



MOORAGE TARIFF #6 – PORT OF SEATTLE HARBOR ISLAND MARINA

ITEM 1 TITLE PAGE

NOTICE:

The electronic form of the Moorage Tariff will govern in the event of any conflict with any paper form of the Moorage Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

NAMING: RATES, CHARGES, RULES AND REGULATIONS APPLYING TO HARBOR ISLAND MARINA

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QUICK-REFERENCE RATE TABLE *

~ LEASEHOLD TAX IS IN ADDITION TO NAMED RATES ~

MONTHLY MOORAGE RATES - COMMERCIAL

Rate per lineal foot is \$13.74

MONTHLY MOORAGE RATES – NON-COMMERCIAL

Berth Size	Rate Per Foot
Up to 32 feet	\$11.58
33 feet to 40 feet	\$11.83
41 feet and above	\$12.04

GRANDFATHERED MONTHLY LIVEBOARD FEE

\$100.00

NEW MONTHLY LIVEBOARD FEE

\$117.35

Incidental Charter and Guest Moorage Accommodation by Manager Approval Only

*For complete rate details, please see ITEM 3100 - RATES

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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 DEFINITIONS

ITEM 1100

DEFINITIONS

A. COMMERCIAL VESSELS

A commercial vessel is defined to include, but is not limited to, any vessel which is used or retained primarily for commercial purposes, operated by a person who has been or will be using it to engage in commercial activity during the current course of travel or passage, held for charter, used for the transport of freight or non-recreational fish catches, used primarily for research or development of underwater resources, or used for the transport of passengers for profit, charter or fee.

B. DELINQUENT ACCOUNT

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

C. EXECUTIVE DIRECTOR

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

D. EXTREME LENGTH OF VESSEL (ELOV)

The Extreme Length of Vessel (ELOV) includes all bow sprits, swim steps, anchors, dinghy davits, or any other objects attached to or otherwise adding length to the vessel.

E. GRANDFATHERED LIVEBOARD

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

F. LIVEABOARD

The Port defines a liveaboard as any person who sleeps aboard a vessel more than fifteen (15) days in any month while the vessel is moored at the Marina.

G. MANAGEMENT

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

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. 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.

J. NEW LIVEABOARD

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

K. PAST DUE

Invoices are due on the first day of each month. Invoices or statements issued for any charge or charges prescribed by this tariff remaining unpaid on the tenth day of the month are past due.

L. 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.

M. PORT PREMISES

The words "Port premises" as used in these regulations shall mean those areas within the Marina, including water, land, air space above, and all buildings.

N. RETAINER LIST

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

O. 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.

P. TERMS OF PAYMENT

Moorage charges and gear locker rentals apply against vessels, their owners, agent or operators and are payable in advance. Terms are net cash, U.S. funds. Invoices covering charges in this tariff, as issued by the Port are due and payable upon presentation.

Q. VESSEL AS HAZARD OR IN DANGER OF SINKING

Any vessel which, in the opinion of the Port, is in danger of sinking, sustaining any other damage, or is a hazard to other vessels or the premises, may immediately and without notice be moved, and may be placed in storage ashore or under the control of a private marina as bailees of the Port. All expense and risk of loss or damage resulting therefrom shall be borne by the vessel owner, as shall the cost of any salvage services have rendered by the Port.

END OF SECTION

SECTION TWO
RULES AND REGULATIONS

ITEM 2100
RULES AND REGULATIONS

Anyone visiting or using Port premises, or its facilities does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property or persons within Port premises.

A. HARBOR ISLAND REGULATIONS

1. Moorage assignments and payment of moorage charges shall be administered at the Shilshole Bay Marina boat harbor office, in accordance with current Port tariff.
2. Any vessel, vehicle, property, gear, or equipment will be parked, stored, moored or maneuvered in Port premises in a safe and orderly manner.
3. The Executive Director may establish such reasonable traffic and parking regulations as may be required for orderly handling of motor vehicles on the Port premises. A vehicle parked in violation of any such sign or regulations may be towed and impounded in accordance with individual marina parking guidelines at owner's expense.
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, Port 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 Port premises to any person who shall refuse to comply with these rules and regulations. Any such person may be subject to prosecution as a trespasser to the fullest extent possible under the law.
7. All Washington State vessels must have and maintain a current Washington State Vessel Registration that shall be posted on their vessel in clear view. Documented vessels are not required to post their registrations; however, they must supply proof of current vessel registration when requested. Failure to post or provide current Washington State vessel registration may result in termination of moorage.

Moorage customers shall provide up to date proof of vessel insurance and a current Washington State vessel registration, which is required by state law [RCW 88.26.030](#), upon slip assignment and/or as requested by the Port. Non-residents of the state may present the following as a substitute for Washington State vessel registration: Proof of non-residence (vessel may only stay 60 days), a one-year use permit for vessels 30' or longer obtained under [RCW 82.08.700](#) or [82.12.700](#), a nonresident vessel permit under [RCW 88.02.620](#) where use in this state does not

exceed 6 months in any continuous 12 month period. Foreign vessels may present a US Customs service cruising license or permits issued by the State of Washington allowing an extended stay.

8. Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Engaging in the illegal use of or being instrumental in the exchange of illegal substances on Port premises is expressly forbidden.
9. It is against the law to discharge hazardous substances, oil, cleaning products, and untreated sewage into U.S. navigable waters. The owner, operator or person in charge of the vessel at the time will be subject to fines and charged for clean-up costs. If the responsible party fails to report the spill to appropriate authorities, higher fines and a jail sentence may be imposed. See [33 USC 1321](#). No garbage, trash, oil, cleaning products, fuel, debris, or other material, liquid or solid, shall be deposited in the water or on land areas of 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. For more information on environmental regulations, see Best Management Practices (BMPs).
10. All vessel owners, operators, crew or guests using the Port premises or its facilities for moorage or otherwise shall keep his/her vessel, gear locker, boathouse, net areas, and the pier or finger in the vicinity of his/her vessel neat, clean, orderly, and shipshape.
11. Anyone present on or in the Port premises and/or using Port premises or equipment shall comply with any verbal or written signs or communicative, including administrative and operational policies and procedures, issued or posted by the Executive Director or Port Commission.
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. 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.
15. Vessels which, in the opinion of the Executive Director, do not meet normal safety standards or because of their size or construction are hazardous to the Port premises or other vessels or facilities will be denied permission to remain on Port premises.

Vessels, which in the opinion of the Executive Director, have been altered so that they fail to conform with the manufacturer's vessel design, are not allowed at Port Marinas. Floating Homes, House Barges and vessels that have been modified to serve primarily as a residence and not a navigable vessel are prohibited at Port Marinas.

16. 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.

17. To avoid injury or damage to persons, property or the environment, vessels moored at Harbor Island 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.

18. 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.
19. Discharging any material from vessels in a manner inconsistent with federal law is prohibited while in the Port premises. This prohibition includes discharge of sewage from toilet facilities. See Environmental Protection Agency regulations implementing the Clean Water Act, section 312 (standards for marine sanitation devices [MSDs]): [40 C.F.R. 140 et seq](#), [USC Title 33 Chapter I Subchapter O Part 159](#), [Revised Code of Washington \(RCW\) 90.48.080](#), [Washington Administrative Code \(WAC\) 173-201A](#), and Coast Guard regulations implementing [CWA section 312](#), [33 C.F.R. 159](#), [Subparts A-D](#).
20. The owner, operator, or person in charge of the vessel at the time of illegal discharge can be fined according to laws governing U.S. navigable waters. Vessels violating federal discharge laws shall be deemed in violation of this article and the moorage agreement and may be subject to termination of moorage. If a permit for living aboard is granted, management may require subscription to a sewage removal service and may request documents to confirm that such a contract has been entered into as a condition of the moorage agreement.
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 in any 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. Keeping children safe is a priority at Harbor Island 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. Harbor Island

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.

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 or charter of vessels while moored in Port premises shall be subject to the approval of the Executive Director.
30. Vessel gear and dock carts shall be returned to the top of the corresponding ramp or dock immediately after use.
31. Unattended vessels will not remain moored at any fuel float.
32. No commercial use of facilities on 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 set out in separate instructions as issued by the Executive Director.
33. The Port reserves the right to inspect any of its property, such as dock boxes, bike lockers, finger piers, slips, and any other Port premises, at any time. Failure to inspect shall not be deemed to create any responsibility and/or liability upon the Port.
34. No major repair work or outfitting, spray-painting, sandblasting, sanding, welding or burning on vessels will be performed in the marina. Painting, scraping, and refinishing of vessels when in the water is limited to minor touch ups that include a small area on the superstructure, deck and hull above the waterline. All minor painting, scraping and refinishing must be contained, and all debris collected. Please note that state law prohibits hull cleaning of vessels treated with sloughing and ablative anti-fouling paints and time based compounds. Extensive repair work and bottom cleaning should occur in a permitted, commercial boatyard.
35. Transfer of fuels, oils, lubricants, or other flammable liquids of any kind, from vessel to float/dock or from float/dock to vessel, is strictly prohibited. Fuel transfers are only allowed at designated areas such as the fuel dock. Please inquire at the marina/terminal office for assistance.
36. 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:
 - d) Human-powered vessels of any size.
 - e) Guest moorage vessels staying less than 30 days.
37. 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.

38. 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 anytime.

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

39. Any commercial fishing or other commercial vessel of an industrial nature such as a tug, dive, research vessel or barge is required to carry a minimum of \$300,000 (three hundred thousand dollars) of liability insurance if moored for 30 days or more. Wreck removal and pollution prevention coverage is also required.

B. 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.

C. 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 3110 (A) for electric rates.)

D. SLIP SIZE RESTRICTIONS

A few slips at Harbor Island Marina are compromised by obstructions, shallows, or other restrictions. The full slip length as measured may not be usable. Charges for moorage in such slips will be determined by slip size, overall vessel length, or usable span within the slip, per management discretion.

E. LIABILITY LIMITATIONS

The Port of Seattle does not accept any liability for damages to property or injury or death of individuals caused by, or resulting from, persons, corporations, agents, or employees performing a service to a private vessel moored or located on Port premises. The Executive Director shall be authorized to publish and enforce appropriate rules to ensure security and safety on Port premises including requiring appropriate hold harmless agreements, release agreements and evidence of insurance. Permission granted by the Executive Director shall be solely for regulation. The Port assumes no responsibility for any loss or damage resulting from the use of Port premises by said person, corporation, agent, or employee of a vessel owner. Work performed on vessels moored on Port premises must be accomplished in such a manner as to avoid interference with other users and must not constitute any hazard to persons or property. Such persons, corporations, agents or employees will comply with all Federal, State, City and Port rules and regulations.

F. RENTAL OF MOORED VESSELS

Moorage agreements and liveaboard status are valid only for the person(s) who entered into those agreements with the Port of Seattle and are not transferable. Use of a moored vessel as a Bed & Breakfast, a rental dwelling or as lodging of any sort is expressly prohibited by the Port of Seattle, at any of its marinas, terminals, and moorage facilities. The advertising of vessels, through any media

or format, as available for rental, any offers to allow renters, or the discovery of persons on board a vessel without the registered agreement holder present, may result in immediate termination of the moorage agreement.

G. TERMINATION OF MOORAGE

Any vessel violating the moorage agreement or the rules and regulations pertaining to Harbor Island Marina or this Tariff shall be subject to termination of the agreement. The Port may terminate the moorage agreement of any vessel for any reason upon thirty (30) days' notice; or for a violation of the moorage agreement, or the rules and regulations pertaining to Harbor Island Marina or this Tariff, upon ten (10) days' notice. Notice shall be by personal delivery or by placing, in the U.S. Mail, a registered letter to the owner at his/her last known address, and by posting a notice on the vessel. The notice shall state that moorage is being terminated, that the owner has ten (10) days from the date of the notice to remove the vessel from Harbor Island Marina if for a violation of the moorage agreement, Tariff or rules, or thirty (30) days in the case of termination for any reason other than such a violation of the moorage agreement, Tariff or rules, and that the vessel will thereafter be removed by the Port at the owner's expense. A vessel remaining at Harbor Island Marina after the notice period has elapsed will be considered a Violation Vessel.

H. REMOVAL OF VIOLATION VESSELS

A violation vessel may immediately and without notice be moved by the Port from Harbor Island Marina to another location. Notice will be given, or attempted to be given, prior to moving a vessel whenever a non-emergency situation exists. All expenses and risk of loss or damage resulting therefrom shall be borne by the vessel owner. In the event the vessel is moved to another marina, the vessel owner shall, in addition, be liable to the Port for the prevailing moorage rate and other fees customarily charged at the facility to which the vessel is moved. Provided, however, that Item 2100 (H) shall not apply and the Port shall proceed under item 2100 (J), if the only cause of violation is the non-payment of Port charges.

I. REMOVAL OF VESSEL 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 Harbor Island Marina, so that the vessels are in the possession and control of the Port and cannot be removed from Harbor Island Marina.

These procedures may be used if an owner mooring or storing a vessel at Harbor Island Marina fails, after being notified that charges are outstanding and of the owner's right to commence legal proceedings to contest that such charges are outstanding, to pay the Port charges owed or to commence legal proceedings to contest the charges. Notice shall be by placing in the U.S. Mail a registered letter to the owner at his/her last known address, and by posting a notice on the vessel. In the case of a transient vessel or where no address was furnished by the owner, the Port need not give such notice prior to securing the vessel. The notice shall set forth the charges owing, shall inform the owner of his/her right to commence legal proceedings to contest the charges, and shall state that the Port may terminate the moorage and seize the vessel if charges are not paid or legal proceedings are not commenced to contest charges. At the time of securing the vessel, an authorized Port employee shall attach to the vessel a readily visible notice. The notice shall be of a reasonable size and shall contain the following information:

- a. The date and time the notice was attached;
- b. A statement that if the account is not paid in full within ninety (90) days from the time the notice is attached, the vessel may be sold at public auction to satisfy the Port

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

The Port shall review its records to ascertain the identity of the owner or anyone with an ownership interest in the vessel. The Port shall notify the owner, and anyone known to the Port to have an ownership interest in the vessel by registered mail in order to give them the information contained in the notification.

2. The owner may regain possession of the vessel by:
 - a. Planning arrangements satisfactory to the Port for the immediate removal of the vessel from the moorage facility or for authorized moorage; and
 - b. Making payment to the Port of all Port charges, or by posting with the Port a sufficient cash bond or other acceptable security to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate, and the Port shall receive so much of the bond or other security as is agreed or as is necessary to satisfy any judgment, costs, and interest as may be awarded to the Port. The balance shall be refunded immediately to the owner at his/her last known address.
3. If a vessel has been secured by the Port under subsection (1) of this section and is not released to the owner under the bonding provisions of this section within ninety (90) days after notifying or attempting to notify the owner under subsection (1), the vessel shall be conclusively presumed to have been abandoned by the owner.
4. Before the vessel is sold, the owner or anyone known to the Port to have an ownership interest in the vessel shall be given at least twenty (20) days' notice of the sale in the manner set forth in subsection (1) of this section. The notice shall contain the time and place of the sale, a reasonable description of the vessel to be sold, and the amount of Port charges owed with respect to the vessel. The notice of sale shall be published at least once, more than ten (10) but not more than twenty (20) days before the sale, in a newspaper of general circulation in King County. Such notice shall include the name of the vessel, if any, the last known owner and address thereof, and a reasonable description of the vessel to be sold.

The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale. In the event no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are not made within ten (10) days of sale, title to the vessel will revert to the Port.
5. The proceeds of a sale shall first be applied to the payment of Port charges. The balance, if any shall be paid to the owner. If the owner cannot in the exercise of due diligence be located by the Port within one (1) year of the date of the sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to Chapter [63.28 RCW](#). If the sale is for a sum less than the applicable Port charges, the Port is entitled to assert a claim for deficiency.
6. 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.

7. 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, located at Shilshole Bay Marina.

The Port of Seattle may, upon written notice to the owner, terminate moorage of vessels within ten (10) days after notice in person or by registered mail to the last known addresses of the owner and by the posting of a copy of such notice on the vessel. If the owner fails to remove the vessel, the Port of Seattle may move the vessel to another location with all expenses and risk of loss and damage for account of the owner – and/or exercise any and all Port rights against the vessels and their owners, including, without limitation, the right of vessel sale, under applicable Federal and State law.

Any vessel which, in the opinion of the Port or Manager, is in danger of sinking or is a hazard to other vessels or the premises may be removed forthwith with all expense and risk of loss or damage for the account of vessel's owner; or, should the Port be obliged to render salvage services to any vessel, the costs thereof shall be for account of the owner.

The Port of Seattle shall be entitled to recover costs and expenses, including reasonable attorney's fees and court costs incurred in termination, removal, or salvage as covered in this item.

The Executive Director or his/her designee may at their option condition continued moorage of a vessel at a Port operated small vessel marina on all owners of the vessel signing a moorage agreement.

J. RETAINER LIST

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

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

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

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

K. TARPS ON VESSELS

Tarps are allowed on vessels in the marina when used to cover work in progress, as per regulations from the Shilshole Best Management Practices (BMP) 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.

L. LIVEBOARD AUTHORIZATION

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

END OF SECTION

SECTION THREE
RATES & FEES

ITEM 3100
MOORAGE
RATES

A. MONTHLY MOORAGE-COMMERCIAL

\$13.09 will be charged per foot, by slip length or ELOV, whichever is greater.

B. MONTHLY MOORAGE –NON-COMMERCIAL

Rate per lineal foot or fraction thereof of overall vessel length and/or berth length whichever is greater.

Berth Size	Rate per Vessel Foot per Month
Up to 32 feet	\$11.58
33 feet to 40 feet	\$11.83
41 feet and above	\$12.04

C. INCIDENTAL CHARTER VESSEL & GUEST MOORAGE RATES PER FOOT (ELOV)

Charter and guest moorage is not offered on an ongoing basis at Harbor Island Marina; incidental charter and guest moorage by manager’s approval only.

	0 - 49 ft.	50 - 99 ft.	>100 ft.
Peak Season All week Per foot. Per day	\$1.69	\$1.96	\$2.53
Off Peak Season Per foot. Per day	\$1.41	\$1.41	\$2.53
All Weekends Per foot. Per day	\$1.69	\$1.96	\$2.53

ITEM 3110
RATES

A. ELECTRIC SERVICE RATES

Electric rates shall be in accordance with City of Seattle Ordinance 121320 as amended by Ordinance 122213. Rates charged under this provision of this item are calculated annually by averaging the

Seattle City Light kilowatt per hour (kWh) rate billed to the Port of Seattle, with any associated City of Seattle rental equipment, demand charges or discounts. There will be a \$2.00-per-meter monthly service fee.

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

ITEM 3120

FEES

A. WAIT LIST

The moorage wait list fee for Harbor Island Marina is \$100.00 and is nonrefundable.

B. LIVEBOARD

Category	*1/19 – Restroom Completion	After Restroom Completion	1/21 – 12/21
New Liveboard		\$117.35/month	\$117.35/month +CPI
Grandfathered Liveboard	\$100.00/month	N/A	N/A

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

C. NEW LIVEBOARD

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

D. SERVICE FEE

Rate(s) charged under this tariff and paid by “debit or credit card” may incur a service fee for the added transaction processing costs as required by [RCW 36.29.190](#).

E. NON-SUFFICIENT FUND (NSF) CHARGES

A \$40.00 per transaction fee or the face amount of the check or electronic payment, whichever is less, will be charged and due within fifteen days on payments returned by the bank (except for bankruptcy) per [RCW 62A.3-15](#).

F. CLEAT INSTALLATION

A fee of \$105.00, paid in advance and non-refundable, will be charged for installation of each cleat. The cleat installation fee is not subject to sales tax.

G. CHANGE REQUEST

A fee of \$105.00 may 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.

H. RETAINER LIST

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

I. 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.

J. INSURANCE NON-COMPLIANCE FEE

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

K. BOAT PUMPING (IN THE EVENT OF AN EMERGENCY)

\$100.00 per hour with a minimum of one (1) hour. This fee applies to any vessel, including dinghies.

END OF SECTION

ITEM 4000
TRIBAL AND COMMERCIAL FISHING VESSELS

ITEM 4100
DEFINITIONS

A. ACTIVE TRIBAL FISHING VESSELS

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

B. INACTIVE TRIBAL FISHING VESSELS

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

C. COMMERCIAL VESSELS

A commercial vessel is defined to include, but is not limited to, any vessel which is used or retained primarily for commercial purposes, operated by a person who has been or will be using it to engage in commercial activity during the current course of travel or passage, held for charter, used for the transport of freight or non-recreational fish catches, used primarily for research or development of underwater resources, or used for the transport of passengers for profit, charter or fee.

ITEM 4200
RULES & REGULATIONS

A. TRIBAL VESSEL MOORAGE

The Port shall provide temporary moorage for two Muckleshoot Indian Tribe program vessels at Harbor Island Marina, Terminal 102 during the season for Chinook, Coho, Pink and Chum fishing activities in Elliot Bay and Duwamish Waterway, in accordance with the Inter-local agreement between the Muckleshoot Indian Tribe and Port of Seattle dated August 10, 2010.

B. COMMERCIAL INSURANCE REQUIREMENTS

1. Any commercial fishing or other commercial vessel of an industrial nature such as a tug, dive, research vessel 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.
2. 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.
3. Any commercial fishing or other commercial vessel of an industrial nature such as a tug, dive, research vessel 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.

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

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

**END OF PORT OF SEATTLE MOORAGE TARIFF #6, AS PERTAINS TO
HARBOR ISLAND MARINA**