

RESOLUTION NO. 2695

A RESOLUTION of the Port Commission of the Port of Seattle
modifying certain rates, rules, and regulations
in Port of Seattle Schedule of Rules, Regulations,
and Charges No. 2 Applying at Fishermen's Terminal
and Shilshole Bay Marina

BE IT RESOLVED by the Port Commission of the Port of Seattle, as
follows:

SECTION 1. The Port of Seattle does hereby establish and adopt
rules, regulations, and charges shown in:

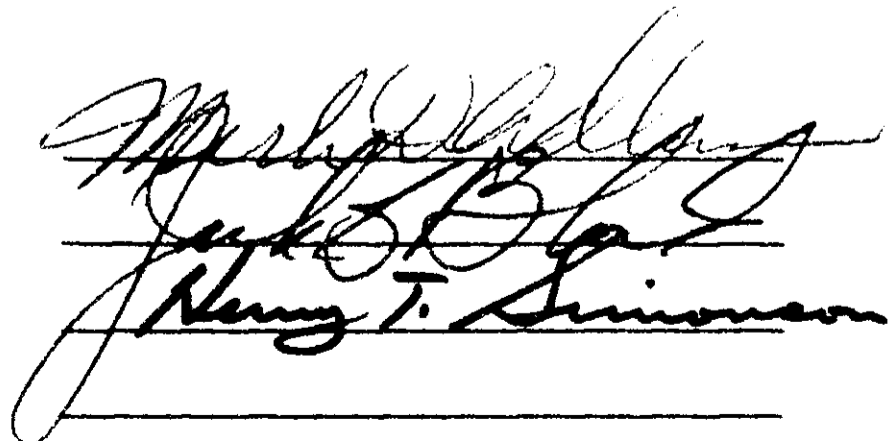
Port of Seattle Schedule of Rules, Regulations and Charges No. 2
Applying at Fishermen's Terminal and Shilshole Bay Marina
2nd Revised Page No. 7, Item No. 1140
Original Page No. 7-A, Item No. 1140
1st Revised Page No. 15, Item No. 1400
1st Revised Page No. 16, Item No. 1400

copies of which are hereby annexed and made a part of this Resolution, said
rules, regulations, and charges to take effect on the dates thereon.

SECTION 2. All rules, regulations, and charges conflicting with
the provisions of the above-listed pages in Port of Seattle Schedule of
Rules, Regulations, and Charges No. 2 Applying at Fishermen's Terminal and
Shilshole Bay Marina are hereby repealed.

SECTION 3. That the Traffic Manager be and is hereby directed to
file said schedules with the Federal Maritime Commission.

ADOPTED by the Port Commission of the Port of Seattle this 26th
day of September, 1977, and duly authenticated in open session by
the signatures of the Commissioners voting in favor thereof and the Seal of
the Commission duly affixed.



Port Commissioners

SECTION 2
 SHILSHOLE BAY MARINA

RULES, RATES AND CHARGES PERTAINING TO THE USE OF PORT OF SEATTLE PROPERTY AND FACILITIES AT SHILSHOLE BAY MARINA BY THE GENERAL PUBLIC.

ITEM NO.

PORT OF SEATTLE
 MOORAGE AGREEMENT - SHILSHOLE BAY MARINA

The Port of Seattle (the "Port") hereby grants to the undersigned boat owner(s) ("Owner"), a license for the boat designated below (the "Boat") to occupy berth space at the Port's Shilshole Bay Marina (the "Marina") on the following terms and conditions:

1. **Noncommercial Use Only** - The Port hereby grants Owner berthage for the Boat at the Marina solely for the purposes of noncommercial pleasure boating except to the extent that a commercial use is expressly authorized here:

Failure by Owner to adhere to the foregoing provisions with regard to noncommercial use or an expressly authorized commercial use, as applicable, shall constitute a violation by Owner of the provisions of this Agreement as provided for in paragraph 3 below.

2. **Reserved Berth License Fee** - To obtain a reserved berth, Owner hereby agrees to pay in advance on or before the first day of each month the monthly fee provided by the Port's posted Schedule of Rules, Regulations and Charges applicable to all berths at the Marina. The Port reserves the right to change this posted Schedule at any time during the term of this Agreement. Failure by Owner to pay fees and all other charges provided in the Schedule on time in accordance with this Agreement will result in loss of a reserved berth and may result in other actions by the Port as outlined below in Paragraph 3. This Agreement shall not become effective until Owner pays the Port the initial monthly fee indicated below and also pays an equal sum which shall be held by the Port as a security deposit pending termination of this Agreement and settlement by Owner of all sums due to the Port. Throughout the term of this Agreement Owner shall increase the security deposit as necessary so that at all times the deposit equals the amount of the monthly license fee owing for the berth occupied by Owner's boat.

3. **Berth Changes** - The Port reserves the right to change berth assignments as necessary for the efficient operation of the Marina or for other causes. In the event of such changes, Owner paying for reserved berths pursuant to Paragraph 1 above shall receive a new berth as nearly comparable in location to their former berth as is available.

4. **Utilities & Services** - Owner agrees to pay for all electricity and other utilities or services which shall be furnished to the Boat at the established rates provided by the then applicable Schedule of Rates posted by the Port, or if not covered by such a posted Schedule, as established by the Port's Marina Superintendent. The Port does not guarantee continuity of utility services to the boat, and specifically with regard to electric services, does not guarantee the continuity or characteristics of such service and its compatibility with the Boat's electric circuit protector, if any, or any effects of electrolytic action.

5. **Default** - In the event that Owner does not pay, as herein provided, the fees and/or other charges which are accrued in favor of the Port, or Owner otherwise violates the provisions of this Agreement, the Port may, without any advance notice, take possession of the Boat, its tackle, apparel, fixtures, equipment, and furnishings and retain such possession at the Marina or elsewhere until all charges then owing, and all charges which shall thereafter have accrued, are fully paid, and any and all other violations of the Agreement have been cured. In addition, or as an alternative, the Port may, on ten (10) days' written notice delivered to Owner's address stated in this Agreement (unless the violations recited in the notice have been cured within that time), terminate Owner's right to further berthage under this Agreement, but without prejudice to the Port's right to collect fees and utility charges under this Agreement until such time as the Boat is removed from the Marina. The remedies thus provided herein are in addition to, and are not in lieu of, any other rights which the Port may have by virtue of Federal, State, and local Statutes, Ordinances and Law. In any action or proceeding for the collection of any sums which may be payable hereunder, Owner agrees to pay to the Port, in addition to the balance due, a reasonable sum for the Port's expenses and attorney fees. Owner, whose signature appears below, agrees and does authorize the Port to take possession of and sell the Boat, at public auction and pursuant to written notice, if moorage or other charges remain unpaid for a period of thirty (30) days or more, or if the Boat is not removed from the marina or Port property within thirty (30) days of having been duly notified in writing to this effect.

6. **Waiver of Responsibility** - 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 suffered by Owner or his agents or invitees arising from any cause, upon the Boat, Marina premises, or premises adjacent thereto. Marina premises adjacent to the berth have been inspected by Owner and are accepted by him in their present condition. Owner agrees to keep them neat, clean, orderly and as free as possible from all inflammable substances. Owner agrees to indemnify and hold the Port harmless from any loss, damage or injury resulting from the acts or omissions of Owner, his agents, invitees or employees.

7. **Compliance with Laws and Regulations** - For the duration of this Agreement, Owner shall keep the Boat at all times completely seaworthy and ready for immediate cruising in local waters. Owner agrees to comply with all applicable Federal, State and Local Laws, Statutes and Ordinances, and all rules, regulations, procedures and special instructions issued by the Port Commission and/or the Port's Marina Superintendent or his agents, including without limitation all laws, rules, regulations and instructions relating to (a) sanitary and other waste discharges from boats, (b) evidence of boat ownership, (c) boat partnership interests, (d) boat condition, and (e) living aboard boats. Owner hereby grants the Port and its agents and employees free access at all times to the Boat for purposes of inspection for compliance with this Agreement, movement of the Boat pursuant to paragraph 3, fighting of fire or other casualty or, in the discretion of the Port, preventing any casualty or potential hazard. However, as provided in paragraph 5, the Port does not assume any responsibility for the Boat on the basis of the foregoing rights.

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 MOORAGE
 AGREEMENT

ISSUED SEPTEMBER 27, 1977 (2695)

EFFECTIVE NOVEMBER 1, 1977

ISSUED BY PORT OF SEATTLE COMMISSION
 DAVID C. HARRINGTON, TRAFFIC MANAGER
 P.O. BOX 1209, SEATTLE, WASH. 98111

CORRECTION NO.

RECORDED TO THE NEW 1980

SECTION 2

SHILSHOLE BAY MARINA

RULES, RATES AND CHARGES PERTAINING TO THE USE OF PORT OF SEATTLE PROPERTY AND FACILITIES AT SHILSHOLE BAY MARINA BY THE GENERAL PUBLIC.

ITEM NO.

8. No Title Transfer or Assignment - Owner shall not assign or transfer this Agreement and/or the berth designated herein or any partnership or other interest in either, and/or any partnership or other interest of record in the Boat without first obtaining an amendment to this Agreement authorizing any such action. If Owner is a corporation, Owner further agrees that if at any time during the term of this Agreement more than one-half (1/2) of the outstanding shares of any class of stock of Owner shall belong to any stockholder other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the signing of this Agreement, or other than members of their immediate families, such change in ownership of stock of Owner shall be deemed an assignment of this Agreement within the meaning of this paragraph. Use of the designated berth is personal to Owner, and a person purchasing the Boat or any partnership or other interest therein from Owner will not thereby acquire rights under this Agreement, or rights to use the berth, in the absence of such an amendment. Owner may not use the berth for any boat other than the Boat without express authorization by means of an amendment to this Agreement. In the absence of express authorization by means of an amendment to this Agreement, failure of Owner to keep title to the Boat documented or registered under applicable federal, state or foreign law and regulations exclusively in the name of Owner shall constitute a violation of this Agreement subject to the Default provisions of paragraph 3 above. The Port reserves the right to withhold its consent to any future amendment to this Agreement requested by Owner even though on occasion it may consent to one or more such amendments.

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9. Term - This Agreement shall become effective on the date stated herein and shall remain in force until terminated (a) by written notice given by the Port at least thirty (30) days preceding the license fee payment date when the termination is to become effective, (b) for default pursuant to paragraph 3 above, or (c) by Owner ten (10) days preceding either the fifteenth (15) day or the end of the month in which it is desired for termination to become effective.

10. Entire Agreement - Amendments - This constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by both parties.

ISSUED: SEPTEMBER 27, 1977 (2695)

EFFECTIVE: NOVEMBER 1, 1977

ISSUED BY PORT OF SEATTLE COMMISSION

P.O. BOX 1209, SEATTLE, WA 98111

RECOMMENDED FOR THE DIVISION

SECTION 4

BOAT HARBOR REGULATIONS
 APPLYING TO SHILSHOLE BAY MARINA, FISHERMEN'S TERMINAL AND ANCHOR MARINA

	ITEM NO.
<p style="text-align: center;">PORT OF SEATTLE <u>BOAT HARBOR REGULATIONS</u></p> <p>These regulations shall apply at the Port of Seattle's Shilshole Bay Marina, and Salmon Bay Fishermen's Terminal, hereinafter called boat harbors:</p> <p>(Definitions - The words "Port Area" as used in these Regulations shall mean those areas within the Marina including water, land, air space above, and all buildings. The word "Port" shall mean "Port of Seattle." The words "Executive Director" shall mean "The Executive Director of the Port of Seattle and his agents.")</p> <ol style="list-style-type: none"> 1. Registration of boats and payment of moorage charges will be done at Boat Harbor office in accordance with current Port Tariff. 2. Any boat, vehicle, property, gear, or equipment will be parked, stored, moored or maneuvered in the Port area 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, including the posting of signs and such other regulations as may be required. A vehicle parked in violation of any such signs or regulations will be towed away and impounded and will be released only after all charges and costs have been paid. 4. The vehicle parking areas are to be used only for vehicular parking in connection with the use of the Port's facilities. 5. Moorage at Fishermen's Terminal shall be for active commercial fishing vessels only, unless specifically authorized by the Executive Director. 6. Loud or boisterous conduct, sleeping, loud or lascivious conduct, unnecessary blowing of horns, changing clothes, etc., are not permitted in vehicles on the Port's premises. Boat owners/operators will not maintain anything that may be dangerous to life or limb or permit any objectionable noise or odor on his boat, Boat Harbor premises, or premises adjacent thereto, and will not create a nuisance or disturb any other boat owner, guest or lessee of the Port. 7. All boats or vehicles using facilities or space within the Port area will be subject to all of the charges, rules and conditions as prescribed by Port Tariff. 8. All boats entering Port Area must have a valid identifying name or number permanently affixed to boat and visible from the outside. Failure to have either may be cause for refusal of moorage. 9. Anyone visiting or using the Port area or its facilities does so at his own risk. The Port does not assume any responsibility for loss or damage to property or persons within the Port area. 10. The Executive Director may deny the use of any of the facilities of the Boat Harbor 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. 11. Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Engaging in the use or being instrumental in the exchange of debilitating or exhilarating drugs on the Port property is expressly forbidden. 12. No garbage, trash, oil, 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. 13. All boat owners, operators, crew or guests using the Port area or its facilities for moorage or otherwise shall keep his boat, gear locker, boat house, net areas, and the pier or finger in the vicinity of his boat neat, clean, orderly and shipshape. 14. Anyone present on or in the Port area and/or using Port facilities or equipment shall comply with any verbal or written signs or communicatives, including administrative and operational policies and procedures, issued or posted by the Executive Director or Port Committee. 15. 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. 16. Fire hoses and other fire fighting equipment are to be used only for the fighting of fires. 17. Boats which, in the opinion of the Executive Director, do not meet normal safety standards or because of their size or construction are hazardous to the Port property or other boats or facilities will be denied permission to remain on Port premises. 18. Boats moored in a Port Boat Harbor must, at all times, be completely seaworthy and ready for immediate cruising in local waters. 19. A boat owner who denies permission when requested for an on-board inspection of his boat by Port Boat Harbor Superintendent, U.S. Coast Guard Boarding Officer, U.S. Coast Guard Auxiliary Boat Examiner, City of Seattle Harbor Police or authorized King County Deputy Sheriff, shall be deemed in non-compliance with this article. 20. Those utilizing Port property shall obey all Port, Municipal, County, State and Federal regulations and laws, and generally accepted safety standards and requirements to insure that his actions or boat do not become a hazard to himself or other boats, or persons, in the Port area. 21. Heaters or any other drying devices are prohibited in the net lockers. 22. Discharge of sewage from toilet facilities on boats while in the Port area is prohibited. Boat owners may be required to seal or render inoperable all on-board toilet facilities if a permit for living aboard is granted. 	<p>1400 ▲</p> <p>BOAT HARBOR REGULATIONS</p>

ISSUED SEPTEMBER 27, 1977 (2695)

EFFECTIVE NOVEMBER 1, 1977

ISSUED BY PORT OF SEATTLE COMMISSION
 DAVID C. HARRINGTON, TRAFFIC MANAGER
 P.O. BOX 1209, SEATTLE, WASH. 98111

CORRECTION NO.

REVISION TO TAMP REVISION

SECTION 4

BOAT HARBOR REGULATIONS
 APPLYING TO SHILSHOLE BAY MARINA, FISHERMEN'S TERMINAL AND ANCHOR MARINA

	ITEM NO.
<p>23. No unauthorized persons are permitted on piers or in areas specifically posted as being reserved for use of special categories of persons or as work areas.</p> <p>24. Living aboard boats for periods in excess of three (3) days is prohibited except pursuant to a special permit from the Executive Director. Prior to being granted such permit, prospective live-aboards must agree to comply with separate regulations, as deemed appropriate; provided, that no such permit shall be issued for longer than thirty days, but may be subject to renewal if approved by the Executive Director who will be the final authority for approval or disapproval.</p> <p>25. Boats may be moved by Executive Director for the protection of life or property or best utilization of the facility.</p> <p>26. Moorage space, once assigned, may not be sub-assigned by the user without written approval of the Executive Director.</p> <p>27. Dogs must be kept on a leash in all public areas in the Port area. Owners will be responsible for proper clean up and disposal of animal wastes.</p> <p>28. Swimming, water-skiing, scuba-diving or use of any unorthodox type of boat, raft or other contraption is not permitted in any Port area. Changing of clothing or scuba-diving suits in restrooms is forbidden.</p> <p>29. Storage of rowboats, skiffs, dinghies, rafts, nets, reels, and other items of equipment will be designated by Boat Harbor Superintendent. 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 abated as a nuisance.</p> <p>30. Children under 12 years of age are not permitted on piers unless accompanied by a parent or other responsible adult.</p> <p>31. The movement of boats 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. Speed limits within the Port areas shall be as posted.</p> <p>32. Boats, when unattended, must be securely moored with adequate bow, stern and spring lines. Four or more lines are required.</p> <p>33. Posting of signs for the sale, charter or rental of boats while moored in the Port areas shall be subject to the approval of the Executive Director.</p> <p>34. Boat gear carts shall immediately after use be returned promptly by the user to their proper storage area.</p> <p>35. Unattended boats will not remain moored at any fuel float.</p> <p>36. No commercial use of facilities at Port boat harbors will be allowed unless a Port of Seattle Permit or License has been granted by the Executive Director. The requirements and conditions for such permits and licenses shall be as prescribed in separate instructions as issued from time to time by the Executive Director.</p> <p>37. The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port.</p> <p>38. No major repair work or outfitting, spray painting, sandblasting, welding, or burning on boats will be performed without specific approval of the Executive Director.</p> <p>39. The Port defines all water areas east of and inside the breakwater of Shilshole Bay Marina as narrow channels for purposes of interpreting the U.S. Inland Rules of the Road. The effect of this rule is that a sailboat or any other craft does not have the right of way over another vessel based solely on its method of propulsion.</p> <p><u>ENFORCEMENT</u></p> <p>The Port Commission authorizes the Executive Director to enforce these regulations by written or verbal instructions. The Executive Director may request persons violating these regulations to leave the Port areas 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 boat, the owner of which has been notified to remove the boat from the Port area, is not removed immediately, it may be impounded by the Executive Director, and may be removed by private contractor, charges for which will be assessed against the boat and/or its owner.</p>	<p>1400 ▲ BOAT HARBOR REGULATIONS</p>

ISSUED: SEPTEMBER 27, 1977 (2695)

EFFECTIVE: NOVEMBER 1, 1977

ISSUED BY PORT OF SEATTLE COMMISSION

P. O. BOX 1209, SEATTLE, WASHINGTON 98111

RECEIVED