



**Notice of Moorage Tariff No. 6 SBM Changes
Effective January 1, 2019
at Shilshole Bay Marina**

(Approved Nov. 19, 2018)

1. Change Titles for Tracy McKendry & Kenneth Lyles

PRESENT:

ITEM 1 - TITLE PAGE

ALTERNATE ISSUING AGENT

Tracy McKendry
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CHANGE:

ITEM 1 - TITLE PAGE

ALTERNATE ISSUING AGENT

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DEFINITIONS

2. Move All Definitions Regarding Charter Boats, Tribal and Commercial Fishing Vessels to Their Own Section

Pulled from Definitions, compiled into:

ITEM 4000
CHARTER, TRIBAL AND COMMERCIAL FISHING VESSELS

3. Reorder “Definitions” Section to Alphabetical Order

PRESENT:

ITEM 1100
DEFINITIONS
In random order

CHANGE:

ITEM 1100
DEFINITIONS
In alphabetical order

4. Remove Sunday From the Definition of a Peak Weekend

PRESENT:

ITEM 1100
DEFINITIONS

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

CHANGE:

ITEM 1100
DEFINITIONS

S. PEAK WEEKENDS
Friday and Saturday during the months of June, July, August and September.

5. Add Definition of Seaworthiness

PRESENT:

ITEM 1100 DEFINITIONS

None

W. SMALL CRAFT - moved down by 1 bullet point to become point X, along with all points following.

CHANGE:

ITEM 1100 DEFINITIONS

W. SEAWORTHINESS

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

RULES

6. Move all Rules Regarding Charter Boats, Tribal and Commercial Fishing Vessels to Their Own Section

Pulled from Rules, compiled into:

ITEM 4000 CHARTER, TRIBAL AND COMMERCIAL FISHING VESSELS

7. Revise Statement of Port Rights to Board Vessels in Item A, Point 7 *(This change must be made in two places in Rules; here and at Item J)*

PRESENT:

ITEM 2100 RULES AND REGULATIONS A. SHILSHOLE BAY MARINA GENERAL

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.

CHANGE:

ITEM 2100

RULES AND REGULATIONS

A. SHILSHOLE BAY MARINA

GENERAL

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

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

8. Insurance Non-Compliance

PRESENT:

ITEM 2100

RULES AND REGULATIONS

A. SHILSHOLE BAY MARINA

GENERAL

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.

CHANGE:

ITEM 2100

RULES AND REGULATIONS

A. SHILSHOLE BAY MARINA

GENERAL

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.

Failure to present up to date proof of insurance may result in a non-compliance fee, and may lead to termination of moorage.

9. Modify Language Regarding Supervision of Children.

PRESENT:

ITEM 2100

RULES AND REGULATIONS

A. SHILSHOLE BAY MARINA

GENERAL

SAFETY

12. Children under twelve (12) years of age are not permitted on piers unless accompanied by a parent or other responsible adult.

CHANGE:

ITEM 2100

RULES AND REGULATIONS

A. SHILSHOLE BAY MARINA

GENERAL

SAFETY

12. Keeping children safe is a priority at Shilshole Bay Marina. Children under twelve (12) years of age are not permitted on the docks at any time without a parent or other responsible adult. Life jackets are recommended for children on the docks as well as all non-swimmers. Shilshole Bay Marina is part of the Boat US Foundation Life Jacket Loaner for Kids program. Moorage customers and marina visitors may check out a free child life jacket for a day at the Marina Office. Valid photo ID is required.

10. Electrical Charging for Customer's Cars

PRESENT:

ITEM 2100

RULES AND REGULATIONS

A. SHILSHOLE BAY MARINA

GENERAL

13. 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....

CHANGE:

ITEM 2100

RULES AND REGULATIONS

A. SHILSHOLE BAY MARINA

GENERAL

13. 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.
- Electric Charging – Until designated electric charging stations are installed, customers may use the spaces next to light poles with working electrical connections to charge their cars.
- 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.
- Customers may park at electrical charging stations only while their cars are plugged in and charging. Once charged, cars must be moved to a regular parking space.
- All vehicles must be used at least once every 15 days....

11. Parking Stickers Must Be Changed Out by End of January

PRESENT:

ITEM 2100 RULES AND REGULATIONS

A. 13. CUSTOMER/LIVEABOARD RESPONSIBILITIES:

- NONE
- 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.

CHANGE:

ITEM 2100 RULES AND REGULATIONS

A. 13. CUSTOMER/LIVEABOARD RESPONSIBILITIES:

- Parking permits are available in the marina office each year beginning in December. Current year Parking Permits must be affixed to the customer's car windshield by the end of January.
- Post Parking Permit on front windshield near the bottom for easy viewing. If a permit is not seen in this location, it will be assumed that the vehicle does not have a permit.

12. Add Examples of Permitted Watercraft.

PRESENT:

ITEM 2100 RULES AND REGULATIONS

A. 18

Move current point 18, and all following points down by one.

CHANGE

ITEM 2100 RULES AND REGULATIONS

A. 21

Permitted Watercraft are boats/vessels designed for navigation on open waters, capable of being used as a means of transportation and used for recreational or commercial boating. Permitted vessels/boats are of a class or a type designated by convention as a self-propelled boat/vessel, an auxiliary boat/vessel, or a sailboat/powerboat.

13. Clarify Details Regarding Guest Reservations. Edit Reference to Group Reservations, as they are Now Handled as Yacht Clubs.

PRESENT:

ITEM 2100 RULES AND REGULATIONS

E. GUEST REGISTRATION

28. 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.

CHANGE:

ITEM 2100 RULES AND REGULATIONS

E. GUEST REGISTRATION

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. A reservation does not guarantee a slip on H-dock.

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

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

14. Revise Statement of Port Rights to Board Vessels in Item J *(This change will be made in two places in Rules; here and at Item A, Point 7)*

PRESENT:

ITEM 2100
RULES AND REGULATIONS

J. 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.

CHANGE:

ITEM 2100
RULES AND REGULATIONS

J. SEAWORTHINESS

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

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

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

15. Rework Guideline on Posting of Tariff

PRESENT:

ITEM 2100
RULES AND REGULATIONS

R. REMOVAL OF VESSELS FOR NON-PAYMENT OF CHARGES

8. 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.

CHANGE:

ITEM 2100
RULES AND REGULATIONS

R. REMOVAL OF VESSELS FOR NON-PAYMENT OF CHARGES

8. The Port shall at all times conspicuously post this tariff. Posted, in this instance, means that the tariff is available online and a copy is available in the Marina office.

16. State Dinghy Monitoring Rule

PRESENT:

ITEM 2100
RULES AND REGULATIONS

None. Existing bullet point "O" moved down by one to allow for this addition

CHANGE:

ITEM 2100

RULES AND REGULATIONS

U. DINGHY MONITORING

Moorage customers shall monitor their dinghies to keep them free of water or other accumulation. Dinghies that staff must pump out to prevent sinking will be subject to the Boat Pumping Fee. Repeated need for pump-outs may lead to termination of moorage.

17. Mast and Gear Storage

PRESENT:

ITEM 2100
RULES AND REGULATIONS

None. Existing bullet point "P" moved down by one to allow for this addition

CHANGE:

ITEM 2100
RULES AND REGULATIONS

V. MAST & GEAR STORAGE

Storage of masts or other gear may be arranged in Seasonal Dry Storage, as space is available, per management approval.

18. Limitations on Tarp Usage

PRESENT:

ITEM 2100
RULES AND REGULATIONS

None - New

CHANGE:

ITEM 2100
RULES AND REGULATIONS

AA. TARPS ON VESSELS

Tarps are allowed on vessels in the marina when used to cover work in progress, as per regulations from the [Required Management Practices](#), or for temporary problems. Tarps must look neat, be free of mold, mildew, oil, excess paint, or other contaminants, and be firmly secured in ship shape. Tarps shall not be used as long-term solutions to vessel problems such as leakage, damage, or rot; any problems covered by a tarp must be repaired in a timely manner.

RATES

19. Move all Rates & Fees Regarding Charter Boats, Tribal and Commercial Fishing Vessels to Their Own Section

Pulled from Rates, compiled into:

ITEM 4000
CHARTER, TRIBAL AND COMMERCIAL FISHING VESSELS

20. Increase Guest Moorage Rates by 7%

PRESENT:

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
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.

CHANGE:

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	\$1.87	\$1.61	\$2.14	\$1.87	\$2.68	\$2.41
Off Peak Season	\$1.61	\$1.34	\$1.61	\$1.34	\$2.68	\$2.41
All Weekends	\$1.87	\$1.61	\$2.14	\$1.87	\$2.68	\$2.41
Short Stay Up to 6 Hours	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
Minimum Charge*	\$32.20	\$26.80				

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

21. Increase Non-Commercial Monthly Moorage Fee by 7%

PRESENT:

ITEM 3100

RATES

B. MONTHLY MOORAGE AGREEMENT – NON COMMERCIAL

Slip Size	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

CHANGE:

ITEM 3100

RATES

B. MONTHLY MOORAGE AGREEMENT – NON COMMERCIAL

Slip Size	Rate
18 to 26 feet	\$12.58
30 ft.	\$12.84
34 ft.	\$13.85
36 ft.	\$13.97
38 ft.	\$14.02
40 ft.	\$14.30
42 ft.	\$14.34
46 ft.	\$15.00
50 ft.	\$15.74
60 to 64 ft.	\$16.75
65 to 69 ft.	\$16.90
70 to 110 ft.	\$17.58
111 ft. and over	\$20.50

22. Increase Water Area for Floats Owned by Tenant Rate by the CPI of 3.1%

PRESENT:

ITEM 3100

RATES

C. WATER AREA FOR FLOATS OWNED BY TENANT

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

CHANGE:

ITEM 3100

RATES

C. WATER AREA FOR FLOATS OWNED BY TENANT

\$0.182 per square foot of water space per month.

23. Increase Non-Commercial Monthly End of Pier Rate by 7%

PRESENT:

ITEM 3100

RATES

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

CHANGE:

ITEM 3100

RATES

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.	\$16.75
59 to 69 ft.	None Available
70 to 106 ft.	\$17.92
115 to 149 ft.	\$20.50

24. Increase Event Rates by 7%

PRESENT:

ITEM 3100

RATES

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.

CHANGE:

ITEM 3100

RATES

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	\$0.0388 per square foot per day. This rate cannot supersede or be used in lieu of moorage rates.
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Land area	\$0.0440 per square foot per day. A minimum charge of \$141.78 per day will be applied to Land area use, or a minimum of the square foot rate, whichever is greater.
Central Plaza	\$141.78 per day
Garden Area	\$141.78 for every two hours. Minimum fee is \$141.78 <i>Garden Area may not be available during construction in 2019/2020.</i>
North Parking Lot	\$141.78 per day. Minimum fee is \$141.78
Hoist Use	\$136.10 per day. Minimum fee is \$136.10.

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

25. Increase Dry Moorage Rates by 7%

PRESENT:

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.

CHANGE:

ITEM 3110 DRY MOORAGE RATE

A. DRY MOORAGE

	Rate per Foot	Minimum Charge per Month
Month-to-month Lease.....	\$9.59	\$143.85

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.

26. Increase Kayak Monthly Storage Rate by 7%

PRESENT:

ITEM 3110
DRY MOORAGE RATE

B. KAYAK MONTHLY STORAGE

Minimum Charge per Month	-	\$46.97
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CHANGE:

ITEM 3110
DRY MOORAGE RATE

B. KAYAK MONTHLY STORAGE

Minimum Charge per Month	-	\$50.26
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27. Increase Seasonal Vessel Storage Rate by 7%. Remove 3/8 Rule & Reference to Rates for Item 3110 (E)

PRESENT:

ITEM 3110
DRY MOORAGE RATE

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.

CHANGE:

ITEM 3110
DRY MOORAGE RATE

C. SEASONAL VESSEL STORAGE

Month-to-month lease: Rate per Foot - \$6.96 Minimum Charge per Month - \$125.19

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.

28. Mast and Gear Storage

PRESENT:

ITEM 3110
DRY MOORAGE RATE

D. None

CHANGE:

ITEM 3110
DRY MOORAGE RATE

D. MAST & GEAR STORAGE

Storage rate is \$20/month; availability per manager approval only.

29. Include Dinghies in the Charge for Boat Pumping

PRESENT:

ITEM 3120
FEES & DISCOUNTS

D. BOAT PUMPING

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

CHANGE:

ITEM 3120
FEES & DISCOUNTS

D. BOAT PUMPING

For all vessels, including dinghies, fee starts at \$100.00 per hour with a minimum charge of one (1) hour.

30. Rework Language Regarding Electric Service.

PRESENT:

ITEM 3120 FEES & DISCOUNTS

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.

CHANGE:

ITEM 3120 FEES & DISCOUNTS

C. ELECTRIC

Service at 120 volt, 30 ampere capacity; 120 volt, 50 ampere capacity; or 120/240 volt, 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.

31. Rework Guest Moorage for Yacht Club Reservations.

PRESENT:

ITEM 3120 FEES & DISCOUNTS

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.

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

CHANGE:

ITEM 3120
FEES & DISCOUNTS

F. GUEST MOORAGE RESERVATIONS

Guest moorage reservations require a deposit equal to the moorage fees for the first day of stay. This deposit is fully refundable up to 24 hours in advance of the check-in time.

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

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

32. Change Fees and Define Number of Access Fobs Available to Customers

PRESENT

ITEM 3120
FEES & DISCOUNTS

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.

CHANGE

ITEM 3120
FEES & DISCOUNTS

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.

Each moorage account is eligible to receive:

- 2 fobs per account, **or**
- 1 fob for a registered partner, **or**
- 1 fob for each registered LAB

If an assigned fob is returned to the marina office damaged, it will be replaced for a \$10 fee. If the fob is lost, the replacement fee is \$50 per fob.

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, key fobs 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.

33. Increase Change Request Fee

PRESENT

ITEM 3120 FEES & DISCOUNTS

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.

CHANGE:

ITEM 3120 FEES & DISCOUNTS

L. CHANGE REQUEST

A fee of \$100.00 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.

34. Increase Grandfathered Liveaboard Fee by \$5.00 a Month.

PRESENT:

ITEM 3120 FEES & DISCOUNTS

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.*

CHANGE:

ITEM 3120

FEES & DISCOUNTS

M. LIVEABOARD

Category	*1/19 – Restroom Completion	After Restroom Completion	1/21 – 12/21
Liveaboard		\$117.35/month	\$117.35/month +CPI
Grandfathered Liveaboard	\$95.00/month	N/A	N/A
New LAB	\$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.*

35. Adjust Late Fees on Past Due Invoices

PRESENT:

ITEM 3120

FEES & DISCOUNTS

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.

CHANGE:

ITEM 3120

FEES & DISCOUNTS

X. LATE FEES ON PAST DUE INVOICES

Statements covering fees in this tariff, as issued by the Port, are due and payable on the due date. Invoices listed on a statement that are past due may be subject to a late fee equal to the greater of

\$25 or 10% per month on invoices \$100 or more.

36. Increase Fee and Edit Language on Vessels Which Fail to Register or Leave Without Payment.

PRESENT:

ITEM 2100
RULES AND REGULATIONS

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.

CHANGE:

ITEM 2100
RULES AND REGULATIONS

DD. LATE REGISTRATION – GUEST MOORAGE

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

37. Insurance Non-Compliance Fee

PRESENT:

ITEM 3120
FEES & DISCOUNTS

None

CHANGE:

ITEM 3120
FEES & DISCOUNTS

FF. INSURANCE NON-COMPLIANCE FEE

The insurance non-compliance fee is \$50. Continuing non-compliance is grounds for termination of moorage.

38. Add a Fee for Electric Car Charging

PRESENT:

ITEM 3120
FEES & DISCOUNTS

None

CHANGE:

ITEM 3120
FEES & DISCOUNTS

GG. ELECTRIC CAR CHARGING

Until such time that electric vehicle charging stations are installed at Shilshole Bay Marina, the outlets on lamp poles in the parking lot will be available for marina customers to charge electric vehicles. To access the locked outlets, marina customers must apply for an access key and pay a \$100.00 monthly charge. The charge is based on 40kWh charge per day for 30 days/month. The customer will receive an Electric Vehicle Charging Permit that must be posted in the vehicle on the side of the car's electrical outlet. In order to terminate this monthly charge, the access key and Electric Vehicle Charging Permit must be turned in. If a customer loses an outlet key, there will be a \$100 fee to rekey all the outlet covers and issue new customer keys. Vehicles that are found to be accessing light pole outlets without the posted charging permit may be unplugged by marina staff.

39. Organize Charter, Tribal and Commercial Fishing Vessel Definitions, Rules and Regulations Scattered Throughout the Tariff, and Combine Them into One Section.

ITEM 4000
CHARTER, TRIBAL AND COMMERCIAL FISHING VESSELS

ITEM 4100
DEFINITIONS

A. ACTIVE TRIBAL FISHING VESSELS

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

B. CHARTER VESSELS

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

C. COMMERCIAL FISHING

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

D. COMMERCIAL FISHING VESSEL

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

E. INACTIVE TRIBAL FISHING VESSELS

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

F. PROCESS

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

G. RETAIL OPERATIONS

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

H. SEAFOOD

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

ITEM 4200

RULES & REGULATIONS

I. COMMERCIAL USE OF FACILITIES

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.

J. CHARTER VESSEL REGISTRATION AND PROCEDURES

1. Registration - All charter vessels owners or operators shall pre-register at the Marina Office prior to arrival. Reservations shall be taken for all charter vessels and shall be subject to the moorage charges named in Item 3100(A). Charter vessels shall moor in assigned areas only. The Fuel Dock is not an assigned area.
2. Declaration of Security - In compliance with [33CFR105](#) (Code of Federal Regulations), all passenger vessels certified to carry 150 passengers or more must have a Declaration of Security registered with the marina 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.
3. 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.
4. Time Limit - The maximum time allowed to load or unload at the charter float is one (1) hour. Management has the option to establish a contract for specialized moorage in extenuating and unusual circumstances.

K. COMMERCIAL FISHING VESSELS

1. Conditions - Moorage for commercial fishing vessels as provided for in this item applies only when such vessels are moored in areas and locations designated for such use by signs labeled "Commercial Vessels". For moorage in other areas, see Item 3100.
2. Moorage
 - Per Vessel - During season when the State of Washington has authorized Area 10 open for commercial fishing, or as posted at Shilshole Bay Marina, vessel will be subject to daily fishing rate in accordance with Item 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.

3. Registration and Procedures

- Charges Due Upon Arrival - All moorage charges must be paid upon arrival of the vessel to the Marina.
- Registration - Vessels will be subject to the charges outlined in Item 3100 during commercial fishing season.
- 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.
- 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.

L. TRIBAL VESSEL REGULATIONS

1. 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. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. **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 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.
8. **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.
9. **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.
10. **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.

M. TRIBAL FISHING VESSEL REGISTRATION AND PROCEDURES

1. **Conditions** - Shilshole Bay Marina Management reserves the right to honor agreements entered into by the Executive Director and tribal partners.
2. **Registration** - Tribal vessels shall register and show proof of tribal affiliation upon arrival at Shilshole Bay Marina.
3. **Moorage** - Active tribal fishing vessels shall be exempt from moorage fees during the tribal fishing season only. Moorage for tribal fishing vessels is limited to designated areas of the Tribal Dock unless authorized by Shilshole Bay Marina Management. Inactive tribal fishing vessels may be subject to moorage charges.

N. 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. **Eligibility**
 - The Port reserves the sole right to interpret these regulations, and the Port's interpretation is final.
 - Fish products sold from a vessel will be required to have been caught by that vessel.
 - 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.
 - Vessel owners must register crew members when registering the vessel.
 - 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.

- 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.
3. 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 time 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.
 - 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.
 4. 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.
 5. Assignment of Moorage
 - 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.
 - 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.
 - Moorage space cannot be subleased.
 - 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.
 - 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.
 - 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.
 - 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.

- Failure to comply with the policy may result in the termination of the moorage agreement between the Port of Seattle and the moorage customer.
6. Business Operations
- 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.
 - Commercial fishing vessels engaged in retail operations are responsible for maintaining a clean and sanitary area immediately adjacent to their vessel.
 - 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.
 - The disposal of garbage is the responsibility of the commercial fishing vessel.
7. Safety Considerations
- 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.
 - Seafood retail operators shall not allow the public to board or climb upon the vessel for the purposes of purchasing seafood.
 - 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, barbeques or other cooking devices; electrical extension cords or other electrical devices, and the placement of any tents or structure on the docks adjacent to the seafood sales area.
 - 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

O. INSURANCE REQUIREMENTS

1. Liability coverage in the amount of \$1,000,000 (one million dollars) is required for any charter or other vessel for commercial hire, including bare boat charters. Vessel dealers and brokers, sailing clubs, and events held on Port premises will be required to carry marine general liability coverage tailored to their operations and/or number of vessels. The Port is to be listed as an additional insured.
2. Any commercial fishing or other commercial vessel of an industrial nature such as a tug, dive, research or barge is required to carry a minimum of \$300,000 (three hundred thousand dollars) of liability insurance if moored for 30 days or more. Wreck removal and pollution prevention coverage is also required.
3. Liability insurance is to remain current and in effect at all times as a condition of moorage. Evidence of insurance may be requested by Marina Management at any time.

P. ENFORCEMENT OF POLICY

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

1. 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.
2. 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.
3. 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.
4. 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.

ITEM 4300
RATES & FEES

Q. CHARTER & EXCURSION RATES PER FOOT OF EXTREME LENGTH OF VESSEL (ELOV)

0 - 49 ft.		50 - 99 ft.		>100 ft.	
Regular Rate	Reservation Rate	Regular Rate	Reservation Rate	Regular Rate	Reservation Rate
\$2.25	\$2.00	\$2.50	\$2.25	\$3.00	\$2.75

R. CHARTER VESSEL RESERVATIONS

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.

S. 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.

40. Delete Hoist Fee for Fish Buyers. Move Current Item D up to C.

PRESENT

ITEM 4300

RATES & FEES

D. HOIST:

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](#).

CHANGE

ITEM 4300

RATES & FEES

D. NONE

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

All rules, regulations and changes conflicting with the changes are hereby repealed.