



## **MOORAGE TARIFF #6 – PORT OF SEATTLE FISHERMEN'S TERMINAL & MARITIME INDUSTRIAL CENTER**

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### **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 FISHERMEN'S TERMINAL & MARITIME INDUSTRIAL CENTER**

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## MOORAGE RATES QUICK-REFERENCE RATE TABLE

<b>Moorage Rates per Foot or Fraction Thereof</b>	<b>0'-79'</b>	<b>80'-125'</b>	<b>Over 125'</b>
Active Fishing Vessels – Monthly	\$9.50	\$ 13.47	\$ 15.43
Active Fishing Vessels – Daily	\$ 1.01	\$ 1.40	\$ 1.72
Commercial Vessels – Monthly	\$ 13.60	\$ 14.75	\$ 16.80
Commercial Vessels – Daily	\$ 1.33	\$ 1.62	\$ 1.90

### NON-COMMERCIAL/RECREATIONAL VESSELS BY MONTHLY MOORAGE AGREEMENT

<b>Overall Length</b>	<b>Monthly Rate Per Foot or Fraction Thereof</b>	<b>Minimum Charge</b>
0 ft. to 20 ft.		\$ 335.60
21 ft. to 30 ft.	\$ 16.78	
31 ft. to 40 ft.	\$ 17.79	
41 ft. to 50 ft.	\$ 19.85	

### NON-COMMERCIAL/RECREATIONAL VESSELS BY TRANSIENT MOORAGE AGREEMENT

<b>Length Overall</b>	<b>Daily Rate Per Foot or Fraction Thereof</b>	<b>Minimum Charge</b>
Over 19 ft. to 40 ft.	\$ 1.90	\$ 38.00
Over 40 ft. to 79 ft.	\$ 1.90	\$ 77.90
Over 79 ft. to 125 ft.	\$ 2.10	\$ 168.00
Over 125 ft.	\$ 2.56	\$ 325.08



## EQUIPMENT RENTAL & SERVICES QUICK-REFERENCE TABLE

Equipment	Rates
Garbage Container Fee	\$ 94.31
Net Repair Area	\$ 35.45/day

### Guest Moorage Electricity Service:

Power	Fee
30 AMP	\$ 5.00 per day
50 AMP	\$ 10.00 per day
100 AMP	\$ 12.00 per day

### Hoist:

Type/Size	Minimum Usage	Rates
Cranes (Dock 9 & 6)	0.5 Hour	\$40.45/ Hour
West Wall Hoist 3 tons	0.5 Hour	\$82.72/ Hour
West Wall Crane 3 tons	0.5 Hour	\$141.87/ Hour

### Forklift Rental w/ Operator:

Rate per Hour Except as Noted	
3 ton or less	\$146.24(minimum fee of 1 hour)
Over 3 tons	\$146.24 (minimum fee of 1 hour)

### Forklift Rental w/o Operator:

Rate per Hour Except as Noted	
3 ton or less	\$85.22 (minimum of ½ hour)
Over 3 tons	Not available. Driver must be qualified by management



## **CUSTOMER CODE OF CONDUCT REQUIREMENTS FOR RESPECTFUL INTERACTIONS WITH STAFF**

Treat staff with respect: Always treat staff with respect and dignity.

Be patient: Staff may be busy attending to other customers or dealing with a problem. Be patient and wait for your turn. Don't interrupt or try to jump the queue.

Communicate clearly: When you communicate with staff, be clear and concise. Explain your needs or concerns calmly and politely. Don't raise your voice or use abusive language.

Adhere to Port of Seattle policies.

Be reasonable in your demands and expectations. Don't expect staff to do something that is beyond their control or ability.

We value your feedback: If you have a positive experience with staff, please let them know. Likewise, if you have a negative experience, provide feedback in a constructive and respectful manner.

Follow health and safety guidelines.

### **CODE OF CONDUCT**

Every member of the Port of Seattle team is committed to providing the best customer service possible while firmly adhering to the Port of Seattle Statement of Values. They are required to conduct themselves with the highest level of integrity, transparency, accountability, equity, and respect. If at any time you feel a staff member is not behaving accordingly, you are asked to immediately report it to the Sr. Manager.

Customers are also expected to reciprocate this behavior in the following manner:

- Safely, by diligently adhering to all safety protocols and policies.
- Respectfully, by always treating the staff and other marina users with courtesy and dignity.
- Accountably, by providing the marina office with up-to-date documents as required.
- Patiently, by allowing the marina staff a reasonable amount of time to respond to requests and questions.
- Securely, by immediately calling 911 and alerting the marina staff of any suspicious or criminal activity.

Condition of moorage, and customers who appear to intentionally violate or disrespect the Port of Seattle values may be subject to termination of moorage.



## Table of Contents

### ITEM 1

TITLE PAGE.....	1
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ISSUED BY .....	1
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ISSUING AGENT .....	1
ALTERNATE ISSUING AGENT .....	1
MOORAGE RATES QUICK-REFERENCE RATE TABLE .....	2
EQUIPMENT RENTAL & SERVICES QUICK-REFERENCE TABLE .....	3
CUSTOMER CODE OF CONDUCT.....	4
ABBREVIATIONS .....	7

### SECTION ONE – PART ONE

ITEM 1100.....	8
GENERAL DEFINITIONS.....	8
A. EXECUTIVE DIRECTOR.....	8
B. MANAGEMENT.....	8
C. FISHERMEN'S TERMINAL .....	8
D. PORT PREMISES.....	8
E. PORT CHARGES.....	8
F. TERMS OF PAYMENT.....	8
G. MOORAGE.....	8
H. MONTHLY MOORAGE .....	9
I. TRANSIENT MOORAGE.....	9
J. DAILY, TRANSIENT VESSEL OR GUEST VESSEL .....	9
K. ACTIVE FISHING VESSEL .....	9
L. COMMERCIAL VESSEL .....	9
M. NON-COMMERCIAL VESSEL .....	9
N. CHARTER VESSELS.....	9
O. VIOLATION VESSEL .....	10
P. VESSEL AS HAZARD OR IN DANGER OF SINKING .....	10
Q. LIVING ABOARD VESSELS .....	10
R. PAST DUE .....	10
S. DELINQUENT ACCOUNT.....	10

### SECTION ONE – PART TWO

ITEM 1110 .....	10
DEFINITIONS FOR OFF-BOAT SEAFOOD SALES.....	10
A. SEAFOOD.....	10
B. COMMERCIAL FISHING.....	10
C. COMMERCIAL FISHING VESSEL.....	10
D. PROCESS.....	10
E. RETAIL OPERATIONS .....	11

### SECTION TWO

ITEM 2100.....	11
RULES AND REGULATIONS .....	11
A. FISHERMEN'S TERMINAL AND MARITIME INDUSTRIAL CENTER .....	11
RULES AND CODE OF CONDUCT .....	
B. ENFORCEMENT .....	16



PORT OF SEATTLE

C.	LIMITATION OF RIGHTS PRIVILEGES OR REMEDIES.....	16
D.	MOORAGE AT A WORKING TERMINAL .....	16
E.	LIMITATIONS ON USE OF TERMINAL .....	16
F.	VESSEL REGISTRATION AND PROCEDURES.....	16
G.	PRIORITY OF MOORAGE ASSIGNMENT.....	16
H.	PRIORITY OF TERMINATION .....	17
I.	TRIBAL MOORAGE .....	17
J.	SEAFOOD SALES BY COMMERCIAL FISHERMEN.....	17
K.	FISHING.....	22
L.	VESSEL REPAIRS.....	22
M.	DECLARATION OF SECURITY.....	22
N.	LIABILITY LIMITATIONS.....	22
O.	ELECTRIC CONTINUITY OF SERVICE .....	22
P.	ELECT. SERVICE & UTILIZATION EQUIP.ONBOARD VESSELS.....	22
Q.	RENTAL OF MOORED VESSELS.....	23
R.	REMOVAL OF VESSELS FOR NON-PAYMENT OF CHARGES .....	23
S.	REMOVAL OF VESSELS.....	25
T.	REMOVAL OF VIOLATION VESSELS.....	25
U.	TERMINATION OF MOORAGE .....	25
V.	PRIORITY OF NET LOCKER ASSIGNMENT .....	26
W.	PERMITTED LOCKER USE.....	26
X.	LIMITATIONS ON USE OF NET LOCKERS .....	26
Y.	NET LOCKERS AT A WORKING TERMINAL .....	26
Z.	PRIORITY OF TERMINATION .....	26
AA.	TRAILER STORAGE.....	27
AB.	TRAILER PARKING.....	27

**SECTION THREE****RATES, FEES, AND DISCOUNTS****ITEM 3100**

MOORAGE RATES.....	28
A. ACTIVE FISHING VESSELS BY MONTHLY MOORAGE AGREEMENT.....	28
B. ACTIVE FISHING VESSELS BY DAILY MOORAGE AGREEMENT.....	28
C. CHARTER VESSELS.....	28
D. COMMERCIAL VESSELS BY MONTHLY MOORAGE AGREEMENT.....	29
E. COMMERCIAL VESSELS BY DAILY MOORAGE AGREEMENT.....	29
F. NON-COMMERCIAL/RECREATIONAL VESSELS BY MONTHLY MOORAGE AGREEMENT.....	29
G. NON-COMMERCIAL/RECREATIONAL VESSELS BY TRANSIENT MOORAGE AGREEMENT.....	30
H. HALF-MONTH MOORAGE .....	30
I. MOORAGE CHARGES BASED ON SQUARE-FOOTAGE .....	30
J. TRIBAL VESSEL MOORAGE .....	30

**ITEM 3110**

FEES AND DISCOUNTS .....	31
A. PROMOTIONAL DISCOUNTS .....	31
B. WAITING LIST.....	31
C. GARBAGE.....	31
D. NET REPAIR AREA .....	31
E. ELECTRICAL CONNECTION .....	31
F. ELECTRIC METERING .....	32
G. GUEST MOORAGE ELECTRICITY SERVICE.....	32
H. SALES/USE TAX.....	32
I. FORKLIFT RENTAL (WITH OPERATOR).....	32



J.	FORKLIFT RENTAL (WITHOUT OPERATOR) .....	32
K.	FLYING FORKS RENTAL .....	32
L.	HOIST .....	33
M.	VESSEL PUMPING (WITH OPERATOR) .....	33
N.	FLOAT .....	33
O.	LABOR .....	33
P.	VIOLATION .....	33
Q.	LOCKER BOX CLEANING AND ABANDONED ITEM(S) REMOVAL .....	33
R.	IMPOUND .....	33
S.	PAST DUE INVOICES .....	33
T.	NON-SUFFICIENT FUNDS .....	34
U.	COLLECTION FEES ON DELINQUENT ACCOUNTS .....	34
V.	ATTORNEY'S FEES IN SUITS FOR COLLECTION .....	34
<b>ITEM 3120</b>		
	STORAGE RATES .....	34
A.	DRY LAND STORAGE FOR FISHING VESSELS (SEINE SKIFFS) .....	34
B.	DRY LAND STORAGE .....	34
C.	DRY LAND STORAGE FOR POTS .....	34
D.	GEAR LOCKER RENTAL .....	35
E.	NET STORAGE ON PORT OF SEATTLE PALLETS .....	35
F.	SHORT-TERM DESIGNATED LAND STORAGE .....	35
G.	FORKLIFT STORAGE .....	35
<b>ITEM 3130</b>		
	EVENT RATES .....	35
A.	EVENTS .....	35
B.	NORDBY ROOM .....	36
<b>ITEM 3140</b>		
	ELECTRIC SERVICE RATES .....	36
A.	ELECTRIC SERVICE .....	36
<b>ITEM 3150</b>		
	SEAFOOD SALES RATE .....	36
A.	SEAFOOD SALES BY COMMERCIAL FISHERMEN .....	36

## **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 – PART ONE**

### **ITEM 1100**

#### **GENERAL DEFINITIONS**

A. **EXECUTIVE DIRECTOR**

The term “Executive Director” shall mean the Executive Director of the Port of Seattle and their agents.

B. **MANAGEMENT**

The term “Management” shall be synonymous with Managing Director, Maritime, or their designees.

C. **FISHERMEN'S TERMINAL**

“Fishermen's Terminal” means all areas of the terminal located at 3919 18<sup>th</sup> Ave. W, Seattle, WA 98119, including the Maritime Industrial Center located at 2700 W. Commodore Way, Seattle, WA 98119.

D. **PORT PREMISES**

Port premises consist of any area, either land or over water, air space above, and all buildings that are owned and/or operated by the Port of Seattle, including Port Harbors, Ports, Port Facilities, Boat Harbors, Terminals, sheds, and landside properties.

E. **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.

F. **TERMS OF PAYMENT**

Moorage charges and gear locker rental charges apply against vessels, their owners, agents, 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.

G. **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.





H. 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.

I. 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.

J. DAILY, TRANSIENT VESSEL, OR GUEST VESSEL

Any vessel using a Port moorage facility without a monthly 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.

K. ACTIVE FISHING VESSEL

A vessel which is registered or documented for "Fishery" and is engaged in a bona fide commercial fishing operation under one (1) or more valid licenses, which may include, but are not limited to, a current season fishing license, current season fish tickets, lading permits, or other proof to establish fishing activity in the current or prior year. Vessel must be rigged for licensed fishery (or fisheries).

L. COMMERCIAL VESSEL

Any vessel that is used for purposes other than enjoyment, sport, leisure or pleasure, including but not limited to fishing vessels that do not meet Fishermen's Terminal criteria for active fishing vessels, loading or unloading of freight, chartering of vessel from which fish is taken for personal use, any use involving research or development of underwater resources, any use that has the primary purposes of generating marine dependent retail or other profit for the owner or operator of the vessel.

M. NON-COMMERCIAL VESSEL

Any vessel that is used for the sole purpose of enjoyment, sport, leisure, or pleasure. Any vessel that is otherwise defined as a commercial vessel can be considered a non-commercial 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. Bare boat charters, timeshares, and other commercially owned vessels used for the operator's recreational purpose are defined as non-commercial vessels.

N. CHARTER VESSELS

Charter vessels are defined as commercial vessels used or designed for the transport of passengers, whether for profit or non-profit.

**O. VIOLATION VESSEL**

Any vessel entering and remaining at Fishermen's Terminal without authorization; or remaining at Fishermen's Terminal 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.

**P. 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. 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.

**Q. LIVING ABOARD VESSELS**

The Port defines a Liveaboard as any person who sleeps aboard a vessel more than seven (7) days in any month while the vessel is moored at the Terminal.

**R. PAST DUE**

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

**S. DELINQUENT ACCOUNT**

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

**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 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 terminal management.

### END OF SECTION

## SECTION TWO – PART TWO

### ITEM 2100

#### **RULES AND REGULATIONS**

*Anyone visiting or using the Port premises, or its facilities does so at their own risk. The Port does not assume any responsibility for loss or damage to property or persons within Port premises. Vessels at Fishermen's Terminal or Maritime Industrial Center are private property and trespassing is prohibited.*

#### A. FISHERMEN'S TERMINAL AND THE MARITIME INDUSTRIAL CENTER CODE OF CONDUCT:

The Port of Seattle strives to create a professional and welcoming environment at all its locations, in which all individuals are treated with respect and dignity and free from any form of harassment or other discrimination. The Port of Seattle expects all customers, crews, their attendees, vendors to be respectful of other crew, attendees, customers, vendors, Port staff, and members of the public, regardless of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state and federal laws.

This Tariff Code of Conduct ("Code of Conduct") guides everyone who moors, works on vessels, attends events, including crew, non-crew, employees, sponsors, vendors, contractors, volunteers, Port staff, and members of the public. The Port of Seattle wants to ensure that all customers understand what behavior is expected and what behavior will not be tolerated at a Port of Seattle facility. This Code of Conduct applies to all Port of Seattle properties:

Unacceptable Behavior: The Port of Seattle expressly prohibits harassment and discrimination based on age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state and federal laws. Examples of conduct prohibited by this Code of Conduct include, without limitation:

1. Intimidating or threatening verbal or non-verbal conduct.
2. Harassment in any form, including bullying, intimidation or disparaging comments related to gender, gender-identity or appearance, sexual orientation, disability, physical appearance, body size, race, religion, ethnicity, national origin, political views, or affiliation.



3. Sexual harassment, including but not limited to, unwanted or inappropriate conduct, unwanted sexual attention, comments, jokes, or advances.
4. Lewd, derogatory, or otherwise offensive speech, or non-verbal conduct.
5. Threats of any type: verbal, non-verbal, virtual.
6. Any destruction or vandalism of Port of Seattle property, personal property, event site or materials.
7. Possession of a weapon or any item that can be used as a weapon, which may be used to threaten or cause injury to others if used in a certain manner.
8. Knowingly and falsely reporting violations of this Code.

Consequences: It is agreed that customers' noncompliance with the provisions of this clause shall constitute a material breach of this tariff. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate moorage or storage or may pursue such other remedies as may be provided by law.

#### CONDITIONS OF MOORAGE

1. Moorage assignments and payment of moorage charges shall be administered at the Fishermen's Terminal and Maritime Industrial Center office, in accordance with current Port Tariff.
2. Any vessel, vehicle, property, gear, or equipment will be parked, stored, moored, or maneuvered in a safe and orderly manner.
3. The Executive Director may establish such reasonable traffic and parking regulations as may be required for orderly handling of motor vehicles on Port premises. A vehicle parked in violation of any such sign, or regulations may be towed and impounded in accordance with the terminal parking guidelines at owner's expense.
4. The vehicle parking areas are to be used only for vehicular parking in connection with the use of Port premises. Overnight camping will only be allowed in connection with Port approved special events.
5. 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, Fishermen's Terminal and the Maritime Industrial Center premises, or premises adjacent thereto, and will not create a nuisance or disturb any other vessel owner, guest, or lessee of the Port.
6. 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 Fishermen's Terminal and the Maritime Industrial Center 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.
7. All vessels entering Port premises must have a valid identification permanently affixed to the hull and clearly visible from the outside. Coast Guard registered vessels must have the name of the vessel on the hull. Failure to have either may be cause for refusal or termination of moorage.



8. Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Engaging in the use of or being instrumental in the exchange of debilitating or exhilarating drugs on the Port property is expressly forbidden.
9. It is against the law to discharge hazardous substances, oil, and untreated sewage into U.S. navigable waters. The owner, operator, or person in charge of the vessel at the time will be subject to fines and charged for clean-up costs. If the responsible party fails to report the spill to appropriate authorities, higher fines and a jail sentence may be imposed. See 33 USC 1321.

No garbage, trash, oil, fuel, debris, or other material, liquid or solid, shall be deposited in the water or on land areas of Port premises, 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.

10. All vessel owners, operators, crew, or guests using 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.
11. Anyone present on or in Port premises and/or using equipment shall comply with any verbal or written signs or communication, including administrative and operational policies and procedures, issued, or posted by the Executive Director or Port Staff.
12. 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.
13. Fire hoses and other fire-fighting equipment are to be used only for the fighting of fires.
14. 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 property or other vessels or facilities will be denied permission to remain on Port premises.
15. Vessels moored in Port premises must, at all times, be completely seaworthy and ready for immediate cruising in local waters. Vessels must be able to maneuver under their own power, using a propulsion system that is consistent with the vessel's original design plans. Affixing tow ropes, outboard engines or other power workarounds does not satisfy the propulsion requirement and may result in a notice of termination. Port Staff may ask owners to demonstrate seaworthiness at any time.
16. 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 Regulations.
17. 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. This includes providing up to date proof of vessel insurance and a current Washington State vessel registration, which is required by state law [RCW 88.06.030](#), 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.

18. Heaters or other drying devices are prohibited in the net lockers.
19. Discharging any material from vessels in a manner inconsistent with federal law is prohibited while on 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. 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. 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.
20. Living aboard vessels, as defined in Item 1100(Q), is prohibited in Fishermen's Terminal and the Maritime Industrial Center. In the case of an active Commercial Fishing vessel only, the captain may sleep aboard; and the crew are allowed to sleep aboard for thirty (30) days immediately before and immediately after the fishing season.
21. Vessels may be moved by the Executive Director for the protection of life or property or best utilization of the facility.
22. Moorage space, once assigned, may not be sub-assigned by the user without written approval of the Executive Director.
23. 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.
24. Swimming, water-skiing, jet-skiing, scuba-diving, or use of any unorthodox-type of vessel, raft or other contraption is not permitted on Port premises.
25. 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.
26. Children under twelve (12) years of age are not permitted on piers unless accompanied by a parent or other responsible adult. Personal flotation device is recommended.
27. 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.



28. Vessels, when unattended, must be securely moored with bow, stern, and spring lines of an adequate size and number to keep the vessel secure.
29. Posting of signs for the sale, charter or rental of vessels while moored in Port premises must have approval from the terminal office prior to posting on their vessels.
30. Boat gear and dock carts shall be returned to the top of the corresponding ramp or dock immediately after use.
31. No commercial use of facilities at Fishermen's Terminal and the Maritime Industrial Center will be allowed unless a Port of Seattle permit or license has been granted by the Executive Director. The requirements and conditions for such permits and licenses shall be as outlined in separate instructions as issued by the Executive Director.
32. The Port reserves the right to inspect any of its property, such as net sheds, 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.
33. No major repair work or outfitting, spray-painting, sandblasting, sanding, welding, or burning on vessels will be performed without specific approval of the Executive Director and permit from the Fire Department.
34. 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.
35. 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. Guest moorage vessels staying less than 30 days.

Liability insurance is to remain current and in effect at all times as a condition of moorage. Evidence of insurance may be requested by Terminal Management at any time.

36. 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 property 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.

Liability insurance is to remain current and in effect at all times as a condition of moorage. Evidence of insurance may be requested by Terminal Management at any time.

37. 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.





38. No electric car/truck/motorcycle/bike/scooter charging utilizing power stands intended for marine use.

**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 Port premises, 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. MOORAGE AT A WORKING TERMINAL**

Owners and operators of non-commercial vessels will be informed that assigned moorage may be affected by the customary activities (e.g., noise, light, 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 Fishermen's Terminal.

**E. LIMITATIONS ON USE OF TERMINAL**

Vessels not engaged in commercial fishing or marine operations (including recreational vessels) shall not displace vessels engaged in commercial fishing or commercial marine operations.

Noncommercial 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.

**F. VESSEL REGISTRATION AND PROCEDURES**

1. All vessels must be registered by owners or operators immediately upon arrival at the Terminal office. Vessels will be subject to the moorage charges named in Item 3100. All vessel owners must sign and agree to terms of Fishermen's Terminal and Maritime Industrial Center's Best Management Practices.

**G. PRIORITY OF MOORAGE ASSIGNMENT**

1. Fishermen's Terminal is intended to serve primarily as a facility for the fishing industry. Priority for vessels mooring at Fishermen's Terminal will be given to those vessels actively engaged in Bona fide commercial fishing operations [See Item 1100(K)]. Second priority will be given to vessels actively engaged in commercial marine operations [See Item 1100(L)], and vessels that were actively engaged in commercial fishing operations, but which became inactive. Third priority will be given to vessels not actively engaged in commercial fishing or marine operations, including non-commercial vessels [See Item 1100(M)]. The Port shall be the exclusive judge of whether a particular vessel is actively engaged in bona fide commercial operations
2. A vessel otherwise qualifying as active within the meaning of Item 1100(K), but which is





prohibited from engaging in commercial fishing operations by reason of government mandated closure of the fishery(ies) in which it would otherwise operate, shall be considered as actively engaged in bona fide commercial fishing operations.

3. Commercial fishing vessels that do not maintain active fishing vessel status [See Item 1100(K)] for the prior twenty-four consecutive months will be charged the non-commercial moorage rate.
4. Vessels that were actively engaged in commercial marine operations but become inactive will be charged the non-commercial moorage rate.

#### H. PRIORITY OF TERMINATION

In the event a moorage waiting list for active commercial fishing vessels is created, moorage agreements will be immediately terminated in the following order:

1. Non-commercial vessels
2. Vessels that were actively engaged in commercial marine operations but have become inactive.
3. Inactive commercial fishing vessels.

#### I. TRIBAL MOORAGE

Fishermen's Terminal Management reserves the right to honor agreements entered by the Executive Director and tribal partners.

#### J. 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 Fishermen's Terminal.

##### 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 terminal management.

##### 3. Eligibility

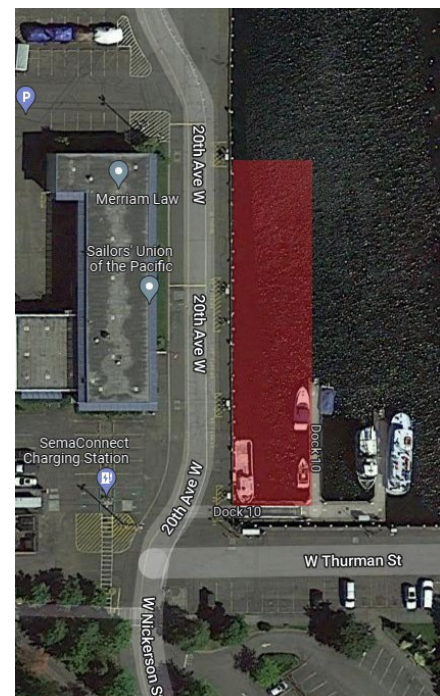
- a. The Port reserves the sole right to interpret the Tariff, and the Port's interpretation is final.



- b. 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.
  - c. Vessel owners must register crew members when registering the vessel to sell fish.
  - d. Photo ID from each crew member must be present at the time of registration for fish sales.
  - e. Immediate family members, defined as a spouse, child, or parent, are authorized to sell from the vessel. Proof of relationship is required at time of vessel registration to sell fish.
  - 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.
  - g. Processed fish is defined as ground, canned, pickled, salted, smoked, dehydrated, or otherwise cured, or cooked.
- 4. Fees
  - a. 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 Item 3150(A).
  - b. Wharfage fees (total weight of fish) are calculated in accordance with Port of Seattle Terminals Tariff No. 6, Fish and Seafoods.
- 5. Documentation
  - a. Seafood sellers must obtain and present the following documents to the Terminal Office in order to conduct sales at the Port's facilities:
    - 1. Wholesale Dealers' License, available from the State Department of Fisheries, Commercial Licensing Division.
    - 2. Health Permit, available from the Seattle/King County Health Department, Environmental Health Division.
    - 3. 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 office.
    - 4. The sale of shellfish requires a certified shellfish tag and number.
    - 5. A state/province fish delivery ticket indicating species and quantity.
    - 6. 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.
    - 7. 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:
    - 1. Valid fish ticket from the state in which the fish were caught.



2. The vessel must have an approved Hazard Analysis and Critical Control Points Plan (HACCP).
3. 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 onshore processor for the purposes of processing, freezing, and storing their catch must adhere to and provide the following documentation:
  1. Valid fish ticket from the state in which the fish was caught.
  2. An HACCP-approved cold storage/processing company's assigned Lot # for the fishing vessel's stored and portioned fish inventory.
  3. A Bill of Landing from the cold storage/processing company. The Bill of Landing 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.
  4. Labeling will be required on each package of processed fish to be sold.
  5. Included in the label will be the name of the vessel the fish was caught and sold from, the onshore processing plant and the fish ticket number.
6. 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. At Fishermen's Terminal: There will be two locations for fish sales.
    1. The southernmost 240 feet of the West Wall at Fishermen's Terminal.
    2. Dock 10 (west floating dock, west side, slip No. 101-PC1) are designated as the Fish Sales area. \*See images below for reference





- c. At Fishermen's Terminal, preference for moorage on the West Wall & Dock 10 for fish sales will be given to Fishermen's Terminal and Maritime Industrial Center moorage customers if only one moorage berth remains available when both distant water and local fishermen make the moorage request for the remaining berth.
- d. Assignments will be made on a first come, first-serve basis. Assignments of sales location to be at management discretion.
- e. Moorage space cannot be subleased.
- f. 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.
- g. 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.
- h. Vessel owners, crew members, and immediate family 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.
- i. While actively selling fish, there cannot be any work done on the vessel that may require equipment be set on the dock. There must not be mixed-use work being done.
- j. 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.
- k. Failure to comply with the policy may result in the termination of the moorage agreement between the Port of Seattle and the moorage customer.

#### 7. Business Operations

- a. Prior written approval from Terminal Office 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 Terminal Office (signage procedures can be obtained from the terminal office.)
- b. Fishermen's Terminal provides configurable signage at the entrance driveway that can be used to display whether there is any current sales activity.
- c. Commercial fishing vessels engaged in retail operations are responsible for maintaining a clean and sanitary area immediately adjacent to their vessel.
- d. 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.
- e. The disposal of garbage is the responsibility of the commercial fishing vessel. (Garbage procedures can be obtained from the terminal office.)

#### 8. 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 Fishermen's Terminal, and the Maritime Industrial Center, 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.
- 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

9. Enforcement of Policy

The following actions will be placed into effect should a violation occur:

- 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 they 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 Terminal Office terminal; 5) removal and/or seizure of vessel at 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 Terminal Office; 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.



K. FISHING

No fishing is allowed on the docks, piers, or property at Fishermen's Terminal. This includes prohibiting the placement of pots or nets in the water off Port premises.

L. VESSEL REPAIRS

- a. Repair – Work performed on vessels berthed at the Terminal must be accomplished in a manner which avoids interference with other pier users and does not constitute any hazard to persons or property.
- b. Permit – Prior to beginning repair work, a permit must be obtained from Management. The permit is subject to all rules Management deems necessary.
- c. Responsibility – It is the responsibility of the vessel owner to notify Management when the work has been completed.

M. 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 terminal office by calling prior to arrival. Under no circumstances will such vessels be allowed to enter the terminal without a valid Declaration of Security prior to arrival.

N. 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 property. The Executive Director shall be authorized to publish and enforce appropriate rules to ensure security and safety on Port property including requiring appropriate hold harmless agreements, release agreements and evidence of insurance. Permission granted by the Executive Director shall be solely for regulation. The Port assumes no responsibility for any loss or damage resulting from the use of Port property by said person, corporation, agent, or employee of a vessel owner. Work performed on vessels moored at the Fishermen's Terminal and the Maritime Industrial Center 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.

O. 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.

P. 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 3140(A) for electric rates.)



**Q. RENTAL OF MOORED VESSELS**

Moorage agreements 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.

**R. 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 Fishermen's Terminal or Maritime Industrial Center, so that the vessels are in the possession and control of the Port and cannot be removed from Fishermen's Terminal or Maritime Industrial Center.

a. These procedures may be used if an owner mooring or storing a vessel at Fishermen's Terminal or Maritime Industrial Center 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 their 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 their 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:

The date and time the notice was attached.

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

The address and telephone number where additional information may be obtained concerning release of the vessel.

b. 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 certified 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.
1. 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.
  2. If a vessel moored or stored at the Port is abandoned, the Port may authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash. Either a minimum bid may be established, or a letter of credit may be required, or both, to discourage the future re-abandonment of the vessel.
  3. 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.
  4. 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.
    - a. 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 63.29 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.

S. REMOVAL OF VESSELS

Once a vessel is determined to be in violation of this tariff, the Port is authorized to pursue any available legal recourse to remove the vessel from Fishermen's Terminal [see Items 2100(R) and (T)].

T. REMOVAL OF VIOLATION VESSELS

A violation vessel may immediately and without notice be moved by the Port from Fishermen's Terminal or Maritime Industrial Center to another location or placed ashore. Notice will be given, or attempted to be given, prior to moving a vessel whenever a non-emergency situation exists. All expenses and risk of loss or damage resulting therefrom shall be borne by the vessel owner. In the event the vessel is moved to another marina, the vessel owner shall, in addition, be liable to the Port for the prevailing moorage rate and other fees customarily charged at the facility to which the vessel is moved. Provided, however, that this Item 2100(T) shall not apply, and the Port shall proceed under item 2100(R) if the only cause of violation is the non-payment of Port charges. The owner of a violation vessel moved ashore or removed for storage to another facility may regain possession of the vessel as provided for in Item 2100(R)-2, above. If the vessel owner is not known or is unable to reimburse the Port of the costs of these procedures or post a bond as provided for under Item 2100(R)-2, above the Port may dispose of the vessel and seek reimbursement of its costs as provided for under RCW 79.100.100.

U. TERMINATION OF MOORAGE

The moorage agreement of any vessel violating the moorage agreement or the rules and regulations pertaining to Fishermen's Terminal or the Maritime Industrial Center or this Tariff may be terminated for any reason upon thirty (30) days written notice to the vessel owner. 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 Fishermen's Terminal or the Maritime Industrial Center or this Tariff, upon ten (10) days' notice. Notice shall be by personal delivery or by placing in the U.S. Mail a certified 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 Fishermen's Terminal or the Maritime Industrial Center 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 Fishermen's Terminal or the Maritime Industrial Center after the notice period has elapsed will be considered a Violation Vessel.



V. PRIORITY OF NET LOCKER ASSIGNMENT

Fishermen's Terminal is intended to serve primarily as a facility for the fishing industry. Priority for locker lease at Fishermen's Terminal will be assigned as follows:

1. Customers actively engaged in bona fide commercial fishing operations [See Item 1100(K)]
2. Customers actively engaged in commercial marine operations [See Item 1100(L)]
3. Customers who are upland tenants of Fishermen's Terminal
4. Currently inactive commercial fishing customers
5. Other monthly moorage customers
6. The general public

The Port shall be the exclusive judge of whether a particular customer is actively engaged in bona fide commercial operations.

W. PERMITTED LOCKER USE

See "Net Locker Best Management Practices".

X. LIMITATIONS ON USE OF NET LOCKERS

Customers not engaged in commercial fishing or marine operations shall not displace customers engaged in commercial fishing or commercial marine operations.

Y. NET LOCKERS AT A WORKING TERMINAL

Customers will be informed that net lockers may be affected by the customary activities (e.g., noise, light, 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 customers not engaged in commercial fishing or commercial marine operations of the industrial nature and function of Fishermen's Terminal.

Z. PRIORITY OF TERMINATION

In the event a net locker waiting list is created, active commercial fishing customers will have priority and will be placed on a list above commercial and general public customers.

**AA. TRAILER STORAGE**

Trailer storage will be allowed with Fishermen's Terminal management approval. Only trailers with approved fishing gear or equipment will be allowed. All trailers must be in roadworthy condition with current state registration. State license plate must be attached and visible on the trailer. All gear or equipment on the trailer must be drained of oils and fuels; hydraulic lines must be adequately capped to prevent spills. Trailers will be charged at the current Land Storage rate (see item 3120. B) based on the square footage of the trailer including the tongue.

**AB. TRAILER PARKING**

Temporary trailer parking will be allowed at Fishermen's Terminal with terminal management approval. Only trailers with approved fishing gear or equipment will be allowed. Trailers must be in roadworthy condition as determined by terminal management and must be in operable condition and licensed at all times. License plate must be attached and visible on the trailer.

**END OF SECTION**

**SECTION THREE – PART THREE****ITEM 3100****RATES, FEES, & DISCOUNTS****MOORAGE RATES****A. ACTIVE FISHING VESSELS BY MONTHLY MOORAGE AGREEMENT**

1. Charges based on registered length of vessel.
2. Leasehold tax is in addition to named rates.
3. Minimum billing rate for fishing vessels is 30 feet.

<b>Registered Length</b>	<b>Monthly Rate per Foot or Fraction Thereof</b>	<b>Minimum Charge</b>
0 ft. through 79 ft.	\$ 9.50	\$ 285.00
80 ft. through 125 ft.	\$ 13.47	
Over 125 ft.	\$ 15.43	

**B. ACTIVE FISHING VESSELS BY DAILY MOORAGE AGREEMENT**

1. Will pay a daily rate, based on overall length of vessel.
2. Leasehold tax, if applicable, is in addition to named rates.
3. These charges are in addition to other moorage fees elsewhere in Fishermen's Terminal

<b>Length Overall</b>	<b>Daily Rate Per Foot or Fraction Thereof</b>	<b>Minimum Charge</b>
Not exceeding 79 ft.	\$ 1.01 per day	\$ 30.30
80 ft. through 125 ft.	\$ 1.40 per day	\$ 112.00
Over 125 ft.	\$ 1.72 per day	\$ 216.72

**C. CHARTER VESSELS**

1. Monthly and transient moorage rates will be the same as those for commercial vessels [See Items 3100(D) and (E)]. (1) Will pay a daily rate, based on overall length of vessel.
2. Loading and unloading passengers (charges based on overall length of vessel): \$1.77 per foot per round trip per day.
  - a. Commercial charter boats that are current monthly moorage customers at Fishermen's Terminal will be charged \$1.33 per foot per round trip per day when loading and unloading.

**D. COMMERCIAL VESSELS BY MONTHLY MOORAGE AGREEMENT**

1. Charges based on registered length of vessel.
2. Leasehold tax is in addition to named rates.
3. Minimum billing rate for commercial vessels is 30 feet.

<b>Length Overall</b>	<b>Monthly Rate Per Foot or Fraction Thereof</b>	<b>Minimum Charge</b>
Not exceeding 79 ft.	\$ 13.60	\$ 408.00
80 ft. through 125 ft.	\$ 14.75	\$ 1180.00
Over 125 ft.	\$ 16.80	\$ 2,116.80

**E. COMMERCIAL VESSELS BY DAILY MOORAGE AGREEMENT**

1. Will pay a daily rate, based on overall length of vessel.
2. Leasehold tax, if applicable, is in addition to named rates.
3. These charges are in addition to other moorage fees elsewhere in Fishermen's Terminal.

<b>Length Overall</b>	<b>Daily Rate Per Foot or Fraction Thereof</b>	<b>Minimum Charge</b>
Not exceeding 79 ft.	\$ 1.33	\$ 39.90
80 ft. through 125 ft.	\$ 1.62	\$ 129.60
Over 125 ft.	\$ 1.90	\$ 239.40

**F. NON-COMMERCIAL/RECREATIONAL VESSELS BY MONTHLY MOORAGE AGREEMENT**

1. Charges based on overall length of vessel.
2. Leasehold tax is in addition to named rates.
3. Minimum billing rate for non-commercial vessels is 20 feet.

<b>Overall Length</b>	<b>Monthly Rate Per Foot or Fraction Thereof</b>	<b>Minimum Charge</b>
0 ft. to 20 ft.		\$ 335.60
21 ft. to 30 ft.	\$ 16.78	
31 ft. to 40 ft.	\$ 17.79	
41 ft. to 50 ft.	\$ 19.85	



51 ft. to 60 ft.	\$ 21.56	
61 ft. to 79 ft.	\$ 23.12	
Over 79 ft. through 125 ft.	\$ 23.12	
Over 125 ft.	\$ 23.77	

G. NON-COMMERCIAL/RECREATIONAL VESSELS BY TRANSIENT MOORAGE AGREEMENT

Will pay a daily rate, based on overall length of vessel. Leasehold tax is in addition to named rates.

Length Overall	Daily Rate Per Foot or Fraction Thereof	Minimum Charge
Over 19 ft. to 40 ft.	\$1.90	\$ 38.00
Over 40 ft. to 79 ft.	\$1.90	\$ 77.90
Over 79 ft. through 125 ft.	\$2.10	\$ 168.00
Over 125 ft.	\$2.58	\$ 325.08

H. HALF-MONTH MOORAGE

Fishermen's Terminal is authorized to charge a half-month moorage rate. The half-month moorage rate applies only to vessels that are in the Terminal from the first of the month to the fifteenth of the month or from the sixteenth of the month to the end of the month. The half month rate will equal one-half of the applicable monthly moorage rate for the vessel. Monthly rates will not be prorated.

I. MOORAGE CHARGES BASED ON SQUARE-FOOTAGE

Fishermen's Terminal Management has the discretion to enter into monthly moorage agreements where the rate is calculated on a square-foot basis. The charge will be calculated by Management based on the expected vessel classification and size.

J. TRIBAL VESSEL MOORAGE

The Port will provide 120' lineal feet of moorage at Fishermen's Terminal for two purse seine vessels. This moorage will be provided year-round and on a long-term basis, with no moorage fees per a Letter of Agreement between the Suquamish Indian Tribe and the Port of Seattle, signed February 7<sup>th</sup>, 2005.

The Port will also provide up to 10 moorage slips for Muckleshoot Fishermen during Tribal Fishing Season. Agreement signed by Port of Seattle and the Muckleshoot Tribe; 13 May 2004 are still in effect.

**ITEM 3110****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. WAITING LIST**

Gear locker waiting list fee is \$75.74. \$37.87 of this fee will be applied to the gear locker rental upon assignment or may be refunded upon written request to remove a name from the waiting list. The remaining \$37.87 is non-refundable.

**C. GARBAGE**

Garbage container fee is \$94.31 per one and one-half (1-1/2) cubic yard container of garbage. Minimum charge is \$94.31 per container.

**D. NET REPAIR AREA**

Open areas provided for repairing nets are free to tenants paying net locker rental when prior use of same is reserved for such tenants. When available for others the charge for use of areas shall be:

Seine or Trawl Net per day or fraction .....\$35.45

**E. ELECTRICAL CONNECTION**

Vessels requiring 280-volt or 480-volt electrical connections will be required to be connected and disconnected by a Port of Seattle electrician will have and will be charged the appropriate straight time or overtime rate. Should a vessel disconnect the electrical cord, thus disconnecting without the electrician present, the vessel will be subject progressive monetary and administrative actions. Unauthorized disconnects place fishermen, visitors, pets and Port Personnel in harm's way. In some cases, Port of Seattle equipment is damaged to complete these disconnections. The Port of Seattle's Goal is "Zero Tolerance" for unauthorized disconnections. The following progressive administrative actions shall be taken for future unauthorized electrical disconnections:

Violations	Action	Billable/Overtime Rate	Violation Fee	Total
1	Administrative Warning	4 hours doubletime	\$ 1000.00	
2	Final Administrative Warning	4 hours doubletime	\$ 2000.00	
3	Vessel will not be eligible for electrical service at Fishermen's Terminal, Maritime Industrial and other Port Properties			

See Item 3110 O. Labor: Port of Seattle Terminals Tariff No. 5 rates shall be used for all labor furnished at Fishermen's Terminal.

F. 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.

G. GUEST MOORAGE ELECTRICITY SERVICE

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

Power	Fee
30 AMP	\$ 5.00 per day
50 AMP	\$ 10.00 per day
100 AMP	\$ 12.00 per day

H. SALES/USE TAX

Equipment rental rates and sale of materials are subject to applicable state sales/use tax.

I. FORKLIFT RENTAL (WITH OPERATOR)

Rate per Hour Except as Noted	
3 ton or less	\$146.24 (minimum fee of 1 hour)
Over 3 tons	\$146.24 (minimum fee of 1 hour)

1.

J. FORKLIFT RENTAL (WITHOUT OPERATOR)

Rate per Hour Except as Noted	
3 ton or less	\$85.22 (minimum of ½ hour)
Over 3 tons	Not available. Driver must be qualified by management

K. FLYING FORKS RENTAL

\$47.33 for each five (5) hour period or fraction thereof. Fee applies for each usage not to exceed a period of five (5) hours. Any time in excess of five (5) hours shall be \$9.47 per hour.



L. HOIST

Type/Size	Minimum Usage	Rates
Cranes (Dock 9 & 6)	0.5 Hour	\$ 40.45 Hour
West Wall Hoist 3 tons	0.5 Hour	\$ 82.72 Hour
West Wall Crane 3 tons	0.5 Hour	\$141.87 Hour

Hoists and cranes are not intended for use by vessels requiring overhaul, repair, vessel painting, etc.

M. VESSEL PUMPING (WITH OPERATOR) (Emergency Purposes Only)

\$231.59 per hour with a minimum fee of one (1) hour.

N. FLOAT

Stationary Work Floats – No fee will be charged moorage customers using stationary work float space with prior authorization. Vessels using the stationary work float space without prior authorization or remaining beyond the authorized period of ten (10) days will be charged the transient moorage rate for the appropriate type of vessel. (See Item 3100)

O. LABOR

Port of Seattle Terminals Tariff No. 5 rates shall be used for all labor furnished at Fishermen's Terminal. A one-half (1/2) hour minimum per person will be billed.

P. VIOLATION

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

Q. ABANDONED ITEM(S) REMOVAL

A minimum fee of \$78.52 will be assessed if, upon termination or change of berth, a customer has not cleaned out his/her slip or storage area, or has left abandoned equipment, garbage or other items in the space. Labor, disposal, and replacement charges may be assessed in addition to the minimum fee of \$78.52.

R. IMPOUND

An impound fee of \$231.59 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 2100(R)].

S. 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 (See Item 1100(S) for definition) 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.



T. NON-SUFFICIENT FUNDS

In accordance with RCW 62A.3-515A, a fee of \$40.00, or the face amount of the check, whichever is less, will be charged on returned check payments and electronic payments declined by the bank for reason of non-sufficient funds.

U. COLLECTION FEES ON DELINQUENT ACCOUNTS

When delinquent accounts (see Item 1100(T) 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.

V. 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.

**ITEM 3120**

**STORAGE RATES**

A. DRY LAND STORAGE FOR FISHING VESSELS (SEINE SKIFFS)

Dry land storage for active fishing vessels/seine skiffs shall be \$6.45 per foot per month or any portion thereof. Charges are based on overall length of vessel. Leasehold tax, if applicable, is in addition to named rates. Minimum charge shall be \$103.20.

Dry land storage for inactive fishing vessels/seine skiffs shall be \$11.29 per foot per month or any portion thereof. Charges are based on overall length of vessel. Leasehold tax, if applicable, is in addition to named rates. Minimum charge shall be \$180.64.

B. LAND STORAGE

Land storage shall be \$0.68 per square foot per month or any portion thereof. Minimum charge shall be \$108.80. Leasehold tax, if applicable, is in addition to named rates. If a forklift is used to place an item into or take an item out of storage, a fee will be charged (See items 3110 (I) and (J)). (See Item 3120 (E) for storage of nets on Port of Seattle pallets in fenced yards).

C. DRY LAND STORAGE FOR POTS

Dry land storage for pots shall be .11 per pot per day for the first thirty (30) days and \$0.23 per pot per day thereafter. Minimum charge shall be \$31.90 per month or any portion thereof.

**D. GEAR LOCKER RENTAL**

\$0.87 per square foot for active fishing and commercial/work boat vessel operators.

\$0.94 per square foot for customers who are Fishermen's Terminal upland tenants.

\$1.06 per square foot for the general public.

- (1) Gear locker rentals shall be per month, per locker (minimum rental fee based on 200 square feet) on gear lockers (net sheds) N-3, N-4, N-5, N-6, N-7, N-8, N-9, N-10 and N-11 (located at Fishermen's Terminal).
- (2) Items are not allowed to be stored outside of the gear locker. In instances where items are placed outside of the gear locker and are not removed land storage rates in item 3120B will apply, including the minimum charge.

**E. NET STORAGE ON PORT OF SEATTLE PALLETS**

Storage for nets on the net pallets provided by the Port of Seattle shall be \$109.04 per pallet per month or any portion thereof. Leasehold tax, if applicable, is in addition to named rates. If a forklift is used to place an item into or take an item out of storage, a fee will be charged (See items 3110 (I) and (J)). No forklift fee shall be charged for taking a Port of Seattle pallet out of storage.

**F. SHORT-TERM DESIGNATED LAND STORAGE**

Management, from time to time, may authorize short-term storage of fishing gear in other areas of the Terminal not designated in this tariff. There shall be a charge of \$44.08 per day for such short-term designated land storage.

**G. FORKLIFT STORAGE**

Forklifts and lift trucks are not allowed to be stored inside of net lockers due to Seattle Fire Department regulations. Forklifts may be stored outside in front of the net locker or in fenced storage. The charge for this storage will be ½ of the minimum charge for land storage referenced in Item 3120B.

**ITEM 3130****EVENT RATES**

- A. Persons and/or organizations interested in reserving land areas 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. Rates are as follows:

Land area	\$0.13 per square foot per day
	A minimum charge of \$260.00 per day will be applied. based on 2000 SQF.

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

**B. NORDBY ROOM****Whole Day Rental**

Room Rental- Public and General Business	\$ 249.86 per day
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Room Rental- Fishermen's Terminal Tenant, Maritime, or Non-Profit Organization	\$ 83.28 per day
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**Half Day Rental (4 hours or less)**

Room Rental- Public and General Business	\$ 149.93 per half day
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Room Rental- Fishermen's Terminal Tenant, Maritime, or Non-Profit Organization	\$ 49.97 per half day
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**ITEM 3140****ELECTRIC SERVICE RATES****A. ELECTRIC SERVICE**

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.

**ITEM 3150****SEAFOOD SALES RATE****A. SEAFOOD SALES BY COMMERCIAL FISHERMEN**

The rate for selling seafood products off the boat by commercial fishermen shall be one-half (1/2) of the daily moorage rate (see item 3100, Moorage Rates, and 3100(B) Active Fishing Vessels by Daily Moorage Agreement). This Seafood Sales Rate is in addition to the moorage rate.

**END OF TARIFF #6, AS PERTAINS TO FISHERMEN'S TERMINAL AND MARITIME  
INDUSTRIAL CENTER**