



MOORAGE TARIFF #6 – PORT OF SEATTLE BELL HARBOR MARINA

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 TO BELL HARBOR MARINA

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QUICK-REFERENCE RATE TABLE*

~ LEASEHOLD TAX IS IN ADDITION TO NAMED RATES ~

Short Stay

All Vessel Lengths	
<i>Up to 6 Hours – No Weekends. As available per volume only on weekdays during off-peak season</i>	\$1.12 per foot

Guest Moorage	0 - 49 ft.		50 - 99 ft.		>100 ft.	
	Regular Rate	Reservation Rate	Regular Rate	Reservation Rate	Regular Rate	Reservation Rate
Peak Season	\$1.96	\$1.69	\$2.25	\$1.96	\$2.81	\$2.53
Off Peak Season	\$1.69	\$1.41	\$1.69	\$1.41	\$2.81	\$2.53
All Weekends <i>(Fri, Sat, & Sun)</i>	\$2.08	\$1.80	\$2.53	\$2.25	\$2.81	\$2.43
Holiday Rates	\$2.81	\$2.53	\$2.81	\$2.53	\$2.81	\$2.53
Kayak – Per Day	\$22.47					

Recreational Monthly Moorage

Berth Sizes	Rate/Vessel Ft (ELOV) Per Month
Up to 30 ft.	\$14.29
31 ft. to 40 ft.	\$15.34
41 ft. to 50 ft.	\$17.38
51 ft. to 64 ft.	\$18.25
65 ft. and over	\$18.90

Commercial Monthly Moorage

Berth Sizes	Rate/Vessel Ft. (ELOV) Per Month
Up to 30 ft.	\$16.62
31 ft. to 40 ft.	\$18.08
41 ft. to 50 ft.	\$19.11
51 ft. to 64 ft.	\$20.02
65 ft. to 69 ft.	\$21.12
70 ft. and over	\$21.62

*For complete rate details, please see [ITEM 3100 - RATES](#)

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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
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

SECTION ONE - DEFINITIONS

ITEM 1100

DEFINITIONS

A. 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.

B. COMMERCIAL VESSELS

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.

C. DAILY, TRANSIENT VESSEL OR GUEST VESSEL

Any vessel using a Port moorage facility without a moorage agreement is considered a daily, transient, or guest vessel. Transient vessels or guest vessels include but are not limited to: vessels seeking a harbor of refuge, and day or overnight use of a moorage facility on a space as available basis.

D. DELINQUENT ACCOUNT

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

E. EXECUTIVE DIRECTOR

The term "Executive Director" shall mean the Executive Director of the Port of Seattle and his/her agents.

F. EXTREME LENGTH OF VESSEL (ELOV)

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.

G. 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.

H. MANAGEMENT

The term "Management" shall be synonymous with Managing Director, Maritime, or his/her designees.

I. 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.

J. MOORAGE

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.

K. NON COMPLIANCE

Non-compliance is a failure or refusal to comply with a law, tariff, regulation, or term of a contract.

L. PAST DUE

Invoices are due on the first day of each month. Invoices or statements issued for any charge or charges prescribed by this tariff remaining unpaid on the tenth day of the month are past due.

M. 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 31st

N. PEAK WEEKENDS

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

O. PORT CHARGES

Charges for moorage and storage, and all other charges owing or to become owing under an agreement 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.

P. PORT PREMISES

Port premises consist of any area, either land or over water, air space above, and all buildings that are under the jurisdiction of the Port of Seattle; including Port Harbors, Ports, Port Facilities, Boat Harbors, Terminals, and etc.

Q. RECREATIONAL VESSELS

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.

R. SEAWORTHINESS

Vessels moored in a Port harbor must, at all times, be completely seaworthy; meaning that it is operable and ready for immediate cruising in local waters. Vessels must be able to safely maneuver under their own power, using a propulsion system that is consistent with the vessel's original design plans, from its slip to another port of call and back to its slip. In cases where a vessel does not appear to have left its mooring for a long period of time and the question of operability arises, Marina Management may require a demonstration of the vessel's operability. Affixing tow ropes, outboard engines or other power workarounds does not satisfy the propulsion requirement and may result in a notice of termination.

S. SMALL CRAFT

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

T. SUBLEASE

A lease by a tenant or lessee of part or all of leased premises to another person but with the original tenant retaining some right, responsibility, or interest under the original lease.

U. SUBLESSEE

A lessor under a sublease.

V. SUBLESSOR

One that grants a sublease.

W. TERMS OF PAYMENT

Moorage charges and gear locker rentals 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.

X. VESSEL AS HAZARD OR IN DANGER OF SINKING

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 a 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 have rendered by the Port.

Y. 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.

END OF SECTION

SECTION TWO – RULES AND REGULATIONS

ITEM 2100

RULES AND REGULATIONS

Anyone visiting or using Port premises, or its facilities does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property or persons within Port premises.

A. BELL HARBOR MARINA

1. Moorage assignments and payment of moorage charges shall be administered at the Marina office, in accordance with current Port tariff.
2. Any vessel, vehicle, property, gear, or equipment will be parked, stored, moored or maneuvered in a safe and orderly manner.
3. The Executive Director may establish such reasonable traffic and parking regulations as may be required for orderly handling of motor vehicles on Port premises. A vehicle parked in violation of any such sign or regulations may be towed and impounded in accordance with individual marina parking guidelines at owner's expense.
4. The vehicle parking areas are to be used only for vehicular parking in connection with the use of Port premises. 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. Vessel owners/operators will not maintain anything that may be dangerous to life or limb or permit any objectionable noise or odor on any vessel, Port premises, or premises adjacent thereto, and will not create a nuisance or disturb any other vessel owner, guest or lessee of the Port.
6. All vessels or vehicles using facilities or space within Port premises will be subject to all of the charges, rules, and conditions as prescribed by Port tariff. The Executive Director may deny the use of any of the facilities or Port premises 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.
7. All Washington State vessels must have and maintain a current Washington State Vessel Registration that shall be posted on their vessel in clear view. Documented vessels are not required to post their registrations; however, they must supply proof of current vessel registration when requested. Failure to post or provide current Washington State vessel registration may result in termination of moorage.

Moorage customers shall provide up to date proof of vessel insurance and a current Washington State vessel registration, which is required by state law [RCW 88.26.030](#), upon slip assignment and/or as requested by the Port. Non-residents of the state may present the following as a substitute for Washington State vessel registration: Proof of non-residence (vessel may only stay 60 days), a one-year use permit for vessels 30' or longer obtained under [RCW 82.08.700](#) or [82.12.700](#), a nonresident vessel permit under [RCW 88.02.620](#) where use in this state does not exceed 6 months in any continuous 12 month period. Foreign vessels

may present a US Customs service cruising license or permits issued by the State of Washington allowing an extended stay.

8. All vessels entering Port premises must have a valid identification permanently affixed to the hull and clearly visible from the outside. Coast Guard registered vessels must have the name of the vessel on the hull. Failure to have either may be cause for refusal or termination of moorage.
9. Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Engaging in the illegal use of or being instrumental in the exchange of illegal substances on Port premises is expressly forbidden.
10. It is against the law to discharge hazardous substances, oil, cleaning products, 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, cleaning products, fuel, debris, or other material, liquid or solid, shall be deposited in the water or on land areas of Port premises, 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. For more information on environmental regulations, see Best Management Practices (BMPs).
11. All vessel owners, operators, crew or guests using Port premises or its facilities for moorage or otherwise shall keep his/her vessel, gear locker, boathouse, net areas, and the pier or finger in the vicinity of his/her vessel neat, clean, orderly, and shipshape.
12. Anyone present on or in Port premises and/or using Port premises or equipment shall comply with any verbal or written signs or communicative, including administrative and operational policies and procedures, issued or posted by the Executive Director or Port Staff.
13. 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.
14. Fire hoses and other fire-fighting equipment are to be used only for the fighting of fires.
15. Vessels which, in the opinion of the Executive Director, do not meet normal safety standards or because of their size or construction are hazardous to Port premises or other vessels or facilities will be denied permission to remain on Port premises.
16. Vessels moored in a Port harbor must, at all times, be completely seaworthy, meaning that it is operable and ready for immediate cruising in local waters. Vessels must be able to safely maneuver under their own power, using a propulsion system that is consistent with the vessel's original design plans, from its slip to another port of call and back to its slip. In cases where a vessel does not appear to have left its mooring for a long period of time and the question of operability arises, Marina Management may require a demonstration of the vessel's operability. Affixing tow ropes, outboard engines or other power workarounds does not satisfy the propulsion requirement and may result in a notice of termination.
17. Vessels, which in the opinion of the Executive Director, have been altered so that they fail to conform with the manufacturer's vessel design, are not allowed at Port Marinas. Floating Homes, House Barges and vessels that have been modified to serve primarily as a residence and not a navigable vessel are prohibited at Port Marinas.

18. Permitted Watercraft are boats/vessels designed for navigation on open waters, capable of being used as a means of transportation and used for recreational or commercial boating. Permitted vessels/boats are of a class or a type designated by convention as a self-propelled boat/vessel, an auxiliary boat/vessel, or a sailboat/powerboat.
19. To avoid injury or damage to persons, property or the environment, vessels moored at Bell Harbor Marina must be properly maintained in a safe and hazard free condition. A vessel owner who denies permission when requested for an on-board inspection by Port Management, and/or city , county, state or federal representatives, for purposes of determining or verifying the condition of a vessel shall be deemed in non-compliance with Port of Seattle regulations.

The foregoing notwithstanding, the Port is under no obligation to undertake the inspection of any vessel, and by undertaking such an inspection; the Port assumes no responsibility for the vessel's condition or safekeeping.

20. Those utilizing Port premises shall obey all Port, Municipal, County, State, and Federal regulations and laws, and generally accepted safety standards and requirements to ensure that his/her actions or vessel do not become a hazard to himself/herself or other vessels, or persons, in Port premises.
21. Discharging any material from vessels in a manner inconsistent with federal law is prohibited while in Port premises. This prohibition includes discharge of sewage from toilet facilities. See Environmental Protection Agency regulations implementing the Clean Water Act, section 312 (standards for marine sanitation devices [MSDs]): [40 C.F.R. 140 et seq](#), [USC Title 33 Chapter I Subchapter O Part 159](#), [Revised Code of Washington \(RCW\) 90.48.080](#), [Washington Administrative Code \(WAC\) 173-201A](#), and Coast Guard regulations implementing CWA section 312, [33 C.F.R. 159, Subparts A-D](#).
22. The owner, operator, or person in charge of the vessel at the time of illegal discharge can be fined 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.
23. Vessels may be moved by the Executive Director 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 Executive Director.
25. Pets (dogs and cats) must be kept on a leash and controlled at all times in areas owned by the Port. Owners will be responsible for proper clean-up and disposal of animal waste in a proper container; waste shall not be put into the water. Pet owners will ensure their pets are not disruptive. Non-compliance may lead to termination of moorage.
26. Swimming, water-skiing, jet-skiing, scuba-diving or use of any unorthodox-type of vessel, raft or other contraption is not permitted in any Port premises.
27. Storage of rowboats, skiffs, dinghies, rafts, nets, reels, and other items of equipment will be designated by the Executive Director. 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 removed as a nuisance at the owner's expense.

28. Keeping children safe is a priority at Bell Harbor Marina. Children under twelve (12) years of age are not permitted on the docks at any time without a parent or other responsible adult. Life jackets are recommended for children on the docks as well as all non-swimmers. Bell Harbor Marina is part of the Boat US Foundation Life Jacket Loaner for Kids program. Moorage customers and marina visitors may check out a free child life jacket for a day at the Marina Office. Valid photo ID is required.
29. The movement of vessels 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. All Port of Seattle moorage facilities are no-wake zones.
30. Vessels, when unattended, must be securely moored with bow, stern, and spring lines of an adequate size and number to keep the vessel secure.
31. Posting of signs for the sale or charter of vessels while moored in Port premises shall be subject to the approval of the Executive Director.
32. Vessel gear and dock carts shall be returned to the top of the corresponding ramp or dock immediately after use.
33. Unattended vessels will not remain moored at any fuel float.
34. No commercial use of facilities at Port premises will be allowed unless a Port of Seattle permit or license has been granted by the Executive Director. The requirements and conditions for such permits and licenses shall be outlined in separate instructions as issued by the Executive Director.
35. The Port reserves the right to inspect any of its property, such as dock boxes, bike lockers, finger piers, slips, and any other Port premises, at any time. Failure to inspect shall not be deemed to create any responsibility and/or liability upon the Port.
36. No major repair work or outfitting, spray-painting, sandblasting, sanding, welding or burning on vessels will be performed in the marina. Painting, scraping, and refinishing of vessels when in the water is limited to minor touch ups that include a small area on the superstructure, deck and hull above the waterline. All minor painting, scraping and refinishing must be contained, and all debris collected. Please note that state law prohibits hull cleaning of vessels treated with sloughing and ablative anti-fouling paints and time based compounds. Extensive repair work and bottom cleaning should occur in a permitted, commercial boatyard.
37. 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.
38. 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:
 - a. Hull length greater than 16 feet.
 - b. 10-horsepower motor or larger.
 - c. Launched or retrieved by operation of a Port of Seattle hoist.

Vessels exempt from this policy include:

- a. Human-powered vessels of any size.
- b. 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.

39. 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. Vessel dealers and brokers, sailing clubs, and events held on Port premises 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.
40. 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.

B. ENFORCEMENT

The Executive Director may request persons violating these regulations to leave Port premises and/or obtain the assistance of law enforcement officers to protect property, lives or preserve the peace. The Executive Director may interpret the reasonable intent of these regulations to carry out the purposes of these regulations. If a vessel; the owner of which has been notified to remove the vessel from the Port premises, is not removed immediately, it may be impounded by the Executive Director, and may be removed by a private contractor, charges for which will be assessed against the vessel and/or its owner.

C. LIMITATION OF RIGHTS PRIVILEGES OR REMEDIES

Nothing contained in Items 1100(M), or 2100(N) shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws.

D. 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 3100(A), to be paid upon arrival of the vessel to the Marina. Proof of registration must be posted conspicuously on the vessel. Should a guest moorage vessel remain unregistered two hours after arrival, it may be subject to a Late Registration fee. 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 2100(G) and (F). Bell Harbor Marina will not be used for the sale or brokerage of vessels 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 Vessels

Unregistered vessels at Bell Harbor Marina are subject to impound and/or removal pending settlement of all charges. See Item 2100(P) and (Q).

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.

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.

Yacht Club reservations shall be taken for organized groups of eight (8) or more vessels. Exceptions may be made during the Off-Peak Season subject to availability and occupancy. Each individual Yacht Club member's vessel moorage reservation must be made at least 14 days in advance.

- Reservations made at least 24 hours in advance qualify for the guest moorage reservation rate.
- Payment for the initial day of moorage must be made at the time of the reservation and is non-refundable and non-transferrable.
- Refunds and transfers must be approved by marina management.

E. MOORING

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

F. SEAWORTHINESS

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

To avoid injury or damage to persons, property or the environment, vessels moored at Bell Harbor Marina must be properly maintained in a safe and hazard free condition. A vessel owner who denies permission when requested for an on-board inspection by Port Management, and/or city, county, state or federal representatives, for purposes of determining or verifying the condition of a vessel shall be deemed in non-compliance with Port of Seattle regulations.

The foregoing notwithstanding, the Port is under no obligation to undertake the inspection of any vessel, and by undertaking such an inspection; the Port assumes no responsibility for the vessel's condition or safekeeping.

G. DISCHARGE OF SEWAGE

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

H. 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 at Bell Harbor Marina is prohibited.

I. 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.

J. ELECTRIC SERVICE AND UTILIZATION EQUIPMENT ONBOARD VESSELS

All service connections between the Port of Seattle outlets and the vessel, and all utilization equipment upon the vessel shall conform to the [City of Seattle Electrical Code](#) and/or the [State of Washington Electrical Code](#). (See ITEM 3100 (I) for electric rates.)

K. 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 premises. The Executive Director shall be authorized to publish and enforce appropriate rules to ensure security and safety on Port premises including requiring appropriate hold harmless agreements, release agreements and evidence of insurance. Permission granted by the Executive Director shall be solely for regulation. The Port assumes no responsibility for any loss or damage resulting from the use of Port premises by said person, corporation, agent, or employee of a vessel owner. Work performed on vessels moored on Port premises 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.

L. RENTAL OF MOORED VESSELS

Moorage agreements and liveaboard status are valid only for the person(s) who entered into those agreements with the Port of Seattle and are not transferable. Use of a moored vessel as a Bed & Breakfast, a rental dwelling or as lodging of any sort is expressly prohibited by the Port of Seattle, at any of its marinas, terminals, and moorage facilities. The advertising of vessels, through any media or format, as available for rental, any offers to allow renters, or the discovery of persons on board a vessel without the registered agreement holder present, may result in immediate termination of the moorage agreement.

M. TERMINATION OF MOORAGE

Any vessel violating the moorage agreement or the rules and regulations pertaining to Bell Harbor Marina or this Tariff shall be subject to termination of the agreement. The Port may terminate the moorage agreement of any vessel for any reason upon thirty (30) days' notice; or for a violation of the moorage agreement, or the rules and regulations pertaining to Bell Harbor Marina or this Tariff, upon ten (10) days' notice. Notice shall be by personal delivery or by placing, in the U.S. Mail, a registered letter to the owner at his/her 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 if for a violation of the moorage agreement, Tariff or rules, or thirty (30) days in the case of termination for any reason other than such a violation of the moorage agreement, Tariff or rules, and that the vessel will thereafter be removed by the Port at the owner's expense. A vessel remaining at Bell Harbor Marina after the notice period has elapsed will be considered a Violation Vessel.

N. 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, so that the vessels are in the possession and control of the Port and cannot be removed from Bell Harbor Marina.

These procedures may be used if an owner mooring or storing a vessel at Bell Harbor 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 certified letter to the owner at his/her 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/her 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 certified mail in order to give them the information contained in the notification.

2. The owner may regain possession of the vessel by:
 - a. Planning 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/her 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. Posted, in this instance, means that the tariff is available online and a copy is available in the Marina office.

O. REMOVAL OF VIOLATION VESSELS

A violation vessel may immediately and without notice be moved by the Port from Bell Harbor 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 2100 (Q) shall not apply and the Port shall proceed under item 2100 (P), if the only cause of violation is the non-payment of Port charges.

END OF SECTION

SECTION THREE - RATES AND FEES

ITEM 3100

RATES

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

Guest Moorage	0 - 49 ft.		50 - 99 ft.		>100 ft.	
	Regular Rate	Reservation Rate	Regular Rate	Reservation Rate	Regular Rate	Reservation Rate
Peak Season	\$1.96	\$1.69	\$2.25	\$1.96	\$2.81	\$2.53
Off Peak Season	\$1.69	\$1.41	\$1.69	\$1.41	\$2.81	\$2.53
All Weekends (Fri, Sat, & Sun)	\$2.08	\$1.80	\$2.53	\$2.25	\$2.81	\$2.43
Holiday Rates	\$2.81	\$2.53	\$2.81	\$2.53	\$2.81	\$2.53
Kayak – Per Day	\$22.47					

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 (Monday through Thursday.)

B. SHORT STAY RATES

All Vessel Lengths	
<i>Up to 6 Hours – No Weekends. As available per volume only on weekdays during off-peak season</i>	\$1.12 per foot

C. MONTHLY MOORAGE RATES

Rate per vessel foot by extreme length of vessel (ELOV) per month.

Berth Sizes	Rate/Vessel Ft (ELOV) Per Month
Up to 30 ft.	\$14.29
31 ft. to 40 ft.	\$15.34
41 ft. to 50 ft.	\$17.38
51 ft. to 64 ft.	\$18.25
65 ft. and over	\$18.90

Leasehold tax is in addition to named rates.

D. COMMERCIAL MONTHLY MOORAGE RATES

Rate per vessel foot by extreme length of vessel (ELOV) per month.

Berth Sizes	Rate/Vessel Ft. (ELOV) Per Month
Up to 30 ft.	\$16.62
31 ft. to 40 ft.	\$18.08
41 ft. to 50 ft.	\$19.11
51 ft. to 64 ft.	\$20.02
65 ft. to 69 ft.	\$21.12
70 ft. and over	\$21.62

Leasehold tax is in addition to named rates.

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 - \$11.91

F. EVENT RATES

Persons and/or organizations interested in reserving large areas of the Marina for the purpose of holding an event must fill out 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: \$.0430 per square foot per day.

Interagency Committee for Outdoor Recreation approval may be required for event to occur.

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

G. KAYAK MONTHLY STORAGE RATE

\$52.77 per month.

Leasehold tax is in addition to named rate.

H. 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.

ITEM 3200

FEES

A. 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.

B. RESERVATION

- Individual
Individual vessels requesting reservations shall be assessed a non-refundable moorage fee, in advance, equal to one night's moorage.
- Group
Group reservations with a minimum of eight (8) vessels will be charged a \$5.00 non-refundable fee per vessel, payable in advance.

C. ELECTRIC METERING

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. GUEST MOORAGE ELECTRICITY SERVICE

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

Power	Fee
30 AMP	\$5.25 per day
50 AMP	\$10.50 per day
100 AMP	\$21.00 per day

E. SALES/USE TAX

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

F. BOAT PUMPING (IN THE EVENT OF AN EMERGENCY)

\$100.00 per hour with a minimum of one (1) hour. This fee applies to any vessel, including dinghies.

G. LABOR

Port of Seattle [Terminals Tariff No. 5](#) rates shall be used for all labor furnished at Bell Harbor Marina.

H. TIME LIMIT VIOLATION

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, may 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 2100(P).

I. IMPOUND

An impound fee of \$157.50 will be assessed if the Port impounds a vessel, or other gear by placing a chain or other such means to secure the vessel or other gear for non-payment of Port charges (See Item 2100(P)). An impound fee of \$57.06 will be charged for vessels in guest moorage at Bell Harbor Marina.

J. VIOLATION

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

K. SERVICE FEE

Rate(s) charged under this tariff and paid by “debit or credit card” may incur a service fee for the added transaction processing costs as required by [RCW 36.29.190](#).

L. NON-SUFFICIENT FUND (NSF) CHARGES

A \$40.00 per transaction fee or the face amount of the check or electronic payment, whichever is less, will be charged and due within fifteen days on payments returned by the bank (except for bankruptcy) per [RCW 62A.3-15](#).

M. LATE FEES ON PAST DUE INVOICES

Statements covering fees in this tariff, as issued by the Port, are due and payable on the due date. Invoices listed on a statement that are past due may be subject to a late fee equal to the greater of \$25 or 10% per month on invoices \$100 or more.

N. COLLECTION FEES ON DELINQUENT ACCOUNTS

When delinquent accounts (see Item 1100(T) 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

O. 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.

P. CLEAT INSTALLATION

A fee of \$100.00, paid in advance and non-refundable, will be charged for installation of each cleat. The cleat installation fee is not subject to sales tax.

Q. LATE REGISTRATION – GUEST MOORAGE

A late registration fee of \$50 may be charged to guest moorage customers who register with the office two hours or more after their vessel’s arrival, or who leave without payment.

ITEM 4000

CHARTER, TRIBAL AND COMMERCIAL FISHING VESSELS

ITEM 4100

DEFINITIONS

A. 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.

B. 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.

C. COMMERCIAL FISHING

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

D. COMMERCIAL FISHING VESSEL

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

E. INACTIVE TRIBAL FISHING VESSELS

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

F. 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.

G. 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 marina management.

H. SEAFOOD

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

ITEM 4200

RULES

A. CHARTER VESSEL REGISTRATION AND PROCEDURES

1. Registration

All charter vessel owners or operators shall pre-register at the Marina Office prior to arrival. Charter vessels shall moor in assigned areas only.

2. Declaration of Security

In compliance with [33 CFR 105](#) (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. A copy of all currently valid continuing Documents of Security must be kept with the Facility Security Plan.

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.

B. TRIBAL VESSEL MOORAGE

The Port of Seattle shall provide eight (8) slips at Bell Harbor Marina; four (4) for the Muckleshoot Indian Tribe, and four (4) for the Suquamish Indian Tribe, for no fee and eight (8) parking permits in the Pier 66 Garage, in accordance with a Memorandum Agreement among Muckleshoot Indian Tribe, the Suquamish Indian Tribe and the Port of Seattle.

C. SEAFOOD SALES RATE

The rate for selling seafood products off the vessel by commercial fishermen at Bell Harbor Marina, shall be one-half (1/2) of the daily moorage rate at Fishermen's Terminal. (For the rate, see Fishermen's Terminal Moorage Tariff No. 6, ITEM 3150, SEAFOOD SALES RATE.)

D. TRIBAL FISHING VESSEL REGISTRATION AND PROCEDURES

1. Conditions - Bell Harbor Marina Management reserves the right to honor agreements entered into by the Executive Director 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.

E. 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 Bell Harbor Marina.

2. Eligibility

- a. The Port reserves the sole right to interpret the Tariff, 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 to sell fish.
- e. 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 for fish sales.
- f. 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.
- g. Processed fish is defined as ground, canned, pickled, salted, smoked, dehydrated, or otherwise cured, or cooked.

3. 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 when the 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:
 - Valid fish ticket from the state in which the fish were caught.
 - The vessel must have an approved Hazard Analysis and Critical Control Points Plan (HACCP).
 - 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.
4. 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. 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.
 - c. Moorage space cannot be subleased.
 - d. 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.

- e. 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.
- f. 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.
- g. 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.
- h. Failure to comply with the policy may result in the termination of the moorage agreement between the Port of Seattle and the moorage customer.

5. 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. Commercial fishing vessels engaged in retail operations are responsible for maintaining a clean and sanitary area immediately adjacent to their vessel.
- c. 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.
- d. The disposal of garbage is the responsibility of the commercial fishing vessel. (Garbage procedures can be obtained from each site.)

6. 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 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: 206-263-9556

F. INSURANCE REQUIREMENTS

1. 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. Vessel dealers and brokers, sailing clubs, and events held on Port premises 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.
2. 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.
3. 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.

G. ENFORCEMENT OF POLICY

The following actions will be placed into effect should a violation occur:

- 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 vesselowner'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.

ITEM 4300

RATES & FEES

A. CHARTER RATES

Regular Rate is \$2.68 per foot (ELOV). Reservation Rate is \$2.41 per foot (ELOV).

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.

B. SEAFOOD SALES RATE

The rate for selling seafood products off the vessel by commercial fishermen at Bell Harbor Marina shall be one-half (1/2) of the daily moorage rate at Fishermen's Terminal.

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

END OF MOORAGE TARIFF #6, AS PERTAINS TO BELL HARBOR MARINA