



1 Marina Drive • Washburn, WI 54891
715-373-5050 • boat@washburnmarina.com

Contractor Policy and Agreement

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MARINA MANAGEMENT, INC. DBA WASHBURN MARINA AND THE CITY OF WASHBURN DO NOT ASSUME LIABILITY FOR THE SAFETY OF ANY CONTRACTOR, ITS EMPLOYEES OR AFFILIATES, WHETHER HIRED BY THE MARINA OR VESSEL OWNER.

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Business Name	Authorized Contractor Names
Business Address	Phone Number Alt Number
Email:	Hired By: Washburn Marina Boat Owner

The above business and its employees hereby agrees to the terms and conditions set by Marina Management, Inc. dba Washburn Marina (hereinafter "the Marina"), 1 Marina Drive, Washburn, WI 54891, to obtain authorization to provide services, products and materials to vessels and their owners at the Marina, whether billing the Marina or the customer directly. This agreement applies to all individuals/businesses that are not Marina employees or contracted customers of the Marina.

Required Administrative Documents:

Liability Insurance - <i>required</i>	N/A	On File	Expiration date: _____
W-9 - <i>required if hired by marina</i>	N/A	On File	
Worker's Comp - <i>required for any employees</i>	N/A	On File	Expiration date: _____
Safety Data Sheets- <i>required for ALL chemicals</i>	N/A	On File	

Section 1. INSURANCE, PERMITS AND OTHER REQUIREMENTS.

Before permission is granted to perform any work at the Marina, the following insurance documents must be on file at the Marina.

- Certificate of Insurance for the following coverage and minimum limits:

	<u>Per Occurrence Limit</u>
• Comprehensive General Liability, Ship Repairer's Legal Liability and/or Marina Operator's Legal Liability as dictated by services provided	\$1,000,000
• Automobile Liability, including non-owned and hired	\$1,000,000
• Protection and Indemnity, if operating vessel in the Marina	\$1,000,000
• Workers' Compensation, including Longshore & Harbor Workers Act as dictated by services provided	State Statute Limit

Provisions for Certificate of Insurance on file:

 - Washburn Marina must be listed as additional insured,
 - The Marina must be provided with 30 days notice of cancellation,
 - Only current and active certificates are applicable,
 - Workers' Compensation policy must be endorsed to waive the rights of subrogation against the Marina.
- Copy of applicable business licenses and permits as required by local, state and federal law or other governing body as required to perform any and all services and materials provided.
- Copy of current United States Coast Guard licenses when passengers are carried for hire from the Marina.
- SDS sheets for all chemicals being used by Contractor while in the Marina.
- Copy of a completed W-9 form and applicable business license and state tax registration number if working for Washburn Marina. Payment will not be issued without a completed W-9.

Section 2. MARINA REGISTRATION REQUIREMENTS.

Prior to boarding any vessel in which services, product, or materials is to be provided:

- Sign in at the Marina Ship Store or Administrative office. Sign out is required upon completion each day.
- Proof of authorization to perform services or provide products or materials on each vessel. This includes work orders, written authorization or other such documents. Phone calls are not acceptable.
- Hours of access are limited to Marina open business hours of Monday through Friday 8 am to 4:30 pm



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Marina Rules and Regulations

Washburn Marina promotes the boating lifestyle and takes a leadership position in providing clean, safe and FUN boating to our Community. We strive to create an inviting atmosphere to all boaters and guests by providing the following rules and regulations for everyone's protection. Your cooperation in observing them is appreciated.

All users of Washburn Marina (the Marina) agree to use the Marina and all facilities at his/her sole risk and assume such risk. The Marina does not assume liability for the care, protection and security of any vessel or personal property. User agrees to make no claim against the Marina for any loss of property by theft or burglary or any accidental damage or injury to person or property at the Marina caused by acts of God or by the Marina, excepting gross negligence or willful misconduct, during the term of stay. User shall indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability or expense (including attorney fees) in connection with any injury or damage, unless due to the willful misconduct or gross negligence of the Marina. All users of the Marina keeping a boat at the Marina for any length of time agree to maintain a minimum of \$500,000 liability insurance and hull insurance to the value of the vessel and its appurtenances while at the Marina, showing the Marina as additional insured on the vessel liability insurance. An active Certificate of Insurance must be on file with the Marina.

1. **ENTERING MARINA:** When a vessel enters the Marina, the vessel, crew and guest must comply with the Marina Rules and Regulations. Vessels entering and moving throughout the harbor shall be under power and respect the "no wake" zone.
2. **SECURING VESSEL IN SLIP:** Vessels shall be secured in a slip in a proper and safe manner. The Marina is under no obligation and assumes no responsibility to assure this is the case. However, any vessel discovered by the Marina to be improperly moored may be properly secured by the Marina and the Owner will be charged for any labor, lines, supplies or equipment necessary to properly secure the vessel. Bowsprits, boomkins, davits or any part of the Vessel may not protrude over any portion of piers. Boat length inclusive of all ancillary equipment may not extend beyond the finger pier by more than 5 feet and must have a beam which is 18 inches off the center line of slip in use, either side.
3. **VEHICLE PARKING:** Owner shall have the right to use the parking areas as designated by the Marina from time to time for parking no more than two (2) personal vehicles while on the vessel. Permission from the Marina must be obtained in advance for recreational vehicle parking for storage only at the current posted daily fee. Overnight use of recreational vehicles/campers/tents is prohibited.
4. **NOISE:** Noise should be kept to a minimum at all times. Owners shall use discretion when operating engines, generators, radios, television and other equipment so as not to create a nuisance or disturbance. Between the hours of 10 pm and 7 am are considered "quiet time." Repeated violation of this rule and/or disorderly conduct will constitute grounds for eviction without refund.
5. **PROVIDING ACCESS TO VESSEL:** The Owner will provide the Marina with necessary combination, keys or other device to enter vessel and keys or instructions to start motor at all times in which the vessel is in the Marina. Vessel may be accessed and/or moved by Marina staff in the event of an emergency or for requested service work or for periodic inspection for safety and condition to determine compliance with rules or if vessel presents a hazard to the Marina or other vessels.
6. **COMMERCIAL USE:** Use of a slip for commercial purposes is prohibited unless the Marina gives written authorization. Compliance with commercial operations regulations will apply and authorization is at the sole discretion of the Marina. The Washburn Marina is primarily a recreational facility and the peaceful and safe enjoyment for all is of primary concern.
7. **CONDITION OF VESSEL:** Owner shall, at all times, maintain the Vessel in a safe, seaworthy condition and shall not allow it to constitute a safety hazard. If, in the Marina's sole opinion, the condition of the Vessel at any time creates a safety hazard, the Marina may, but shall have no duty or obligation to, take any actions necessary to abate the hazard, including without limitation, moving the Vessel to another slip in the Marina or removing the Vessel from the Marina. Should the Marina take any action, Owner shall, upon receipt of invoice, pay the Marina for the services provided and shall reimburse the Marina for any costs and expenses incurred. This includes but is not limited to battery charger and charged batteries, automatic switch for bilge pump, proper boat wiring and shore connection, through-hull and scupper hoses and connections, fuel lines and fittings, dock lines.
8. **OWNER PERFORMED MAINTENANCE:** Owner is permitted to perform routine maintenance on his/her vessel. All work must comply with the Marina's Environmental Best Management Practices, a copy of which is available at the Marina or via request. Any project affecting greater than 25 percent of the vessel's surface or sanding/grinding of any of the vessel's surface requires prior approval from the Marina. Only light maintenance shall be allowed while vessel is in slip in a manner that does not disturb, damage, endanger or interfere with other vessels, their owners, the Marina and facilities, or any other natural or man-made resource.

9. **SUBCONTRACTOR POLICY:** Owner agrees that no outside contractor shall work on the vessel while it is at the Marina without obtaining prior approval from the Marina and signing the Outside Contractor's Policy agreement. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements, and administrative surcharges, established by the Marina to protect the Marina and its customers. Owners and subcontractors may be disallowed from performing work on vessels in the marina for violation of any Marina Rules and Regulations and/or the Marina's Environmental Best Management Practices.
10. **SIGNS AND ADVERTISING:** No "For Sale" signs or other signs or forms of advertising shall be placed on the vessel, slip, and/or other equipment or in other areas within the Marina without permission from the Marina. All approved signage must not exceed 15" x 24" and must be securely affixed to the sale item or display fixture. The Marina reserves the right to remove any non-approved sign without notice to the owner. The Marina's address shall not be used for business purposes without the permission of the Marina.
11. **ITEMS ON PIERS/WALKWAYS AND AT SLIP:** No equipment, storage boxes, steps, grills or other items shall be placed on piers and/or walkways, temporarily or permanently, without written approval from the Marina. Dinghies, tenders or other such ancillary equipment shall be stored in a designated area or within the confines of the slip and shall not impede pedestrian, vehicular or vessel traffic or allow the vessel to extend beyond the 5' overhang allow of the finger pier. Owner shall maintain the Slip and immediately adjacent areas in neat and clean condition. Items stored inside approved storage containers shall not be hazardous or explosive in nature.
12. **SECURING ITEMS TO PIERS AND SLIPS:** Owner shall not secure or place any storage locker, fender material, steps, or any other fixture to piers or slips without the Marina's permission. Owner shall not decorate, change, or make any alterations to the piers or slips.
13. **SHORE POWER CORDS:** Shore power cords, which are plugged into the Marina's electrical service and the vessel, must be properly secured to prevent draping into the water and must not cause excessive tugging or stress on the utility pedestal. Shore power cords deemed inadequate or unsafe by the Marina will be disconnected from service. Owners will be advised of the need to replace. Shore power cords are not to be left on the pier while vessel is not in the slip. Those left behind will be removed by the Marina and will be returned at the Marina's convenience.
14. **COURTESY DOCK CARTS:** Carts are provided to the Marina's customer as a courtesy, and the prompt return to the appropriate area is expected. For safety reasons, the Marina prohibits any person from riding in a cart.
15. **SWIMMING, FISHING AND WHEELED TRAFFIC ON PIERS:** For the protection of people and equipment utilizing the piers and docks at the Marina fishing, and the use of bicycles, skateboards, in-line skates and other such wheeled equipment are prohibited. Swimming in the marina is prohibited due to dangers that stray currents present in a marina environment.
16. **PETS:** Pets shall be leashed at all times and toileted in designated grassy areas only. All pet waste must be collected and properly disposed of in a trash receptacle. Pets are not allowed in picnic area at any time. Unruliness, excessive noise or violations of the pet waste policy will cause a pet to be banned from the Marina.
17. **USE OF PUBLIC SPACES:** Public spaces are available for use to all boaters utilizing the Marina. Respect of the facilities and cleaning up after individual use is expected. The Boater's Lounge may be reserved for special functions as approved by the Marina. The lounge shall not be used for overnight accommodations. Any misuse of the facilities will be grounds for excluding individuals or groups from the privilege.
18. **UTILITY OUTAGES:** The Marina shall not be responsible for utility interruptions or outages or the results or damages caused by such events. Utilities include but are not limited to electric, water, WiFi, fueling station, and pump-out. The Marina does not supply utilities after October 15 or before April 30 of each year.
19. **FIRES AND DANGEROUS CONDITIONS:** Causing or permitting charcoal fires, gas grills or any other type of open flame beyond the interior cabin of the vessel, on the piers and/or in the slip is prohibited. Grill stations are provided by the Marina in designated areas on the property for use by Owners when needed. Fires of any type, in any form, are strictly prohibited on shore, except those facilities provided by and approved by the Washburn Marina and Washburn Harbor Commission.
20. **SMOKING AT FUEL PIER:** No smoking is permitted within 50 feet of the fueling pier or while onboard any vessel at said pier, or within 50 feet of fuel storage tanks.
21. **RECYCLING AND ENVIRONMENTAL COMPLIANCE:** The Marina is a WI Clean Marina and thereby an environmentally proactive facility. Owners and their guests are asked to recycle all waste materials in the provided bins and containers. Oil absorbent material is required in the bilge.
22. **DISCHARGE, SPILLS AND WASTE:** No waste material, discharge waste or other foreign material is allowed in the Marina's Harbor. The Owner must immediately notify the Marina and the appropriate governing authority of any discharge or spill and Owner will be responsible for all fines and costs resulting from such activity. Improper discharge includes but is not limited to garbage, oil, fuel, sewage and pet waste.
23. **VIOLATIONS:** Violations of the above rules and regulations, or disorder, depredations, or indecorous conduct by an Owner, crew, agents, or guests that might injure or annoy other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the discretion of the Marina. Violation of any city, county, state, or federal ordinance, statute, or regulation shall be cause for the Marina to terminate any and all agreements immediately and exclude the Owner and his Vessel from the Marina.
24. **CHANGES TO RULES AND REGULATIONS:** The Marina reserves the right to amend or make additions to or deletions from the Rules and Regulations from time to time. Posting on premise, mailing or emailing of one copy to the Owner to the address given on the Agreement shall constitute sufficient notice of said changes.

MARINA BEST MANAGEMENT PRACTICES

Marinas are now financially and legally liable for the consequences of contaminants entering the environment from their facilities.

Changing our environmental habits has a price. But an ounce of prevention is worth a pound of cure. Best Management Practices (BMPs) are an ounce of prevention. Clean-ups are a pound of cure. Penalties and fines are several pounds of cure. By adopting and following a set of BMP's the cost can be kept to a minimum and the environment will be protected. Please keep the following policies in mind while working on a vessel at the Washburn Marina.

MARINA ENVIRONMENTAL POLICIES

1. All self-employed boat workers and independent contractors must register with, and receive approval from, Management before beginning any work on Marina property. Current Certificate of Liability Insurance with a minimum of \$1,000,000 is required on file. Contractors WILL NOT BE ALLOWED under any circumstances without proof of insurance.
2. Owners may undertake boat projects as needed to maintain their vessels safety, appearance and utility. New or substantial exterior work encompassing more than 25% of the hull's surface must be reviewed and approved by the Marina. Any sanding or grinding of the vessel's surface requires Marina approval.
3. All vessel owners *are required* to adhere to the following BMP's. Please refer to the Wisconsin Clean Marina Boaters Tip Sheets for additional information and details:
 - **ENGINE AND BILGES**
 - Use absorbent bilge pads to soak up oil and fuel
 - Recycle oil and diesel properly.
 - Dispose of gasoline properly.
 - Dispose of oil filters properly, they are not allowed in the regular garbage dumpsters.
 - Do not discharge bilge water if there is sheen to it.
 - **Do not dispose of any fuels, used oil or used filters in the marina's dumpsters.**
SPECIAL DISPOSAL CONTAINERS ARE AVAILABLE – SEE STAFF FOR ASSISTANCE.
 - **PAINTING AND VARNISHING**
 - Limit the amount of open solvents or paints on the dock to one gallon.
 - Always mix paints and epoxy over a tarp.
 - Always use drip pan and drop cloth.
 - Spray painting is not allowed within the marina.
 - Use up remaining paint by spreading on an old board.
 - **Do not dispose of paints/solvents in the marina's dumpsters.**
SPECIAL DISPOSAL CONTAINERS ARE AVAILABLE – SEE STAFF FOR ASSISTANCE.
 - **SURFACE PREPARATION**
 - Use biodegradable cleansers and teak cleaners.
 - Liberally use tarps to capture all scrapings, debris, and drips.
 - Stretch tarps between side of boat and dock when working over the water.
 - Vacuum dust and debris every time you move the tarp or every hour.
 - **SEWAGE**
 - Untreated sewage should never be discharged directly overboard.
 - Store sewage in holding tanks, dispose of properly at pumpout stations.
 - Use shore-side facilities as often as possible.
 - **SOLID WASTE DISPOSAL**
 - Dispose of all garbage in proper shore-side receptacles.
 - Paint cans with unused product must be disposed of as hazardous waste.
 - Recycle glass, newspaper and aluminum in specially marked dumpster.
SPECIAL DISPOSAL CONTAINERS ARE AVAILABLE – SEE STAFF FOR ASSISTANCE.
 - **CHEMICAL STORAGE**
 - Purchase only the amount of chemicals/paint you need for the project.
 - Do not store chemicals, including paint and varnish, or fuel in dock box.
 - Review storage of paints and solvents every six months, and properly dispose of old or unnecessary products.
 - Do not store more than 3 gallons total of paint and solvents.

Your efforts in protecting our environment are appreciated!

Washburn **Marina**

is a certified



The Wisconsin Clean Marina program was implemented by UW Sea Grant Institute in 2009, targeted initially to commercial and public boating facilities on the Great Lakes. It is now open statewide. The Program is designed to bring awareness to marine facilities and boaters regarding environmentally friendly practices intended to protect and preserve Wisconsin's waterfront environment. Washburn Marina achieved Clean Marina Certification in June 2011 and recertification in June 2016.

The program offers designations as "Clean Marinas" to those facilities demonstrating a commitment to implement and maintain a host of best management practices.

Benefits of becoming a designated Clean Marina include:

- Improving water quality in the Great Lakes
- Protecting fish and wildlife habitat
- Enhancing public image by promoting environmentally-sound practices
- Reducing costs by adopting best management practices
- Encouraging compliance with local, state and federal regulations and laws before compliance or fines are imposed.
- Provide educational opportunities and events to the local boaters promoting environmental sensitivity
- Become an exemplary steward of the waterway.

Washburn Marina staff and our boaters will be informed of ways in which they can assist and comply. We are proud to be a "Clean Marina" on the shores of Chequamegon Bay and Lake Superior.