

**FISHERMEN'S TERMINAL PIERS AND PROPERTIES  
MOORAGE AGREEMENT  
FOR NON-COMMERCIAL VESSELS**

The Port of Seattle (the "Port") hereby grants to the undersigned boat owner, or duly authorized representative ("Lessee"), moorage space at the Port's Fishermen's Terminal ("Terminal"), for the non-commercial vessel designated below on the following terms and conditions:

**1. Priority of Moorage Assignment** - Vessels not engaged in commercial fishing or commercial marine operations (non-commercial vessels) will be permitted only so far as they do not displace commercial fishing vessels, commercial marine operations, or impede fishing or industrial activities. Non-commercial vessels will be placed on a slip-by-slip basis in vacant moorage areas, the number as deemed appropriate by Fishermen's Terminal management and as determined by staff to be in a manner that fits into the best interests of the commercial fishing community.

**2. Moorage at a Working Terminal** - Lessee understands that moorage is being provided at a working commercial terminal, and this moorage may be affected by the customary activities (e.g., noise, lights, odors) at a working terminal. All reasonable steps shall be taken to maintain the industrial nature and function of Fishermen's Terminal and to minimize the effects of vessels not engaged in commercial fishing or commercial marine operations on the industrial nature and function of the Terminal.

**3. Reserved Moorage Fees** - To obtain a reserved moorage space, Lessee hereby agrees to pay in advance the monthly fees provided by the Port's posted Schedule of Rules, Regulations and Charges applicable to all moorage at the Terminal. The Port reserves the right to change this Schedule from time to time, and Lessee hereby agrees to comply at all times throughout the period of this Agreement with the Schedule as it may be changed. Failure by Lessee to pay fees and all other charges provided in the Schedule on time and in accordance with this Agreement will result in loss of moorage reservation priority and may result in other actions by the Port as outlined below. This Agreement shall not become effective until Lessee pays the Port the initial monthly fee indicated below and also pays an equal sum which shall be held by the Port as a deposit pending termination of this Agreement and settlement by Lessee of all sums due to the Port.

**4. Moorage Assignment Changes** - The Port reserves the right to change moorage assignments as necessary for the efficient operation of the Terminal or for other causes. In the event of such changes, Lessee who has paid for reserved moorage pursuant to above shall receive a new moorage assignment as nearly comparable in location to the former moorage assignment.

**5. Utilities and Services** - Lessee agrees to pay for all electricity and other utilities or services which shall be furnished to his or her boat at the established rates provided by the then applicable Schedule of Rates posted by the Port, or if not covered by such a posted Schedule, as established by the Terminal Management. The Port does not guarantee the continuity of continued services to a vessel, and specifically with regard to electric services, does not guarantee the continuity or characteristics of such service and its compatibility with the vessel's electric circuit protector, if any.

**6. Default** - In the event that Lessee does not pay, as herein provided, the fees and/or other charges which are accrued in favor of the Port, or Lessee otherwise violates the provision of this Agreement, the Port may, without any advance notice, take possession of his or her boat, its tackle, apparel, fixtures, equipment and furnishings and retain such possession at the Terminal or elsewhere until all charges then owing, and all charges which shall thereafter have accrued are fully paid, and any and all other violation of the Agreement have been cured. In addition, or as an alternative, the Port may, on five days written notice, deliver to Lessee's address stated in this Agreement, (unless the violations recited in the notice have been cured within that time,) terminate Lessee's right to further moorage under this Agreement, but without prejudice to the Port's right to collect fees and utility charges under this Agreement until such time as the vessel is removed from the Terminal. The remedies thus provided herein are in addition to, and are not in lieu of, any other rights which the Port may have by virtue of Federal, State and local Statutes, Ordinances and Law. In any action or proceeding for the collection of any sums which may be payable hereunder, Lessee agrees to pay to the Port, in addition to the balance due, a reasonable sum for the Port's expenses and attorney fees. Lessee, whose signature appears below, agrees and does authorize the Port to take possession of and sell the boat, at public auction and pursuant to written notice, if moorage or other charges remain unpaid for a period of ninety (90) days or more, or if the boat is not removed from the Terminal or Port property after having been duly notified in writing to this effect.

**7. Waiver of Responsibility** - It is mutually agreed that the Port does not accept Lessee's vessel for storage and shall not be liable or responsible in any manner for its safe keeping and condition of its tackle, apparel, equipment, and/or furnishings. It is further agreed that the Port will not be liable or responsible for any personal injuries suffered by Lessee or his or her agents or invitees arising from any cause upon the boat, Terminal premises or premises adjacent thereto. Terminal premises adjacent to the moorage space have been inspected by Lessee and are accepted by him in their present condition. Lessee agrees to keep them neat, clean, orderly and free as possible from all inflammable substances. Lessee agrees to indemnify and hold the Port harmless from any loss, damage or injury resulting from the acts or omissions of Lessee, his or her agents, invitees or employees.

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**8. Compliance With Laws and Regulations** - Lessee agrees to comply with all applicable Federal, State and local laws, Statutes and Ordinances, and all rules, regulations and special instructions issued by the Terminal Management or its agents. These laws include but are not limited to environmental laws which in any manner apply to the Lessee's operation or use of the premises. Such compliance shall include but is not limited to the payment of all applicable taxes, license fees, or penalties. Lessee will not maintain anything that may be dangerous to life or limb, or permit any objectionable noise or odor on his vessel, Facility premises, or premises adjacent thereto or permit anything to be done on said premises which in any way will tend to create a nuisance or disturb any other vessel owner, guest, or lessee of the Port. Lessee will allow the Port or its agents free access at all times to his or her vessel for the purpose of inspection, moving the mooring or removing the vessel, fighting fires or remedying or preventing any casualty or potential hazard.

**9. Pollution** - The Lessee shall bear sole responsibility for any pollution which may occur as a result of his or her operations, including but not limited to soil, air, water, noise, or other pollution. This responsibility shall include but is not limited to any costs (including attorneys' and consultants' fees), penalties, or other liabilities imposed or sought to be imposed as a result of such pollution.

**10. Assignment of Agreement and/or Moorage** - Lessee shall not assign or transfer this Agreement or any interest therein, or any interest in the moorage designated by this Agreement, and Lessee shall not use that moorage for any commercial purpose without prior written permission of the Terminal Management. Use of the moorage space is personal to Lessee, and a person purchasing the vessel designated below from Lessee will not thereby acquire rights under this Agreement, or rights to use the moorage designated in this Agreement.

**11. No Living Aboard** - Liveaboards will not be permitted on non-commercial vessels.

**12. Term** - This Agreement shall become effective on the date stated below and remain in force unless terminated by written notice given by either party to the other fifteen (15) days preceding the fifteenth (15) day or the end of the month in which it is desired for termination to become effective. In addition, the Port may terminate any moorage agreement for non-commercial vessels by giving Lessee at least thirty (30) days written notice prior to the end of any month based on the needs of commercial and fishing businesses and the customary activities of the working Terminal. Order of termination will be determined on a last in-first out basis.

**13. Amendment Attached:** Ecology Letter

		<i>Customer Initial</i>	<i>Port Initial</i>	CUSTOMER NUMBER
CUSTOMER BILLING NAME			RECEIPT NUMBER	
ADDRESS		CITY		STATE      ZIP CODE
<i>TELEPHONE NUMBER(S):</i>	HOME	WORK		OTHER
EMAIL ADDRESS:				
VESSEL NAME/NUMBER	COAST GUARD DOCUMENT NUMBER	HOME PORT		TYPE OF VESSEL
DOCUMENTED LENGTH	LENGTH OVERALL	BEAM		DRAFT
BERTH NO.	DATE OF OCCUPANCY	MONTHLY RATE	LEASEHOLD TAX	TOTAL
			+	=
PORT OF SEATTLE AUTHORIZATION	DATE	VESSEL OWNER/AGENT		DATE

Fishermen's Terminal | 3919 18th Ave. W. Seattle, WA 98119 | Ph. 787-3395 | Fax 787-3393



Dear Customer,

Greetings from Fishermen's Terminal! Thank you for choosing our facility to meet your boating needs. The Port of Seattle is committed to be the **“Greenest, Most Energy Efficient Port in North America.”**

In order for us to meet these standards, it is essential that our staff and customers operate in full compliance with all applicable federal, state and local laws, statutes and ordinances, and all rules, regulations and special instructions concerning water quality and pollution prevention.

Please be advised that we are **not a boatyard** and any in-water maintenance and repair is limited. Extensive work or modifications must be conducted at a boatyard or shipyard.

- **Hot Work:** Limit your work to Level 1 and/or Level 2 hot work for repairs and modifications to the superstructure, deck and hull. Welding and cutting permits must be obtained from the City of Seattle Fire Department Fire Marshal's Office (206) 689-WELD
- **Dock Hot Work on Wood Docks is prohibited:** Absolutely no hot work, grinding or cutting on “wood docks” is to be done on the dock while in port. All hot work must be performed on board vessel (compliance with above requirements).
- **Debris Management:** Any debris from over the water painting, grinding, welding, chipping, surface preparation or sanding must be contained and cannot enter the water.
- **Note:** The Department of Ecology limits the amount of painting on a vessel to 25% of the vessels hull area above the water-line.
- **Debris Controls:** Any over water work must be conducted from the dock or permanent work float so Tarps can be attached securely. Examples of proper tarping and information on disposal are available at the main terminal office.
- **Hull Cleaning:** Bottom scraping and cleaning requires haul out.
- **Hazardous Material Disposal:** Sewage, oils/fluids, garbage, cleaners, etc. must be disposed of properly. See <https://ecology.wa.gov/Waste-Toxics> for details and locations for proper disposal of hazardous waste.

Your signature acknowledges receipt and understanding of this document.

Sincerely,  
*Rut Perez-Studer*  
Rut Perez-Studer, MBA, LEED AP  
Sr. Manager, Fishing and Commercial  
Vessels  
Fishermen's Terminal

Date \_\_\_\_\_  
Vessel Name \_\_\_\_\_  
Customer Name \_\_\_\_\_  
Signature: \_\_\_\_\_