



MOORAGE TARIFF #6 PORT OF SEATTLE SALMON BAY 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 SALMON BAY MARINA

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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. DELINQUENT ACCOUNT

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

B. EXECUTIVE DIRECTOR

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

C. FLOATING OVER-WATER RESIDENCES

Those floating residences, Floating Over-Water Residences (FOWR) and house barges existing at Salmon Bay Marina on June 8, 2018, that do not meet the definition of a Vessel.

D. 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.

E. MANAGEMENT

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

F. MANEUVERING

1. Maneuvering under sail within the confines of Salmon Bay Marina is prohibited. However, a Vessel may maneuver under sail where that is the Vessel’s sole means of propulsion.
2. 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.
3. Vessels, vehicles, property, gear, or equipment must be parked, stored, moored, or maneuvered in a safe and orderly manner.
4. The Vessel harbor speed limit is four (4) knots and no wake.
5. Human powered crafts may only use the waters inside the Marina to enter and exit the Marina.

Using the waters within the Marina for random cruising or training is not permitted without the express written permission of the Marina Management.

G. MONTHLY MOORAGE

Berthage assigned to a Vessel or Floating Over-Water Residences 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.

H. MOORAGE

Moorage for recreational or commercial Vessels, or Floating Over-Water Residences, only includes use of mooring space alongside of float or dock and access for sustenance and supplies over the float or dock for the Vessel or Floating Over-Water Residences paying moorage charges.

I. PAST DUE

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

J. PORT CHARGES

Charges for moorage and storage, and all other charges owing or to become owing under an agreement between a Vessel owner or Floating Over-Water Residences 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 or Floating Over-Water Residences.

K. PORT PREMISES

Port premises consist of any area, either land or over water, air space above, and all buildings that are under the jurisdiction of the Port of Seattle, including Port Harbors, Ports, Port Facilities, Vessel Harbors, Terminals, etc.

L. RECREATIONAL VESSELS

Any Vessel that is used solely for the purpose of enjoyment, sport, leisure, or pleasure is considered a Recreational Vessel. Any Vessel that is otherwise defined as a commercial Vessel may be considered a Recreational 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.

M. SMALL CRAFT

Small craft is defined as Vessels less than 16 feet, including but not limited to kayaks, canoes, jet skis, and sailboards.

N. SUBLEASE

A Sublease is a lease by a tenant or lessee of part or all a leased moorage space to another person but with the original tenant retaining some right, responsibility, or interest under the original lease.

O. TERMS OF PAYMENT

Moorage charges apply against Vessels, or Floating Over-Water Residences, their respective owners, agent, or operators and are payable in advance using ACH, a credit card online, mailing a check, or during regular business hours, Monday through Friday from 8:00 am to 4:30 pm at Fishermen's Terminal office, 206-787-3395. Terms are net cash, U.S. funds. Invoices covering charges in this tariff, as issued by the Port are due and payable upon presentation.

P. VESSEL

Any description of self-propelled watercraft historically and customarily used as a means of transportation of persons over water. The term "Vessel" does not include existing floating residences, Floating Over-Water Residences, and house barges moored at Salmon Bay Marina on June 8, 2018.

Q. VESSEL OR FLOATING OVER-WATER RESIDENCES AS HAZARD OR IN DANGER OF SINKING

Any Vessel or Floating Over-Water Residences 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 or Floating Over-Water Residences owner, as shall the cost of any salvage services have rendered by the Port.

R. VIOLATION VESSEL

Any Vessel entering and remaining at Salmon Bay Marina without authorization; or remaining at Salmon Bay Marina 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.

END OF SECTION

SECTION TWO – RULES AND REGULATIONS

Anyone visiting or using 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 the Port premises.

ITEM 2100

RULES AND REGULATIONS

A. USE OF PORT PROPERTY

All Vessels, Floating Over-Water Residences or vehicles using facilities or space within Port premises will be subject to all 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 fully subject to prosecution as a trespasser possible under the law.

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.

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 their actions or Vessels do not become a hazard to themselves or other Vessels or persons in the Port premises.

The Port reserves the right to inspect any of its property, such as storage, 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.

To avoid injury or damage to persons, property or the environment, Vessels and Floating Over-Water Residences moored at Salmon Bay Marina must be properly maintained in a safe and hazard free condition. A Vessel or Floating Over-Water Residences 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 or Floating Over-Water Residences 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 or Floating Over-Water Residences, and by undertaking such an inspection, the Port assumes no responsibility for the Vessel or Floating Over-Water Resident's condition or safekeeping.

B. MOORAGE

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.

Vessels are responsible for adequate fendering to protect against damage to the pier and other Vessels and for securing the Vessel with adequate bow, stern and spring lines. Four (4) or more lines are required.

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. Moorage Customers must provide a copy of their annual insurance compliance certificate to the Port to demonstrate current coverage. 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. Floating Over-Water Residences must maintain and provide proof of any city, county, state or federally mandated permits, plaques, certification or inspection.

All Vessel and Floating Over-Water Residences owners, operators, crew or guests using the Port premises or its facilities for moorage or otherwise shall keep their Vessel or Floating Over-Water Residences, gear locker, boathouse, covered moorage, net areas, and the pier or finger in the vicinity of their Vessel or Floating Over-Water Residences neat, clean, orderly, and shipshape. Nothing shall be hung or installed on any Port structures, including pilings, covered moorage, docks, and boathouses.

Posting of signs for the sale of Vessels or Floating Over-Water Residences while moored in Port premises shall be subject to the approval of the Executive Director.

Vessels or Floating Over-Water Residences may be moved by the Executive Director for the protection of life or property or best utilization of the facility.

Owners may not transfer or assign any rights or use of their vessel to any other person (except for Boat Sales).

Boat Sales: Vessel Owners in good standing may sell their vessels to prospective buyers. All prospective tenants for Salmon Bay Marina must meet all terms and conditions specified in the moorage agreement. Fishermen's Terminal/Salmon Bay Marina Management Staff reserves the right to approve or deny continued moorage. If approved, the new owners shall be allowed to remain in the previous owners assigned slip for up to 12 consecutive months while awaiting advancement on their specific waiting list. Moorage assignments and payment of moorage charges shall be administered at the Fishermen's Terminal office.

C. EXISTING FLOATING OVER-WATER RESIDENCES (FOWR)

The Port has elected to accommodate Floating Over-Water Residences (FOWR). Owners in good standing will be allowed to remain in their current moorage location.

Transfer of ownership of Floating Over-Water Residences will result in termination of the Moorage Agreement. New Owners are required to immediately execute a new moorage agreement to be allowed to remain in the current moorage location.

Leases of current Floating Over-Water Residences (residential) may remain provided the marina has all of the current, pertinent information about the Existing Renter including appropriate insurance coverage. No new leases shall be authorized.

In no event shall leases be for less than six months.

The Port will manage a waiting list, consistent with the policy to allow equal opportunity to access to moorage, this list will be "first come first serve". In addition, as is customary at our marinas, different

vessels will have priority for slips that fit their specific need. Seven (7) slips will be identified for licensed FOWR. FOWR will have priority for those specific vacant slips.

Rule violations must be corrected within a reasonable period. Failure to correct violations may result in termination of the Moorage Agreement.

Moorage charges that remain unpaid past 30 days may result in termination of the Moorage Agreement or other penalties.

D. VESSEL AND FLOATING OVER-WATER RESIDENCES REQUIREMENTS

A Vessel moored in the Marina must, at all times, be completely seaworthy, meaning that it is operable and ready for immediate cruising in local waters. A Vessel must be able to safely maneuver under its 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. Floating Over-Water Residences must be maintained in a safe condition.

Vessels and Floating Over-Water Residences 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 to the manufacturer's Vessel design, are not allowed at Port Marinas.

E. REGISTRATION REQUIREMENTS

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, annually as the insurance policy renews, and/or as requested by the Port. Non-Residences 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.

F. INSURANCE REQUIREMENTS

Vessels

The Port does not carry insurance covering the Vessel or the owner's property. The owner, at the owner's sole expense, shall procure and keep in force Vessel hull and machinery insurance (or equivalent property insurance) providing full coverage for the Vessel and its contents, and collision liability coverage.

If the liability insurance policy limit requirements set forth below are inapplicable, the owner, at the owner's sole expense, shall procure and keep in force throughout the term of the Moorage Agreement liability insurance (aka protection and indemnity insurance), which includes wreck removal coverage, in the amount of at least \$300,000 (three hundred thousand dollars) per occurrence, and pollution liability insurance in the amount of at least \$300,000 (three hundred thousand dollars) per occurrence.

The owner, at the owner's sole expense, shall procure and keep in force throughout the term of the

Moorage Agreement liability insurance (i.e., protection and indemnity), which includes wreck removal coverage, in the amount of at least \$500,000 (five hundred thousand dollars), per occurrence, and pollution liability insurance in the amount of at least \$500,000 (five hundred thousand dollars) per occurrence, if the Boat is moored thirty (30) days or more and comes within any of the following categories: 1) has a hull length of greater than 16 (sixteen) feet; 2) has a motor of 10 (ten) or more horsepower; and/or 3) is in dry moorage that requires a Port hoist for launch and/or retrieval.

The above required policies shall be issued by insurers authorized to do business in the State of Washington, shall name the Port of Seattle as an additional insured and shall waive subrogation against the Port of Seattle. All of the policies shall be clausured to require the respective insurers to give the Port advance notice of any changes in policy terms or of policy cancellation. The foregoing insurance policies are to remain current and in effect at all times as a condition of moorage. The owner is required to provide proof of the above insurance at the commencement of the Moorage Agreement and annually thereafter when the policies are renewed, or from time to time as requested by the Port.

Floating Over-Water Residences:

The Port does not carry insurance covering the Floating Over-Water Residences, the property of the owner or the property of the Existing Renter.

The owner, at the owner's sole expense, will procure and keep in force throughout the term of the Moorage Agreement (1) an insurance policy or policies with limits of not less than \$500,000 per occurrence providing coverage for all legal liabilities including, but not limited to, personal injury, bodily injury property damage, and pollution liability arising out of, or in any way connected with, the use and/or moorage of the Floating Over-Water Residences at the Marina, and the costs of removal and disposal of the Floating Over-Water Residences in the event it sinks, is damaged or destroyed for any reason; and (2) an insurance policy or policies providing full coverage for the Floating Over-Water Residences and its contents against loss or damage.

The foregoing policies shall be issued by insurers authorized to do business in the State of Washington, shall name the Port of Seattle as an additional insured, and shall waive subrogation against the Port of Seattle. All of the policies shall be clausured to require the insurer(s) to give the Port advance notice of any change of policy terms and conditions and policy cancellation. The owner is required to provide proof of the above insurance at the commencement of the Moorage Agreement and annually thereafter when the policies are renewed.

G. DOCK RULES

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, under covered moorage, or in other Port buildings or facilities.

Storage is not allowed on the walls or suspended from the roof of covered moorage slips. Nothing is to be installed, hung, suspended from, or added to any Port structures. In the case of an installation already existing on Port structures, management will determine whether the item may remain, and will define the terms of that decision.

Fire hoses and other fire-fighting equipment are to be used only for the fighting of fires.

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.

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.

Dock carts shall be returned to the top of the corresponding ramp or dock immediately after use.

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.

H. SAFETY & PERSONAL CONDUCT

Any Vessel, Floating Over-Water Residences, vehicle, property, gear, or equipment will be parked, stored, moored or maneuvered in a safe and orderly manner.

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 and Floating Over-Water Residences owners or operators will not maintain anything that may be dangerous to life or limb or permit any objectionable noise or odor on any Vessel or Floating Over-Water Residences, Port premises, or premises adjacent thereto, and will not create a nuisance or disturb any other Vessel or Floating Over-Water Residences owner, guest, or lessee of the Port.

Drinking of alcoholic beverages, except on licensed premises, private Vessels or Floating Over-Water Residences is prohibited. Engaging in the illegal use of or being instrumental in the exchange of illegal substances on Port premises is expressly forbidden.

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

Swimming, water-skiing, jet-skiing, scuba-diving or use of any unconventional vessel are not permitted at any Port premises.

I. VEHICLES & PARKING

No vehicles may be in the parking lot and shall not be parked in the parking lot more than 15 days without terminal staff approval. Individuals requiring long term parking shall park against the hillside. 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.

Customer Responsibilities:

- Comply with Parking Lot Use Policy and parking signage.
- Hang Parking Permit on rear-view mirror. If a permit is not seen in this location, it will be assumed that the vehicle does not have a permit.
- Inform the Marina office if a vehicle is going to be left in the parking lot longer than 15 days.

All violation vehicles are subject to impound without prior notice.

J. PETS

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.

K. RECREATIONAL VESSEL REGISTRATION

All recreational Vessels shall be registered by the owner or operator immediately upon arrival. Vessels are subject to moorage charges to be paid upon arrival of the Vessel to the Marina. Payment may be made using ACH, a credit card online, mailing a check, or at the Fishermen's Terminal office during regular business hours. Fishermen's Terminal office is available at 206-787-3395; Monday through Friday, from 8:00 am to 4:30 pm.

Unregistered Vessels at Salmon Bay Marina are subject to impound and/or removal pending settlement of all charges.

L. LIVEABOARD AUTHORIZATION

Conditions – Existing Vessel liveaboard moorage customers must sign an Authorization to Liveaboard Agreement, pay the liveaboard rate, and advise the Marina staff of changes in their liveaboard status. Liveaboards must regularly have their sewage pumped out and provide documentation to the Marina office.

M. SUBLEASE

Subleases see section B above.

N. HAZARDOUS MATERIALS & THE ENVIRONMENT

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 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).

Discharging any material from Vessels or Floating Over-Water Residences 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](#).

The owner, operator, or person in charge of a Vessel or Floating Over-Water Residences at the time of illegal discharge can be fined according to laws governing U.S. and state waters. Vessels or Floating Over-Water Residences violating federal, or state 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 a Vessel 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.

O. DISCHARGE OF SEWAGE

Discharge of sewage from Vessels or Floating Over-Water Residences while moored at Salmon Bay

Marina is prohibited.

P. ELECTRIC CONTINUITY OF SERVICE

The Port of Seattle specifically does not guarantee availability or continuity of electric service to any Vessel or Floating Over-Water Residences, the characteristics of any service that is provided, or the characteristics of the Vessel or Floating Over-Water Residences service circuit breaker.

Q. ELECTRIC SERVICE AND UTILIZATION EQUIPMENT ONBOARD VESSELS

All service connections between the Port of Seattle outlets and the Vessel or Floating Over-Water Residences, and all utilization equipment upon the Vessel shall conform to the [City of Seattle Electrical Code](#) and the [State of Washington Electrical Code](#).

R. 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.

S. WAIVER OF RESPONSIBILITY & INDEMNITY

It is mutually agreed that the Port does not accept the Vessel or Floating Over-Water Residences for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its apparel, fixtures, equipment, and/or furnishings. It is further agreed that the Port will not be liable or responsible for any personal injuries or property damage, including pollution damage, suffered by (1) the owner, the owner's agents, licensees or invitees; (2) the Existing Renter or the Existing Renter's agents, licensees or invitees; or (3) any other parties, resulting from, caused by, relating to, or arising out of the Floating Over-Water Residences, the use of the Marina premises, or premises adjacent thereto.

The owner releases and discharges the Port from any and all loss, damage, liability or injury (including death), and attorney's fees, in any way relating to or arising out of the Vessel, Floating Over-Water Residences, the Marina, and/or the premises adjacent thereto, arising from any cause whatsoever, including the Port's negligence, acts or omissions. The owner agrees to indemnify, defend and hold the Port harmless against any and all loss, claims, liability, damage, expense, including attorney's fees, in any way related to or arising from (1) the Vessel, the Floating Over-Water Residences, and/or the use of the Marina premises, and/or the premises adjacent thereto by the owner, its guests, licensees, invitees, and/or agents, and/or the Existing Renter's guests, licensees, invitees, and/or agents; or (2) the owner(s) breach of any of the terms and conditions of this Moorage.

T. 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 the Port area, 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.

U. 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.

V. TERMINATION OF MOORAGE

Any Vessel or Floating Over-Water Residences violating the Moorage Agreement or the rules and regulations pertaining to Salmon Bay Marina or this Tariff shall be subject to termination of the agreement. The Port may terminate the Moorage Agreement of any Vessel or Floating Over-Water Residences for a violation of the Moorage Agreement, or the rules and regulations pertaining to Salmon Bay Marina or this Tariff, upon ten (10) days' notice. The Port may terminate the Moorage Agreement of any Vessel for any reason upon thirty (30) days' notice. Notice shall be by personal delivery or 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 or Floating Over-Water Residences. 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 or Floating Over-Water Residences from Salmon Bay Marina if for a violation of the Moorage Agreement, Tariff or rules, or thirty (30) days in the case of termination of a Vessel moorage 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 Salmon Bay Marina after the notice period has elapsed will be considered a Violation Vessel.

W. REMOVAL OF VIOLATION VESSELS

A violation Vessel may immediately and without notice be moved by the Port from Salmon Bay 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.

X. 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 Salmon Bay Marina, so that the Vessels are in the possession and control of the Port and cannot be removed from Salmon Bay Marina.
2. These procedures may be used if an owner mooring or storing a Vessel at Salmon Bay Marina fails, after being notified that charges are owed and of the owner's right to commence legal proceedings to contest that such charges are owed, 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:

- 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.

3. 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 their last known address.
4. 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.
5. 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.

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.

END OF SECTION

SECTION THREE - RATES AND FEES

ITEM 3100

MOORAGE RATES

A. GUEST MOORAGE RATE PER FOOT OF LENGTH OVERALL

1. Guest moorage is billed at the rate of \$1.24 per foot per day.

B. MONTHLY MOORAGE – UNCOVERED

1. Rate per berth foot per month assigned.

Slip Size	Moorage Only	Moorage & Liveaboard
No Power	\$ 9.72	
Up to 35' with 30 Amp Power	\$11.91	\$15.72
Up to 35' with 50 Amp Power	\$14.91	\$16.83
35' & Over with 30 Amp Power	\$14.01	\$17.02
35' & Over with 50 Amp Power	\$15.18	\$17.63

C. MONTHLY MOORAGE – COVERED

1. Rate per berth foot per month assigned.

Slip Size	Moorage Only	Moorage & Liveaboard
Up to 35' with 30 Amp Power	\$14.01	\$16.04
Up to 35' with 50 Amp Power	\$14.94	\$17.22
35' & Over with 30 Amp Power	\$15.48	\$17.84
35' & Over with 50 Amp Power	\$16.41	\$18.88

ITEM 3110

RATES

A. Land STORAGE

Dry storage of boats and trailers is not allowed at Salmon Bay Marina.

B. 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.

C. KAYAK STORAGE

1. Minimum Charge per Month - \$53.09

D. LOCKER

1. Lockers are available to rent on a monthly basis, in two sizes, either small or large. Monthly rates are \$11.80 per month for small lockers, and \$23.59 per month for large lockers.

ITEM 3120

FEES & DISCOUNTS

A. 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's actual attorney's fees not to exceed fifty percent (50%) of the amount claimed in such suit.

B. BOAT PUMPING

1. With Operator - \$70.78 per hour with a minimum fee of one (1) hour.

C. CLEAT INSTALLATION

1. A fee of \$117.97, paid in advance and non-refundable, will be charged for installation of cleats. The cleat installation fee is not subject to sales tax.

D. COLLECTION FEES ON DELINQUENT ACCOUNTS

When delinquent accounts are assigned to a third-party collection agency, they will be subject to an additional charge to cover the Port's cost of collection as follows:

When Amount Due Is:	Additional Charge Shall Be:
<u>\$0 to \$200.00</u>	<u>50% of amount due</u>
<u>\$201.00 and up</u>	<u>25% of amount due</u>

E. 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.

F. IMPOUND

1. An impound fee of \$169.58 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.

G. KEYS

1. Two (2) keys will be issued at the time moorage is granted. A fee of \$26.75 per key will be assessed for extra or replacement keys. Upon moorage termination date, keys not returned after 10 days will be assessed a fee of \$26.75 per key.

H. LABOR

[Port of Seattle Terminals Tariff No. 5](#) rates shall be used for all labor furnished at Salmon Bay Marina.

A one-half (1/2) hour minimum per person will be billed.

I. 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.

J. LOCKER CLEANING AND ABANDONED ITEM(S) REMOVAL FEE

1. A minimum fee of \$117.97 will be assessed if, upon termination or change of berth, a customer has not cleaned out their locker or has left abandoned equipment, garbage, or other items at the slip. Labor, disposal, and replacement charges may be assessed in addition to the minimum fee of \$117.97.

K. NON-SUFFICIENT FUNDS (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.3-515](#).

L. PARKING PERMIT

1. A fee of \$22.47, plus sales tax, will be charged for a parking permit at Salmon Bay Marina.

M. 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.

N. 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](#).

O. SHOWERS & LAUNDRY

1. There is a \$23.59 monthly fee to access the shower and laundry area. Laundry charges are not covered by this access fee; the laundry machines are coin operated.
2. For Liveaboard Customers Only: This access is included in your Liveaboard fee. This charge will not be assessed.

P. VIOLATION FEE

Violation Vessels will be subject to one and one-half (1-1/2) the daily moorage rate for liquidated damages.

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