



MOORAGE TARIFF #6 – PORT OF SEATTLE HARBOR ISLAND MARINA

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 \$14.43

MONTHLY MOORAGE RATES – NON-COMMERCIAL

Berth Size	Rate Per Foot
Up to 32 feet	\$12.16
33 feet to 40 feet	\$12.42
41 feet and above	\$12.64

MONTHLY LIVEABOARD FEE

\$109.20

Incidental Charter and Guest Moorage Accommodation by Manager Approval Only

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

AUTHORITY

As authorized by the Port of Seattle, these Rules and Regulations are fully enforceable, applicable, and valid within the boundaries of Port of Seattle marinas. Following these rules does not exempt any individual or entity from duties and obligations under the law. The following Rules and Regulations are to be construed in conformity with all Federal, State and Local laws. 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. In addition to these regulations, the Director is empowered to issue such other instructions, standards, policies, procedures, or practices as may be deemed necessary for the safety and wellbeing of marina users or otherwise in the best interests of the Port. The Port of Seattle assumes no responsibility for damage, loss, or injury on Port property. Anyone visiting or using Port premises, or its facilities does so at his/her own risk. All vessels or vehicles using facilities or space within Port premises will be subject to all the charges, rules, and conditions as prescribed by Port tariff.

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.

REMOVAL OF VIOLATION VESSELS

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

SECTION ONE: DEFINITIONS

GENERAL DEFINITIONS

COMMERCIAL VESSELS

A commercial vessel is defined as any vessel which is used or retained primarily for commercial purposes.

DAILY, TRANSIENT, OR GUEST VESSEL

Daily, transient, or guest vessels include any vessels seeking a harbor of refuge use of a moorage facility on a space as available basis.

DELINQUENT ACCOUNT

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

EXECUTIVE DIRECTOR

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

EXTREME LENGTH OF VESSEL (ELOV)

The Extreme Length of Vessel (ELOV) includes any objects attached to or otherwise adding length to the vessel.

LIVEABOARD

Only applies to Shilshole Bay Marina and Harbor Island Marina. Any vessel with an owner or immediate family member that stays aboard a vessel overnight more than fifteen (15) days in any month while the vessel is moored at the marina.

MONTHLY MOORAGE

Moorage is assigned to a vessel that has agreed to the terms and conditions contained in a Monthly Moorage Agreement between the Port and the vessel owner.

MOORAGE

Moorage is defined as the act of tying up, anchoring, or otherwise securing a vessel within the confines of the marina whether in the water or on land.

PAST DUE

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

PEAK AND OFF-PEAK SEASON

Peak Season - June 1st through September 30th Off-Peak Season - October 1st through May 31st

PEAK WEEKENDS

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

PORT PREMISES

Port premises consist of any area, either land or over water and all buildings that are under the jurisdiction of the Port of Seattle.

RECREATIONAL VESSELS

Any vessel that is used solely for the purpose of enjoyment, sport, leisure, or pleasure. Commercial vessels may be considered recreational vessels when, for a period of time, the use is solely for the owner or operator's personal enjoyment, sport, leisure, or pleasure and not combined with any commercial use.

RETAINER LIST

The Retainer List is a paid service for waitlist customers; decline their initial waitlist opportunity selection 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.

SEAWORTHINESS

A vessel that in the opinion of marina management is operable and ready for immediate cruising in local waters under its own power and as originally designed.

SMALL CRAFT

Vessels less than 16 feet, including but not limited to kayaks, canoes, jet skis, and sailboards.

SUBLEASE

A wet or dry moorage space being used by another vessel not owned by the moorage agreement holder for any period of time.

SUBLESSEE

A vessel owner with a vessel under a sublease.

SUBLESSOR

One that grants a sublease.

TRANSIENT MOORAGE

Short-term moorage, whereby the vessel is granted permission to moor but does not enter into a Monthly Moorage Agreement.

VESSEL AS HAZARD OR IN DANGER OF SINKING

Any vessel deemed by the Port that is in danger of sinking, sustaining damage, or is a hazard to other vessels, the environment, or the premises.

VIOLATION VESSEL

Any vessel entering and mooring a Port of Seattle marina without authorization; or remaining after moorage has been terminated; or is deemed by the Port of Seattle to be out of compliance with any laws, rules, or regulations, a nuisance, in danger of sinking, or is creating any other hazard or damage.

CHARTER, TRIBAL, AND COMMERCIAL FISHING VESSELS DEFINITIONS

ACTIVE TRIBAL FISHING VESSELS

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

CHARTER VESSELS

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

COMMERCIAL FISHING

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

COMMERCIAL FISHING VESSEL

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

INACTIVE TRIBAL FISHING VESSELS

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

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.

RETAIL OPERATIONS

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

SEAFOOD

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

END OF SECTION

SECTION TWO: RULES AND REGULATIONS OF MARINAS

A. GENERAL PROVISIONS

1. Anyone present on or in the Port premises and/or using Port facilities or equipment shall comply with any verbal or written signs or communicative, including administrative and operational policies and procedures, issued or posted by the Executive Director or Port staff present on or in the Port premises and/or using Port facilities or equipment shall comply with any verbal or written signs or communicative, including administrative and operational policies and procedures, issued or posted by the Port of Seattle.
2. The Port reserves the right to inspect any of its property, such as dock boxes, bike lockers, finger piers, slips, and any other Port property, at any time. Failure to inspect shall not be deemed to create any responsibility and/or liability upon the Port.
3. 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.

ELECTRONIC ACCESS TO MARINA DOCKS AND FACILITIES TO CONDUCT BUSINESS

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

LIVEABOARD AUTHORIZATION

At Shilshole Bay and Harbor Island Marinas monthly moorage customers, including subleases, must obtain permission to remain aboard vessel overnight for fifteen days or more in a single month. Customers must agree, sign, and adhere to the "Authorization to Liveaboard Agreement" issued by the Port.

DOCK BOXES

Dock boxes, where provided, are for the storage of dry boating gear and equipment. Storage of liquids, explosives, flammables, toxins, or otherwise hazardous materials in dock boxes are strictly prohibited.

IN WATER DINGHY STORAGE

In water storage of dinghies and dinghy floats are only permitted when fits within the assigned slip area. Out of water dinghy storage is only permitted when secured to a Port installed dinghy rack.

NO STORAGE ON DOCKS

No storage of any kind is permitted on Port docks, floats, and piers; this includes crab pots, boating equipment, containers, extra chain and lines, buckets, etc. Reasonably sized boat steps are permitted at the discretion of marina management.

DOCK CART USAGE

Dock carts are provided for the transportation of boating equipment and gear only and within the marina. Dock carts are not allowed off marina property for any reason. Dock carts shall be returned to

the top of the corresponding ramp or dock immediately after use.

DISCHARGE OF SEWAGE

Discharge of sewage from vessels while moored at Harbor Island Marina is strictly prohibited. Moorage customers in violation of this rule are subject to fines and termination.

B. CONDITIONS OF MOORAGE

1. Moorage assignments and payment of moorage charges shall be administered by marina management and staff in accordance with the current Port tariff. Moorage charges apply against vessels, their owners, agent, or operators and are payable in advance. Terms are net cash, U.S. funds. Invoices covering charges in this tariff, as issued by the Port are due and payable upon presentation.
2. Moorage space, once assigned, may not be sub-assigned (subleased) by the user without written approval of the Executive Director.
3. 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:
 - i. Hull length greater than 16 feet.
 - ii. 10-horsepower motor or larger.
 - iii. Launched or retrieved by operation of a Port of Seattle hoist. Vessels exempt from this policy include:
 - iv. Human-powered vessels of any size.
 - v. Dinghies/tenders that are covered under a vessel's insurance policy or moored on the dinghy floats at the marina.
 - vi. Vessels in dry moorage at the marina that do not use the Port of Seattle hoist to be launched or to be retrieved.
 - vii. Guest moorage vessels staying less than 30 days.
4. Liability insurance is to always remain current and in effect as a condition of moorage. Evidence of insurance may be requested by marina management at any time.
 - i. Failure to present up to date proof of insurance may result in a non-compliance fee and may lead to termination of moorage.
5. As required by state law RCW 88.26.030, moorage customers shall provide up to date proof of vessel insurance and a current Washington State vessel registration, upon slip assignment and/or as requested by the Port. Non-residents of the state may present the following as a substitute for Washington State vessel registration: Proof of non-residence (vessel may only stay 60 days), a one-year use permit for vessels 30' or longer obtained under RCW 82.08.700 or 82.12.700, a nonresident vessel permit under RCW 88.02.620 where use in this state does not exceed 6 months in any continuous 12-month period. Foreign vessels may present a US Customs service cruising license or permits issued by the State of Washington allowing an extended stay.
6. 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.

7. 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.
8. Vessels moored in a Port marina must be completely seaworthy at all times. In cases where a vessel does not appear to have left its mooring for a long period of time and the question of seaworthiness 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. If the vessel is deemed by marina management as unsafe or otherwise a hazard, marina management may ask the owner to remove the vessel from the marina.
9. 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 are prohibited at Port Marinas.

C. SAFETY

1. Those utilizing Port premises shall obey all Port, Municipal, County, State, and Federal regulations and laws, and 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.
2. Any vessel, vehicle, property, gear, or equipment will be parked, stored, moored, or maneuvered in a safe and orderly manner.
3. Vessels maneuvering under sail within the confines of the marina is prohibited. However, a vessel may maneuver under sail where that is the vessel's sole means of propulsion.
4. The movement of vessels within the moorage area (between piers) must be for the purpose of mooring, entering, or leaving a slip only. Random cruising by any vessel is not permitted.
5. Vessels, vehicles, property, gear, or equipment must be parked, stored, moored, or maneuvered in a safe and orderly manner.
6. The vessel harbor speed limit is four (4) knots and no wake.
7. 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 and all persons on the docks. Shilshole Bay Marina is part of the Boat US Foundation Life Jacket Loaner for Kids program. Moorage customers and marina visitors may check out a free child life jacket at the marina office. Valid photo ID is required.
8. 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 marina.

D. PARKING

Marina management will direct staff to enforce the rules and regulations in the parking lot at Shilshole Bay Marina or Harbor Island Marina per the official parking policy. Non-adherence to the parking policy and rules within may result in immediate tow of vehicles at owner's expense without previous notification.

E. CODE OF CONDUCT

1. 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.
2. 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.
3. 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.

F. DOMESTIC ANIMALS AND PETS

1. 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.
2. Pet owners will ensure their pets are not disruptive. Non-compliance may lead to termination of moorage.
3. Pets are not allowed in customer facilities.

G. ENVIRONMENTAL

1. No garbage, trash, oil, cleaning products, fuel, debris, or other material, liquid or solid, shall be deposited in the water or on land areas of the Port facilities, or on any floats, or piers, except into containers provided for that specific purpose. Waste oils must be poured into special containers provided for that specific purpose. For more information on environmental regulations, see Best Management Practices (BMPs).
2. Transfer of fuels, oils, lubricants, or other flammable liquids of any kind, from vessel to float/dock or from float/dock to vessel, is strictly prohibited. Fuel transfers are only allowed at designated areas such as the fuel dock. Please inquire at the marina office for assistance.
3. 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.

H. CHARTER, TRIBAL AND COMMERCIAL FISHING VESSELS

COMMERCIAL USE OF FACILITIES

No commercial use of facilities at Port premises will be allowed unless a Port of Seattle permit or license has been granted by the Executive Director. The requirements and conditions for such permits and licenses shall be outlined in separate instructions as issued by the Executive Director.

CHARTER VESSEL REGISTRATION AND PROCEDURES

1. Registration - All charter vessels owners or operators shall pre-register at the marina office prior to arrival. Reservations shall be taken for all charter vessels and shall be subject to the moorage charges named in Item 3100(A). Charter vessels shall moor in assigned areas only. The Fuel Dock is not an assigned area.
2. Declaration of Security - In compliance with [33CFR105](#) (Code of Federal Regulations), all passenger vessels certified to carry 150 passengers or more must have a Declaration of Security registered with the marina office by calling prior to arrival. Under no circumstances will such vessels be allowed to enter the marina without a valid Declaration of Security prior to arrival.
3. Terms and Conditions - Charter vessels may be required to sign a Charter Vessel Operator Agreement prior to authorization for moorage at the marina. Failure to comply with the terms and conditions of the Charter Vessel Operator Agreement will result in termination of moorage privileges.
4. Time Limit - The maximum time allowed to load or unload at the charter float is one (1) hour. Management has the option to establish a contract for specialized moorage in extenuating and unusual circumstances.
5. Marine general liability coverage tailored to their operations and/or number of vessels. The Port is to be listed as an additional insured.
6. 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 \$1,000,000 (one million dollars) of liability insurance if moored for 30 days or more. Wreck removal and pollution prevention coverage is also required.
7. Liability insurance is always to remain current and in effect as a condition of moorage. Evidence of insurance may be requested by Marina Management at any time.

COMMERCIAL FISHING VESSELS

Harbor Island Marina adheres to the tariff rate, definitions, and rules and regulations of Tariff No. 6-Fishermen's Terminal.

TRIBAL FISHING VESSEL REGULATIONS AND REGISTRATION

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

4. Parking - Vehicle parking at Shilshole Bay Marina is managed with parking permits. Each Tribe will be supplied with vehicle parking permits at no cost. Vehicles with permits may park in any area so marked. Vehicles without a current parking permit displayed will be subject to impoundment. Vehicles without permits may park in any area marked "General Parking" free of charge. There is no camper or trailer parking. If a Tribal member needs to park a trailer for a short-term, arrangements must be made in advance with the marina office.

I. LABOR

[Port of Seattle Terminals Tariff](#) rates shall be used for all labor furnished at the Port of Seattle Marinas.

J. SEAFOOD SALES BY COMMERCIAL FISHERMEN

Harbor Island Marina adheres to the tariff rate, definitions, and rules and regulations of Tariff No. 6- Fishermen's Terminal.

K. TARIFF

The Port shall always conspicuously post this tariff. Posted, in this instance, means that the tariff is available online and a copy is available in the marina office.

END OF SECTION

SECTION THREE: RATES, FEES, AND DISCOUNTS

*LEASEHOLD TAX IS IN ADDITION TO NAMED RATES

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

MOORAGE RATES

A. MONTHLY MOORAGE-COMMERCIAL

\$14.43 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	\$12.16
33 feet to 40 feet	\$12.42
41 feet and above	\$12.64

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	\$1.77	\$2.06	\$2.66
Off Peak Season Per foot. Per day	\$1.48	\$1.48	\$2.66
All Weekends Per foot. Per day	\$1.77	\$2.06	\$2.66

D. 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.

E. WAIT LIST

The moorage wait list fee for Harbor Island Marina is \$105.00 and is nonrefundable.

F. LIVEABOARD

A monthly fee of \$109.20 plus tax per berth/vessel, including leasehold tax, is required in order to maintain authorization to liveaboard.

G. 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](#).

H. 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](#).

I. 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.

J. 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.

K. RETAINER LIST

There is a \$52.50 one-time, non-refundable, non-transferable fee to be added to the Retainer List.

L. LATE FEES ON PAST DUE INVOICES

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

M. INSURANCE NON-COMPLIANCE FEE

The insurance non-compliance fee is \$52.50. Continuing non-compliance is grounds for termination of moorage.

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

\$105.00 per hour with a minimum of one (1) hour. This fee applies to any vessel, including dinghies.

END OF SECTION

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