



MOORAGE TARIFF NO. 6

ITEM 1 TITLE PAGE

NOTICE

The electronic form of the Moorage Tariff will govern in the event of any conflict with any paper form of the Moorage Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

Naming: Rates, Charges, Rules and Regulations applying at:

- **Bell Harbor Marina**
- **Fishermen's Terminal**
- **Harbor Island Marina**
- **Maritime Industrial Center**
- **Shilshole Bay Marina**

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ITEM 15
ABBREVIATIONS

The following abbreviations appearing in this tariff have the same force and effect as if written in full.

- APR -Annual Percentage Rate
- CPI -Consumer Price Index
- ELOV -Extreme Length of Vessel
- ft -Foot
- kWh -Kilowatt-Hour
- LOA -Length Overall
- Port -Port of Seattle
- n/a -Not Applicable
- U.S. -United States
- USC -United States Code
- WA -Washington

ITEM 15
DEFINITIONS

Chief Executive Officer	The term “Chief Executive Officer” shall mean the Chief Executive Officer of the Port of Seattle and his agents.
Fishermen’s Terminal	The term “Fishermen’s Terminal” shall include the Maritime Industrial Center (MIC).
Management	The term “Management” shall be synonymous with Managing Director, Seaport, or his designees.

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SECTION ONE, PART 1 - DEFINITIONS

Applying at Bell Harbor Marina, Fishermen's Terminal, Harbor Island Marina, Maritime Industrial Center and Shilshole Bay Marina

ITEM 1100**GENERAL DEFINITIONS****(A) DELINQUENT ACCOUNT**

Accounts which remain unpaid, in whole or in part, thirty (30) days or more from statement or invoice date.

(B) LIMITATION OF RIGHTS PRIVILEGES OR REMEDIES

Nothing contained in Items 1100(F), 1300(E) or 1300(G) shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws.

(C) MOORAGE DEFINED

Moorage for fishing vessels, other commercial vessels, and non-commercial vessels includes only use of mooring space alongside of float and access for sustenance and supplies over the pier for the vessel paying moorage charges.

(D) PAST DUE

Any invoice or statement issued for any charge or charges prescribed by this tariff remaining unpaid after the due date.

(E) MONTHLY MOORAGE

Berthage assigned to a vessel that has agreed to the terms and conditions contained in a Monthly Moorage Agreement which has been entered into between the Port and the user.

(F) PORT CHARGES

Charges for moorage and storage, and all other charges owing or to become owing under a contract between a vessel owner and the Port, or under this tariff, and shall include, but not be limited to, costs and expenses, including attorney's fees and court costs, incurred in salvage, termination, removal and/or sale of vessels.

(G) TERMS OF PAYMENT DEFINED

Moorage charges and gear locker rentals (see Note 1) apply against vessels, their owners, agent or operators and are payable in advance. Terms are net cash, U.S. funds. Invoices covering charges in this tariff, as issued by the Port are due and payable upon presentation.

(H) DAILY, TRANSIENT VESSEL OR GUEST BOAT

Any vessel using a Port moorage facility and which belongs to an owner who does not have a moorage agreement with the Port. Transient vessels or guest boats include, but are not limited to: vessels seeking a harbor of refuge, day(s) use or overnight(s) use of a moorage facility on a space as available basis.

(I) VESSEL AS HAZARD OR IN DANGER OF SINKING DEFINED

Any vessel which, in the opinion of the Port, is in danger of sinking, sustaining any other damage, or is a hazard to other vessels or the premises, may immediately and without notice be moved, and may be placed in storage ashore or under the control of private marina as bailees of the Port. All expense and risk of loss or damage resulting therefrom shall be borne by the vessel owner, as shall the cost of any salvage services rendered by the Port.

(J) WHARFAGE

For definition and rates, see Port of Seattle Terminals Tariff No. 5.

Note 1: Available at Fishermen's Terminal only.

ITEM 1110
DEFINITIONS FOR OFF-BOAT SEAFOOD SALES**(A) SEAFOOD**

Dressed or processed seafood including but not limited to fin fish and shellfish.

(B) COMMERCIAL FISHING

Engaging in fishing as a substantial means of livelihood, duly licensed and not for sport.

(C) COMMERCIAL FISHING VESSEL

Any active commercial fishing vessel directly related to the activities with catching or harvesting of seafood.

(D) PROCESS

To grind, can, pickle, salt, smoke, dehydrate, or otherwise cure, cook at any temperature, and engage in any other activity with respect to foods that modifies the natural state of such food.

(E) RETAIL OPERATIONS

The activity of physically being present on the vessel selling seafood products directly to the consumer. Retail operations are limited to the hours of 8:00 a.m. to 6:00 p.m. Vessel owners and or crewmembers must be physically on the vessel actively selling fish for four (4) consecutive hours within Retail Operations hours each day the vessel is moored in the fish sales area or other area designated by terminal/marina management.

End of Section

SECTION ONE, PART 2 – DEPOSITS, FEES AND RATES

Applying at Bell Harbor Marina, Fishermen’s Terminal, Harbor Island Marina, Maritime Industrial Center and Shilshole Bay Marina

**ITEM 1200
DEPOSITS**

**ITEM 1210
FEES**

(A) ATTORNEY’S FEES IN SUITS FOR COLLECTION

If the Port brings suit for collection of a delinquent account, the prevailing party shall be paid by the other party actual attorney’s fees not to exceed fifty percent (50%) of the amount claimed in such suit.

(B) COLLECTION FEES ON DELINQUENT ACCOUNTS

When delinquent accounts (see Item 1100(A) for definition) are assigned to a third-party collection agency, they will be subject to an additional charge to cover the Port’s cost of collection as follows:

When Amount Due Is:	Additional Charge Shall Be:
\$0 to \$200.00.....	50% of amount due
\$201.00 and up.....	25% of amount due

(C) ELECTRIC METERING FEE

The Port of Seattle shall install, own, and maintain suitable electric service meters adjusted to Register within one percent (1%) of the exact use.

If any metering should become defective, upon correcting said defect, the Port of Seattle shall Adjust and correct the billings for the preceding one (1) month period only to within one percent (1%) of the correct value.

(D) IMPOUND FEE

An impound fee of \$150.00 will be assessed if the Port impounds a vessel, gear locker, or other gear by placing a chain or other such means to secure the vessel, gear locker, or other gear for non-payment of Port charges (See Item 1300(E)).

An impound fee of \$52.50 will be charged for vessels in guest moorage at Shilshole Bay Marina and Bell Harbor Marina.

(E) LABOR FEES

When labor is furnished, a charge of \$45.00 per hour per person, with a one-half (1/2) hour minimum, will be billed.

Note: Port of Seattle Terminals Tariff No. 5 rates shall be used for all labor furnished at Bell Harbor Marina.

(F) LATE FEES ON PAST DUE INVOICES

Invoices or statements covering fees in this tariff, as issued by the Port, are due and payable on the due date. Any statement or invoice issued for any fee or fees that are past due (See Item 1100(D) for definition) may be subject to a late fee of 1.5% per month on the overdue amount (18% APR), or a \$5.00 flat fee, whichever is greater. If past due balance is less than \$5.00, no late fee will be applied.

(G) MISCELLANEOUS EQUIPMENT RENTAL

For use and/or installation of equipment (including but not limited to; cleats, rings, fenders, dinghy boards, electrical outlets) the cost of materials plus current labor rates will be billed.

(H) NON-SUFFICIENT FUNDS

In accordance with RCW 62A.3-515A, a \$40.00 fee will be charged on returned check payments and electronic payments declined by the bank for reason of non-sufficient funds.

(I) SALES/USE TAX

Equipment rental rates and sale of materials are subject to applicable state sales/use tax.

(J) VIOLATION FEE

Violation vessels will be subject to one and one-half (1-1/2) the daily moorage rate for liquidated damages.

(K) LOCKER BOX CLEANING AND ABANDONED ITEM(S) REMOVAL FEE

A minimum fee of \$50.00 will be assessed if, upon termination or change of berth, a customer has not cleaned out his/her locker box or has left abandoned equipment, garbage, or other items at the slip.

(L) PROMOTIONAL DISCOUNTS

For promotional and marketing purposes, a promotional discount coupon may be issued for reduced moorage rates. These discounts are subject to availability and are limited to use within the specified terms and conditions listed on the coupon.

**ITEM 1220
RATES****(A) ELECTRIC SERVICE RATES**

Electric rates shall be in accordance with City of Seattle Ordinance 121320 as amended by Ordinance 122213. Rates charged under this provision of this item are calculated annually by averaging the Seattle City Light kilowatt per hour (KWH) rate billed to the Port of Seattle, with any associated City of Seattle rental equipment, demand charges or discounts. There will be a \$2.00-per-meter monthly service fee.

Electric meters may be read and billed monthly, bi-monthly or quarterly to correspond to changes in slip assignment, termination of moorage or operational needs of the facility.

(B) SEAFOOD SALES RATE

The rate for selling seafood products off the boat by commercial fishermen at Bell Harbor Marina, Fishermen's Terminal, Maritime Industrial Center and Shilshole Bay Marina (not effective at Harbor Island Marina) shall be one-half (1/2) of the daily moorage rate at Fishermen's Terminal. (See SECTION THREE, PART 2 – DEPOSITS, FEE AND RATES, ITEM 3240, SEAFOOD SALES RATE.)

End of Section

SECTION ONE, PART 3 – RULES AND REGULATIONS**Applying at Bell Harbor Marina, Fishermen’s Terminal, Harbor Island Marina, Maritime Industrial Center and Shilshole Bay Marina****ITEM 1300**
RULES AND REGULATIONS**(A) BOAT HARBOR REGULATIONS**

These regulations shall apply at the Port of Seattle’s Bell Harbor Marina, Fishermen’s Terminal, Harbor Island Marina, Maritime Industrial Center and Shilshole Bay Marina, hereinafter called “boat harbors”:

Definitions –The words “Port area as used in these regulations shall mean those areas within the Marina, including water, land, air space above, and all buildings. The word “Port” shall mean “Port of Seattle”. The words “Chief Executive Officer” shall mean “The Chief Executive Officer of the Port of Seattle and his agents”.

- (1) Registration of boats and payment of moorage charges will be done at the boat harbor office in accordance with current Port tariff.
- (2) Any boat, vehicle, property, gear, or equipment will be parked, stored, moored or maneuvered in the Port areas in a safe and orderly manner.
- (3) The Chief Executive Officer may establish such reasonable traffic and parking regulations as may be required for orderly handling of motor vehicles on the Port premises, including the posting of signs and such other regulations as may be required. A vehicle parked in violation of any such sign or regulations will be towed away and impounded and will be released only after all charges and costs have been paid.
- (4) The vehicle parking areas are to be used only for vehicular parking in connection with the use of the Port facilities. Overnight camping will only be allowed in connection with Port approved special events.
- (5) Loud or boisterous conduct, sleeping, lewd or lascivious conduct, unnecessary blowing of horns, changing clothes, etc., are not permitted in vehicles on the Port’s premises. Boat owners/operators will not maintain anything that may be dangerous to life or limb or permit any objectionably noise or odor on his boat, boat harbor premises, or premises adjacent thereto, and will not create a nuisance or disturb any other boat owner, guest or lessee of the Port.
- (6) All boats or vehicles using facilities or space within the Port areas will be subject to all of the charges, rules, and conditions as prescribed by Port tariff.
- (7) All boats entering the Port area must have a valid identification permanently affixed to the hull and clearly visible from the outside. Coast Guard registered boats must have the name of the boat on the hull. Failure to have either may be cause for refusal of moorage.
- (8) Anyone visiting or using the Port areas of its facilities does so at his own risk. The Port does not assume any responsibility for loss or damage to property or persons within the Port area.

- (9) The Chief Executive Officer may deny the use of any of the facilities of the boat harbor to any person who shall refuse to comply with these rules and regulations. Any such person may be subject to prosecution as a trespasser to the fullest extent possible under the law.
- (10) Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Engaging in the use of or being instrumental in the exchange of deliberating or exhilarating drugs on the Port property is expressly forbidden.
- (11) It is against the law to discharge hazardous substances, oil and untreated sewage into U.S. navigable waters. The owner, operator or person in charge of the vessel at the time will be subject to fines and charged for clean-up costs. If the responsible party fails to report the spill to appropriate authorities, higher fines and a jail sentence may be imposed according to 33 USC 1321. No garbage, trash, oil, fuel, debris, or other material, liquid or solid, shall be deposited in the water or on land areas of the Port facilities, or on any floats, or piers, except into containers provided for that specific purpose. Waste oils must be poured into special containers provided for that specific purpose.
- (12) All boat owners, operators, crew or guests using the Port area or its facilities for moorage or otherwise shall keep his boat, gear locker, boathouse, net areas, and the pier or finger in the vicinity of his boat neat, clean, orderly, and shipshape.
- (13) Anyone present on or in the Port area and/or using Port facilities or equipment shall comply with any verbal or written signs or communicative, including administrative and operational policies and procedures, issued or posted by the Chief Executive Officer or Port Commission.
- (14) No storage is permitted on piers or fingers. Oily rags, open paints, or other inflammable or explosive material must not be stored in locker boxes, net lockers, or other Port buildings or facilities.
- (15) Fire hoses and other fire-fighting equipment are to be used only for the fighting of fires.
- (16) Boats which, in the opinion of the Chief Executive Officer, do not meet normal safety standards or because of their size or construction are hazardous to the Port property or other boats or facilities, will be denied permission to remain on Port premises.
- (17) Boats moored in a Port harbor must, at all times, be completely seaworthy and ready for immediate cruising in local waters.
- (18) A boat owner who denies permission when requested for an on-board inspection of his boat by Port Management, Port Police Department, U.S. Coast Guard Boarding Officer, U.S. Coast Guard Auxiliary Boat Examiner, City of Seattle Harbor Police or authorized King County Deputy Sheriff shall be deemed in non-compliance with this article.
- (19) Those utilizing Port property shall obey all Port, Municipal, County, State, and Federal regulations and laws, and generally accepted safety standards and requirements to insure that his actions or boat do not become a hazard to himself or other boats, or persons, in the Port area.
- (20) Heaters or other drying devices are prohibited in the net lockers.
- (21) Discharge of sewage from toilet facilities on vessels in a manner inconsistent with federal law while in the Port area is prohibited. The owner, operator, or person in charge of the vessel at the time of illegal discharge can be defined according to laws governing U.S. navigable waters. Vessels violating federal discharge laws shall be deemed in violation of this article and the moorage agreement and may be subject to termination of moorage. If

a permit for living aboard is granted, management may require subscription to a sewage removal service and may request documents to confirm that such a contract has been entered into as a condition of the moorage agreement.

- (22) Living aboard boats, as defined in 4100(B) and 5100(B) is prohibited unless an Authorization to Live Aboard Agreement is authorized by the Chief Executive Officer. Prior to being granted such Agreement, prospective liveaboards must agree to comply with separate regulations as deemed appropriate for each facility. Once authorized, liveaboards must pay the monthly liveaboard fee and advise the Marina staff of changes in their liveaboard status at least thirty (30) days prior to the last day of the month.
- (23) Boats may be moved by the Chief Executive Officer for the protection of life or property or best utilization of the facility.
- (24) Moorage space, once assigned, may not be sub-assigned by the user without written approval of the Chief Executive Officer.
- (25) Pets (dogs and cats) must be kept on a leash in all public areas in the Port area. Owners will be responsible for proper clean-up and disposal of animal wastes in a proper container; waste shall not be put into the water. Pet owners will ensure their pets are not disruptive.
- (26) Swimming, water-skiing, jet-skiing, scuba-diving or use of any unorthodox-type of boat, raft or other contraption is not permitted in any Port area.
- (27) Storage of rowboats, skiffs, dinghies, rafts, nets, reels, and other items of equipment will be designated by the Chief Executive Officer. Any of the above items or other equipment or gear left without proper storage arrangements will be in violation of the rules and subject to being abated as a nuisance.
- (28) Children under twelve (12) years of age are not permitted on piers unless accompanied by a parent or other responsible adult.
- (29) The movement of boats within the moorage area (between piers) shall be for the purpose of mooring, entering or leaving a slip only. Among other things, no random sailing or cruising by motor vessels will be permitted. The speed limit within the boat harbors is four (4) knots.
- (30) Boats, when unattended, must be securely moored with adequate bow, stern, and spring lines. Four (4) or more appropriately sized lines are required.
- (31) Posting of signs for the sale, charter or rental of boats while moored in the Port areas shall be subject to the approval of the Chief Executive Officer.
- (32) Boat gear and dock carts shall be returned to the top of the corresponding ramp or dock immediately after use by the user.
- (33) Unattended boats will not remain moored at any fuel float.
- (34) No commercial use of facilities at Port boat harbors will be allowed unless a Port of Seattle permit or license has been granted by the Chief Executive Officer. The requirements and conditions for such permits and licenses shall be as prescribed in separate instructions as issued from time to time by the Chief Executive Officer.
- (35) The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port.

- (36) No major repaid work or outfitting, spray-painting, sandblasting, sanding, welding or burning on boats will be performed without specific approval of the Chief Executive Officer and permit from the Fire Department.
- (37) The Port defines all water areas east of and inside the breakwater of Shilshole Bay Marina as narrow channels for purposes of interpreting the U.S. Inland Rules of the Road. The effect of this rule is that a sailboat or any other craft does not have the right-of-way over another vessel based solely on its method of propulsion.
- (38) Transfer of fuels, oils, lubricants, or other flammable liquids of any kind, from vessel to float/dock or from float/dock to vessel, is strictly prohibited. Fuel transfers are only allowed at designated areas such as the fuel dock. Please inquire at the marina/terminal office for assistance.
- (39) A minimum of \$300,000 (three hundred thousand dollars) of liability insurance is required for all recreational vessels moored for 30 days or more that fall into any one or more of the following categories:
1. Hull length greater than 16 feet.
 2. 10-horsepower motor or larger.
 3. Launched or retrieved by operation of a Port of Seattle hoist.

Vessels exempt from this policy include:

1. Human-powered vessels of any size.
2. Dinghies/tenders that are covered under a vessel's insurance policy or moored on the dinghy floats at Shilshole Bay Marina.
3. Vessels in dry moorage at Shilshole Bay Marina that do not use the Port of Seattle hoist to be launched or to be retrieved.
4. Guest moorage vessels staying less than 30 days.

Liability insurance is to remain current and in effect at all times as a condition of moorage. Evidence of insurance may be requested by Marina Management at any time.

- (40) Liability coverage in the amount of \$1,000,000 (one million dollars) is required for any charter or other vessel for commercial hire, including bare boat charters. Boat dealers and brokers, sailing clubs, and events held on Port property will be required to carry marine general liability coverage tailored to their operations and/or number of vessels. The Port is to be listed as an additional insured.

Liability insurance is to remain current and in effect at all times as a condition of moorage. Evidence of insurance may be requested by Marina Management at any time.

- (41) Any commercial fishing or other commercial vessel of an industrial nature such as a tug, dive, research or barge is required to carry a minimum of \$300,000 (three hundred thousand dollars) of liability insurance if moored for 30 days or more. Wreck removal and pollution prevention coverage is also required.

Enforcement

The Port Commission authorizes the Chief Executive Officer to enforce these regulations by written or verbal instructions. The Chief Executive Officer may request persons violating these regulations to leave the Port areas and/or obtain the assistance of law enforcement officers to protect property, lives or preserve the peace. The Chief Executive Officer may interpret the reasonable intent of these regulations to carry out the purposes of these regulations. If a boat; the owner of which has been notified to remove the boat from the Port area, is not removed

immediately, it may be impounded by the Chief Executive Officer, and may be removed by a private contractor, charges for which will be assessed against the boat and/or its owner.

(B) ELECTRIC CONTINUITY OF SERVICE

The Port of Seattle specifically does not guarantee: Availability or continuity of electric service to any vessel, the characteristics of any service that is provided, or the characteristics of the vessel service circuit breaker.

(C) ELECTRIC SERVICE AND UTILIZATION EQUIPMENT ON BOARD VESSELS

All service connections between the Port of Seattle outlets and the vessel, and all utilization equipment upon the vessel shall conform with the City of Seattle Electrical Code and/or the State of Washington Electrical Code. (See Item 1220 for electric rates.)

(D) LIABILITY LIMITATIONS

The Port of Seattle does not accept any liability for damages to property or injury or death of individuals caused by, or resulting from, persons, corporations, agents, or employees performing a service to a private vessel moored or located on Port property. The Chief Executive Officer shall be authorized to publish and enforce appropriate rules to ensure security and safety on Port property including requiring appropriate hold harmless agreements, release agreements and evidence of insurance. Permission granted by the Chief Executive Officer shall be solely for regulation. The Port assumes no responsibility for any loss or damage resulting from the use of Port property by said person, corporation, agent, or employee of a vessel owner. Work performed on vessels moored at the Boat Harbor must be accomplished in such a manner as to avoid interference with other users and must not constitute any hazard to persons or property. Such persons, corporations, agents or employees will comply with all Federal, State, City and Port rules and regulations.

(E) REMOVAL OF VESSELS FOR NON-PAYMENT OF CHARGES

- (1) When a vessel owner fails to pay charges owing the Port, the Port may take reasonable measures, including but not limited to the use of chains, ropes, and locks, or removal of a vessel from the water to secure vessels within Bell Harbor Marina, Fishermen's Terminal, Harbor Island Marina, Maritime Industrial Center and Shilshole Bay Marina so that the vessels are in the possession and control of the Port and cannot be removed from Bell Harbor Marina, Fishermen's Terminal, Harbor Island Marina, Maritime Industrial Center and Shilshole Bay Marina.

These procedures may be used if an owner mooring or storing a vessel at Bell Harbor Marina, Fishermen's Terminal, Harbor Island Marina, Maritime Industrial Center and Shilshole Bay Marina fails, after being notified that charges are owing and of the owner's right to commence legal proceedings to contest that such charges are owing, to pay the Port charges owed or to commence legal proceedings to contest the charges. Notice shall be by placing in the U.S. Mail a registered letter to the owner at his last known address, and by posting a notice on the vessel. In the case of a transient vessel or where no address was furnished by the owner, the Port need not give such notice prior to securing the vessel. The notice shall set forth the charges owing, shall inform the owner of his right to commence legal proceedings to contest the charges, and shall state that the Port may terminate the moorage and seize the vessel if charges are not paid or legal proceedings are not commenced to contest charges. At the time of securing the vessel, an authorized Port employee shall attach to the vessel a readily visible notice. The notice shall be of a reasonable size and shall contain the following information:

- (a) The date and time the notice was attached;

- (b) A statement that if the account is not paid in full within ninety (90) days from the time the notice is attached, the vessel may be sold at public auction to satisfy the Port charges; and
- (c) The address and telephone number where additional information may be obtained concerning release of the vessel.

The Port shall review its records to ascertain the identity of the owner or anyone with an ownership interest in the vessel. The Port shall notify the owner and anyone known to the Port to have an ownership interest in the vessel by registered mail in order to give them the information contained in the notification.

- (2) The owner may regain possession of the vessel by:
 - (a) Making arrangements satisfactory to the Port for the immediate removal of the vessel from the moorage facility or for authorized moorage; and
 - (b) Making payment to the Port of all Port charges, or by posting with the Port a Sufficient cash bond or other acceptable security to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall receive so much of the bond or other security as is agreed or as is necessary to satisfy any judgment, costs, and interest as may be awarded to the Port. The balance shall be refunded immediately to the owner at his last known address.
- (3) If a vessel has been secured by the Port under subsection (1) of this section and is not released to the owner under the bonding provisions of this section within ninety (90) days after notifying or attempting to notify the owner under subsection (1), the vessel shall be conclusively presumed to have been abandoned by the owner.
- (4) Before the vessel is sold, the owner or anyone known to the Port to have an ownership interest in the vessel shall be given at least twenty (20) days' notice of the sale in the manner set forth in subsection (1) of this section. The notice shall contain the time and place of the sale, a reasonable description of the vessel to be sold, and the amount of Port charges owed with respect to the vessel. The notice of sale shall be published at least once, more than ten (10) but not more than twenty (20) days before the sale, in a newspaper of general circulation in King County. Such notice shall include the name of the vessel, if any, the last known owner and address thereof, and a reasonable description of the vessel to be sold.

The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale. In the event no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are not made within ten (10) days of sale, title to the vessel will revert to the Port.

The proceeds of a sale shall first be applied to the payment of Port charges. The balance, if any shall be paid to the owner. If the owner cannot in the exercise of due diligence be located by the Port within one (1) year of the date of the sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to Chapter 63.28 RCW. If the sale is for a sum less than the applicable Port charges, the Port is entitled to assert a claim for deficiency.

- (5) Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in the superior court for the county in which the vessel was impounded to contest the validity of the impoundment or the amount of the Port charges owing. Such lawsuit must be commenced within ten (10) days of the date the notification was provided pursuant to Section (1), or the right to a hearing shall be deemed waived and the owner shall be liable for any charges owing the Port. In the event of litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- (6) The Port shall at all times conspicuously post this tariff, and the regulations authorized under this section shall be enforceable only if the Port has had its tariff containing such regulations conspicuously posted at its moorage facilities at all times.

(F) REMOVAL OF VIOLATION VESSELS

A violation vessel may immediately and without notice be moved by the Port from Bell Harbor Marina, Fishermen's Terminal, Harbor Island Marina, Maritime Industrial Center and Shilshole Bay Marina to another location. Notice will be given, or attempted to be given, prior to moving a vessel whenever a non-emergency situation exists. All expenses and risk of loss or damage resulting therefrom shall be borne by the vessel owner. In the event the vessel is moved to another marina, the vessel owner shall, in addition, be liable to the Port for the prevailing moorage rate and other fees customarily charged at the facility to which the vessel is moved. Provided, however, that this Item 1300 (F) shall not apply and the Port shall proceed under item 1300 (E), if the only cause of violation is the non-payment of Port charges.

(G) TERMINATION OF MOORAGE

The moorage agreement of any vessel violating the moorage agreement or the rules and regulations pertaining to Bell Harbor Marina, Fishermen's Terminal, Harbor Island Marina, Maritime Industrial Center and Shilshole Bay Marina or this Tariff may be terminated for any reason upon thirty (30) days written notice to the vessel owner. Notice shall be by personal delivery or by placing in the U.S. Mail a registered letter to the owner at his last known address, and by posting a notice on the vessel. The notice shall state that moorage is being terminated, that the owner has ten (10) days from the date of the notice to remove the vessel from Bell Harbor Marina, Fishermen's Terminal, Harbor Island Marina, Maritime Industrial Center or Shilshole Bay Marina (or thirty (30) days in the case of termination for any reason other than violation of the moorage agreement, etc.), and that the vessel will thereafter be removed by the Port at the owner's expense. A vessel remaining at Bell Harbor Marina, Fishermen's Terminal, Harbor Island Marina, Maritime Industrial Center or Shilshole Bay Marina after the notice period has elapsed will be considered a violation vessel.

(H) SEAFOOD SALES BY COMMERCIAL FISHERMEN

(1) Statement of the Policy

The Port of Seattle grants commercial fishermen the non-exclusive right to sell seafood from commercial fishing vessels at Fishermen's Terminal, Shilshole Bay Marina, the Maritime Industrial Center, and Bell Harbor Marina (not effective at Harbor Island Marina).

(2) Definitions

- (a) **SEAFOOD** means dressed or processed seafood including but not limited to fin fish and shellfish.
- (b) **COMMERCIAL FISHING** refers to engaging in fishing as a substantial means of livelihood, duly licensed and not for sport.

- (c) COMMERCIAL FISHING VESSEL means any active commercial fishing vessel directly related to the activities with catching or harvesting of seafood.
 - (d) PROCESS means to grind, can, pickle, salt, smoke, dehydrate, or otherwise cure, cook at any temperature, and engage in any other activity with respect to foods that modifies the natural state of such food.
 - (e) RETAIL OPERATIONS means the activity of physically being present on the vessel selling seafood products directly to the consumer. Retail operations are limited to the hours of 8:00 a.m. to 6:00 p.m. Vessel owners and or crewmembers must be physically on the vessel actively selling fish for four (4) consecutive hours within Retail Operations hours each day the vessel is moored in the fish sales area or other area designated by terminal/marina management.
- (3) Eligibility
- (a) The Port reserves the sole right to interpret these regulations, and the Port's interpretation is final.
 - (b) Fish products sold from a vessel will be required to have been caught by that vessel.
 - (c) Proof of eligibility may include, but is not limited to, documents associated with the retail commercial fishing vessel, such as current commercial fishing licenses, fish delivery tickets, and/or other proof that the seafood is in fact the applicant's catch.
 - (d) Vessel owners must register crew members when registering the vessel.
 - (e) Photo ID from each crew member must be present at the time of registration.
 - (f) Immediate family members, defined as a spouse, child, parent, or domestic partner are authorized to sell from the vessel. Proof of relationship is required at time of vessel registration.
 - (g) The commercial fishing vessel must comply with all applicable federal, state, county, Port of Seattle, and municipal laws, ordinances, and regulations including, without limitation, those relating to health and environmental matters.
 - (h) Processed fish is defined as ground, canned, pickled, salted, smoked, dehydrated, or otherwise cured, or cooked.
- (4) Fees
- (a) The charge to the vessel to sell seafood is one-half (1/2) of the daily moorage rate as charged at Fishermen's Terminal for a commercial fishing vessel based on the overall length of the vessel. For the rate, see Moorage Tariff No. 6, ITEM 3240, SEAFOOD SALES RATE.
 - (b) Wharfage fees (total weight of fish) are calculated in accordance with Port of Seattle Moorage Tariff No. 6.

(5) Documentation

- (a) Seafood sellers must obtain and present the following documents to the marine facilities management in order to conduct sales at the Port's facilities:
- Wholesale Dealers' License, available from the State Department of Fisheries, Commercial Licensing Division.
 - Health Permit, available from the Seattle/King County Health Department, Environmental Health Division.
 - A signed Hold Harmless Agreement from the Port of Seattle indicating the period of activity will be performed. Agreements are available at the marine facility offices.
 - The sale of shellfish requires a certified shellfish tag and number.
 - A state/province fish delivery ticket indicating species and quantity.
 - Retail seafood sales are restricted to the owner or crew that actually caught the fish.
 - Owner/Captain and crew are required to provide a copy of their commercial fishing license from the state that the fish were caught.
 - Additional proof of crew member status may be required such as completed active 1099 tax report form and/or crew member payment check stubs.
- (b) Fishermen who wish to sell processed fish aboard their own vessel must adhere to and provide the following:
1. Valid fish ticket from the state in which the fish was caught.
 2. The vessel must have an approved HACCP Plan.
 3. Vessels must produce a "Fish Processing Vessel" license from the State in which the fish was caught.
- (c) Fishermen who wish to sell processed fish and use the services of an on-shore processor for the purposes of processing, freezing, and storing their catch must adhere to and provide the following documentation:
- Valid fish ticket from the state in which the fish was caught.
 - An HACCP-approved cold storage/processing company's assigned Lot # for the fishing vessel's stored and portioned fish inventory.
 - A Bill of Landing from the cold storage/processing company. The Bill of Landing shall list the inventory Lot # from the company portioning, processing, freezing and/or storing the catch, and the fish ticket number under which the fish was landed.
 - Labeling will be required on each package of processed fish to be sold. Included in the label will be the name of the vessel the fish was caught and sold from, the on-shore processing plant and the fish ticket number.

(6) Assignment of Moorage

- (a) Moorage for the sale of fish must be arranged in advance and is limited to space available as designated by the Port for seafood sales.
- (b) At Fishermen's Terminal, the southernmost 240 feet of the West Wall is designated as the Fish Sales area.
- (c) At Fishermen's Terminal, preference for moorage on the West Wall for fish sales will be given to Fishermen's Terminal and Maritime Industrial Center moorage customers if only one moorage berth remains available when both distant water and local fishermen make the moorage request for the remaining berth.
- (d) Assignments will be made on a first-come, first-serve basis. Marine facilities management will assign moorage areas in which seafood may be sold from vessels.
- (e) Moorage space cannot be subleased.
- (f) Should there be no active sales in any designated fish sales area, management will reserve the right to utilize the area as needed for other use.
- (g) Where applicable, vessels will return to their assigned slip after they have completed selling each day, unless they plan to register and actively sell the following day, then the vessel will be allowed to stay overnight in the fish sales area.
- (h) Vessel owners, crew members, immediate family and/or domestic partners must be physically on the vessel actively selling fish for four (4) consecutive hours, between the hours of 8:00 a.m. and 6:00 p.m. each day the vessel is moored in the fish sales area.
- (i) Vessels wishing to sell must check in at the Port of Seattle office located at the facility each day they plan to sell in the fish sales location.
- (j) Failure to comply with the policy may result in the termination of the moorage agreement between the Port of Seattle and the moorage customer.

(7) Business Operations

- (a) Prior written approval from marine facilities management is required for the display of any signs. All information regarding signage such as language, size of signage, etc., must be provided in written request along with a drawing of proposed signage, to Marine facilities management (signage procedures can be obtained from each site.)
- (b) Fishermen's Terminal provides configurable signage at the entrance driveway that can be used to display whether there is any current sales activity.
- (c) Commercial fishing vessels engaged in retail operations are responsible for maintaining a clean and sanitary area immediately adjacent to their vessel.
- (d) Canopies or other "structures" are not to be erected on the land adjacent to the vessel. All sales are to be conducted from the vessel; no canopies, tables, displays or other structures are allowed on the pier.
- (e) The disposal of garbage is the responsibility of the commercial fishing vessel. (Garbage procedures can be obtained from each site.)

(8) Safety Considerations

- (a) Seafood sellers are responsible for keeping the area in and around the moorage assigned for seafood sales clean and sanitary at all times while selling or preparing to sell seafood.
- (b) Seafood retail operators shall not allow the public to board or climb upon the vessel for the purposes of purchasing seafood.
- (c) The safety and well-being of the general public at any Port facility including Shilshole Bay Marina, Fishermen's Terminal, the Maritime Industrial Center, and Bell Harbor Marina is an overall priority of the Port of Seattle. The selling of seafood by commercial fishermen shall not in any way impair the Port's duty to the public to maintain a safe facility. The Port reserves the right to temporarily or permanently stop the sale of seafood from vessels at any of these facilities if a determination is made that the safety of the public is at risk. This includes safe parking of private vehicles associated with private citizens wishing to purchase seafood, supervision of children in and around the point of seafood sales, fire code issues including the use of grills, barbeques or other cooking devices; electrical extension cords or other electrical devices, and the placement of any tents or structure on the docks adjacent to the seafood sales area.
- (d) Questions regarding safety relative to seafood sales shall be directed to:

Food Protection Program
King county, Environmental Health Division
401 – 5th Avenue, Suite 1100
Seattle, WA 98104-2333
Phone: 206-296-4632

(9) Enforcement of Policy

The following actions will be placed into effect should we experience a violation of the new policy:

- (a) First violation, the violator will be asked to cease committing the violation, and given a copy of the policy. A written notice will be given to the vessel owner confirming the discussion, and a copy placed in the customer's file.
- (b) Second violation, a second notice will be given to the vessel owner and he/she will be advised of the potential consequences if they continue to violate the policy. Failure to comply could result in any or all of the following actions: 1) revocation of vessel owner's right to use the fish sales area; 2) imposition of violation vessel charges; 3) termination of moorage agreement; 4) denial of use of, or access to, Port marine facilities; 5) removal and/or seizure of vessel owner's sole cost and risk; and/or 6) commencement of legal action to enjoin further violations.
- (c) After second notice of violation of the policy, the vessel owner must remove the vessel immediately from the fish sales area. Failure to do so may result in removal of the vessel at owner's risk and expense.
- (d) Upon a third (and any subsequent) violation, the Port of Seattle will generally pursue one or more of the following actions: 1) revocation of vessel owner's right to use the fish sales area; 2) imposition of violation vessel charges; 3) termination of moorage agreement; 4) denial of use of, or access to, Port marine facilities; 5) removal and/or

seizure of vessel at the vessel owner's sole cost and risk; 6) commencement of legal action to enjoin further violations. The particular remedy pursued in any instance will depend on the severity of the violation, the likelihood or recurrence of the violation, the potential for a disturbance of the peace, and other factors.

End of Section

SECTION TWO, PART 1 – DEFINITIONS**Applying at Bell Harbor Marina Only.****ITEM 2100**
DEFINITIONS**(A) COMMERCIAL VESSEL**

A commercial vessel is defined to include, but not limited to, any vessel which is used or retained primarily for commercial purposes, operated by a person who has been or will be using it to engage in commercial activity during the current course of travel or passage, held for charter, used for the transport of freight or non-recreational fish catches, used primarily for research or development of underwater resources, or used for the transport of passengers for profit, charter or fee.

(B) RECREATIONAL VESSEL

Any vessel that is used solely for the purpose of enjoyment, sport, leisure or pleasure. Any vessel that is otherwise defined as a commercial vessel may be considered a recreational vessel when used by the owner or operator during a period of time where the use is solely for the owner or operator's personal enjoyment, sport, leisure, or pleasure and not combined with any commercial use as defined above.

(C) CHARTER VESSELS

Charter and excursion vessels are commercial vessels further defined as any vessels used for the transport of passengers for hire, whether for profit or non-profit.

(D) ACTIVE TRIBAL FISHING VESSELS

Fishing vessels belonging to members of the Muckleshoot and Suquamish Tribes, including the Tribes' fisheries enforcement vessels, seeking moorage at Bell Harbor Marina during the Area 10A fishing season only, as defined by the fishing regulations of each tribe.

(E) INACTIVE TRIBAL FISHING VESSELS

Tribal fishing vessels that cannot meet the active fishing vessel requirements.

(F) VIOLATION VESSEL

A vessel entering or remaining at Bell Harbor Marina without authorization, or remaining at Bell Harbor Marina after the moorage period has expired.

(G) SMALL CRAFT

Small craft is defined as vessels under 16 feet, including but not limited to kayaks, canoes, jet skis, and sailboards.

(H) PEAK AND OFF-PEAK SEASON

The operating seasons at Bell Harbor Marina are based on guidelines set forth by the Washington State Recreation and Conservation Board’s Boating Facilities Program. Peak and non-peak seasons are used for the purposes of establishing guest moorage rates.

Peak Season.....June 1st through September 30th
Off-Peak Season.....October 1st through May 30th

(I) HOLIDAYS AND SPECIAL EVENTS

Holiday rates may be charged during the following national holidays, including adjacent weekdays and/or weekend days: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(J) PEAK WEEKENDS

Friday and Saturday nights during the months of June, July, August and September.

(K) EXTREME LENGTH OF VESSEL (ELOV)

The Extreme Length of Vessel (ELOV) includes all bow spirits, swim steps, anchors, dinghy davits, or any other objects attached to or otherwise adding length to the vessel.

End of Section

SECTION TWO, PART 2 – DEPOSITS, FEES AND RATES
Applying at Bell Harbor Marina Only

ITEM 2210
FEES

(A) BOAT PUMPING FEE

\$50.00 per hour with a minimum of one (1) hour.

(B) RESERVATION FEE

- (1) Individual
Individual vessels requesting reservations shall be assessed a non-refundable moorage deposit, in advance, equal to one night's moorage.
- (2) Group
Group reservations with a minimum of eight (8) vessels will be charged a \$5.00 non-refundable fee per vessel, payable in advance.
- (3) Charter Vessels
Charter vessels will be charged a non-refundable fee of \$25.00 for each round trip visit reserved.

(C) TIME LIMIT VIOLATION FEE

A vessel which remains at the Marina longer than the fourteen (14) day time limit without authorization by the Marina Management, or after the moorage period has expired, shall be subject to impound or other means of removal by the appropriate Port agency and assessed two (2) times the daily moorage charge for the remainder of its stay. See item 2310(A)(3).

(D) SERVICE FEE

Vessels requesting electricity for guest moorage will be charged a service fee:

Power	Fee
30 AMP.....	\$5.00 per day
50 AMP.....	\$10.00 per day
100 AMP.....	\$20.00 per day

ITEM 2220
RATES

(A) DAILY GUEST MOORAGE RATES PER FOOT OF EXTREME LENGTH OF VESSEL (ELOV) BY VESSEL TYPE

Subject to Notes 1, 2, 3, 4, and 5

	Peak Season Rate Per Ft Per Day	Weekend Rate Per Ft Per Day	Off-peak Season Rate Per Ft Per Day	Peak Season Minimum Charge	Off-Peak Season Minimum Charge
Recreational Vessels					
Under 50 ft	\$1.25	\$1.35	\$1.00	\$25.00	\$20.00
51 ft to 69 ft	\$1.25	\$1.60	\$1.00	n/a	n/a
70 ft to 99 ft		\$1.75			
100 ft. & over		\$2.00			
Holiday Rates – See Item 2100(l).....					\$2.00 per foot/per day
Mid-Week Rate, Jan. 1 thru Feb. 28, 2013					\$0.50 per foot per day
Charter Vessels.....					\$1.50 per round trip
Licensed 6-Passenger.....					\$25.00 per vessel per round trip
Kayak.....					\$10.00/day

(B) HOURLY MOORAGE RATES

0 – 3 Hours.....	\$15.00
3 – 6 Hours.....	\$20.00

Subject to Notes 1, 2, and 4

(C) MONTHLY MOORAGE RATES

Rate per vessel foot by extreme length of vessel (ELOV) per month. Subject to Note 8.

Berth Sizes	Rate/Vessel Ft (ELOV) Per Month
Up to 30 ft.....	\$10.06
31 ft to 40 ft.....	\$10.89
41 ft to 50 ft.....	\$12.23
51 ft to 64 ft	\$12.97
65 ft and over.....	\$13.57

(D) COMMERCIAL MONTHLY MOORAGE RATES

Rate per vessel foot by extreme length of vessel (ELOV) per month. Subject to Note 8.

Berth Sizes	Rate/Vessel Ft (ELOV) Per Month
Up to 30 ft.....	\$11.91
31 ft to 40 ft.....	\$12.98
41 ft to 50 ft.....	\$13.72
51 ft to 64 ft	\$14.37
65 ft to 69 ft.....	\$15.15
70 ft and over.....	\$15.51

(E) SMALL CRAFT

At times, Bell Harbor Marina Management may designate certain areas of the Marina suitable for small craft moorage at the following rate:

Overnight.....\$10.00

(F) EVENT RATES

Persons and/or organizations interested in reserving large areas of the Marina for the purpose of holding an event must submit an Application for Special Events packet to Bell Harbor Marina Management at least ninety-days (90) prior to the move-in date. The rate for such usage is as follows:

\$.0377 per square foot per day (Subject to Notes 6 and 7)

(G) KAYAK MONTHLY STORAGE RATE

\$44.31 per month. Subject to Note 8.

Note 1 Any boat with a beam exceeding 3/8 its overall length shall be charged two (2) times the moorage rate.

Note 2 See Items 2210(A) and 2210(D) for conditions and limitations.

Note 3 Charter vessels requesting a reservation shall be charged the moorage rate in accordance with Item 2220(A). The total moorage charge, including the non-refundable reservation fee for each round trip visit reserved, must be received or arranged for at least 72 hours prior to the reservation date. The moorage charge is refundable only if the reservation is canceled at least 72 hours prior to arrival.

Note 4 Commercial vessels authorized by Bell Harbor Marina Management to use Bell Harbor Marina shall be assessed two (2) times the recreational vessel daily moorage rate. See Item 2310(C).

Note 5 To achieve maximum utilization of marina space, the Interagency Committee for Outdoor Recreation Off-Peak Season definition has been applied to low-usage days during the Peak Season (Sunday through Thursday.)

Note 6 Interagency Committee for Outdoor Recreation approval may be required for even to occur.

Note 7 Rates reflect rental of space only, and does not include charges for labor, staff, utilities and other services necessary to accommodate the event.

Note 8 Leasehold tax is in addition to named rates.

End of Section

SECTION TWO, PART 3 – RULES AND REGULATIONS**Applying at Bell Harbor Marina Only****ITEM 2300****RULES AND REGULATIONS****(A) SEAWORTHINESS**

Vessels moored at Bell Harbor Marina must, at all times, be completely seaworthy and ready for immediate navigation in local waters.

A vessel owner, charterer, or operator must grant permission when requested for an onboard vessel inspection by Bell Harbor Marina Management, U.S. Coast Guard, Seattle Fire Department, Port Police, Municipal Police, King County Deputy Sheriff, and others possessing legal authority. Refusal to grant boarding for inspection is deemed in non-compliance with the above article.

(B) MOORING

Vessels are responsible for adequate fendering to protect against damage to their pier and other vessels and for securing the vessel with adequate bow, stern and spring lines. Four (4) or more lines are required.

(C) DISCHARGE OF SEWAGE

Discharge of sewage from vessels while moored at Bell Harbor Marina is prohibited.

(D) STORAGE ON THE PIER

Vessels using Bell Harbor Marina are required to keep their gear and the pier in the vicinity of the vessel neat, clean and orderly.

There is no storage of any items permitted on the docks.

Storage of oily rags, open paints or other flammable or explosive material on Bell Harbor Marina or in the transit sheds is prohibited.

ITEM 2310**RULES AND REGULATIONS****(A) RECREATIONAL VESSEL REGISTRATION AND PROCEDURES****(1) Registration**

All recreational vessels shall be registered by the owner, charterer, or operator immediately upon arrival at the Marina Office. Vessels shall be subject to the moorage charges named in Item 2220(A), to be paid upon arrival of the vessel to the Marina.

Vessels leaving and returning during their registered visit do so at their own risk and are not guaranteed the same space, or any space, upon their return.

(2) Restricted Use

Moorage for commercial vessels, other than charter and excursion vessels, is not permitted at Bell Harbor Marina during Peak Season, except at Dock T and Charter Dock, without specific approval of Bell Harbor Marina Management. See Items 2300 (A) and (B). Bell Harbor Marina will not be used for the sale or brokerage of boats or other business purposes without specific approval of Bell Harbor Marina Management. “For Sale” signs or other advertisement signs or banners are not permitted without the written consent of Bell Harbor Marina management.

(3) Guest Moorage Time Limit

Vessels may moor at Bell Harbor Marina for a maximum of 14 days per visit during Peak Season. Vessels must leave for at least 24 hours before beginning another visit.

(4) Unregistered Boats

Unregistered vessels at Bell Harbor Marina are subject to impound and/or removal pending settlement of all charges. See Item 1300(E) and (F).

(5) Reservations

(a) Individual

Individual reservations shall be taken for boaters who wish to reserve a slip for an overnight stay or longer. Beginning the 2nd Monday of each year, reservations will be taken through the end of the following year. Beginning July 1st of each year, reservations will be taken for the following Off-Peak Season. See Items 2210(C)(1) and 2220(A). Bell Harbor Marina Management reserves the right to change berth assignments as needed to allow for the best use of the facility and comfort of the customers. A reservation does not necessarily guarantee in and out privileges and all vessels, reserved or not, are subject to rafting during peak occupancy levels.

(b) Group

Group reservations shall be taken for organized groups of 8 or more vessels. Exceptions may be made during the Off-Peak Season subject to availability and occupancy. Group reservations must be made at least 14 days in advance.

Note: All reservations are considered non-refundable and non-transferable unless with Management’s approval.

(B) CHARTER VESSEL REGISTRATION AND PROCEDURES

(1) Registration

All charter vessels owners or operators shall pre-register at the Marina Office prior to arrival. Reservations shall be taken for all charter vessels and shall be subject to the moorage charges named in Item 2220(A). Charter vessels shall moor in assigned areas only.

(2) Declaration of Security

In compliance with 33CFR105 (Code of Federal Regulations), all passenger vessels certified to carry 150 passengers or more must have a Declaration of Security registered with the marina/terminal office of calling prior to arrival. Under no circumstances will such vessels be allowed to enter the marina/terminal without a valid Declaration of Security prior to arrival.

(3) Terms and Conditions

Charter vessels must sign a Charter Vessel Operator Agreement prior to authorization for moorage at Bell Harbor Marina. Failure to comply with the terms and conditions of the Charter Vessel Operator Agreement will result in termination of moorage privileges.

(4) Time Limit

The maximum time allowed to load or unload at the charter float is one (1) hour. Management has the option to establish a contract for specialized moorage in extenuating and unusual circumstances.

(C) TRIBAL FISHING VESSEL REGISTRATION AND PROCEDURES

(1) Conditions

Bell Harbor Marina Management reserves the right to honor agreements entered into by the CEO and tribal partners.

(2) Registration

Tribal vessels shall register and show proof of tribal affiliation upon arrival at Bell Harbor Marina.

(3) Moorage

Active tribal fishing vessels shall be exempt from moorage fees during the tribal fishing season only. Moorage for tribal fishing vessels is limited to designated areas of Dock T unless authorized by Bell Harbor marina Management. Inactive tribal fishing vessels may be subject to moorage charges.

End of Section

SECTION THREE, PART 1 – DEFINITIONS**Applying at Fishermen’s Terminal and Maritime Industrial Center Only****ITEM 3100**
DEFINITIONS**(A) ACTIVE FISHING VESSEL**

A vessel which is registered or documented for “Fishery” and is engaged in a bona fide commercial fishing operation under one (1) or more valid licenses, which may include, but are not limited to, a current season fishing license, current season fish tickets, landing permits, or other proof to establish fishing activity. Vessel must be rigged for licensed fishery (or fisheries).

(B) CHARTER VESSELS

Charter vessels are defined as commercial vessels used or designed for the transport of passengers, whether for profit or non-profit.

(C) COMMERCIAL VESSEL

Any vessel that is used for purposes other than enjoyment, sport, leisure or pleasure, including but not limited to fishing vessels that do not meet Fishermen’s Terminal criteria for active fishing vessels, loading or unloading of freight, chartering of boat form which fish is taken for personal use, any use involving research or development of underwater resources, any use that has the primarily purposes of generating marine dependent retail or other profit for the owner or operator of the vessel. Subject to Note.

Note: At Fishermen’s Terminal only, bare boat charters, timeshares, and other commercially owned vessels used for the operator’s recreational purpose are defined as non-commercial vessels (See Item 3100(B))

(D) NON-COMMERCIAL VESSEL

Any vessel that is used solely for the purpose of enjoyment, sport, leisure or pleasure. Any vessel that is otherwise defined as a commercial vessel can be considered a non-commercial vessel when used by the owner or operator during a period of time where the use is solely for the owner or operator’s personal enjoyment, sport, leisure or pleasure and not combined with any commercial use as defined above.

(E) TRANSIENT MOORAGE

Short-term berthage, for use of moorage facilities whereby the vessel is granted authority to moor, but does not enter into a Monthly Moorage Agreement.

(F) VIOLATION VESSELS

Any vessel entering and remaining at Fishermen’s Terminal without authorization; or remaining at Fishermen’s Terminal after moorage has been terminated.

End of Section

SECTION THREE, PART 2 – DEPOSITS, FEES AND RATES

Applying at Fishermen’s Terminal and Maritime Industrial Center Only

ITEM 3200
DEPOSITS

There are no deposits applying at Maritime Industrial Center.

ITEM 3210
FEES

(A) BOAT PUMPING FEE (WITH OPERATOR)

\$150.00 per hour with a minimum fee of one (1) hour.

(B) BOAT PUMP RENTAL FEE (ELECTRIC – WITHOUT OPERATOR)

(C) EQUIPMENT RETRIEVAL FEE

(D) FLOAT FEES

Stationary Work Floats – No fee will be charged moorage customers using stationary work float space with prior authorization. Vessels using the stationary work float space without prior authorization or remaining beyond the authorized period of ten (10) days will be charged the transient moorage rate for the appropriate type of vessel. (See Item 3220)

(E) FLYING FORKS RENTAL FEE

\$26.67 for each five (5) hour period or fraction thereof. Fee applies for each usage not to exceed a period of five (5) hours. Any time in excess of five (5) hours shall be \$5.32 per hour.

(F) FORKLIFT RENTAL FEE (WITH OPERATOR)

	Rate per Hour Except as Noted
3 tons or less.....	\$82.34 (minimum fee of 1 hour)
Over 3 tons.....	\$82.34 (minimum fee of 1 hour)

(G) FORKLIFT RENTAL FEE (WITHOUT OPERATOR)

	Rate per Hour Except as Noted
3 tons or less.....	\$47.97 (minimum fee of 1/2 hour)
Over 3 tons.....	Not available. Driver must be qualified by management.

H) GARBAGE FEE

Garbage container fee is \$51.54 per one and one-half (1-1/2) cubic yard container of garbage. Minimum charge is \$51.54 per container.

(I) HOIST FEE

Type/Size	Minimum Usage	Rates
Cranes (Dock 9 & 6).....	0.5 Hour.....	\$23.45
West Wall Hoist 3 tons....	0.5 Hour.....	\$47.96
West Wall Crane 3 tons...	0.5 Hour.....	\$82.33

Hoists and cranes are not intended for use by boats requiring overhaul, repair, boat painting, etc.

(J) NET REPAIR AREA FEE

Open areas provided for repairing nets are free to tenants paying net locker rental when prior use of same is reserved for such tenants. When available for others the charge for use of areas shall be:

Seine or Trawl Net per day or fraction.....\$20.30

(K) WAITING LIST FEE

Gear locker waiting list fee is \$50.00 - \$25.00 of this fee will be applied to the gear locker rental upon assignment or may be refunded upon written request to remove name from the waiting list. The remaining \$25.00 is non-refundable.

(L) ELECTRICAL CONNECTION FEE

Vessels requiring 280 volt or 480 volt electrical connections will be required to be connected and disconnected by a Port of Seattle electrician and will be charged the appropriate straight time or overtime rate. Should a vessel disconnect the electrical cord, thus disconnecting without the electrician present, the vessel will be charged the overtime rate of 4 hours double-time plus \$100.00.

**ITEM 3220
MOORAGE RATES**

(A) ACTIVE FISHING VESSELS BY MONTHLY MOORAGE AGREEMENT

- (1) Charges based on registered length of vessel.
- (2) Leasehold tax is in addition to named rates.
- (3) Minimum billing rate for fishing vessels is 30 feet.

Registered Length	Monthly Rate Per Foot or Fraction Thereof	Minimum Charge
0 ft through 79 ft (3).....	\$5.39.....	\$161.70
Over 79 ft through 125 ft.....	\$8.02	
Over 125 ft.....	\$9.80	

(B) ACTIVE FISHING VESSELS BY DAILY MOORAGE AGREEMENT

- (1) Will pay a daily rate, based on overall length of vessel.
- (2) Leasehold tax, if applicable, is in addition to named rates.
- (3) These charges are in addition to other moorage fees elsewhere in Fishermen’s Terminal or other boat harbors.

Length Overall	Daily Rate Per Foot Of Fraction Thereof	Minimum Charge
Not exceeding 79 ft.....	\$0.59 per day.....	\$17.70
Over 79 ft through 125 ft.....	\$0.88 per day.....	\$70.40
Over 125 ft.....	\$1.15 per day.....	\$144.90

(C) CHARTER VESSELS

- (1) Monthly and transient moorage rates will be the same as those for commercial vessels (See Items 3220(D) and (E)).
- (2) Loading and unloading passengers (charges based on overall length of vessel): \$1.20 per foot per round trip per day.

(D) COMMERCIAL VESSELS BY MONTHLY MOORAGE AGREEMENT

- (1) Charges based on registered length of vessel.
- (2) Leasehold tax is in addition to named rates.\
- (3) Minimum billing rate for non-commercial vessels is 20 feet.

Length Overall	Monthly Rate Per Foot or Fraction Thereof	Minimum Charge
Not exceeding 79 ft.....	\$7.59.....	\$227.70
Over 79 ft through 125 ft.....	\$8.51.....	\$680.80
Over 125 ft.....	\$10.00.....	\$1,260.00

(E) COMMERCIAL VESSELS BY DAILY MOORAGE AGREEMENT

- (1) Will pay a daily rate, based on overall length of vessel.
- (2) Leasehold tax, if applicable, is in addition to named rates.
- (3) These charges are in addition to other moorage fees elsewhere in Fishermen’s Terminal or other boat harbors.

Length Overall	Daily Rate Per Foot Of Fraction Thereof	Minimum Charge
Not exceeding 79 ft.....	\$0.80 per day.....	\$24.00
Over 79 ft through 125 ft.....	\$0.96 per day.....	\$76.80
Over 125 ft.....	\$1.20 per day.....	\$151.20

(F) NON-COMMERCIAL/RECREATIONAL VESSELS BY MONTHLY MOORAGE AGREEMENT

- (1) Charges based on overall length of vessel.
- (2) Leasehold tax is in addition to named rates.
- (3) Minimum billing rate for non-commercial vessels is 20 feet.

Length Overall	Monthly Rate Per Foot Of Fraction Thereof	Minimum Charge
0 ft to 20 ft.....		\$167.60
21 ft to 30 ft.....	\$8.38	
31 ft to 40 ft.....	\$8.68	
41 ft to 50 ft.....	\$9.45	
51 ft to 60 ft.....	\$9.29	
61 ft to 79 ft.....	\$10.46	
Over 79 ft to 125 ft.....	\$10.46	
Over 125 ft.....	\$11.62	

(G) NON-COMMERCIAL/RECREATIONAL VESSELS BY TRANSIENT MOORAGE AGREEMENT

(1) Will pay a daily rate, based on overall length of vessel. Leasehold tax is in addition to named rates.

Length Overall	Daily Rate Per Foot Of Fraction Thereof	Minimum Charge
Over 19 ft to 40 ft.....	\$0.80 per day.....	\$16.00
Over 40 ft to 79 ft.....	\$0.80 per day.....	\$32.00
Over 79 ft to 125 ft.....	\$1.00 per day.....	\$80.00
Over 125 ft.....	\$1.25 per day.....	\$157.50

(H) HALF-MONTH MOORAGE RATE

Fishermen’s Terminal is authorized to charge a half-month moorage rate. The half-month moorage rate applies only to vessels that are in the Terminal from the first of the month to the fifteenth of the month or from the sixteenth of the month to the end of the month. The half-month rate will equal one-half of the applicable monthly moorage rate for the vessel. Monthly rates will not be prorated.

(I) MOORAGE CHARGES BASED ON SQUARE-FOOTAGE

Fishermen’s Terminal Management has the discretion to enter into monthly moorage agreements where the rate is calculated on a square-foot basis. The charge will be calculated by Management based on the expected vessel classification and size.

**ITEM 3230
STORAGE RATES**

(A) DRY LAND STORAGE FOR FISHING VESSELS (SEINE SKIFFS)

Dry land storage for active fishing vessels/seine skiffs shall be \$3.55 per foot per month or any portion thereof. Charges are based on overall length of vessel. Leasehold tax, if applicable, is in addition to named rates. Minimum charge shall be \$56.75.

Dry land storage for inactive fishing vessels/seine skiffs shall be \$6.23 per foot per month or any portion thereof. Charges are based on overall length of vessel. Leasehold tax, if applicable, is in addition to named rates. Minimum charge shall be \$99.64.

(B) DRY LAND STORAGE

Dry land storage shall be \$0.33 per square foot per month or any portion thereof. Minimum charge shall be \$53.82. Leasehold tax, if applicable, is in addition to named rates. If a forklift is used to place an item into or take an item out of storage, a fee will be charged (See items 1210 (D) and (E)). (See Item 3230 (E) for storage of nets on Port of Seattle pallets in fenced yards).

(C) DRY LAND STORAGE FOR POTS

Dry land storage for pots shall be \$.077 per pot per day for the first thirty (30) days, and \$0.14 per pot per day thereafter. Minimum charge shall be \$20.11 per month or any portion thereof.

(D) GEAR LOCKER RENTAL

Gear locker rental rates will be as follows:

\$0.50 per square foot for active **fishing and commercial/work boat vessel operators**.

\$0.55 per square foot for customers who are Fishermen’s Terminal upland tenants.

\$0.60 per square foot for the general public.

- (1) Gear locker rentals shall be, per month, per locker (minimum rental fee based on 200 square feet) on gear lockers (net sheds) N-3, N-4, N-5, N-6, N-7, N-8, N-9, N-10 and N-11 (located at Fishermen’s Terminal).

(E) NET STORAGE ON PORT OF SEATTLE PALLETS

Storage for nets on the net pallets provided by the Port of Seattle shall be \$52.79 per pallet per month or any portion thereof. Leasehold tax, if applicable, is in addition to named rates. If a forklift is used to place an item into or take an item out of storage, a fee will be charged (See items 1210 (D) and (E)). No forklift fee shall be charged for taking a Port of Seattle pallet out of storage.

(F) SHORT-TERM DESIGNATED LAND STORAGE

Management, from time to time, may authorize short-term storage of fishing gear in other areas of the Terminal not designated in this tariff. There shall be a charge of \$23.54 per day for such short-term designated land storage.

**ITEM 3235
EVENT RATES**

(A) EVENT RATES

Persons and/or organizations interested in reserving land areas for special events must submit a proposal to management at least ninety (90) days prior to the move-in date and receive management approval to receive square footage rates. Rates are as follows:

Land area \$0.06 per square foot per day
 A minimum charge of \$125.00 per day will be applied.

Management has the right to negotiate contracts and event rates different from the above if the type of usage or circumstances should warrant.

(B) NORDBY ROOM RENTAL

Whole Day Rental:

Room Rental - Public and General Business \$165.00 per day

Room Rental - Fishermen’s Terminal Tenant,
 Maritime, or Non-Profit Organization \$ 55.00 per day

Half Day Rental (4 hours or less):

Room Rental - Public and General Business \$99.00 per half day

Room Rental - Fishermen’s Terminal Tenant,
 Maritime, or Non-Profit Organization \$33.00 per half day

ITEM 3240
SEAFOOD SALES RATE

(A) SEAFOOD SALES BY COMMERCIAL FISHERMEN

The rate for selling seafood products off the boat by commercial fishermen shall be one-half (1/2) of the daily moorage rate (see ITEM 3220, MOORAGE RATES, (B) ACTIVE FISHING VESSELS BY DAILY MOORAGE AGREEMENT). This Seafood Sales Rate is in addition to the moorage rate.

NOTE: The Seafood Sales Rate applies to Fishermen's Terminal, Maritime Industrial Center, Bell Harbor Marina, and Shilshole Bay Marina (not effective at Harbor Island Marina).

End of Section

SECTION THREE, PART 3 – RULES AND REGULATIONS**Applying at Fishermen’s Terminal and Maritime Industrial Center Only.****ITEM 3300****RULES AND REGULATIONS****(A) PRIORITY OF MOORAGE ASSIGNMENT**

- (1) Fishermen’s Terminal is intended to serve primarily as a facility for the fishing industry. Priority for vessels mooring at Fishermen’s Terminal will be given to those vessels actively engaged in bona fide commercial fishing operations (See Item 3100 (A)). Second priority will be given to vessels actively engaged in commercial marine operations (See Item 3100 (B) and (C)), and vessels that were actively engaged in commercial fishing operations but which became inactive. Third priority will be given to vessels not actively engaged in commercial fishing or marine operations, including non-commercial vessels (See Item 3100 (D)).
- (2) The Port shall be the exclusive judge of whether a particular vessel is actively engaged in bona fide commercial operations.

Note 1: A vessel otherwise qualifying as active within the meaning of Item 3100 (A), but which is prohibited from engaging in commercial fishing operations by reason on government mandated closure of the fishery(ies) in which it would otherwise operate, shall be considered as actively engaged in bona fide commercial fishing operations.

Note 2: Vessels that were actively engaged in commercial fishing operations but become inactive will be charged the commercial moorage rate.

Note 3: Vessels that were actively engaged in commercial marine operations but become inactive will be charged the non-commercial moorage rate.

(B) LIMITATIONS ON USE OF TERMINAL

Vessels not engaged in commercial fishing or marine operations (including recreational vessels) shall not displace vessels engaged in commercial fishing or commercial marine operations. Non-commercial vessels will be placed on a slip-by-slip basis in vacant moorage areas, the number as deemed appropriate by Fishermen’s Terminal management and as determined by staff to be in a manner that fits into the best interests of the commercial fishing community.

(C) MOORAGE AT A WORKING TERMINAL

Owners and operators of non-commercial vessels will be informed that assigned moorage may be affected by the customary activities (e.g., noise, light, odors) at a working terminal. All reasonable steps shall be taken to maintain the industrial nature and function of Fishermen’s Terminal and to minimize the effects of vessels not engaged in commercial fishing or commercial marine operations on the industrial nature and function of Fishermen’s Terminal.

(D) PRIORITY OF TERMINATION

In the event a moorage waiting list for active commercial fishing vessels is created by, moorage agreements will be immediately terminated in the following order:

- (1) Non-commercial vessels
- (2) Vessels that were actively engaged in commercial marine operations but have become inactive.
- (3) Inactive commercial fishing vessels

(E) VESSEL REGISTRATION AND PROCEDURES

All vessels must be registered by owners or operators immediately upon arrival at the Terminal office. Vessels will be subject to the moorage changes named in Item 3220.

(F) VESSEL REPAIRS

- (1) Repair – Work performed on vessels berthed at the Terminal must be accomplished in a manner, which avoids interference with other pier users and does not constitute any hazard to persons or property.
- (2) Permit – Prior to beginning repair work, a permit must be obtained from Management. The permit is subject to all rules Management deems necessary.
- (3) Responsibility – It is the responsibility of the boat owner to notify Management when the work has been completed.

(G) REMOVAL OF VESSELS

Once a vessel is determined to be in violation of this tariff, the Port is authorized to pursue any available legal recourse to remove the vessel from Fishermen's Terminal (see Item 1300 (E) and (F)).

(H) DECLARATION OF SECURITY

In compliance with 33CFR105 (Code of Federal Regulations), all passenger vessels certified to carry 150 passengers or more must have a Declaration of Security registered with the marina/terminal office of calling prior to arrival. Under no circumstances will such vessels be allowed to enter the marina/terminal without a valid Declaration of Security prior to arrival.

(I) TRIBAL MOORAGE

Fishermen's Terminal Management reserves the right to honor agreements entered into by the CEO and tribal partners.

(J) FISHING

No fishing is allowed on the docks, piers or property at Fishermen's Terminal. This includes prohibiting the placement of pots or nets in the water on terminal property.

(K) PRIORITY OF NET LOCKER ASSIGNMENT

Fishermen's Terminal is intended to serve primarily as a facility for the fishing industry. Priority for locker lease at Fishermen's Terminal will be assigned as follows:

1. Customers actively engaged in bona fide commercial fishing operations (See Item 3100 (A))
2. Customers actively engaged in commercial marine operations (See Item 3100 (B) and (C))
3. Customers who are upland tenants of Fishermen's Terminal
4. Currently inactive commercial fishing customers
5. Other monthly moorage customers
6. The general public

The Port shall be the exclusive judge of whether a particular customer is actively engaged in bona fide commercial operations.

(L) LIMITATIONS ON USE OF NET LOCKERS

Customers not engaged in commercial fishing or marine operations shall not displace customers engaged in commercial fishing or commercial marine operations.

(M) NET LOCKERS AT A WORKING TERMINAL

Customers will be informed that net lockers may be affected by the customary activities (e.g., noise, light, odors) at a working terminal. All reasonable steps shall be taken to maintain the industrial nature and function of Fishermen's Terminal and to minimize the effects of customers not engaged in commercial fishing or commercial marine operations of the industrial nature and function of Fishermen's Terminal.

(N) PRIORITY OF TERMINATION

In the event a net locker waiting list is created for active commercial fishing customers, existing locker agreements will be terminated in the following order:

1. The general public
2. Other monthly moorage customers
3. Currently inactive commercial fishing customers

(O) PERMITTED LOCKER USE

See "Net Locker Best Management Practices".

End of Section

SECTION FOUR, PART 1 – DEFINITIONS
Applying at Harbor Island Marina Only.

ITEM 4100
DEFINITIONS

(A) COMMERCIAL VESSEL

Commercial vessels are defined as tugs, barges, tour-boats, etc., engaged in business for hire.

(B) LIVEBOARD

The Port defines a liveboard as any person who sleeps aboard a vessel more than fifteen (15) days in any month while the vessel is moored at the Marina.

(C) ELOV (EXTREME LENGTH OF VESSEL)

The extreme length of vessel (ELOV) includes all bow sprits, swim steps, anchors, dinghy davits, or any other objects attached to or otherwise adding length to the vessel.

End of Section

SECTION FOUR, PART 2 – DEPOSITS, FEES AND RATES

Applying at Harbor Island Marina Only.

ITEM 4200
LIVEABOARD FEES

(A) LIVEABOARD FEE

A monthly fee of \$65.00 per berth/vessel, including leasehold tax, is required in order to maintain authorization to liveaboard. The fee will increase \$5.00 annually for five (5) years, beginning September 1, 2012 and ending September 1, 2017, after which the fee may be reassessed in conjunction with other Port of Seattle liveaboard facilities.

ITEM 4210
MOORAGE RATES

(A) MONTHLY MOORAGE-COMMERCIAL

Rate per lineal foot or fraction thereof of overall vessel's length and/or berth length, whichever is greater, is \$10.26. Subject to Note 1.

(B) MONTHLY MOORAGE –NON-COMMERCIAL

Rate per lineal foot or fraction thereof of overall vessel length and/or berth length whichever is greater. Subject to Note 1.

Berth Size	Rate per Vessel/Berth/Foot per Month
Up to 32 ft.....	\$8.65
33 ft to 40 ft.....	\$8.83
41 ft and above.....	\$8.99

(C) WAIT LIST FEE

The moorage wait list fee for Harbor Island Maria is \$25.00 and is non-refundable.

Note 1: Washington State Leasehold Tax of 12.84% will be applied to monthly moorages.

(D) INCIDENTAL CHARTER VESSEL & GUEST MOORAGE RATES PER FOOT (ELOV)

Charter and guest moorage is not offered on an ongoing basis at Harbor Island Marina; incidental charter and guest moorage by availability only.

	Peak Season Rate Per Foot Per Day	Off-peak Season Rate Per Foot Per Day	Peak Season Minimum Charge	Off-peak Season Minimum Charge
Recreational Vessels (<50ft)	\$1.25	\$0.85	\$20.00	\$15.00
Over 50 Feet	\$1.50	\$1.00	None	None
Over 100 ft	\$2.00	\$2.00	None	None
Charter and Excursion	\$1.30	\$1.30	\$24.00	\$26.00
Hourly (0-6)	\$0.25	\$0.25	None	None

End of Section

SECTION FOUR, PART 3 – RULES AND REGULATIONS**Applying at Harbor Island Marina Only.****ITEM 4300****RULES AND REGULATIONS**

The Port of Seattle may, upon written notice to the owner, terminate moorage of vessels within ten (10) days after notice in person or by registered mail to the last known addresses of the owner and by the posting of a copy of such notice on the vessel. If the owner fails to remove the vessel, the Port of Seattle may move the vessel to another location with all expenses and risk of loss and damage for account of the owner – and/or exercise any and all Port rights against the vessels and their owners, including, without limitation, the right of vessel sale, under applicable Federal and State law.

Any vessel which, in the opinion of the Port or Manager, is in danger of sinking or is a hazard to other vessels or the premises may be removed forthwith with all expense and risk of loss or damage for the account of vessel's owner; or, should the Port be obliged to render salvage services to any vessel, the costs thereof shall be for account of the owner.

The Port of Seattle shall be entitled to recover costs and expenses, including reasonable attorney's fees and court costs incurred in termination, removal, or salvage as covered in this item.

To the extent not inconsistent with the provisions of this item, all rules and regulations published in Items 1100(B), 1100(F), 1100(G), 1300(A), 1300(D), 1300(F) and 5300 of this tariff are applicable. The Chief Executive Officer or his designee may at their option condition continued moorage of a vessel at a Port operated small boat marina on all owners of the vessel signing a moorage agreement on the terms set forth in Items 1100(F) and 5300.

ITEM 4310**DECLARATION OF SECURITY**

In compliance with 33CFR105 (Code of Federal Regulations), all passenger vessels certificated to carry 150 passengers or more must have a Declaration of Security registered with the marina/terminal office of calling prior to arrival. Under no circumstances will such vessels be allowed to enter the marina/terminal without a valid Declaration of Security prior to arrival.

End of Section

SECTION FIVE, PART 1 – DEFINITIONS
Applying at Shilshole Bay Marina Only.

ITEM 5100
DEFINITIONS

(A) MANEUVERING

- (1) Maneuvering under sail within the confines of the Shilshole Bay Marina is prohibited. However, a vessel may maneuver under sail where that is the vessel's sole means of propulsion.
- (2) The movement of boats within the moorage area (between piers) must be for the purpose of mooring, entering or leaving a slip only. Random cruising by any vessel is not permitted.
- (3) Boats, vehicles, property, gear, or equipment must be parked, stored, moored or maneuvered in a safe and orderly manner.
- (4) The boat harbor speed limit is four (4) knots and no wake.
- (5) Human powered crafts may only use the waters inside the breakwater to enter and exit the Marina. Using the waters within the breakwater for random cruising or training is not permitted without the express written permission of the Marina Management.

(B) LIVEBOARD

The Port defines a liveboard as any person who sleeps aboard a vessel more than fifteen (15) days in any month while the vessel is moored at the Marina.

(C) ELOV (EXTREME LENGTH OF VESSEL)

The extreme length of vessel (ELOV) includes all bow sprits, swim steps, anchors, dinghy davits, or any other objects attached to or otherwise adding length to the vessel.

(D) COMMERCIAL VESSEL

A commercial vessel is defined to include, but not limited to, any vessel which is used or retained primarily for commercial purposes, operated by a person who has been or will be using it to engage in commercial activity during the current course of travel or passage, held for charter, used for the transport of freight or non-recreational fish catches, used primarily for research or development of underwater resources, or used for the transport of passengers for profit, charter or fee.

(E) RECREATIONAL VESSEL

A recreational vessel is defined as any vessel that is used solely for the purpose of enjoyment, sport, leisure or pleasure. Any vessel that is otherwise defined as a commercial vessel may be considered a recreational vessel when used by the owner or operator during a period of time where the use is solely for the owner or operator's personal enjoyment, sport, leisure, or pleasure and not combined with any commercial use as defined above.

(F) CHARTER VESSELS

Charter and excursion vessels are commercial vessels further defined as any vessels used for the transport of passengers for hire, whether for profit or non-profit.

(G) ACTIVE TRIBAL FISHING VESSELS

Fishing vessels belonging to members of the Muckleshoot and Suquamish Tribes, including the Tribes' fisheries enforcement vessels, seeking moorage at Shilshole Bay Marina during the Area 10A fishing season only, as defined by the fishing regulations of each tribe.

(H) INACTIVE TRIBAL FISHING VESSELS

Tribal fishing vessels that cannot meet the active fishing vessel requirements.

(I) VIOLATION VESSEL

A vessel entering or remaining at Shilshole Bay Marina without authorization, or remaining at Shilshole Bay Marina after the moorage period has expired.

End of Section

SECTION FIVE, PART 2 – DEPOSITS, FEES AND RATES

Applying at Shilshole Bay Marina Only.

ITEM 5210

FEES

(A) BOAT PUMPING FEE

With Operator..... \$50.00 per hour with a minimum fee of one (1) hour.

(B) ELECTRIC FEES

Service at 120 volts, single 3 wire, 30 or 50-ampere capacity, may be made available to any vessel at most berths (with the exception of I-dock) for a service charge of \$100.00 paid in advance and non-refundable. The power may be modified or upgraded to fit the needs of the vessel. There will be no charges assessed for customers who are newly moving into a slip that has a modified electrical configuration and wish it to be reverted to the standard configuration for that particular slip.

(C) GUEST MOORAGE SERVICE FEE

Vessels requesting electricity for guest moorage will be charged a service fee.

Power	Fee
30 AMP.....	\$3.00 per day
50 AMP.....	\$5.00 per day
100 AMP.....	\$10.00 per day

(D) HOIST FEE

Hoist usage is \$33.00 per hour with one-half (1/2) hour minimum of \$16.50.

Hoists are not intended for use by those boats requiring overhaul, repair, boat painting, etc.

Customers will be required to sign a “Hold Harmless Agreement.”

A daily fee of \$33.00 may be given to fish buyers utilizing hoists during the season when the State of Washington has authorized openings for commercial fishing. In addition, wharfage charges and daily fees will be assessed in accordance with current wharfage rates in Port of Seattle Terminals Tariff No. 5.

(E) RESERVATION FEE

- (1) Individual
Individual guest moorage reservations require a deposit equal to the moorage fees for the entire length of stay. This deposit is fully refundable up to 24 hours in advance of the check-in time.
- (2) Group
Group moorage reservations require the fleet captain or group’s organizer to make a deposit equal to the moorage fees for their boat for the groups’ length of stay at the time the group reservation is made. This deposit is fully refundable up to 24 hours in advance of the check-in time.

Full payment for group reservation participants is required two weeks prior to the arrival date and is fully refundable up to 24 hours in advance of the check-in time.

(3) Charter Vessels

Charter vessel reservations require a deposit equal to the charter moorage fees due. This deposit is fully refundable up to 24 hours in advance of the check-in time.

Note: In cases of inclement weather or medical emergencies, reservation deposits may be refundable up to the reservation check-in time with management approval.

(F) UNREGISTERED SUBLEASE FEE

A sublease fee of \$50.00 will be assessed for any unregistered subleases.

(G) KEY/FOB FEE

A fee of \$10.00 will be assessed for extra or replacement key/fobs or bike locker keys. An annual fee of \$20.00 will be charged for each key/fob issued under an Application for Marine Business Access.

(H) WAIT LIST FEE

The moorage waitlist fee is \$50.00 and is non-refundable. For promotional and marketing purposes, a promotional discount may be issued for a reduced waitlist fee for a specified period of time.

(I) CHANGE REQUEST FEE

A first time fee of \$10.00 will be charged to a moorage customer requesting to move into a different moorage slip. Each subsequent change request by the same customer to move to a different moorage slip will be \$35.00.

(J) LIVEBOARD FEE

A monthly fee of \$65.00 per berth/vessel, including leasehold tax, is required in order to maintain authorization to liveaboard. The fee will increase \$5.00 annually beginning September 1, 2013 and ending September 1, 2016, after which the fee may be reassessed.

September 01, 2012	thru	August 31, 2013	\$65.00
September 01, 2013	thru	August 31, 2014	\$70.00
September 01, 2014	thru	August 31, 2015	\$75.00
September 01, 2015	thru	August 31, 2016	\$80.00
September 01, 2016	thru	August 31, 2017	\$85.00

(K) PARKING PERMIT FEE

A fee of \$65.76 will be charged for one additional or to replace a current-year parking permit at Shilshole Bay Marina. This fee can be prorated for a partial year at \$5.48 per month. This fee is subject to sales tax.

(L) DINGHY RACK FEE

A monthly fee of \$5.00 per berth, plus leasehold tax will be charged for the installation and use of a dinghy rack for storage of a dinghy and/or a bicycle.

(M) CLEAT INSTALLATION FEE

A fee of \$50.00, paid in advance and non-refundable, will be charged for installation of cleats. The cleat installation fee is not subject to sales tax.

Note: The State leasehold tax of 12.84% will be applied in addition to these moorage and storage rates where appropriate.

**ITEM 5220
MOORAGE RATES**

(A) DAILY GUEST MOORAGE RATE PER FOOT OF EXTREME LENGTH OF VESSEL (ELOV)

	Peak Season Rate Per Foot Per Day	Off-peak Season Rate Per Foot Per Day	Peak Season Minimum Charge	Off-peak Season Minimum Charge
Recreational Vessels (<50ft)	\$1.25	\$0.85	\$20.00	\$15.00
Over 50 Feet	\$1.50	\$1.00	None	None
Over 100 ft	\$2.00	\$2.00	None	None
Charter and Excursion 99 feet and under	\$1.50	\$1.50	\$26.00	\$26.00
Charter and Excursion over 100 feet	\$2.00	\$2.00	\$200.00	\$200.00
Hourly (0-6)	\$0.25	\$0.25	None	None

Subject to Notes 2, 3, and 4.

(B) EVENT RATES

Persons and/or organizations interested in reserving large areas of guest moorage for special events must submit a proposal to management at least ninety (90) days prior to the move-in date and receive management approval to receive square footage rates. Monthly moorage, guest moorage and lease tenants are not charged event rates for the Central Plaza, Garden Area or North Parking Lot, if under 50 people. Rates are as follows:

Water area	\$0.0342 per square foot per day This rate cannot supersede or be used in lieu of moorage rates.
Land area	\$0.0388 per square foot per day A minimum charge of \$125.00 per day will be applied to Land area use Or a minimum of the square foot rate, whichever is greater.
Central Plaza	\$125.00 per day
Garden Area	\$125.00 for every two hours Minimum fee is \$125.00

North Parking Lot \$125.00 per day
 Minimum fee is \$125.00

Management has the right to negotiate contracts and event rates different from the above if the type of usage or circumstances should warrant.

(C) MONTHLY MOORAGE AGREEMENT –COMMERCIAL

(D) MONTHLY MOORAGE AGREEMENT – NON-COMMERCIAL

Rate per berth foot per month assigned, Subject to Note 1.

Slip Sizes:	Monthly Per Foot Rate
18 to 26 feet.	\$9.26
30 ft.	\$9.35
34 ft.	\$10.09
36 ft.	\$10.18
38 ft.	\$10.22
40 ft.	\$10.41
42 ft.	\$10.54
46ft.	\$11.04
50ft.	\$11.58
60 to 69 ft.	\$12.31
70 to 110 ft.	\$13.06
111 ft and over	\$15.23

(E) WATER AREA FOR FLOATS OWNED BY TENANT

\$0.158 per square foot of water space per month.

ITEM 5230
DRY MOORAGE RATES

(A) DRY MOORAGE

	Rate per Foot	Minimum Charge per Month
Month-to-month Lease.....	\$6.98	\$104.70
<i>Subject to Note 1: Leasehold tax is in addition to named rates.</i>		
<i>Rate per Extreme Length of Vessel (ELOV)</i>		
<i>Subject to Note 5: Shilshole Bay Marina Management may adjust the minimum charge per month to make the best use of available space.</i>		

(B) KAYAK MONTHLY STORAGE

	Minimum Charge per Month
	\$35.45
<i>Subject to Note 1: Leasehold tax is in addition to named rates.</i>	

(C) SEASONAL BOAT STORAGE

	Rate per Foot	Minimum Charge per Month
Month-to-month lease.....	\$4.50	\$81.00
<i>Season from October 1 to June 30.</i>		
<i>Subject to Note 1: Leasehold tax is in addition to named rates.</i>		
<i>Extreme Length of Vessel (ELOV).</i>		

In addition, there will be a service charge of \$25.00 that will be applied each time a customer wants to move a boat in/out of the storage yard.

Note: Shilshole Bay Marina Management establishes and adjusts seasons based on occupancy levels and/or demand to maximize utilization.

Note 1: The State leasehold tax of 12.84% will be applied in addition to these moorage and storage rates where appropriate.

Note 2: See Item 5210(C) for conditions and limitations. Rate may be adjusted by the manager to control and make the best use of the space.

Note 3: Any boat with a beam exceeding three-eighths (3/8) its overall length will be charged double the daily rate, when moored between finger floats.

Note 4: When adjustment is made to rate, Item 5220(B) "Event Rates" is to be adjusted in the same proportion.

Note 5: Shilshole Bay Marina Management may adjust the minimum charge per month in dry moorage to make the best use of available space.

End of Section

SECTION FIVE, PART 3 – RULES AND REGULATIONS**Applying at Shilshole Bay Marina Only.****ITEM 5300****RULES AND REGULATIONS****(A) COMMERCIAL FISHING VESSEL MOORAGE****(1) Conditions**

Moorage for commercial fishing vessels as provided for in this item applies only when such vessels are moored in areas and locations designated for such use by signs labeled “Commercial Vessels”. For moorage in other areas, See Item 5220.

(2) Moorage

Per Vessel: During season when the State of Washington has authorized Area 10 open for commercial fishing, or as posted at Shilshole Bay Marina, vessel will be subject to daily fishing rate in accordance with Item 3220(B). Total moorage charges during any calendar month, however, shall not exceed the applicable monthly rate for fishing vessels as provided for in Item 3220(A). To be entitled to this rate, FISH TICKETS MUST BE PRESENTED AS PROOF OF FISHING TIME, and vessel must actually be engaged in commercial fishing at least fifty percent (50%) of the days fishing is so authorized by the State.

Monthly: See Item 5220(C).

Exempt: According to a 1994 agreement signed by the Muckleshoot and Suquamish Tribes and the Port of Seattle, Muckleshoot and Suquamish tribal fishing vessels will be exempt from moorage fees at Shilshole Bay Marina during the fishing season only, as defined by the annual fishing regulations of each tribe. All past due amounts owing for moorage by any tribal member must be paid in full; the Port may bar use of Shilshole Bay Marina until such time as past due amounts owing are fully paid.

(3) Registration and Procedures**(a) Charges Due Upon Arrival**

All moorage charges must be paid upon arrival of the vessel to the Marina.

(b) Registration

Vessels will be subject to the charges outlined in Item 5300(A) during commercial fishing season and Item 5220(A) at other times.

(c) Use Denied

Vessel owners and operators are cautioned that the Port reserves the right to deny use of the Port facilities for moorage or other purposes to those persons who fail to comply with Marina regulations and procedures, or who fail to pay charges and fees promptly when due. To enforce this right, the Port may impound the vessel by chaining it to the pier until compliance by payment of charges in full.

(d) Use Deemed Acceptance

Use of Marina facilities by a vessel owner or operator is evidence of his consent and agreement to these enforcement procedures.

(B) GUEST REGISTRATION

(1) Reservations

(a) Individual

Individual reservations shall be taken for boaters who wish to reserve a slip for an overnight stay or longer. Shilshole Bay Marina Management reserves the right to change berth assignments as needed to allow for the best use of the facility and comfort of the customers. A reservation does not necessarily guarantee in and out privileges and all vessels, reserved or not, are subject to rafting during peak occupancy levels.

(b) Group

Group reservations shall be taken for organized groups of 8 or more vessels. Exceptions may be made during the Off-Peak Season subject to availability and occupancy. Group reservations must be made at least 14 days in advance.

Note: All reservation deposits are non-refundable.

(2) Charter Vessel Registration and Procedures

Reservations taken for all charter vessels and shall be subject to the moorage charges named in Item 5220(A). Charter vessels shall moor in assigned areas only.

(3) Registration

All guest boats must register and pre-pay for moorage fees immediately upon arrival at the Marina office or after office hours at the self-registration station located in the Marina Building.

(4) Restricted Use

Guest or transient moorage space will not be used for sale or brokerage of boats or for other business purposes without specific approval of the manager. Boats displaying signs or other indications that boat is "for sale" or engaged in the solicitation of business or advertised as such in other communication channels will be charged two (2) times the daily moorage rate specified in this tariff.

(5) Time Limit

A time limit for moorage at the guest dock may be established by Management to meet operational needs. A vessel which remains after the established time limit will be subject to impound and associated fees. Vessels staying longer than thirty (30) consecutive days will be subject to leasehold tax for all moorage fees paid and unpaid.

(6) Unregistered Boats

A vessel which remains at the Marina guest dock and is unregistered for a period longer than one (1) day may be impounded pending settlement of all charges. A vessel which moors at Shilshole Bay Marina, the owner of which is indebted to the Port for previous moorage, may be impounded immediately.

(C) LIVEBOARD AUTHORIZATION

Conditions – Monthly moorage customers, including subleases, must obtain permission to live aboard from the Marina, sign an Authorization to Liveaboard Agreement, pay the monthly fee, and advise the Marina staff of changes in their liveaboard status at least thirty (30) days prior to the last day of the month.

(D) DECLARATION OF SECURITY

In compliance with 33CFR105 (Code of Federal Regulations), all passenger vessels certified to carry 150 passengers or more must have a Declaration of Security registered with the marina/terminal office of calling prior to arrival. Under no circumstances will such vessels be allowed to enter the marina/terminal without a valid Declaration of Security prior to arrival.

(E) ELECTRONIC ACCESS TO MARINA DOCKS AND FACILITIES TO CONDUCT BUSINESS

A business may apply for marina business access (Application for Marina Business Access) for the purpose of doing contracted work on Shilshole Bay Marina customers' boats and/or equipment. The annual fee per electronic key fob is \$20.00. Business must show proof of commercial general liability insurance in the amount of \$1,000,000 (one million) dollars. The Port of Seattle is to be named as an additional insured on the insurance policy.

(F) SUBLEASE

Moorage customers are allowed to sublease their moorage slips and are required to report to the Marina Office all subleases regardless of duration. There is no fee associated with subleasing. For subleases less than one week, no written agreement is needed. For all subleases longer than one week an agreement must be completed. Moorage customers may sublease their slip for up to 12 consecutive months, at which point they must take the slip back for at least five (5) months before subleasing again. However, subleases may be extended upon management's review and approval. A \$50.00 fine will be assessed for unregistered subleases.

End of Moorage Tariff