

BELL HARBOR MARINA
CHARTER VESSELS OPERATOR AGREEMENT

1. **Term:** The Port of Seattle ("Port") grants to the vessel owner, or his duly authorized representative ("Owner") moorage (when available) at Bell Harbor Marina for the vessel designated below on the following terms and conditions:
2. **Compliance with Laws:** Owner agrees to comply with all applicable rules and regulations of the Port pertaining to Bell Harbor Marina, including provisions of the Port tariff. Owner further agrees to comply with all federal, state and local laws, ordinances, and regulations, including without limitation those relating to environmental matters.
3. **Moorage Fee:** The Owner agrees to pay in advance all moorage charges and fees that are due under the applicable tariff.
4. **Indemnity:** The Port, its officers, employees, or agents, shall not be liable for any injury (including without limitation, death) or damage (including without limitation, loss of business income) to persons or property sustained by Owner (including without limitation, Owner's employees, officers, agents, licensees, or invitees), regardless of how such injury or damage be caused, sustained, or alleged to have been caused or sustained, resulting from any existing or future hazardous, unsafe, defective or other condition, occurrence, or failure (including without limitation failure or interruption of utility service) related in any way to Bell Harbor Marina, its improvements, or adjacent areas, whether or not caused by the Port's negligence. Owner shall indemnify, defend, and hold the Port harmless from all liability and expenses (including when incurred, all attorneys' fees, costs and other reasonable expenses of litigation) incurred in connection with or arising out of any such actual or alleged injury or damage, whether or not caused by the Port's negligence: provided, that to the extent this Agreement is construed to be pursuant to RCW 4.24.115, this provision shall not be construed to require Owner to indemnify the Port for the Port's sole negligence and where such injury or damage arises from the concurrent negligence of the Port and Owner, Owner's indemnity shall apply only to the extent of its negligence.
5. **Liability:** The Owner shall be liable to the Port for any loss, injury, or damage to the Port caused by the Owner, Owner's employees, officers, agents, licensees, or invitees. Owner shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in an around Bell Harbor Marina: pay the Port for any damage, expense or liability incurred by the Port due to Owner's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Owner.
6. **Insurance:** Owner shall, at its own expense, maintain proper Comprehensive General Liability insurance with a reputable insurance company or companies satisfactory to the Port in the **minimum of \$1,000,000** for bodily injuries and death, and in such increased amounts as the Port may from time to time specify, and/or shall provide evidence satisfactory to the Port that it has obtained insurance required under this Agreement. Owner shall also make arrangements of the Port to be notified in the event of cancellation or renewal of Owner's insurance.
7. **Charter License:** The Owner must provide the Port with a current copy of all applicable licenses to operate a commercial charter vessel.
8. **Termination:** This agreement shall become effective on the date stated below and remain in force unless terminated by written notice given by either party to the other at which time termination shall be effective on the date stated therein. The Port reserves the right to terminate the agreement for failure to comply with the terms of this agreement. This agreement will also be terminated upon any change in vessel ownership.

Owner's Name:		, of (company):			
Address:		Vessel Name/Number:			
		Vessel Make/ Model:			
	Zip:	Doc. Length:	LOA:	Beam:	Draft:
Telephone: Bus.	Home:	Other/Fax:			
Policy Number:	Policy Effective Date:	Policy Expiration Date:			

 Port of Seattle

 Vessel Owner/Agent

 Date