

# MOORAGE AGREEMENT

## SALMON BAY MARINA

Your first month's moorage fee, including tax, is required to process this agreement. In addition, we require a copy of your current WA State vessel registration or US Coast Guard documentation and proof of insurance.

Customer Information	
<b>Legal Owner of Vessel:</b>	Customer #:
Vessel Owner's Phone:	<b><u>Billing Address (if different from mailing address)</u></b> C/O: Street 1: Street 2: City: State: Zip:
<b><u>Mailing Address</u></b>	
Street 1:	
Street 2:	
City:	
State: Zip:	State: Zip:
<b>Email address:</b>	
Slip Assignment	Vessel Information
Assignment Date: Slip#:	Boat Name:
Live-Aboard: <input type="checkbox"/> YES <input type="checkbox"/> NO	State Registration #:
Slip Size: <b>Size</b>	Documentation #:
Rate Size: <b>Rate</b>	Make & Model:
Moorage Fee:	Type: <input type="checkbox"/> Sailboat <input type="checkbox"/> Powerboat <input type="checkbox"/> Kayak
Live-Aboard Fee:	ELOV:
Total Owning:	Beam:
	Draft:
	I received the WA State Vessel Registration Requirements document. Initial Here: _____

***ALL INFORMATION ON THIS FORM IS SUBJECT TO DISCLOSURE UNDER THE WASHINGTON PUBLIC RECORDS ACT, CHAP. 42.56 RCW.***

The Port of Seattle (the "Port") hereby grants to the undersigned boat owner (the "Owner") authorization for the vessel designated above (the "Boat") to occupy berth space at Salmon Bay Marina (the "Marina") on the following terms and conditions.

**This Moorage Agreement includes Liveaboards in existence on June 8, 2018. Liveboard status is non-transferable.**

#### OWNER RESPONSIBILITIES:

- Marina premises adjacent to the slip have been inspected by the Owner and are accepted in their present condition. The Owner agrees to keep them neat, clean, orderly and completely free of inflammable substances.
- The Owner agrees to abide by all current regulations contained in the most current tariff and procedures manual.
- Work performed on vessels moored at 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.
- The Owner is responsible for keeping the Marina notified of any changes in address, phone number and vessel statistics.
- The Owner agrees to pay moorage at the current rate and at any future rates.
- The Owner agrees to pay any and all fees associated with utilities and services furnished to the Boat as well as comply with the Marina's shore power requirements. The Port does not guarantee continuity of utility services to the Boat, specifically with regard to electrical service and does not guarantee the continuity or characteristics of such service and its compatibility with the Boat's electrical circuit protector, if any, or any effects of galvanic or electrolytic action.
- Moorage status is permitted only for the approved individual(s) and is not transferable for rental of the vessel, use as a Bed and Breakfast, or lodging of any sort.
- The Owner is responsible for providing a current copy of the Boat's state registration or USCG documentation as proof of ownership when requested by the Marina or whenever a new Boat is brought into the slip.
- Owners may not transfer or assign any rights or use of their vessel to any other person (except for Boat Sales).  
Boat Sales: Vessel Owner's may sub-lease their slip to a new owner for up to 12 consecutive months. Both the sub-lessor and sub-lessee must submit a fully completed sub-lease application in advance. The sub-lessor's account status must be in good standing and the sub-lessee will be required to meet all terms and conditions specified in the document for vessel moorage.

#### BERTH ASSIGNMENT:

- Tenancy is limited to one slip. Only one slip will be assigned per moorage application.
- The extreme length of vessel (ELOV) including all bow sprits, swim steps, anchors, dinghy davits, or any other objects attached to or otherwise adding length to the Boat must not exceed the assigned length of the slip.
- The Owner agrees to take the slip offered and can submit a Change Request, including a processing fee determined by the current tariff rates, if a different slip configuration is desired but unavailable at the time of signing.
- The Marina reserves the right to change berth assignments as necessary for the efficient operation of the Marina as well as for other causes. In the event of such changes, Owner who has paid for reserved moorage pursuant to the above shall receive a new moorage assignment as nearly comparable in location to the former moorage assignment.

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### POLICIES:

- The Port of Seattle is a public agency and is subject to the Public Records Act, Chapter 42.56 RCW.
- Liveaboard Status is not transferable. This facility has a limited number of liveaboard tenants. The Port of Seattle shall manage a waiting list for current tenants and future tenants. This list will include; Covered, Open and Liveaboard Status. Moorage is non-transferable with exception being made for immediate family members in the event of the Owner's death.
- Moorage is for non-commercial, recreational boating use only unless otherwise stated and approved by Marina management.

### TERMINATION:

- This agreement shall become effective on the date signed and shall remain in force unless terminated by written notice given by either party to the other fifteen (15) days preceding the fifteenth (15) day or the end of the month whichever is desired for termination to become effective.
- Upon termination, the Owner will vacate the slip by noon of the last day of moorage or begin to accrue daily moorage charges .

### INSURANCE REQUIREMENTS:

- The Port does not carry insurance covering the Boat or the Owner's property. The Owner, at the Owner's sole expense, shall procure and keep in force throughout the term of the Moorage Agreement hull and machinery insurance (or equivalent property insurance) providing full coverage for the Boat 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.
- **The above required policies 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.**

### PARKING & ACCESS KEYS:

- The Owner shall have the right to park in the areas of the Marina designated as "Permit Only" parking provided that parking shall be limited to the number of Parking Permits issued to the Owner. Parking Permits must be conspicuously displayed at all times while a vehicle is parked in the "Permit Only" parking areas. Vehicles parked in violation of the parking regulations will be towed at the risk and expense of the Owner. The Marina does not guarantee the availability of parking within the "Permit Only" or "Public" parking areas.
- The Owner will be issued one Parking Permit per moorage slip with an additional Parking Permit, per moorage slip, being available for purchase at the current tariff rate. Parking permits are non-replaceable in the event of theft or loss.
- The Owner may purchase key fobs that will grant access to the docks and Marina facilities. See tariff for current fob price.
- Access keys may be revoked at any time if the Owner is found to be in default of any provision or condition of this Moorage Agreement.

### WAIVER OF RESPONSIBILITY & INDEMNITY:

- **It is mutually agreed that the Port does not accept the Boat for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its tackle, apparel, fixtures, equipment, and/or furnishings. It is further agreed that the Port will not be liable or responsible for any personal injuries and/or property losses suffered by the Owner, the Owner's guests, licensees, invitees, agents and/or employees, relating to or arising from the Boat, the Marina premises, and/or the premises adjacent thereto, arising from any cause, including the Port's negligence, acts or omissions.**
- **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 Boat, 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 Boat, and/or the use of the Marina premises, and/or the premises adjacent thereto by the Owner, the Owner's guests, licensees, invitees, agents, and/or employees; or (2) the Owner's breach of any of the terms and conditions of this Moorage Agreement.**

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**VESSEL ACCESS:**

- The Owner hereby grants the Port, its agents, and employees free access at all times to the Boat for purposes of inspection for compliance with the Moorage Agreement, movement of the Boat, fighting of fire or other casualty, or preventing any casualty or potential hazard as determined at the discretion of the Port. The Owner agrees pursuant to the **Waiver of Responsibility and Indemnity Clauses above**, the Port will not be responsible or liable for any damage to the Boat in exercising the foregoing rights, even if caused by the Port’s negligence, acts or omissions.

**MISCELLANEOUS:**

- The Port will not be obligated to provide moorage if, in the event of a natural or unnatural disaster, the Marina is destroyed partially or completely, or if the Marina is rendered inaccessible.
- A copy of the current tariff is available at the Marina office or online at <https://www.portseattle.org/maritime/salmon-bay-marina>

Owner’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

FOR MARINA USE ONLY	
Attached Paperwork	Key-Fobs & Parking Permits
BMP: <input checked="" type="checkbox"/> Signed: <input type="checkbox"/> LAB Authorization: <input type="checkbox"/> Signed: <input type="checkbox"/> Proof of Insurance: <input type="checkbox"/> Registration/Documentation: <input type="checkbox"/>	Key-Fobs #: _____ Issued: <input type="checkbox"/> Parking Permit #: _____ Issued: <input type="checkbox"/> Parking Permit #: _____ Purchased: <input type="checkbox"/>
Form of Payment: CHECK <input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/>	
PROCESSED BY: _____	DATE & TIME: _____

**THE PORT OF SEATTLE IS A PUBLIC AGENCY AND IS SUBJECT TO THE PUBLIC RECORDS ACT CHAPTER 42.56 RCW.**