



MOORAGE TARIFF #6 – PORT OF SEATTLE SHILSHOLE BAY 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 SHILSHOLE BAY MARINA

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QUICK-REFERENCE RATE TABLE

~ LEASEHOLD TAX IS IN ADDITION TO NAMED RATES ~

Daily Rate 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 - Week Days	\$1.75	\$1.50	\$2.00	\$1.75	\$2.50	\$2.25
Off Peak Season	\$1.50	\$1.25	\$1.50	\$1.25	\$2.50	\$2.25
All Weekends	\$1.75	\$1.50	\$2.00	\$1.75	\$2.50	\$2.25
Short Stay Up to 6 Hours	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Charter & Excursion	\$2.25	\$2.00	\$2.50	\$2.25	\$3.00	\$2.75
Minimum Charge*	\$30.00	\$25.00	\$75.00	\$62.50	\$250.00	\$225.00

**Note: Minimum charges are calculated using Off Peak Season Rates for the shortest vessel length in each category.*

Monthly Moorage

Slip Size	Monthly Rate
	per Foot
18 to 26 feet	\$11.76
30 feet	\$12.00
34 feet	\$12.94
36 feet	\$13.06
38 feet	\$13.10
40 feet	\$13.36
42 feet	\$13.40
46 feet	\$14.02
50 feet	\$14.71
60 to 64 feet	\$15.65
65 to 69 feet	\$15.79
70 to 110 feet	\$16.43
111 feet and over	\$19.16

End of Pier Monthly Moorage

End of Pier (EOP)	Monthly Rate Per Foot
55 to 58 feet	\$15.65
59 to 69 feet	None Available
70 to 106 feet	\$16.75
115 to 149 feet	\$19.16

*For complete listing of rates, please see Section Three, Rates and Fees.



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PORT OF SEATTLE

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 - DEFINITIONSITEM 1100DEFINITIONSA. EXECUTIVE DIRECTOR

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

B. MANAGEMENT

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

C. 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, Vessel Harbors, Terminals, and etc.

D. 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.

E. TERMS OF PAYMENT

Moorage charges 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.

F. 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.

G. 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.

H. TRANSIENT MOORAGE

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

I. 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.

J. 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.

K. 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.

L. 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.

M. ACTIVE TRIBAL FISHING VESSELS

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

N. INACTIVE TRIBAL FISHING VESSELS

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

O. SMALL CRAFT

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

P. 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.



Q. WHARFAGE

For definition and rates, see [Port of Seattle Terminals Tariff](#).

R. PEAK AND OFF-PEAK SEASON

The operating seasons at Shilshole Bay 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

S. PEAK WEEKENDS

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

T. 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.

U. MANEUVERING

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

V. RESTROOM COMPLETION

The Port defines restroom completion at Shilshole Bay Marina as the month customers have use of the new restroom building.

W. LIVEABOARD

The Port defines a liveaboard as any person who sleeps aboard a vessel more than fifteen (15) days in any month while the vessel is moored at the Marina. The number of slips available for liveaboards has been increased, effective January 1, 2016, to 350. There are two categories of liveaboards.

X. GRANDFATHERED LIVEABOARD

Grandfathered liveaboards are defined as those who made liveaboard payments in December of 2015. Grandfathered liveaboards pay grandfathered liveaboard rates for the term of their agreement. [See Item 3120(M)]

Y. NEW LIVEABOARD

New liveaboards are those who accept liveaboard status at the marina on or after January 1, 2016, and pay the new liveaboard rates. [See Item 3120(M)]



Z. PAST DUE

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

AA. DELINQUENT ACCOUNT

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

BB. 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 rendered by the Port.

CC. VIOLATION VESSEL

Any vessel entering and remaining at Shilshole Bay Marina without authorization; or remaining at Shilshole Bay Marina after moorage has been terminated, or any vessel, that in the opinion of Port personnel is a nuisance, in danger of sinking or creating other damage.

DD. 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.

EE. SUBLESSOR

One that grants a sublease.

FF. SUBLESSEE

A lessor under a sublease.

GG. RETAINER LIST

The Retainer List is a separate waitlist for customers, who have declined their initial waitlist opportunity for a moorage slip and will not be ready to accept moorage within sixty (60) days of the offer, to retain their original waitlist application date if they would like the option in the future.

ITEM 1110

DEFINITIONS FOR OFF-BOAT SEAFOOD SALES

A. SEAFOOD

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

B. COMMERCIAL FISHING

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

C. COMMERCIAL FISHING VESSEL

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



D. PROCESS

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

E. RETAIL OPERATIONS

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

END OF SECTION

SECTION TWO – 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 the Port premises.

ITEM 2100

RULES AND REGULATIONS

A. SHILSHOLE BAY MARINA

GENERAL

1. Moorage assignments and payment of moorage charges shall be administered at the vessel harbor office, in accordance with the current Port tariff.
2. 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 of the 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.
3. Anyone present on or in the Port premises and/or using Port facilities or equipment shall comply with any verbal or written signs or communicative, including administrative and operational policies and procedures, issued or posted by the Executive Director or Port Staff.
4. 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 the Port premises.
5. 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.
6. The Port reserves the right to inspect any of its property, such as dock boxes, bike lockers, finger piers, slips, and any other Port property, at any time. Failure to inspect shall not be deemed to create any responsibility and/or liability upon the Port.
7. A vessel owner who denies permission when requested for an on-board inspection of his/her vessel by Port Management, Port Police Department, U.S. Coast Guard Boarding Officer, U.S. Coast Guard Auxiliary Boat Examiner, City of Seattle Harbor Police or authorized King County Deputy Sheriff shall be deemed in non-compliance with Port of Seattle regulations.

MOORAGE

8. Moorage space, once assigned, may not be sub-assigned by the user without written approval of the Executive Director.



9. 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) Dinghies/tenders that are covered under a vessel's insurance policy or moored on the dinghy floats at Shilshole Bay Marina.
- c) Vessels in dry moorage at Shilshole Bay Marina that do not use the Port of Seattle hoist to be launched or to be retrieved.
- d) Guest moorage vessels staying less than 30 days.

10. 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.

SAFETY

- 11. Any vessel, vehicle, property, gear, or equipment will be parked, stored, moored or maneuvered in a safe and orderly manner.
- 12. Children under twelve (12) years of age are not permitted on piers unless accompanied by a parent or other responsible adult.

VEHICLES & PARKING

13. 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.

Primary Purpose for Shilshole Bay Marina Parking:

- Moorage customers & guests.
- Building tenants, customers, & guests.
- General parking for marina visitors.
- Port of Seattle Operation's vehicle parking.
- Emergency vehicle access.

Customer/Liveaboard Responsibilities:

- Comply with Parking Lot Use Policy and parking signage.
- Post Parking Permit on front windshield. If a permit is not seen in this location, it will be assumed that the vehicle does not have a permit.
- Inform the marina office if a vehicle is going to be left in the parking lot longer than 15 days.
- Moving a vehicle every 15 days to circumvent this rule is not an accepted practice. Parking spaces are not for storage of vehicles or for seldom-used vehicles. Violators are subject to immediate towing.

Parking Zones Descriptions:

- Permit Parking – Spaces in the North end parking lot are individually marked "Permit Parking Only." In the South end parking area, some spaces around F and G docks are not individually marked, but signs designate which spaces are to be used for Permit Parking. A current Shilshole Bay Marina parking permit must be clearly displayed on the front windshield on the driver's side to park in permit parking areas.



- Disabled Parking – Spaces marked with “Disabled Parking.” A clearly displayed current State issued disabled parking placard or license plate is required to park in disabled parking areas.
- Load and Unload – Space marked with “Load Unload.” Specified times and limits must be followed. Unless otherwise marked, Loading Zones may be used for general parking from 10:00 PM to 6:00 AM.
- General Parking – Parking spaces that are not designated otherwise. Most of these spaces are closer to the street as opposed to closer to the water’s edge.

Rules and Limitations for All Zones:

- Vehicles parked in violation of this Parking Policy are subject to immediate towing at owner’s expense.
- All vehicles in all zones must be street legal and operable; not leaking fluids; displaying current tabs; have inflated tires; and are secured.
- All vehicles must be used at least once every 15 days.
- Moving a vehicle every 15 days to circumvent this rule is not an accepted practice. Parking spaces are not for storage of vehicles or for seldom-used vehicles. Violators are subject to immediate towing.
- Marina customers or guests must request and receive approval for extended parking at the marina office.
- Vehicles must not exceed the 5 mph speed limit in the parking lot.

Prohibited Parking Lot Use – The following parking lot uses are not allowed:

- Vehicle storage, seldom-used vehicles, or vehicles used less than once every 15 days are prohibited.
- Vehicle maintenance such as exterior vehicle washing, mechanical maintenance, body work, oil changes, engine work, etc.
- Equipment storage.
- Oversize Vehicles, which are larger than parking spaces; including cargo vans, commercial vehicles and other large trucks.

***The one exception to this rule is for Liveaboards who have a box truck or smaller-sized vehicle and use this vehicle on a daily basis. Marina management approval must be obtained and officially documented in customer’s file to allow this use.*

- One vehicle taking up multiple (2 or more) parking spaces.
- Trailer parking or storage. Parking for vehicle/trailer combinations, or trailers not attached to tow vehicles. Occasionally, marina management may approve a trailer’s temporary use of the parking areas, but only for special circumstances. This approval containing the expiration date must be posted by marina personnel on the trailer.
- Unauthorized business use such as, but not limited to, any type of private or commercial sales, auto detailing businesses; repair services; and commercial vehicle storage.
- Vehicles leaking any type of fluids.
- Campers or other recreational vehicles.
- Overnight sleeping in or occupying a parked vehicle.

ALL VIOLATION VEHICLES ARE SUBJECT TO IMPOUND WITHOUT PRIOR NOTICE.

PERSONAL CONDUCT

14. 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.



15. 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.
16. 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.
17. 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.

VESSEL & REQUIREMENTS

18. 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.
19. All vessel owners, operators, crew or guests using the 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.
20. 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 the Port premises or other vessels or facilities will be denied permission to remain on Port premises.
21. 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.
22. 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.
23. Vessels may be moved by the Executive Director for the protection of life or property or best utilization of the facility.
24. 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.
25. Vessels, when unattended, must be securely moored with bow, stern, and spring lines of an adequate size and number to keep the vessel secure.



26. 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.
27. 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.
28. Unattended vessels will not remain moored at any fuel float.

HAZARDOUS MATERIALS & THE ENVIRONMENT

29. 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. See [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 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. For more information on environmental regulations, see Shilshole's [Required Management Practices](#) (RMPs).
30. Discharging any material from vessels in a manner inconsistent with federal law is prohibited while in the 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](#).
31. 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.

DOCK RULES

32. 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.
33. Fire hoses and other fire-fighting equipment are to be used only for the fighting of fires.
34. 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.
35. Dock carts shall be returned to the top of the corresponding ramp or dock immediately after use.
36. 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 office for assistance.



COMMERCIAL VESSELS

37. 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.
38. 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.
39. Liability insurance is to remain current and in effect at all times as a condition of moorage. Evidence of insurance may be requested by Marina Management at any time.
40. 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 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 vessel and/or its owner.

C. LIMITATION OF RIGHTS PRIVILEGES OR REMEDIES

Nothing contained in this Moorage Tariff or any Port moorage agreement shall be construed as a limitation of any rights, privileges, or remedies available to the Port under any applicable state and federal laws.

D. RECREATIONAL VESSEL REGISTRATION AND PROCEDURES

41. 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, to be paid upon arrival of the vessel to the Marina.

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

42. Restricted Use

Moorage for commercial vessels, other than charter and excursion vessels, is not permitted at Shilshole Bay Marina during Peak Season, except at Dock T and Charter Dock, without specific approval of Shilshole Bay Marina Management. See Items 2100 (F) and (G). Shilshole Bay Marina will not be used for the sale or brokerage of vessels or other business purposes without specific approval of Shilshole Bay Marina Management. "For Sale" signs or other advertisement signs or banners are not permitted without the written consent of Shilshole Bay Marina management.

43. Guest Moorage Time Limit

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

44. Unregistered Vessels

Unregistered vessels at Shilshole Bay Marina are subject to impound and/or removal pending settlement of all charges.



45. 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. Shilshole Bay Marina Management reserves the right to change berth assignments as needed to allow for the best use of the facility and comfort of the customers. A reservation does not necessarily guarantee in and out privileges and all vessels, reserved or not, are subject to rafting during peak occupancy levels.

b) Group

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

c) General

- I. Reservations made at least 24 hours in advance will qualify for the guest moorage reservation rate.
- II. Payment for the initial day of moorage must be made at the time of the reservation and is non-refundable.

All reservations are considered non-refundable and non-transferable unless with Management's approval.

E. COMMERCIAL FISHING VESSEL MOORAGE INCLUDING TRIBAL VESSELS

46. Conditions

Moorage for commercial fishing vessels as provided for in this item applies only when such vessels are moored in areas and locations designated for such use by signs labeled "Commercial Vessels". For moorage in other areas, see Item 3100.

47. Moorage

Per Vessel: During season when the State of Washington has authorized Area 10 open for commercial fishing, or as posted at Shilshole Bay Marina, vessel will be subject to daily fishing rate in accordance with Item 3100. To be entitled to this rate, FISH TICKETS MUST BE PRESENTED AS PROOF OF FISHING TIME, and vessel must actually be engaged in commercial fishing at least fifty percent (50%) of the days fishing as so authorized by the State.

Monthly: See Item 3100 (B).

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

Tribal vessels must be registered with the marina office and must follow all marina rules and regulations.



48. Registration and Procedures

a. Charges Due Upon Arrival

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

b. Registration

Vessels will be subject to the charges outlined in Item 3100 during commercial fishing season.

c. Use Denied

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

d. Use Deemed Acceptance

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

F. GUEST REGISTRATION

49. Reservations

a. Individual

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

b. Group

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

Note: All reservation deposits are non-refundable.

c. General

- I. Reservations made at least 24 hours in advance will qualify for the guest moorage reservation rate.
- II. Payment for the initial day of moorage must be made at the time of the reservation and is non-refundable.

50. Charter Vessel Registration and Procedures

Reservations taken for all charter vessels shall be subject to the moorage charges named in Item 3100(A). Charter vessels shall moor in assigned areas only.

51. Registration

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

52. Restricted Use

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



53. Time Limit

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

54. Unregistered Vessels

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

G. CHARTER VESSEL REGISTRATION AND PROCEDURES

55. Registration

All charter vessels owners or operators shall pre-register at the Marina Office prior to arrival. Reservations shall be taken for all charter vessels and shall be subject to the moorage charges named in Item 3100(A). Charter vessels shall moor in assigned areas only.

56. Declaration of Security

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

57. Terms and Conditions

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

58. 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.

H. TRIBAL VESSEL REGULATIONS

59. Marina Usage. Tribal fishing vessels may use Shilshole Bay Marina without payment of berth fees in assigned areas as defined in Memorandum Agreement signed by the Muckleshoot Indian Tribe, the Suquamish Indian Tribe and the Port of Seattle, dated July 15, 1994. This usage includes moorage of the Tribe's fisheries enforcement vessels. Tribal members who use this moorage for their vessels will comply with the other rules and conditions of moorage that apply to other similar vessels moored at Shilshole Bay Marina.

60. Vessel Size/Tribal Dock. All tribal vessels wishing to berth shall use the Tribal Dock located in Shilshole Bay Marina. The best use of this dock requires vessels be 35 feet or less in length. Larger tribal vessels, such as purse seiners or active tenders may use the outside portion of Pier A at the south entrance to the Marina or other locations by special arrangement with the Shilshole Bay Marina office. Tribal vessels wishing to berth in locations other than the Tribal Dock or by special arrangement will be subject to applicable Port of Seattle tariffs and rates.

61. Rafting of Vessels. Vessels may raft up to three (3) deep on the south side of the Tribal dock and two (2) deep on the north side of the Tribal dock. This arrangement allows safe ingress and egress to other docks.

62. Registration. Tribal Fishing vessels shall register with Shilshole Bay Marina Office as specified in the Memorandum Agreement. Register at Shilshole Bay Marina Office or by phone during open hours or by night drop box. Vessel identification, information and the name and contact number for the owner



or operator of the vessel are used by the Shilshole Bay Marina staff for emergency contact purposes. Vessels not registered with the office are subject to moorage fees.

63. Bilge and Sewage Pumpout. Bilge and sewage pumpouts are available for tribal member usage at no cost. The Bilge pumpout station is located at the center of the Marina on the float west of the fuel dock pier. Sewage pumpout stations are located at the center of the Marina (Central Pier) on the float west of the fuel dock pier, and another located at the south end of the Marina on the far north end of A dock. Contact marina staff 24 hrs. per day/7 days per week for access.
64. Required Management Practices. Shilshole Bay Marina has established [Required Management Practices](#) for Bilge Water Management and Used Oil, Fueling Practices, Hazardous Chemicals, Cleaners and Wastes, Spill Prevention and Response, Solid Waste, Sewage and Gray Water Management, and Vessel Repair, Maintenance Activity and Boat Hoist. Tribal vessel owners and operators shall comply with these Practices. Copies of the Required Management will be sent to the Tribe with each update, and will be available to tribal members at the Shilshole Bay Marina Office.
65. Parking. Vehicle parking at Shilshole Bay Marina is managed with parking permits. Each Tribe will be supplied with vehicle parking permits at no cost. Vehicles with permits may park in any area so marked. Vehicles without a current parking permit displayed will be subject to impoundment. Vehicles without a current parking permit displayed will be subject to impoundment. Vehicles without permits may park in any area marked "General Parking" free of charge. There is no camper or trailer parking. If a Tribal member needs to park a trailer for a short-term, arrangements must be made in advance with the marine office.
66. Direct Sale of Fish. Direct sales of fish and shellfish from vessels to fish processors or the public by tribal members will be permitted at the Tribal Dock. The person selling the fish and shellfish must be the Tribal member who harvested the fish or shellfish, a fishing vessel partner or family member, and must abide by the applicable policies governing this activity. Advance notification to the marina office is appreciated.
67. Other Marina Regulations and Costs. All other marina regulations are in effect. These regulations include, but are not limited to, the requirement that vessel owners, operators and crew are responsible for keeping the dock in their vicinity neat, clean, and orderly. Costs for services other than moorage or those specified in this tariff shall be subject to applicable tariff and rates. All fees owed for other services must be paid on time and kept current. Tribal members who use this moorage for their vessels will comply with the other rules and conditions of moorage at Shilshole Marina that apply to other similar vessels moored at Shilshole Bay Marina.
68. Contacting Marina Office. Marina staff is available on site 24 hours per day, 7 days per week. Staff may be contacted as follows: anytime on VHF Channel 17; Monday through Saturday from 8:00 a.m. to 4:30 p.m. on (206) 787-3006, or in the Marina office. After these hours, contact can be made on the cell phone (206) 601-4089.

I. TRIBAL FISHING VESSEL REGISTRATION AND PROCEDURES

- I. Conditions
Shilshole Bay Marina Management reserves the right to honor agreements entered into by the Executive Director and tribal partners.
- II. Registration
Tribal vessels shall register and show proof of tribal affiliation upon arrival at Shilshole Bay Marina.
- III. 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 Shilshole Bay Marina Management. Inactive tribal fishing vessels may be

subject to moorage charges.

J. 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.

K. LIVEABOARD AUTHORIZATION

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

L. DECLARATION OF SECURITY

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

M. ELECTRONIC ACCESS TO MARINA DOCKS AND FACILITIES TO CONDUCT BUSINESS

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

N. SUBLEASE

All subleases must be approved by the marina office in advance.

Short-term Sublease - One Week (7 days or less)

Report the sublease to the marina office in writing, and include the following:

- Sublessee's name and contact information
- Sublessee's emergency contact information
- ELOV of the Sublessee's boat
- Boat name and registration and/or documentation numbers

Long-term Sublease (8 days or more)

Moorage customers may sublease their slip for up to 12 consecutive months, at which point they must take the slip back for at least 5 months before subleasing again. Subleases may be extended for extenuating circumstance upon management's review and approval.

Both the sublessor and sublessee must submit a fully completed sublease application in advance. The sublessor's account status must be in good standing (no past due charges), and the sublessee must provide the following information:

- Proof of insurance (see item 2100, Section 1, paragraph 8)
- Proof of ownership in the form of the current state registration or federal documentation; or equivalent for foreign vessels
- Signed Required Management Practices
- Signed Liveaboard Agreement (if applicable)
- Sublease fee, to be paid by the sublessee prior to bringing in the vessel



The sublessee's vessel must pass a vessel inspection conducted by marina staff upon arrival. The sublessor (slip owner) will remain responsible for moorage payments, and the marina office will not accept payments from the sublessee on behalf of the sublessor. A fee may be charged to the sublessor for unregistered/unreported subleases.

O. SEAWORTHINESS

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

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

P. DISCHARGE OF SEWAGE

Discharge of sewage from vessels while moored at Shilshole Bay Marina is prohibited.

Q. STORAGE ON THE PIER

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

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

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

R. 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.

S. 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 3120 (A) for electric rates.)

T. 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 Shilshole Bay Marina.

2. Definitions

- a. SEAFOOD means dressed or processed seafood including but not limited to fin fish and shellfish.
- b. COMMERCIAL FISHING refers to engaging in fishing as a substantial means of livelihood, duly licensed and not for sport.
- c. COMMERCIAL FISHING VESSEL means any active commercial fishing vessel directly related to the activities with catching or harvesting of seafood.
- d. PROCESS means to grind, can, pickle, salt, smoke, dehydrate, or otherwise cure, cook at any temperature, and engage in any other activity with respect to foods that modifies the natural state of such food.



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

3. Eligibility

- a. The Port reserves the sole right to interpret these regulations, and the Port's interpretation is final.
- b. Fish products sold from a vessel will be required to have been caught by that vessel.
- c. Proof of eligibility may include, but is not limited to, documents associated with the retail commercial fishing vessel, such as current commercial fishing licenses, fish delivery tickets, and/or other proof that the seafood is in fact the applicant's catch.
- d. Vessel owners must register crew members when registering the vessel.
- e. 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.
- 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.

4. Processed fish is defined as ground, canned, pickled, salted, smoked, dehydrated, or otherwise cured, or cooked.

5. Fees

The charge to the vessel to sell seafood is one-half (1/2) of the daily moorage rate as charged at Fishermen's Terminal for a commercial fishing vessel based on the overall length of the vessel. For the rate, see Fishermen's Terminal Moorage Tariff No. 6, ITEM 3150 (A), SEAFOOD SALES RATE.

6. Documentation

- a. Seafood sellers must obtain and present the following documents to the marine facilities management in order to conduct sales at the Port's facilities:
 - Wholesale Dealers' License, available from the State Department of Fisheries, Commercial Licensing Division.
 - Health Permit, available from the Seattle/King County Health Department, Environmental Health Division.
 - A signed Hold Harmless Agreement from the Port of Seattle indicating the period of activity will be performed. Agreements are available at the marine facility offices.
 - The sale of shellfish requires a certified shellfish tag and number.
 - A state/province fish delivery ticket indicating species and quantity.
 - Retail seafood sales are restricted to the owner or crew that actually caught the fish. Owner/Captain and crew are required to provide a copy of their commercial fishing license from the state that the fish were caught.
 - Additional proof of crew member status may be required such as completed active 1099 tax report form and/or crew member payment check stubs.



- b. Fishermen who wish to sell processed fish aboard their own vessel must adhere to and provide the following:
 - 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 Lading from the cold storage/processing company. The Bill of Lading 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.
7. 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.
8. 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.
 - 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.



9. Safety Considerations

- a. Seafood sellers are responsible for keeping the area in and around the moorage assigned for seafood sales clean and sanitary at all times while selling or preparing to sell seafood.
- b. Seafood retail operators shall not allow the public to board or climb upon the vessel for the purposes of purchasing seafood.
- c. The safety and well-being of the general public at any Port facility including Shilshole Bay Marina 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, barbecues 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

10. Enforcement of Policy

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

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

U. 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 at 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.

V. 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.

W. TERMINATION OF MOORAGE

Any vessel violating the moorage agreement or the rules and regulations pertaining to Shilshole Bay 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 Shilshole Bay 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 Shilshole Bay 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 Shilshole Bay Marina after the notice period has elapsed will be considered a Violation Vessel.

X. 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 Shilshole Bay Marina, so that the vessels are in the possession and control of the Port and cannot be removed from Shilshole Bay Marina.

These procedures may be used if an owner mooring or storing a vessel at Shilshole Bay Marina fails, after being notified that charges are owing and of the owner's right to commence legal proceedings to contest that such charges are owing, to pay the Port charges owed or to commence legal proceedings to contest the charges. Notice shall be by placing in the U.S. Mail a registered letter to the owner at his/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 registered mail in order to give them the information contained in the notification.

2. The owner may regain possession of the vessel by:
 - a. Making arrangements satisfactory to the Port for the immediate removal of the vessel from the moorage facility or for authorized moorage; and
 - b. Making payment to the Port of all Port charges, or by posting with the Port a sufficient cash bond or other acceptable security to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall receive so much of the bond or other security as is agreed or as is necessary to satisfy any judgment, costs, and interest as may be awarded to the Port. The balance shall be refunded immediately to the owner at his/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, 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.

Y. REMOVAL OF VIOLATION VESSELS

A violation vessel may immediately and without notice be moved by the Port from Shilshole Bay Marina to another location. Notice will be given, or attempted to be given, prior to moving a vessel whenever a non-emergency situation exists. All expenses and risk of loss or damage resulting therefrom shall be borne by the vessel owner. In the event the vessel is moved to another marina, the vessel owner shall, in addition, be liable to the Port for the prevailing moorage rate and other fees customarily charged at the facility to which the vessel is moved. The Port shall proceed under item 2100 (X), if the only cause of violation is the non-payment of Port charges.

Z. RETAINER LIST

For a fee, customers may request to be transferred from the Waitlist to the Retainer List with the date they were moved to the Retainer List.

If a customer is ready for a slip, they may contact marina staff and be placed back on the Waitlist with their original application date (the date the original application fee was paid). This does not guarantee them a slip immediately, but rather an offer in approximately 90 days based on current turnover rates.

The customer may remain on the Retainer List for up to two years. After two years, the customer will be removed from all POS Waitlists without notice.

Customers may reapply for moorage to get back on a Waitlist by submitting a new moorage application and paying the applicable fee.

END OF SECTION



SECTION THREE - RATES AND FEES

ITEM 3100

RATES

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

Guest Moorage	0 - 49 ft.		50 - 99 ft.		>100 ft.	
	Regular Rate	Reservation Rate	Regular Rate	Reservation Rate	Regular Rate	Reservation Rate
Peak Season - Week Days	\$1.75	\$1.50	\$2.00	\$1.75	\$2.50	\$2.25
Off Peak Season	\$1.50	\$1.25	\$1.50	\$1.25	\$2.50	\$2.25
All Weekends	\$1.75	\$1.50	\$2.00	\$1.75	\$2.50	\$2.25
Short Stay Up to 6 Hours	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Charter & Excursion	\$2.25	\$2.00	\$2.50	\$2.25	\$3.00	\$2.75
Minimum Charge*	\$30.00	\$25.00	\$75.00	\$62.50	\$250.00	\$225.00

**Note: Minimum charges are calculated using Off Peak Season Rates for the shortest vessel length in each category.*

B. MONTHLY MOORAGE AGREEMENT – NON-COMMERCIAL

Rate per berth foot per month assigned.

Slip Sizes	Monthly Per Foot Rate
18 to 26 feet	\$11.76
30 ft.	\$12.00
34 ft.	\$12.94
36 ft.	\$13.06
38 ft.	\$13.10
40 ft.	\$13.36
42 ft.	\$13.40
46 ft.	\$14.02
50 ft.	\$14.71
60 to 64 ft.	\$15.65
65 to 69 ft.	\$15.79
70 to 110 ft.	\$16.43
111 ft. and over	\$19.16



C. WATER AREA FOR FLOATS OWNED BY TENANT

\$0.176 per square foot of water space per month.

D. MONTHLY END OF PIER (EOP) MOORAGE – NON-COMMERCIAL

Rate per berth foot per month assigned.

End of Pier (EOP)	Monthly Per Foot Rate
55 to 58 ft.	\$15.65
59 to 69 ft.	None Available
70 to 106 ft.	\$16.75
115 to 149 ft.	\$19.16

E. EVENTS

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

Water area	\$0.0363 per square foot per day. This rate cannot supersede or be used in lieu of moorage rates.
Land area	\$0.0411 per square foot per day. A minimum charge of \$132.50 per day will be applied to Land area use, or a minimum of the square foot rate, whichever is greater.
Central Plaza	\$132.50 per day
Garden Area	\$132.50 for every two hours. Minimum fee is \$132.50 <i>Garden Area may not be available during construction in 2018/2019.</i>
North Parking Lot	\$132.50 per day. Minimum fee is \$132.50
Hoist Use	\$127.20 per day. Minimum fee is \$127.20

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

ITEM 3110

DRY MOORAGE RATE

A. DRY MOORAGE

	Rate per Foot	Minimum Charge Per Month
Month-to-month Lease.....	\$8.96	\$134.40

Leasehold tax is in addition to named rates. Rate per Extreme Length of Vessel (ELOV). Shilshole Bay Marina Management may adjust the minimum charge per month to make the best use of available space.

B. KAYAK MONTHLY STORAGE

Minimum Charge per Month - \$46.97

C. SEASONAL VESSEL STORAGE

Month-to-month lease: Rate per Foot - \$6.50 Minimum Charge per Month - \$117.00

Season from September 5 to May 31.

Leasehold tax is in addition to named rates. Rate per Extreme Length of Vessel (ELOV).

Shilshole Bay Marina Management may adjust the minimum charge per month to make the best use of available space.

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

When adjustment is made to rate, Item 3110(E) "Event Rates" is to be adjusted in the same proportion.

ITEM 3120

FEES & DISCOUNTS

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. BOAT PUMPING

With Operator - \$100.00 per hour with a minimum fee of one (1) hour.

C. ELECTRIC

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

D. GUEST MOORAGE ELECTRICITY SERVICE

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

Power	Fee
30 AMP	\$ 5.00
50 AMP	\$10.00
100 AMP	\$20.00

E. HOIST

Hoist usage is \$40.00 per hour with one-half (1/2) hour minimum of \$20.00. Hoists are not intended for use by those vessels requiring overhaul, repair, vessel painting, etc. Customers will be required to sign a "Hold Harmless Agreement."

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



PORT OF SEATTLE

F. RESERVATIONS

1. Individual

Individual guest moorage reservations require a deposit equal to the moorage fees for the entire length of stay. This deposit is fully refundable up to 24 hours in advance of the check-in time.

2. Group

Group moorage reservations require the fleet captain or group's organizer to make a deposit equal to the moorage fees for their vessel for the groups' length of stay at the time the group reservation is made. This deposit is fully refundable up to 24 hours in advance of the check-in time.

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

3. Charter Vessels

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

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

G. SUBLEASE

A sublease fee of \$50.00 will be paid to the Marina by the sublessee prior to moving their vessel into the slip.

Should slip owner fail to register their sublease with the Marina, the sublessor (slip owner) may be required to pay a fee of \$75.00 to the Marina.

H. ACCESS FOBS - CUSTOMER

An access key fob must be purchased to gain access to the marina. A non-refundable fee of \$10 each will be assessed for key fobs issued to each slip, up to the maximum of six fobs.

A maximum of six fobs may be assigned to a slip. Customers who need more than six fobs should inquire at the office, as more may be assigned at managers' discretion. Any fobs purchased in excess of six will be assessed a non-refundable fee of \$40 each.

Once purchased, key fobs will be the property of the purchaser. Owning a key fob does not guarantee access to the marina.

Upon termination of moorage, the key fob may be kept or recycled at the marina office. Upon termination, all key fobs associated with the terminated account will automatically be deactivated.

Every 2 years, the access fob will automatically deactivate. At that time, current customers can come to the marina office to reactivate the fob.

I. KEYS

A fee of \$25 will be assessed for extra or replacement bike locker keys, bike corral keys, dry storage keys, or any other issued hard key. Upon moorage termination date, keys not returned after 10 days will be assessed a fee of \$25.

J. ACCESS FOBS – MARINE BUSINESSES

An annual fee of \$50.00 will be charged for each fob issued under an Application for Marine Business Access.

K. WAIT LIST

The moorage waitlist fee is \$100.00 and is non-refundable. For promotional and marketing purposes, a promotional discount may be issued for a reduced waitlist fee for a specified period of time.

L. CHANGE REQUEST

A fee of \$50.00 will be charged to a moorage customer requesting to move into a different moorage slip.

Note: New customers may submit a Change Request free of charge within three days of assignment of moorage.

M. LIVEABOARD

A monthly fee of \$90.00 per berth/vessel, including leasehold tax, is required in order to maintain authorization to liveaboard.

Category	1/18 – 12/18	*1/19 – Restroom Completion	*Restroom Completion – 12/19	1/20 – 12/20
Liveaboard			\$117.35/month	\$117.35/month +CPI
Grandfathered Liveaboard	\$90.00/month	\$95.00/month	N/A	N/A
New LAB	\$117.35/month	\$117.35/month	N/A	N/A

**The \$5/month annual escalation in Grandfathered Liveaboard fees will remain in effect until the restrooms are completed and being used by customers.*

N. NEW LIVEABOARD

Anyone entering into a liveaboard agreement commencing on or after January 1, 2016 will pay a liveaboard fee of \$117.35 per month per berth/vessel, including leasehold tax. Timely payment of liveaboard fees is required in order to maintain authorization to liveaboard. Liveaboard fees are subject to review, and may be reassessed in conjunction with other Port of Seattle liveaboard facilities.

O. PARKING PERMIT

A fee of \$300.00 will be charged for one additional or to replace a current-year parking permit at Shilshole Bay Marina. This fee can be prorated for a partial year at \$25.00 per month. This fee is subject to sales tax.

P. DINGHY RACK

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

Q. CLEAT INSTALLATION

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

R. BIKE LOCKER RENTAL

Bike lockers are available for rental at Shilshole Bay Marina on a first come basis. Rental rates are as follows: Monthly \$25.00

S. 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.



T. COLLECTION FEES ON DELINQUENT ACCOUNTS

When delinquent accounts (see Item 1100(Z) 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

U. 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.

V. IMPOUND

An impound fee of \$150.00 will be assessed if the Port impounds a vessel, gear locker, or other gear by placing a chain or other such means to secure the vessel, gear locker, or other gear for non-payment of Port charges (See Item 1100(Z)). An impound fee of \$54.34 will be charged for vessels in guest moorage at Shilshole Bay Marina.

W. LABOR

[Port of Seattle Terminals Tariff No. 5](#) rates shall be used for all labor furnished at Shilshole Bay Marina. A one-half (1/2) hour minimum per person will be billed.

X. LATE FEES ON PAST DUE INVOICES

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

Y. 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](#).

Z. 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](#).

AA. VIOLATION FEE

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

BB. LOCKER BOX CLEANING AND ABANDONED ITEM(S) REMOVAL FEE

A minimum fee of \$100.00 will be assessed if, upon termination or change of berth, a customer has not cleaned out his/her locker box or has left abandoned equipment, garbage, or other items at the slip. Labor, disposal, and replacement charges may be assessed in addition to the minimum fee of \$100.00.

CC. BARBECUE GRILL RENTAL

For boating or yacht clubs with 7 vessels or fewer, barbecue grills rent for \$125.00 a day. For boating or yacht clubs with 8 vessels or more, barbecue grills rent for \$50.00 a day.

**DD. LATE REGISTRATION – GUEST MOORAGE**

A late registration fee of \$25 may be charged to guest moorage customers who register with the office two hours or more after their vessel's arrival.

EE. RETAINER LIST

There is a \$50 one-time, non-refundable, non-transferable fee to be added to the Retainer List.

ITEM 3130**RATES****A. ELECTRIC SERVICE RATES**

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

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

B. SEAFOOD SALES RATE

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

WA 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 SHILSHOLE BAY MARINA