personal property or the ground.
  - All tarps must be secure for wind purposes and <u>cannot</u> be tied to the stands or any boat supports. If it becomes a hazard yard personnel will cut and remove the tarps if needed.
  - No wet sanding AND No spray painting
  - It is the boat owner's responsibility to see that the area around the boat is kept **clean daily**. The area is to be cleaned up when the boat leaves and all waste materials hauled away.
  - If boat is not kept clean daily, The Landings personnel will clean area at owner's expense, NO EXCEPTIONS
  - For safety reasons only boatyard personnel can adjust jackstands.
  - Ladders that are unsafe and/or in bad condition are prohibited on the premises and will be confiscated. Ladders are to be taken down off of the boat daily; either taken with the owner when leaving or chaining it to the boat.
- 8. Subcontractors:
  - Subcontractors working at The Landings at Colony Wharf are required to report their scope of work to the office and boatyard manager
  - Subcontractors must supply a Certificate of Insurance with approved coverage and amounts, naming The Landings at Colony Wharf and The Port of Bellingham as additionally insured.
- 9. Parking: All vehicles must be kept out of the boatyard except for off-loading of tools and supplies. If they are parked in the yard, the owner takes full responsibility for any damage caused by or to their car.
- 10. Miscellaneous Yard Rules:
  - Do Not run your sails up while in the yard.
  - NO burning (woodstoves or any open fires) is allowed: inside or outside the vessel
  - Drinking alcohol is strictly prohibited in the yard.
  - You may not live on your boat while in storage. You may sleep aboard your boat if it's in lay days only.
  - Any demolition of your vessel may not be performed in the boatyard unless scheduled with/by The Landing's personnel.
- 11. Release and Indemnity:
  - The Customer is responsible for any and all damages and injuries incurred by the Customer or third party in connection with the Customer's activities at The Landings at Colony Wharf. The Customer agrees to release, defend, hold harmless and indemnify The Landings at Colony Wharf and its employees from any claims whatsoever arising out of or in any way connected to the actions or activities of the Customer or the Customer's agents and/or not informing the personnel of the above #2 BMP at The Landings at Colony Wharf unless caused by The Landing's negligence.
  - The current owner of the vessel MUST contact the office if there is a transition of ownership and billing must be paid prior to that transition.
  - The Landings at Colony Wharf is not responsible for loss or damage to the Customer's boat or other equipment resulting from theft, vandalism, fire or natural disasters. Personal items should be removed from boats while in the Boatyard.

## 12. All invoices are due BEFORE vessel is launched. The Landings at Colony Wharf accepts Cash, Check, Visa or MasterCard. Please Note: A \$300 fee will be applied to yard bill for any violation of the above BMP's. Second violations will be charged a fee of \$500.00. Third violations will be charged a fee of \$1,000.00 and may result in permanent exclusion from the boatyard.

Customer Name: Print:	Sign:
Agent/Contractor: Print	Sign:
Vessel Name:	Date: