

PORT OF SEATTLE MOORAGE TARIFF NO. 5	6th Revised	Page 11
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SECTION ONE, PART 1 - DEFINITIONS	Issued	01APR2004
Applying at Fishermen's Terminal, Shilshole Bay Marina, <i>Bell Harbor</i>	Effective	01MAY2004
<i>Marina</i> , other Port Operated Marinas and Harbor Island Marinas	Tariff Memo	319
For explanation of abbreviations and amendment codes see Item 15	Correction #	313

<p><u>DEFINITIONS</u></p> <p>(A) <u>DELINQUENT ACCOUNT</u></p> <p>Accounts, which remain unpaid in whole or in part eighty (80) days or more from, invoice date.</p> <p>(B) <u>LIMITATION OF RIGHTS PRIVILEGES OR REMEDIES</u></p> <p>Nothing contained in Items 1000(F), 1400(E) or 1400(G) shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws.</p> <p>(C) <u>MOORAGE DEFINED</u></p> <p>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.</p> <p>(D) <u>PAST DUE</u></p> <p>Any invoice issued for any charge remaining unpaid for a period of forty-five (45) days after date of invoice.</p> <p>(E) <u>PERMANENT MOORAGE</u></p> <p>Berthage assigned to a vessel that has agreed to the terms and conditions contained in a Permanent Moorage Agreement which has been entered into between the Port and the user.</p> <p>(F) <u>PORT CHARGES</u></p> <p>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.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1000</p> <p>▲</p>
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All tariff rates, deposits, fees, rentals and charges are subject to annual automatic adjustments for inflation. See Item 1A.

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<p><u>DEFINITIONS (Continued)</u></p> <p>(G) <u>TERMS OF PAYMENT DEFINED</u></p> <p>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.</p> <p>(H) <u>TRANSIENT VESSEL OR GUEST BOAT</u></p> <p>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.</p> <p>(I) <u>VESSEL AS HAZARD OR IN DANGER OF SINKING DEFINED</u></p> <p>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.</p> <p>(J) <u>WHARFAGE</u></p> <p>For definition and rates, see Port of Seattle Terminals Tariff No. 4, F.M.C.-T No. 5.</p> <p>(K) <u>LIVEBOARD</u></p> <p>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.</p> <p>Note 1: Available at Fishermen's Terminal only.</p>	<p>ITEM</p> <p>*1000</p> <p>cont'd</p> <p>▲</p>
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Applying at Fishermen's Terminal, Shilshole Bay Marina, <i>Bell Harbor Marina</i> , other Port Operated Marinas and Harbor Island Marinas	Effective 01MAY2004
For explanation of abbreviations and amendment codes see Item 15	Tariff Memo 319
	Correction # 315

<u>DEPOSITS</u> (A) <u>MOORAGE DEPOSIT</u> A moorage deposit must be paid upon signing of the Moorage Agreement, and the deposit will be increased or decreased, as necessary, to maintain on deposit with the Port an amount equal to the current one (1) month's moorage charge. (see Note 1) Note 1: Not applicable at the Maritime Industrial Center nor the <i>Bell Harbor Marina</i> .	ITEM *1100 ▲

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<p><u>FEES</u></p> <p>(A) <u>ATTORNEY'S FEES IN SUITS FOR COLLECTION</u></p> <p>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> <p>(B) <u>COLLECTION FEES ON DELINQUENT ACCOUNTS</u></p> <p>Delinquent accounts (see Item 1000(A) for definition) will be subject to an additional charge to cover the Port's cost of collection as follows:</p> <table style="margin-left: 40px;"> <tr> <td style="text-align: center;"><u>When Amount Due Is:</u></td> <td style="text-align: center;"><u>Additional Charge Shall Be:</u></td> </tr> <tr> <td style="text-align: center;">\$0 to \$200.00</td> <td style="text-align: center;">50% of amount due</td> </tr> <tr> <td style="text-align: center;">\$201.00 and up</td> <td style="text-align: center;">25% of amount due</td> </tr> </table> <p>(C) <u>ELECTRIC METERING FEE</u></p> <p>The Port of Seattle shall install, own, and maintain suitable electric service meters adjusted to register within one percent (1%) of the exact use. (see Note 1)</p> <p>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.</p> <p>Upon request and payment of a \$25.00 meter testing charge in advance, the Port of Seattle will test and render a certificate of test for any vessel electric service meter. If the meter tested is found with error in excess of one percent (1%) of the true value of energy (at 120 volts, 15 amperes, 90 percent power factor), the \$25.00 meter testing fee will be refunded.</p> <p>Note 1: Electric service or meters may not be available at all berths at Fishermen's Terminal.</p> <p style="text-align: right;">Continued on next page</p>	<u>When Amount Due Is:</u>	<u>Additional Charge Shall Be:</u>	\$0 to \$200.00	50% of amount due	\$201.00 and up	25% of amount due	<p>ITEM</p> <p>*1200</p> <p>▲</p>
<u>When Amount Due Is:</u>	<u>Additional Charge Shall Be:</u>						
\$0 to \$200.00	50% of amount due						
\$201.00 and up	25% of amount due						

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For explanation of abbreviations and amendment codes see Item 15	Tariff Memo 319
	Correction # 346

<p><u>FEES (Continued)</u></p> <p>(D) <u>FORKLIFT RENTAL FEE (WITH OPERATOR)</u></p> <table style="width: 100%;"> <thead> <tr> <th></th> <th style="text-align: right;"><u>Rate per Hour Except as Noted</u></th> </tr> </thead> <tbody> <tr> <td>3 ton or less.....</td> <td style="text-align: right;">\$61.44 (minimum fee of 1/2 hour)</td> </tr> <tr> <td>Forklift with Power Block</td> <td style="text-align: right;">\$61.44 (minimum fee of 1/2 hour)</td> </tr> <tr> <td>Over 3 ton</td> <td style="text-align: right;">\$61.44 (minimum fee of 1/2 hour)</td> </tr> </tbody> </table> <p>(E) <u>FORKLIFT RENTAL FEE (WITHOUT OPERATOR)</u></p> <table style="width: 100%;"> <thead> <tr> <th></th> <th style="text-align: right;"><u>Rate per Hour Except as Noted</u></th> </tr> </thead> <tbody> <tr> <td>3 ton or less.....</td> <td style="text-align: right;">\$35.84(minimum fee of 1/2 hour)</td> </tr> <tr> <td>Forklift with Power Block</td> <td style="text-align: right;">\$35.84(minimum fee of 1/2 hour)</td> </tr> <tr> <td>Over 3 ton</td> <td style="text-align: right;">\$60.00 (minimum fee of 1/2 hour - Driver must be qualified by Management)</td> </tr> </tbody> </table> <p>Note: Port of Seattle Terminals Tariff No. 4 rates shall be used for all equipment rental at Bell Harbor Marina.</p> <p>(F) <u>GARBAGE FEE</u></p> <p>Garbage container fee is \$40.00 per one and one-half (1-1/2) cubic yard container of garbage. Minimum charge is \$40.00 per container.</p> <p>(G) <u>IMPOUND FEE</u></p> <p>An impound fee of \$50.00 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 1400(E)).</p> <p>(H) <u>LABOR FEES</u></p> <p>When labor is furnished, a charge of \$45.00 per hour per person, with a one-half (1/2) hour minimum, will be billed.</p> <p>Note: Port of Seattle Terminals Tariff No. 4 rates shall be used for all labor furnished at Bell Harbor Marina.</p> <p>(I) <u>LATE FEES ON PAST DUE INVOICES</u></p> <p>Invoices covering fees in this tariff as issued by the Port are due and payable upon presentation. Any invoice issued for any fee or fees that are past due (see Item 1000(D) for definition) will 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.</p> <p style="text-align: center;">Continued on next page</p>		<u>Rate per Hour Except as Noted</u>	3 ton or less.....	\$61.44 (minimum fee of 1/2 hour)	Forklift with Power Block	\$61.44 (minimum fee of 1/2 hour)	Over 3 ton	\$61.44 (minimum fee of 1/2 hour)		<u>Rate per Hour Except as Noted</u>	3 ton or less.....	\$35.84(minimum fee of 1/2 hour)	Forklift with Power Block	\$35.84(minimum fee of 1/2 hour)	Over 3 ton	\$60.00 (minimum fee of 1/2 hour - Driver must be qualified by Management)	<p>ITEM</p> <p>*1200</p> <p>cont'd</p> <p>◆</p>
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<p><u>FEES (Continued)</u></p> <p>(J) <u>MISCELLANEOUS EQUIPMENT RENTAL</u> 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.</p> <p>(K) <u>NON-SUFFICIENT FUNDS (NFS) CHECKS</u> There will be a \$20.00 per transaction fee charged on all checks returned by the bank for any reason of non-collection.</p> <p>(L) <u>SALES/USE TAX</u> Equipment rental rates and sale of materials are subject to applicable state sales/use tax.</p> <p>(M) <u>TELEPHONE CABLE FEES</u> A telephone cable fee of \$50.00 is required in addition to Pacific Northwest Bell's installation charges. This fee is to cover costs to the Port for initial laying/installation of cable, upgrades as needed per U. S. West Telecommunications and future installation to increase capacity. This item is non-refundable.</p> <p>(N) <u>VIOLATION FEE</u> Violation vessels will be subject to one and one-half (1 1/2) the daily moorage rate for liquidated damages.</p> <p>(O) <u>LOCKER BOX CLEANING FEE</u> 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.</p> <p>(P) <u>ELECTRIC CURRENT</u> Electricity will be furnished at the current rate schedule on file at Seattle City Light. Labor for installation is additional at rates named in Port of Seattle Terminals Tariff No. 4, Item 6100, FMC Subrule 34-GBY. If it is not possible to meter the service, the kilowatt-hours of usage will be prorated and determined by the terminal. Subject to Port of Seattle Terminals Tariff No. 4, Item 1040(E), FMC Subrule 34-BAU(E). Electrical Maintenance and Administrative Fee\$25.00/meter/month Covers Port warehouses, office and retail buildings, yard/storage areas.</p>	<p>ITEM</p> <p>*1200</p> <p>cont'd</p> <p>▲</p>
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<p><u>RATES</u></p> <p>(A) (Eliminated)</p> <p>(B) <u>ELECTRIC SERVICE RATES</u></p> <p>Electric rates shall be at an average rate not to exceed the operator's cost per kWh as billed by Seattle City Light. (This is in accordance with Seattle City Light Ordinance 110733 as amended by Ordinance 110829.) Rates charged under this provision of this item will be rates in effect from Seattle City Light to the Port of Seattle on the Port's billing date to the marina customers. Minimum charge shall be \$5.00 per month for all assigned meters.</p> <p>Electric meters to be read and billed bi-monthly.</p>	<p>ITEM</p> <p>*1300</p> <p>▲</p>

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For explanation of abbreviations and amendment codes see Item 15	Correction # 320

<p><u>RULES AND REGULATIONS</u></p> <p>(A) <u>BOAT HARBOR REGULATIONS</u></p> <p>These regulations shall apply at the Port of Seattle's Shilshole Bay Marina, Salmon Bay Fishermen's Terminal and Bell Street Pier Marina, hereinafter called "boat harbors":</p> <p>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 "Executive Director" shall mean "The Executive Director of the Port of Seattle and his agents".</p> <ol style="list-style-type: none"> (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 Executive Director 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 race events. (5) (Eliminated) (6) 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 objectionable 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. <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1400</p> <p>▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(A) <u>BOAT HARBOR REGULATIONS (Continued)</u></p> <p>(7) 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.</p> <p>(8) 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 display Coast Guard numbers and a valid Coast Guard decal. Documented boats must have the name of the boat on the hull. Failure to have either may be cause for refusal of moorage.</p> <p>(9) Anyone visiting or using the Port areas or 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.</p> <p>(10) The Executive Director 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.</p> <p>(11) Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Engaging in the use or being instrumental in the exchange of debilitating or exhilarating drugs on the Port property is expressly forbidden.</p> <p>(12) 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.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM *1400 cont'd ▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(A) <u>BOAT HARBOR REGULATIONS (Continued)</u></p> <p>(13) 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.</p> <p>(14) Anyone present on or in the Port area and/or using Port facilities or equipment shall comply with any verbal or written signs or communicatives, including administrative and operational policies and procedures, issued or posted by the Executive Director or Port Commission.</p> <p>(15) 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.</p> <p>(16) Fire hoses and other fire-fighting equipment are to be used only for the fighting of fires.</p> <p>(17) Boats which, in the opinion of the Executive Director, 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.</p> <p>(18) Boats moored in a Port harbor must, at all times, be completely seaworthy and ready for immediate cruising in local waters.</p> <p>(19) A boat owner who denies permission when requested for an on-board inspection of his boat by Port Boat Harbor Superintendent, 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.</p> <p>(20) 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.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1400</p> <p>cont'd</p> <p>▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(A) <u>BOAT HARBOR REGULATIONS (Continued)</u></p> <p>(21) Heaters or other drying devices are prohibited in the net lockers.</p> <p>(22) 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 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.</p> <p>(23) Living aboard boats, as defined in Item 1000(K) is prohibited unless an Authorization to Live Aboard Agreement is authorized by the Executive Director. Prior to being granted such Agreement, prospective live-aboards must agree to comply with separate regulations as deemed appropriate for each facility.</p> <p>(24) Boats may be moved by the Executive Director for the protection of life or property or best utilization of the facility.</p> <p>(25) Moorage space, once assigned, may not be sub-assigned by the user without written approval of the Executive Director.</p> <p>(26) 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.</p> <p>(27) 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.</p> <p>(28) 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 abated as a nuisance.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1400</p> <p>cont'd</p> <p>▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(A) <u>BOAT HARBOR REGULATIONS (Continued)</u></p> <p>(29) Children under twelve (12) years of age are not permitted on piers unless accompanied by a parent or other responsible adult.</p> <p>(30) 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.</p> <p>(31) Boats, when unattended, must be securely moored with adequate bow, stern, and spring lines. Four (4) or more appropriately sized lines are required.</p> <p>(32) 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 Executive Director.</p> <p>(33) Boat gear carts shall immediately after use be returned promptly by the user to their proper storage area.</p> <p>(34) Unattended boats will not remain moored at any fuel float.</p> <p>(35) 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 Executive Director. The requirements and conditions for such permits and licenses shall be as prescribed in separate instructions as issued from time to time by the Executive Director.</p> <p>(36) 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.</p> <p>(37) No major repair work or outfitting, spray-painting, sandblasting, sanding, welding or burning on boats will be performed without specific approval of the Executive Director and permit from the Fire Department.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1400</p> <p>cont'd</p> <p>▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(A) <u>BOAT HARBOR REGULATIONS (Continued)</u></p> <p>(38) 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.</p> <p><u>Enforcement</u></p> <p>The Port Commission authorizes the Executive Director to enforce these regulations by written or verbal instructions. The Executive Director 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 Executive Director 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 Executive Director, and may be removed by a private contractor, charges for which will be assessed against the boat and/or its owner.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1400</p> <p>cont'd</p> <p>▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(B) <u>ELECTRIC CONTINUITY OF SERVICE</u></p> <p>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.</p> <p>(C) <u>ELECTRIC SERVICE AND UTILIZATION EQUIPMENT ON BOARD VESSELS</u></p> <p>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 1300(B) for electric rates.)</p> <p>(D) <u>LIABILITY LIMITATIONS</u></p> <p>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 Executive Director 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 Executive Director 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.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1400</p> <p>cont'd</p> <p>▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(E) <u>REMOVAL OF VESSELS FOR NON-PAYMENT OF CHARGES</u></p> <p>(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 Fishermen's Terminal, Shilshole Bay Marina and/or Bell Harbor Marina so that the vessels are in the possession and control of the Port and cannot be removed from Fishermen's Terminal, Shilshole Bay Marina and/or Bell Harbor Marina.</p> <p>These procedures may be used if an owner mooring or storing a vessel at Fishermen's Terminal, Shilshole Bay Marina and/or 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 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:</p> <p>(a) The date and time the notice was attached:</p> <p>(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</p> <p>(c) The address and telephone number where additional information may be obtained concerning release of the vessel.</p> <p>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.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1400</p> <p>cont'd</p> <p>▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(E) <u>REMOVAL OF VESSELS FOR NON-PAYMENT OF CHARGES (Continued)</u></p> <p>(2) The owner may regain possession of the vessel by:</p> <ul style="list-style-type: none"> (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. <p>(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.</p> <p>(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.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1400</p> <p>cont'd</p> <p>▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(E) <u>REMOVAL OF VESSELS FOR NON-PAYMENT OF CHARGES (Continued)</u></p> <p>(4) (Continued) 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.</p> <p>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 a deficiency.</p> <p>(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.</p> <p>(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.</p> <p style="text-align: center;">Continued on next page</p>	<p>ITEM</p> <p>*1400</p> <p>cont'd</p> <p>▲</p>
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<p><u>RULES AND REGULATIONS (Continued)</u></p> <p>(F) <u>REMOVAL OF VIOLATION VESSELS</u></p> <p>A violation vessel may immediately and without notice be moved by the Port from Fishermen's Terminal, Shilshole Bay Marina and/or 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 1400(F) shall not apply and the Port shall proceed under Item 1400(E), if the only cause of violation is the non-payment of Port charges.</p> <p>(G) <u>TERMINATION OF MOORAGE</u></p> <p>The moorage agreement of any vessel violating the moorage agreement or the rules and regulations pertaining to Fishermen's Terminal, Shilshole Bay Marina and/or Bell Harbor 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 Fishermen's Terminal, Shilshole Bay Marina and/or Bell Harbor 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 Fishermen's Terminal, Shilshole Bay Marina and/or Bell Harbor Marina after the notice period has elapsed will be considered a violation vessel.</p>	<p>ITEM</p> <p>*1400</p> <p>cont'd</p> <p>▲</p>
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