

CLIFFSIDE MARINA

MARINA OWNERS MANUAL

MARINA SAFETY and SECURITY

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EMERGENCY PHONE NUMBERS LIST

Police – 911

Fire – 911

Clinic – (907) 472-2303

GENERAL INFORMATION

NAME: WHITTIER MARINA CONDOMINIUM ASSOCIATION, Inc.
"CLIFFSIDE MARINA"

ADDRESS: P.O. Box 111972 Marina Phone: (855) 449-2572
Anchorage, Alaska 99511-1972

MARINA LOCATION: **Latitude: 148° 41.900 Longitude: 60° 46.686**

WHITTIER MARINA is physically located in western Prince William Sound, on the south side of Canal Passage, west of the municipality of Whittier, Alaska.

MARINA VHF – CHANNEL 16 and WORKING CHANNEL 69

MARINA WEBCAM – www.cliffsidemarina.org

MARINA MANAGEMENT

Marina Manager: Michael Blonski
Office: (855) 449-2572

E-mail: harbormaster@cliffsidemarina.org

MARINA ASSOCIATION EXECUTIVE OFFICERS

President – Chris Hubble
Office:
Cell:

Vice President – Dick Weldin
Office:
Cell:

Secretary – Greg Kisling
Office:
Cell:

Treasurer – Robert Neumann
Cell -

REVISION TRACKING PAGE

Revision Number	Subject	Remove Page (s)	Insert Page (s)	Revision Date
04-001	1.7 Slip Leasing Guide	12	12	12/30/2004
06-002	General update			7/01/2006
10-001	Update Officers, Office phone & Cell	3	3	10/26/2010
10-002	Update Definitions	5	5	10/26/2010
10-003	Remove delivery method and address	19	19	10/26/2010
11-001	Update association board	3	3	2/28/2011
13-001	Update association board	3	3	5/10/2013
13-002	Update Section 6.1.0 Use Restrictions	14-15	14-16	5/10/2013
14-004	Update section 1.3 Marina Rules Basic			
15-004	Update section 1.5.1 Marina Access System			
16-004	Update section 1.5.2 Marina Gates			
17-005	Update General Information	3	3	3/01/2020

1.0 OWNERS GUIDE

1.1 PRESIDENTS STATEMENT

At the time of this writing, Cliffside Marina is not required by the USCG or Homeland Security to implement a formal and approved security plan. Currently, private marinas such as ours are exempt from the applicable Code of Federal Regulations governing marine port security (CFR 33,104).

We will adopt a proactive atmosphere regarding the safety and security of our marina common property and our private property.

The Cliffside Marina Security Committee will outline basic rules of operation and conduct, and generate a Marina Security plan. We intend to work with the USCG and Homeland Security, as appropriate in developing a comprehensive security plan.

1.2 DEFINITIONS

Marina Management

Marina Association Executive Officers

Marina Association Board Members

Marina Manager

Marina Employees: Some of the duties typically performed will be marina facility maintenance, snow removal, enforce marina rules and point of contact in case of emergency.

Marsec Maritime Security

Marsec 1 Maritime Security Level 1

- This level corresponds to the national threat levels of Green, Blue and Yellow.
- It is considered the new normalcy for maritime security. These are the normal, everyday security measures.

Marsec 2 Maritime Security Level 2

- This level corresponds to the national threat level Orange.
- It represents a heightened threat of an unlawful act against a port(s) or vessel(s). Intelligence indicates terrorists are likely to act within a specific area or against a specific type of target.
- Additional security measures will be in effect to counter the threat.

Marsec 3 Maritime Security Level 3

- This level corresponds to the national threat level Red.

- The threat of an unlawful or terrorist act against a vessel or port is imminent.
- Tight security measures may include stopping all operations.

Lessee Person(s) leasing a marina slip from an owner, also referred to as a tenant.

Trespasser The presence of any unauthorized person, vessel or pet within the confines of Cliffside Marina Property.

1.3 Marina Rules – Basic

If you have a question concerning rules, please find the subject in the Rules Expanded section for a detailed explanation, or ask the marina manager.

1. Alterations: Do not alter the marina common property in any fashion without Association Board approval.
2. Dock Box: Commercially manufactured and installed to the Associations specifications.
3. Dock Carts: Return Association dock carts to the designated storage area when you are finished using them.
4. Fishing: Fishing in the Marina is allowed, clean up after yourself or risk losing the privilege for everyone.
5. Marina Maintenance: Complete the appropriate daily inspection form and deliver to marina manager office.
6. Marina Safety: Complete the safety inspection form (see also daily inspection form) and give to marina manager.
7. Marina VHF: Marina working channel is 69, please announce your intentions when departing your slip or entering the Marina.
8. Nuisances: Make every effort to not disturb other owners.
9. Quiet Hours: 10:00 p.m. to 7:00 a.m.
10. Security Gate: Close gate behind you.

1.4 MARINA RULES – EXPANDED

The Association provides the following Rules and Regulations for the enjoyment of the Cliffside Marina. These rules shall apply to all persons using the marina. The Marina Manager shall enforce these rules.

Marina Rule change – Submit a proposed rule change, in writing, to the Association Board for consideration.

1.4.1 Nuisances:

a. Marina Units:

All Marina Units, whether occupied or unoccupied, and any vessels located within the Cliffside Marina, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. No noxious or offensive activity shall be carried out within Cliffside Marina, nor shall anything be done or placed therein which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of Marina Units or Common Areas.

b. Quiet Hours:

Quiet hours of 10 pm to 7 am shall be strictly enforced.

Vessel Management:

(a) Marina speed limit – Vessel travel shall be at 5 mph or less within the harbor so that vessels leave no wake or interfere with the peaceful enjoyment of all slips.

(b) Vessel Mooring – Vessels shall be securely moored at all times. Mooring lines will be protected from chaffing by the use of anti-chaffing devices secured to the mooring lines at the appropriate locations where mooring lines contact the vessel or tie-down cleats.

(c) Vessel Length – See page 18 for Vessel Size Restrictions.

(d) Vessel Rafting – There shall be no rafting of vessels at any time(DX exempt).

1.4.4 Dock Box and Steps:

- (a) Dock Box – Will be commercial produced and uniform in size, color and mounting.
- (b) Steps – Steps used to access vessels may only be placed upon the finger floats; and they shall be reasonably sized and temporary; and
- (c) Removed in winter to facilitate snow removal maintenance.
- (d) Dinghies and other small vessels shall not be stored on the docks.

1.4.5 Vehicles and Carts in Common Areas:

- (a) Vehicles and bicycles shall not be operated within the Common Areas; except (b) (c) (d) and (e) of this section.
- (b) 4-wheeled, 4 stroke or electrical powered vehicles may operate on the day cruise vessel ramp and dock to service those vessels; and
- (c) 4-wheeled, 4-stroke, electrical or human powered vehicles may operate within the other Common Areas upon prior approval of the Manager; and
- (d) For maintenance conducted by the Manager or his representative; and
- (e) Vehicles designed and intended to transport handicapped persons may operate within all Common Areas.
- (f) Private or common use carts – The Association has provided carts for the use by owners. The carts should be returned promptly to the designated storage area outside (shore side) of the private gangway. Association carts will not be left unattended on any common float, finger or gangway area.
- (g) Commercial Operators (Phillips and Major Marine) – May park their vehicles or carts on their dock as they see fit with the interest of safety and general order.
- (h) All Parties – Carts or vehicles will not be parked in such a manner as to cause a hazard or inconvenience to other Marina patrons.

1.4.6 Restrictions on Activities in Common Areas:

- (a) Fires, barbeques, or other dangerous activity will not be permitted in the Common Areas at any time.
- (b) Recreational swimming or diving shall not occur within the marina.
- (c) Marina Alterations – No outside television or radio pole, antennae, doghouse, greenhouse, tool shed, or similar structure shall be constructed, erected or maintained in the Common Areas. Alterations to the marina require Marina Association Board approval.
- (d) Children under the age of 14 years should be directly supervised by an adult when in the Common Areas.

1.4.7 Vehicle Parking:

- (a) The parking lot adjacent to the marina is for the use of owners and guests.
- (b) Vehicles shall not be parked or left unattended directly in front of the private

gangway for more than 30 minutes; except emergencies or as approved by Marina Management.

- (c) Annual passes are available for a fee. Contact the Marina Management for details parking current parking policy(s).

1.4.8 Pets:

- (a) Pets shall be kept under control at all times; and
- (b) Any pet excrement shall be removed and cleaned immediately – use soap and water.
- (c) Dogs will be on a leash within the Common Areas, including vehicle parking area.
- (d) Excessive barking and barking during marina quiet hours of 10 pm to 7 am will not be tolerated and shall be strictly enforced.

1.4.9 Garbage, Sewage, Sanitation and Contaminated Materials:

- (a) Dispose refuse/trash in an enclosed container (Dumpster) located at the top of the gangway or take it home with you.
- (b) Do not discard fish carcasses in the marina's dumpster.
- (c) The discharge of sewage and other hazardous substances shall be as required by law; and
- (d) There shall be no vessel fueling from handheld containers; except in designated areas.
- (e) No discharges are allowed in the waters of the marina or Passage Canal, including the discharge of sewage or dumping of bilge water containing oil or other petroleum products.
- (f) Each Marina Unit Owner shall comply with all of the requirements of the State and local health authorities and with all other governmental authorities with respect to the occupancy and use of their Marina Unit.

1.4.10 Marina Fishing and Fish Cleaning:

- (a) Fishing is allowed in the Marina; however
- (b) Do not disturb other owners; and
- (c) Do not clean fish (de-gut) in the marina; and
- (d) Fillet fish only at the end of your own finger float; and
- (e) Any fish mess will be cleaned up immediately; and
- (f) Failure to abide by the above rules will result in a \$50.00 assessment, enforced by the marina management.

1.4.11 Enforcement of These Rules:

- (a) The Marina Manager is authorized to enforce the Rules and Regulations enacted by the Association.

- (b) The Marina Manager may act to secure the Common Areas and any Marina Unit reasonably requiring security or protection; however
- (c) The Association and the Marina Manager take no responsibility for any failure from acting or failing to act in any circumstances.

1.4.12 Nondiscrimination:

- (a) All Rules and Regulations of the Marina, enacted by the Association, shall be applied on a nondiscriminatory basis; however
- (b) Provisions uniformly applicable to a class of persons, such as children of particular ages, will not be deemed discriminatory.

1.5 MARINA SECURITY RULES

1.5.1 Marina Access System

- Basic equipment will consist of a fence, lockable gate, and electronic access “tap card or fob,” back up electrical power for locking mechanism, computer-monitoring system/controller.
- Marina entrance gates will incorporate a manually keyed “chain and lock” for lock down purposes in case of access system failure.
- Gates will be locked utilizing a magnetic lock and controlled with a computerized access system.
- Emergency unlock switches are located inside of gated area for emergency use only (allowing emergency egress for owners/guests). A security camera (snap shot) will record persons using the emergency OPEN button.
- None-Emergency unlocking of security gates is possible by calling the Marina Manager (number is posted at the gates).
- Owner/guest access to and from the marina using proximity “tap card or fob.”
- Marina access system program maintained and monitored by the Marina Manager.
- Maintenance of electronic access system by vendor.

1.5.2 Marina Gates

- Gates shall be kept closed and locked 24/7, requiring the use of the access system for entry and exit. This will limit and control non-association members from entering the marina area from land side and discourage the unauthorized docking of non-owner vessels in empty slips.
- Vessel owners will be issued security gate access cards/fobs.
- Owners and Visitors (Lessees, transient, renters) are identified by their card/fob through electronic/computer system.

- If an owner or guest loses their access “card/fob,” the owner will immediately notify the Marina Manager and have the device disabled (if found, the device can be reactivated).
- If an owner sells their slip, their access device shall be returned to the Marina Manager to be disabled or issued to another owner.
- Association members shall notify the Marina Manager immediately regarding any problems with the access system and gate so the problem can be resolved quickly.
- Owners who elect to purchase additional fobs for family members: these fobs will be designated for a particular individual sponsored by the owner. The computer data base will “associate” these fobs with the sponsoring owner.
- Whittier Police and Fire Departments have been issued marina gate entry fobs for emergency use.

1.5.3 Marina Safety & Security

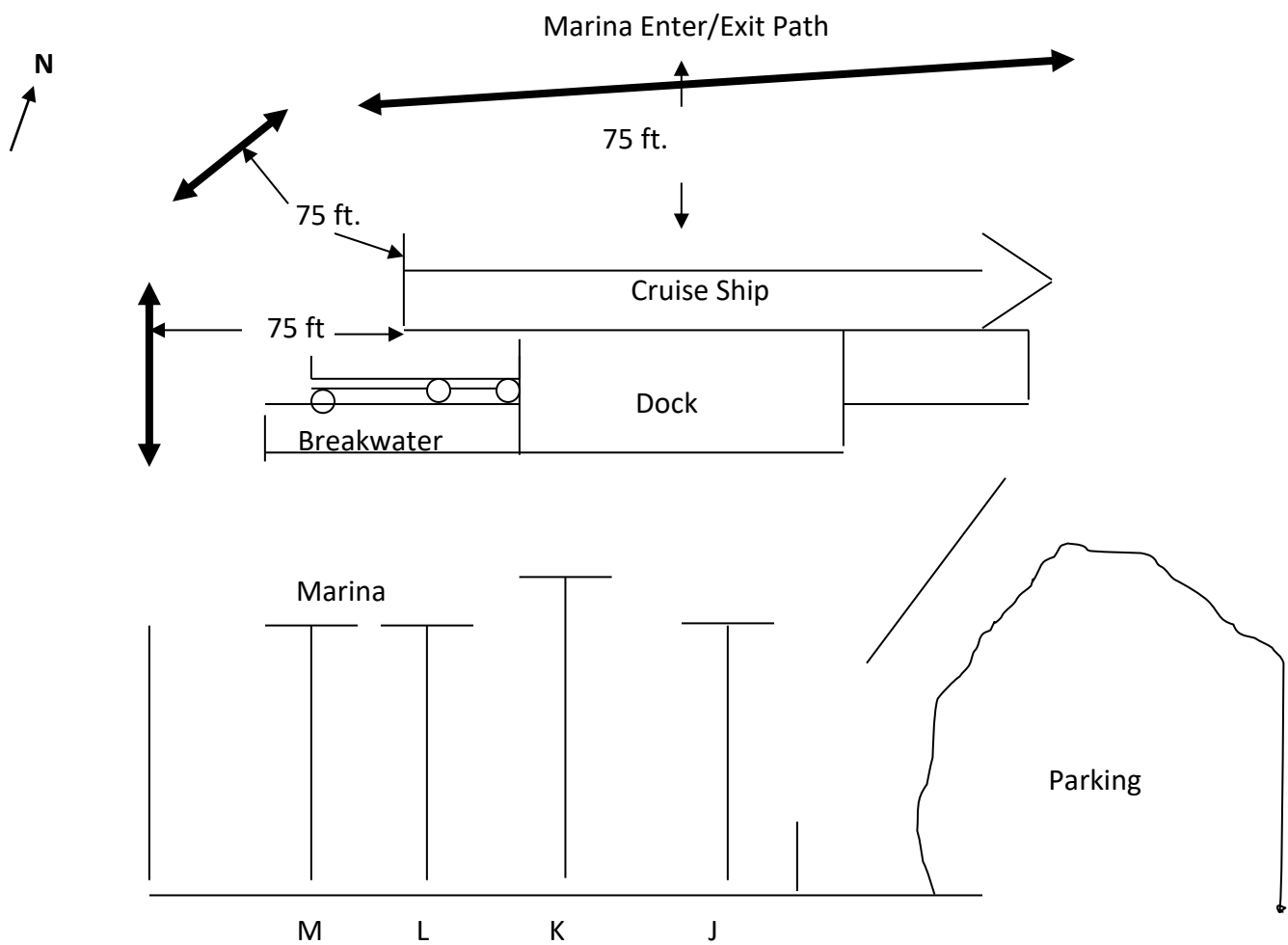
- **SAFETY** - In the event you witness or suspect a problem with a vessel (e.g. listing, smoke, lose or broken mooring lines) contact the Marina Manager or emergency personnel, as appropriate, so they can contact the owner or pursue some for of temporary corrective action (see Marina Safety form).
- **SECURITY** - In the event you witness suspicious, abnormal or unusual activities within the Marina, association members shall notify the National Response Center, Whittier Police Department (WPD) and the Marina Manager so they may assess/handle/document the event (see Marina Security Form).
- **SECURITY MONITORING** – The Marina Manager will accomplish daily security checks during daylight hours, seven days a week. In the event of increased MARSEC levels, the Marina Manager will coordinate with Whittier Police and or USCG. In the event MARSEC Level 3, authorities may determine a necessity to restrict vessels from entry or exiting the Marina.

1.5.4 Marina Communications

- Upon departing your slip, make a radio announcement stating your intentions.
- Before entering the marina, make a radio announcement stating your intentions. (MVHF channel 69)
- During higher levels of Maritime Security (MARSEC 2), communications between cruise ship security and USCG shall be made notifying them of your intentions. Be prepared to receive instructions.
- During the highest maritime security level (MARSEC 3), request instructions from the marina manager on channel 69 or USCG on channel 16. Authorities may deem it necessary to restrict vessel movement, including entry or exit from the marina until authorities reduce the threat level.

1.5.5 Operating with a cruise ship in port (moored)

- Cliffside Marina Association members shall depart and enter the marina by assuming an approximate 90° heading perpendicular to the bow or stern of the cruise ship in port. When departing or entering the marina, maintain a minimum distance of 75 feet (see diagram).



(Not to Scale)

- Upon arrival or departure of the cruise ship, all marina vessel movement will cease until the ship is secured at cruise dock or departed and underway.
- Observe common maritime right of way rules and when the cruise ship is underway, maintain a minimum distance of 300 feet from the vessel.
- Avoid hindering or otherwise interfering with cruise ship operations. Friendly and considerate behavior will go far to help ensure that we can operate with the fewest possible restrictive rules.
- Communications: Vessels intending to enter/exit the marina will request permission from the Cruise ship on Ch. 69. Be prepared to receive instructions. A formal security zone around cruise ships is being established. The basic procedure is for a vessel to call the cruise ship to request permission to pass close to, or within the security zone established around the cruise ship. This provides the cruise ship an awareness of what is happening around them, and ensures the other vessels are aware of the security zone. The cruise ship always has a “watch stander” monitoring radio traffic.

1.5.6. Security Coordination with Cruise Ship Personnel/Facilities

Whittier Marina Condominium Association, Inc. and its manager will maintain open door policy and establish security meetings at appropriate intervals to ensure the efficient transfer of pertinent security information. Security information will be posted in the marina office and owners notified of security changes and issues, as appropriate.

1.6 LEASING GUIDELINES

WHITTIER MARINA CONDOMINIUM ASSOCIATION, INC.

LEASING GUIDELINES

Revision 004: 11/01/2017

The following guidelines have been prepared for the Members of the Whittier Marina Condominium Association, Inc. (the “Association”) for the lease of their slip(s) to non-owners (Tenant). The Association possesses the authority to establish these leasing guidelines under the Association’s Declaration (Article VII and VIII) and its Bylaws (Article IV).

1. Method of Leasing

Slip Owners may arrange for the leasing of slips through strictly private transactions or through delegation to the Association’s Manager. Private transactions must comply with these guidelines and other applicable governing documents of the Association including, but not limited to, the Declaration and the Rules and Regulations. Leases

through Manager must also comply with these guidelines and the Slip Lease Agreement, Lease Authorization Request and Rate Sheet.

2. Requirements to Comply with Declaration

All leasing must comply with the terms of the Association's Declaration, particularly limits on use and leasing as provided in Article VII of the Declaration. Sections 7.1 and 7.2 limit use and leasing as follows:

Section 1.6.1—Use Restrictions.

6.1.0 For the purposes of this Section 6.1.0, Commercial Use of the Marina means any active commercial operation on J, K, L or M float of the Marina, including but not limited to fishing/hunting charter operations, fishing boats actively engaged in fishing operations, and commercial carriage of passengers. Commercial Use does not include the mere mooring of a commercial vessel that is not actively engaged in Commercial Use activities. Except as stated below, beginning in 2013, Commercial Use of J, K, L or M float of the Marina shall not be allowed. Owners of commercial dock space in the Marina (Commercial Owners) are allowed to use M float slips for commercial carriage of passengers, subject to the following limitations:

- a. Prior to beginning operation, a Commercial Owner must first obtain from the Marina Board of Directors a written permit for Commercial Use of a M float slip, which permit shall have a maximum duration of 2 years. Such Commercial Owner shall provide a detailed description of expected activities and other information as the Board may request.
- b. Boarding and unloading of passengers is limited to three times per week.
- c. All passengers must be escorted in a single group by a minimum of two Commercial Owner employees from the Marina entrance to the passenger vessel, or from the passenger vessel to the Marina entrance.
- d. The number of passengers may not exceed 47 per day.
- e. Each Commercial Owner shall be limited to the use of a single vessel for the commercial carriage of passengers from a sixty-foot M float slip.
- f. A Commercial Owner may not discard refuse or other garbage in the trash containers reserved for the use by the owners of slips on J, K, L and M floats.
- g. Insurance. For so long as a Commercial Owner shall utilize a sixty-foot M float slip for commercial carriage of passengers, such Owner shall, at its sole cost, risk and expense, obtain and maintain, at a minimum, the following insurance coverage, subject to the following limitations and requirements. All such insurance coverage shall be maintained with insurance companies mutually acceptable to the Marina and the Commercial Owner.
 - i. Workers' Compensation or Personal Accident insurance, or its equivalent, in compliance with Alaska State law, and Employer's Liability insurance in a minimum amount per occurrence of One Million Dollars (\$1,000,000.00).

Such policy shall include coverage under the Federal Employer's Liability Act (Jones Act) and Longshore and Harbor Worker's Compensation Act.

ii. Commercial General Liability Insurance in a minimum amount per occurrence of Five Million Dollars (\$5,000,000.00). Such policy shall include coverage for all operations of the commercial owner, as well contractual liability/indemnification obligations assumed by the commercial owner.

iii. Pollution Liability insurance in a minimum amount per occurrence of One Million Dollars (\$1,000,000), covering pollution conditions and environmental damage resulting from the Commercial Use of an M float slip.

iv. Insurance policies required by Subsections ii and iii above shall name the Whittier Marina Condominium Association and its directors, officers, employees and agents (collectively WMCA) as additional insureds, with coverage extended to WMCA for risks and losses arising from Commercial Use of an M float slip, and for losses for which a commercial owner has agreed to indemnify WMCA. All insurance policies shall include a waiver of subrogation in favor of WMCA.

v. All insurance policies required to be maintained by a Commercial Owner shall be endorsed or otherwise provide that the Commercial Owner's insurance coverage shall be primary and shall not be considered contributory with respect to insurance policies provided by WMCA, and any other insurance coverage maintained by WMCA shall be in excess of any insurance maintained by a Commercial Owner. The liability insurance policies shall be endorsed to provide a severability of interest or cross liability clause.

vi. All insurance policies required to be maintained hereunder shall provide that such insurance shall not be canceled, reduced, restricted or changed in any way without the insurer giving at least thirty (30) days' prior written notice to WMCA.

vii. Before commencement of Commercial Use operations on a M float sixty-foot slip, a Commercial Owner shall deliver to WMCA certificates acceptable to WMCA evidencing the insurance coverage a Commercial Owner is required to maintain hereunder.

h. Indemnification. A Commercial Owner who utilizes a sixty-foot M float slip for Commercial Use hereby agrees to indemnify, defend and hold harmless WMCA and its officers, directors, managers, employees, agents, and other representatives from and against any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and

other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing this indemnity obligation) of whatsoever kind and nature (Loss), related to, arising out of, connected with or in any manner attributable to, directly or indirectly, the Commercial Use of a sixty-foot M float slip, including but not limited to:

- a. Personal injury (including illness, bodily injury or death) of any officer, director, employee, subcontractor, passenger, or customer of the Commercial Owner;
 - b. Loss or damage to the Commercial Owner's vessel, equipment or other property; or
 - c. All health, safety and environmental claims on account of or by reason of any and all citations, notice of violations or complaints, abatement obligations, assessments, fines and penalties which may be assessed by any and all federal, state, local or other governmental health, environmental and safety enforcement agencies respecting the Commercial Owner.
- i. The indemnity provisions of this Subsection shall apply whether or not a Loss occurs on the Commercial Owner's vessel or on WMCA common property, and whether or not the acts or omissions of WMCA or its officers, directors, managers, employees, and/or members/slip owners contributed to the Loss (excepting only the willful misconduct of WMCA or its officers, directors, managers, employees, and members/slip owners).

- 6.1.1 Residential Use Prohibited. The use of a Unit for residential purposes is prohibited. However, an Owner, or an Owner's guests, may sleep aboard a vessel docked at a Unit for a period not to exceed thirty (30) consecutive days. This restriction shall also be governed by the Rules and Regulations.
- 6.1.2 Special Circumstances for End Units and Day Cruise Units. If two adjoining End Units are owned by the same Owner, the End Units may be used for one or two vessels and one of the vessels may extend over the common boundary of the adjoining End Units. Further, the Owners of the Day Cruise Units may conduct high-traffic commercial passenger operations.
- 6.1.3 Sale of Fuel. No Person shall be permitted to sell fuel within the Common Interest Community without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Association shall require such operations to comply with all laws, rules and regulations established by governmental authority for such operations and require a Person selling fuel to provide adequate insurance coverage and to indemnify the Association and the

Unit Owners for any liability resulting from fuel spills, leaks, or releases related to such Person's operations.

Section 1.6.2—Leasing or Fractional Ownership of Units.

- (a) A Unit may not be conveyed pursuant to a time-sharing plan, and no other fractional ownership of a Unit is authorized, except for a tenancy by the entirety or a tenancy in common.
- (b) A Unit may be leased or rented for any term. However, all leases and rental agreements shall be in writing and made subject to the requirements of this Declaration and the Rules and Regulations. A copy of all leases and rental agreements shall be given to the Association. All leases of a Unit shall include a provision that the tenant recognizes the Association as landlord, but solely for the purpose of the Association having power to enforce a violation of the provisions of the Documents against the tenant. The Association shall first give the Unit Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

Section 1.6.3-Compliance with Marina Rules and Policies

Under Section 8.1 of the Association's Declaration, the Association sets Rules and Policies governing use of the Marina, applied on a nondiscriminatory basis. A current copy of the Marina Rules and Policies is on file at the office of the Association and its Manager at the Marina.

Marina documents may be viewed at >>www.cliffsidemarina.org<<

Section 1.6.4-Guidelines for Leasing Through Manager

Slip Owners who lease their slip(s) through the Manager must comply with the following:

- (a) The Slip Owner shall request the assistance of the Manager by submitting the Lease with attached Authorization Request and attached Rate Sheet in the forms attached hereto. The Rate Sheet shall be reviewed and updated, as deemed appropriate by the Association Board of Directors, to ensure that it reflects current market conditions. The Manager will lease slips in a nondiscriminatory, first-come, first-serve basis for all Owners who submit to the Manager a completed Lease Authorization Request. However, the order in which slips are leased may be altered due to the size, location and dates of availability of each slip and needs of the Tenant. Manager will lease the first available slip that generally meets the needs of the Tenant.

- (b) The vessel size must comply with size and use restrictions particular to each Unit as discussed in the Vessel Size Restrictions on page 5.
- (c) The Slip Owner understands and agrees that the Association and its Manager each receive 12.5% (for a combined total of 25%) of all lease revenues as a handling fee for leasing the slip. Owner acknowledges and agrees that leasing a slip does not relieve Owner of any obligations or duty under the Declaration, Rules and Regulations and general membership in the Association.
- (d) The Slip Owner understands and agrees that the Manager shall have the authority and responsibility to pursue remedies available under the Slip Lease Agreement unless the Manager receives written revocation of this authority from Owner. Owner shall continue to be responsible for all fees and costs incurred in pursuing available remedies.

Section 6.5-Private Leasing Guidelines

- (a) If a Slip Owner prepares their own lease, it is strongly suggested that they use the Slip Lease Agreement. However, if a Slip Owner chooses to use an alternate form, the Manager must approve the terms and conditions in advance, comply with these leasing guidelines, and state that the lease and all uses of the Marina are subject to the Association's Declaration, Rules and Policies.
- (b) All leases must provide:
 1. Tenant/Lessee's vessel name or registration number.
 2. Tenant/Lessee's vessel specifications, to include: Manufacture, Model, Year, LOA and Width.
 3. Slip Owner's contact information. **
 4. Tenant/Lessee's contact information. **
 5. Person (s) responsible for "boat watch" contact information. **
 **At a minimum, contact information shall consist of name, address, day and evening telephone and facsimile.
- (c) Tenant/Lessee must furnish proof of marine liability insurance, naming Whittier Marina Condominium Association, Inc. as Interested Party. Proof of Insurance must be delivered to the Marina office prior to occupancy.
- (d) Lease agreements must include the following provision for indemnity of the Association and Manager:

Tenant covenants to exercise due care in occupation of the Unit and to vacate the Unit in good condition, wear and tear occasioned by normal use only excepted. The Owner, Association, Manager and their members, officers, directors, employees and affiliates shall not be responsible for loss or damage to Tenant's vessel or any personal property or equipment left on Tenant's vessel.

Tenant acknowledges that he or she has inspected the Unit, takes the Unit "as is" and is satisfied that it is adequate for safe mooring of his or her vessel. Tenant is fully responsible for vessel safety, maintenance, upkeep and compliance with Coast Guard regulations and other applicable laws. This Agreement is not a bailment of the Tenant's vessel but a lease of slip space. The Owner, Association and Manager have not liabilities, responsibilities or obligations regarding Tenant's vessel. The Owner, Association and its Manager reserves the right to remove the vessel from the Unit whenever they deem it necessary for safety or maintenance, but they assume no responsibility for tending mooring lines or for moving vessels from the slip to which they are assigned, even in the event of severe or dangerous conditions.

- (e) Lease agreements must include a statement confirming that the Slip Owner(s) will be held responsible for any violations of the Association's Declaration, Marina Rules and Policies occurring at their slip(s), whether present or not, and has liability for regular Assessments (dues) and any Special Assessments brought about by any violation. Slip Owner (s) are not responsible for civil law violation(s) committed by a Tenant.
- (f) Slip Owner(s) must furnish a signed copy of the lease agreement to the Marina Manager at least ten (10) days prior to occupancy.
- (g) Subleasing and assignment are prohibited.

I have reviewed these guidelines, received all attachments and agree to abide by the restrictions provided herein.

OWNER: _____ Dated: _____
Signature

Vessel Size Restrictions

1. Floats J and K; maximum vessel dimensions is 43 feet length (Shadow) and 14 feet width.
2. Floats L; maximum vessel dimensions is 54 feet length (shadow) and 19 feet width.
3. Float M, slips 1-10; maximum vessel dimensions is 54 feet length (shadow) and 19 feet width.
4. Float M, slips 13-21; maximum vessel dimensions is 65 feet length (shadow) and 21 feet width.
5. Float J, slips 13 and 14 (T-fingers); combined for a single vessel, maximum dimensions is 90 feet length (shadow) and 22 feet width.
6. Float K, slips 17 and 18 (T-fingers); combined for a single vessel, maximum dimensions is 90 feet length (shadow) and 22 feet width.
7. Float L, slips 11 and 12 (T-fingers); combined for a single vessel, maximum Length is 120 feet (shadow) and 24 feet width.
8. Float M, slips 11 and 12 (T-fingers); combined for a single vessel, maximum Length is 130 feet (shadow) and 24 feet width.
9. The end fingers (T-Floats) may moor one vessel per finger.
10. Restrictions, vessel length: Vessels will not extend beyond the respective finger length by the following:

Nine (9) feet for 60 foot slips (56 feet actual finger length)
Eight (8) feet for 50 foot slips (46 feet actual finger length)
Seven (7) feet for 40 foot slips (36 feet actual finger length)

Note: Purpose and intent is to recognize that vessels moored stern-in will lose available footage due to the triangular shape (structure) at the base of each finger. If this “allowable” over-hang proves problematic for fairway between floats or we did not allow enough clearance for swim platforms, we will re-address this issue. Bow/Anchor will not over-hang a walkway float beyond the inside edge of the pedestals (approximately 15 inches).

1.7 LEASE AUTHORIZATION REQUEST

WHITTIER MARINA CONDOMINIUM ASSOCIATION, INC.

LEASE AUTHORIZATION REQUEST

Revision: 002 03/01/2020

To allow the Whittier Marina Condominium Association, Inc. (the "Association"), through its Manager, to lease Owner's Unit in accordance with the Association's Leasing Guidelines that the Owner acknowledges reviewing, the Owner executes the following Lease Authorization Request:

Owner/Member Name: _____

Slip #: _____

Phone: Res. _____ Bus. _____ Cell _____

Fax: _____ E-Mail: _____

Type of Request: New Change Cancellation

Terms: Weekly Monthly Annual

Any Term

State the terms you will accept: Minimum 1 month Maximum 1 year

Slip Vacancy Period(s):

Date From: _____ Date To: _____

Date From: _____ Date To: _____

Date From: _____ Date To: _____

Owner acknowledges and agrees that leasing Owner's slip does not relieve Owner of any obligation or duty possessed by Owner under the Declaration, Rules and Regulations and other duties owed to the Association. Owner agrees that Manager is authorized to lease the slip at the rates set forth by the Association. Owner also understands and agrees that the Association and its Manager each receive 12.5% (for a combined total of 25%) of all lease revenues as a handling fee for leasing the slip.

Owner agrees that the Association and Manager are not responsible for leasing decisions made pursuant to this Authorization, including the choice to lease a similar slip before Owner's slip, provided that the leasing decisions are consistent with the Association's Leasing Guidelines. The terms of this Authorization may be changed or terminated upon written notice to the Manager, so long as no Slip Lease Agreement has been entered into with a Tenant prior to the requested changes or termination. Upon the lease of Owner's slip, Manager will provide prompt notice of the term of the lease. Manager will also promptly provide written notification to Owner of Tenant's default or holdover under the Slip Lease Agreement. Manager shall have the authority and responsibility to pursue remedies available under the Slip Lease Agreement, unless Manager receives written revocation of this authority from Owner. Owner shall continue to be responsible for all fees and costs incurred in pursuing available remedies.

Owner Signature _____ Date _____

1.8 SLIP LEASE AGREEMENT

WHITTIER MARINA CONDOMINIUM ASSOCIATION, INC.

SLIP LEASE AGREEMENT

Revision: 011 01/15/2020

This Slip Lease Agreement (the "Lease" or the "Agreement") is dated this _____ day of _____, 20__, and is between the following parties:

1. _____ (hereafter "Owner"), who is the Owner of a slip at the Whittier Marina, Whittier, Alaska described below;
2. _____ (hereafter "Tenant"), who is leasing the Owner's slip under the terms and conditions of this Lease Agreement; and
3. Whittier Marina Condominium Association, Inc., (hereafter the "Association").

RECITALS

Whereas, the Owner is the record owner of the Unit, which is a Marina Unit within the Whittier Marina, a condominium marina governed by the Declaration of the Whittier Marina, dated May 2004 (the "Declaration"), certain Rules and Regulations adopted by the Association for the management of the Whittier Marina (the "Rules and Regulations") and other governing documents including, but not limited to, the Bylaws and Articles of Incorporation; and

Whereas, the Owner wishes to lease to Tenant, and Tenant agrees to lease from Owner, the above-referenced Unit, under the terms and conditions of this Slip Lease Agreement; and

Whereas, the Association, acting through its Manager, agrees to administer this Agreement for the convenience of the Owner and the Tenant in exchange for the fee stated in the Lease Authorization Request.

AGREEMENT

The parties hereto agree as follows:

- 1. Lease:** The Owner hereby leases to Tenant, and the Tenant agrees to lease from the Owner, the Marina Unit located within the Whittier Marina, Whittier, Alaska, known as Unit No. _____ (the "Unit") as indicated on the Marina diagram. This Lease shall not be effective until approved by the Association (a board member) or the Marina Manager. Tenant shall comply with all terms and

conditions of the Declaration, Rules and Regulations and any other governing document of Cliffside Marina or the Association. Furthermore, Tenant shall recognize the Association as landlord, solely for the purpose of the Association having power to enforce a violation or provision of the Declaration, Rules and Regulations or any other governing document against Tenant. The Association shall first give the Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action by the Association in accordance with the Declaration.

2. Name of Tenant and Vessel: Tenant agrees to use the Unit only under the terms of this Agreement and the Declaration, Rules and Regulations and other governing documents of the Association, and confirms that the Tenant's name, address, and vessel are as follows:

Tenant Name: _____
Contact Phone: _____
Cell Phone: _____
Address: _____

Email: _____
Boat Watch Contact Info (Name, Address, Telephone): _____

Authorized Users of Space (anyone not authorized or not accompanied by an authorized person shall be subject to removal by Owner or Association): _____

Name of Vessel: _____
Vessel Radio Call: _____
Vessel Make/Model/Year: _____
State Registration Number: _____
Vessel Overall Length (includes swim step and bowsprit): _____

Marine Liability Insurance (Name of Insurer, Policy Number, Policy Expiration Date, and Limits of Liability Coverage [minimum \$300,000.00]):

Insurer: _____ **Policy No.:** _____

Policy Period
Begins on: _____ **through:** _____

This section must be completed before lease becomes effective!

Copy of current Certificate of Insurance to be provided to the Marina Manager **before** occupation

3. Term, Lease, and Fees: This Agreement is for a yearly or monthly (minimum) lease, as follows:

Yearly Lease, Paid Monthly: This Lease shall be for a one (1) year period commencing on _____ and terminating on _____. Payment at the rate of \$ _____ per month is due on the first day of each month. Tenant may pay annual fee in advance. This Lease will continue to renew automatically for consecutive one (1) year periods unless terminated in writing by the Owner or Tenant at least thirty (30) days prior to termination date. Notice of termination shall also be provided to the Association at least thirty (30) days prior to termination date. Tenant will be notified in writing at least thirty (30) days in advance of any rate change.

Monthly Lease, Paid Monthly: This Lease shall be for a ___ month period commencing on _____ and terminating on _____. Payment at the rate of \$ _____ per month is due on the first day of the month. If lease is for more than one (1) month, Tenant may pay additional monthly fees in advance. This Lease will continue to renew automatically for consecutive one (1) month periods unless terminated in writing by the Owner or Tenant at least thirty (30) days prior to termination date. Notice of termination shall also be provided to the Association at least thirty (30) days prior to termination date. Tenant will be notified in writing at least thirty (30) days in advance of any rate change.

4. Payments shall be made to the Owner by money order, check or by direct deposit with completion of separate Authorized Agreement for Automatic Deposit. In the event any payment due from Tenant under this Agreement is not paid within ten (10) days after the due date, a late charge of \$25.00 shall be assessed for each such late payment.

A security deposit of _____ is payable by the Tenant upon execution of this Agreement. The security deposit shall be held by the Association or Owner, for the faithful performance by the Tenant of all terms, covenants, and conditions of this Lease Agreement. If any rent or other amount payable by Tenant to Association or Owner hereunder shall be overdue, Association or Owner may, at its option, apply the security deposit to such rent or other sum, and Tenant shall on demand restore the security deposit to its original amount. At the termination of Tenant's occupancy, Association or Owner shall pay any sums due from Tenant out of the security deposit and shall refund the remainder of the security deposit to Tenant.

Possession: Tenant shall be entitled to possession of the Unit on the first day of the term of the Lease, and shall yield possession to the Owner on the last day of the term of the Lease, unless otherwise agreed by both parties in writing. This Agreement is also subject to Tenant's compliance with the Declaration and Rules and Regulations.

5. Utilities and Services: Water service shall be supplied to the Unit at no additional cost To Tenant. Electricity shall be supplied to the Unit by the Association and charged to the Owner. Tenant shall reimburse Owner for the cost of electricity consumed by Tenant within 10 days of presentation of an electric bill. Tenant is required to hire and pay for boat watch service for the period from October 1st to April 30th each year. Tenant's failure to make

payment for the utilities and services described in this paragraph may require the Owner to make payment on Tenant's behalf, possibly resulting in a lien on the vessel and/or retention of security deposit.

6. Tenant Liability and Indemnification: Tenant covenants to exercise due care in occupation of the Unit and to vacate the Unit in good condition, wear and tear occasioned by normal use only excepted. Tenant/Lessee must furnish proof of marine liability insurance, naming Whittier Marina Condominium Association, Inc. as **Interested Party**. The Owner, Association, Manager and their members, officers, directors, employees and affiliates shall not be responsible for loss or damage to Tenant's vessel or any personal property or equipment left on Tenant's vessel. To the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold Owner and the Association harmless from and against any and all claims, damages, liabilities, or causes of action (including, without limitation, court costs and reasonable attorney's fees) that may arise directly or indirectly from Tenant's use and occupancy of the Unit.

7. Maintenance and Safety of Unit: Tenant acknowledges that he or she has inspected the Unit, takes the Unit "as is" and is satisfied that it is adequate for safe mooring of his or her vessel. Tenant is fully responsible for vessel safety, maintenance, upkeep and compliance with Coast Guard regulations and other applicable laws. This Agreement is not a bailment of the Tenant's vessel but a lease of slip space. The Owner, Association and Manager have no liabilities, responsibilities or obligations regarding Tenant's vessel, personal property or equipment. The Owner, Association and its Manager reserves the right to remove the vessel from the Unit whenever they deem it necessary for safety or maintenance, but they assume no responsibility for tending mooring lines or for moving vessels from the slip to which they are assigned, even in the event of severe or dangerous conditions.

8. Waiver of Terms and Conditions: No failure of the Owner, Association or its Manager to enforce any of the terms and conditions of this Agreement, the Declaration, or the Rules and Regulations is or shall be construed to be a waiver of such term or condition in the absence of an express written waiver by the Association.

9. Lien Held by Owner and Association: The Owner and the Association shall have a lien against the above described vessel, appurtenances and contents for any unpaid sums due under the terms of this Agreement, unpaid utilities, or for damage caused by or contributed to by the above described vessel or Tenant to any property of the Association or any other persons or property located at the Whittier Marina. The vessel will not be allowed to leave the Unit until all past due amounts for rent, work orders, fuel, storage fees or other amounts due Owner and/or the Association are paid in full.

10. Default: If the Tenant shall commit waste to or abandon the premises, or if the Tenant shall breach any agreement, promise, duty or covenant of Tenant under this Lease, the Declaration, or Rules and Regulations (including, but not limited to, the duty to pay rent when due, the duty to maintain proper insurance and the duty to pay utilities), then the Tenant shall be deemed in default of this Lease.

(a) Notice. Association shall provide Tenant with written notification of any default under this Agreement. However, notification by a party other than Association, or failure to notify Tenant of the default, shall not waive any obligations of Tenant or rights of Owner and Association under this Agreement.

(b) Remedies. In the event of any default in this Agreement, which is not cured within ten (10) days of written notice, Tenant shall give up possession of the Unit without legal process. Such written notice and repossession of the Unit shall not release Tenant from its obligation to pay rent hereunder. If Tenant shall be in default of any payment due under this Agreement that is not timely cured, or should execution or other process be levied upon the interest of Tenant in this Lease or the vessel, the Owner or the Association shall have the right at their option to take possession of said vessel and motor, and to remove the same, or hold the same as security for said payment plus any expenses which may reasonable be incurred by them in connection with the exercise of said right, including attorney's fee. Notwithstanding the foregoing, for default other than the payment of money, if the Tenant cannot reasonably cure the default within the applicable cure period, the Tenant shall not be in default if it commences steps to cure the default within the 10 day period and thereafter continuously and diligently pursues a cure that is reasonably likely to cure the default.

(c) If such default continues for a period of sixty (60) days, the Owner or the Association may, at their option, sell vessel and motor together with the contents of the same at public sale on the Association premises, after giving notice in writing posted at least thirty (30) days prior to proposed sale giving notice of the time and place of such sale and notice to Tenant at Tenant's address as shown in this Lease. The Owner and Association are expressly authorized by the Tenant to make such sale upon such default and the giving of notice as provided herein and the purchaser at such sale shall be entitled to possession of and title to said vessel, motor and equipment upon payment of the sales price. Tenant further acknowledges and agrees that the remedy provisions of this Agreement comply with the requirements of the Uniform Commercial Code, as adopted and applied in Alaska.

(d) If the vessel is sold as provided herein, the proceeds of such sale shall be applied first to payment of all accrued amounts due the Owner and the Association through the date of such sale, and all costs incurred thereto, including attorney's fee. The excess, if any, shall be deposited in an escrow account and paid to Tenant. Tenant shall continue to be liable to the Owner and the Association for any deficiency.

(e) The Association has primary responsibility for providing notice and pursuing remedies under this Agreement including notice to the Owner of any default by Tenant; however, Owner and/or Association may take over these responsibilities upon written notice to Manager. Owner shall continue to be responsible for all fees and costs incurred in pursuing remedies available under this Agreement.

11. Assign ability/Subletting: Tenant may not assign or sublease any interest in the Unit or this Lease.

12. Notice: In addition to any other notices contemplated under this Lease, Tenant shall provide the Association with notice of absences longer than two (2) weeks.

Notice contemplated under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Marina Association Management: P. O. Box 111972, Anchorage, AK 99511-1972

Email: _____

The Tenant: _____

Email: _____

The Owner: _____

Such addresses may be changed from time to time by any party by providing notice as set forth above.

13. Severability: If any portion of this lease agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this lease agreement are invalid or unenforceable, but that by limiting such provisions the same would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Additional Rules and Regulations: By signing a copy of this Agreement, Tenant acknowledges receipt of a copy of the Declaration and Rules and Regulations as they are in effect at the time of execution of this Agreement. Tenant further agrees to abide by the Declaration and all of said Rules and Regulations (and any amendments thereto) and to insist that all guests do the same.

15. Non-disturbance and Attornment: Owner and Association agree that, as long as Tenant is not in default under this Agreement, Tenant's rights hereunder shall not be extinguished, terminated or disturbed. Subject to the foregoing, Tenant shall attorn to the holder of any Owner's mortgage or any person(s) acquiring the Premises at any sale or other proceeding provided such person(s) assume the obligations of Owner under this Agreement. Tenant shall promptly and in no event later than fifteen (15) days execute, acknowledge and deliver documents that any subsequent Owner may reasonably require as further evidence of this non-disturbance and attornment.

16. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing if signed by the party obligated under the amendment. The Owner, the Association, and its Manager do not make any warranties or representations hereunder other than those expressly set out herein and their obligations to Tenant shall be limited to the actions expressly assumed in this Agreement.

17. Governing Law: The provisions of this Agreement and all questions arising concerning this Agreement shall be determined and resolved in accordance with the laws of the State of Alaska, without regard to conflicts of law principles.

18. Counterparts: This Agreement may be signed in one or more counterparts, which when taken together, shall constitute one and the same agreement.

19. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. Additional Terms or Instructions:

PETS: PLEASE NOTE THAT VISITOR PETS ARE NOT ALLOWED ON MARINA PROPERTY.

Gate fobs or Card Keys are not transferable!

Visitors, guests and tenants must get their individual fobs or gate keys from the marina office. A \$30 fee is required at the time of registering at the office.

The marina is a Non-Smoking Facility

Owner:

By: _____
Date: _____

Tenant:

By: _____
Date: _____

ASSOCIATION APPROVAL:

This Cliffside Marina Slip Lease Agreement is approved by the Whittier Marina Condominium Association, Inc. this ____ day of _____, 20

Whittier Marina Condominium Association, Inc.

By: _____
Title: _____
Date: _____

1.9 MARINA LEASE RATES

WHITTIER MARINA CONDOMINIUM ASSOCIATION, INC.

2.0 MARINA MAINTENANCE

3.0 FORMS

- **SAFETY**
- **SECURITY**
- **MAINTENANCE**