

A RESOLUTION of the Port Commission of the Port of Seattle establishing rules, regulations, and charges as shown in Port of Seattle Schedule of Rules, Regulations, and Charges No. 2, WN.T. No. 27.

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 applying at Fishermen's Terminal (Salmon Bay) and Shilshole Bay Marina as shown in:

Schedule of Rules, Regulations and Charges No. 2, WN.T. No. 27,

copies of which are hereby annexed and made a part of this Resolution; said rules, regulations, and charges to take effect on January 1, 1969.

SECTION 2. All rules, regulations, and charges conflicting with the provisions of the above named Schedule are hereby repealed.

SECTION 3. That the Traffic Manager be and is hereby directed to file said Schedule of Rules, Regulations and Charges with the Washington Utilities and Transportation Commission.

ADOPTED by the Port Commission of the Port of Seattle this 12th day of November, 1968, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

John W. Hayden
William W. Baker
Frank R. Mitchell
Robert W. Ferguson
Mark D. Adams

P O R T O F S E A T T L E

SCHEDULE OF RULES, REGULATIONS AND CHARGES NO. 2

(CANCELS SCHEDULE NO. 1, WN.T. NO. 26)

APPLYING AT

FISHERMEN'S TERMINAL

(SALMON BAY)

AND

SHILSHOLE BAY MARINA

LOCATED IN

SEATTLE, WASHINGTON

* * * * *

ER 15, 1968

EFFECTIVE: JANUARY 1, 1969

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

CORRECTION NUMBER CHECKING SHEET

THIS SCHEDULE IS ISSUED IN LOOSE-LEAF FORM AND ALL CHANGES WILL BE MADE BY REPRINTING THE ENTIRE PAGE. SUCH REPRINTED PAGES WILL BEAR SAME PAGE NUMBER AS THE ORIGINAL PAGE AND ALSO SHOW IN THE UPPER RIGHT-HAND CORNER THAT IT IS A REVISED PAGE AND WHAT PAGE IT CANCELS.

NEW PAGES ADDED TO THE TARIFF WILL BE NUMBERED WITH A LETTER SUFFIX AND REISSUES OF THESE NEW PAGES WILL LIKEWISE BEAR THE SAME PAGE NUMBER.

LIST OF CORRECTIONS

UPON RECEIPT OF REVISED OR NEW PAGES, A CHECK MARK SHOULD BE PLACED OPPOSITE THE "CORRECTION" NUMBER (SHOWN BELOW) CORRESPONDING TO THE NUMBER SHOWN IN THE LOWER LEFT-HAND CORNER OF NEW OR REVISED PAGE. IF CORRECTION NUMBERS ARE PROPERLY CHECKED AS RECEIVED, CHECK MARKS WILL APPEAR IN CONSECUTIVE ORDER WITH NO OMISSIONS. IF CHECK MARKS INDICATE THAT A CORRECTION SHEET HAS NOT BEEN RECEIVED, REQUEST SHOULD BE MADE AT ONCE FOR A COPY OF SAME.

CORRECTION NUMBER	PAGE NUMBER	CORRECTION NUMBER	PAGE NUMBER	CORRECTION NUMBER	PAGE NUMBER	CORRECTION NUMBER	PAGE NUMBER
1		13		25		37	
2		14		26		38	
3		15		27		39	
4		16		28		40	
5		17		29		41	
6		18		30		42	
7		19		31		43	
8		20		32		44	
9		21		33		45	
10		22		34		46	
11		23		35		47	
12		24		36		48	

SYMBOLS APPEARING IN TARIFF

THE FOLLOWING SYMBOLS WILL BE USED FOR THE PURPOSES INDICATED ONLY, AND WILL NOT BE USED FOR ANY OTHER PURPOSE IN THIS TARIFF:

- | | | | |
|-------------|-------------|------------|--|
| \$. | .DOLLARS | ↓. | .REDUCTION |
| %. | .PER CENTUM | ▲. | .CHANGE, NEITHER INCREASE
NOR REDUCTION |
| ◆. | .INCREASE | □. | .ADDITION TO TARIFF |

ISSUED: NOVEMBER 15, 1968

EFFECTIVE: JANUARY 1, 1969

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

SECTION I

BERTHAGE AND NET LOCKER RENTAL - FISHERMEN'S TERMINAL, SALMON BAY

RULES AND REGULATIONS PERTAINING TO BERTHAGE AND NET LOCKER RENTAL FOR VESSELS AT PORT OF SEATTLE FISHERMEN'S TERMINAL, SALMON BAY	ITEM NO.
BERTHAGE FOR VESSELS INCLUDES ONLY USE OF BERTHING SPACE ALONGSIDE PIER, ACCESS FOR SUSTENANCE AND SUPPLIES OVER THE PIER FOR THE VESSEL PAYING BERTHAGE CHARGES, AND THE LIMITED USE OF THE PIER DECK ADJACENT TO THE VESSEL'S BERTH FOR MINOR REPAIRS.	1000 BERTHAGE DEFINED ▲
BERTHAGE FOR VESSELS AT PORT OF SEATTLE FISHERMEN'S TERMINAL AND ANY OTHER USE OF SAID FACILITIES IS LIMITED EXCLUSIVELY TO VESSELS ACTIVELY ENGAGED IN BONA FIDE COMMERCIAL FISHING OPERATIONS AND DULY LICENSED THEREFOR. UPON THE DISCONTINUATION OF USE OF ANY SUCH VESSEL IN ACTIVE COMMERCIAL FISHING OPERATIONS, AGREEMENTS BETWEEN THE PORT OF SEATTLE AND VESSEL OWNERS, OPERATORS OR THEIR AGENTS FOR THE USE OF SAID FACILITIES MAY BE TERMINATED BY THE PORT AS PROVIDED IN ITEM 1000. THE PORT OF SEATTLE SHALL BE THE EXCLUSIVE JUDGE OF WHETHER A PARTICULAR VESSEL IS ACTIVELY ENGAGED IN BONA FIDE COMMERCIAL FISHING OPERATIONS.	1010 LIMITATIONS ON USE OF TERMINAL
VESSELS BERTHING AT FISHERMEN'S TERMINAL ARE REQUIRED TO REGISTER AT THE TERMINAL OFFICE UPON ARRIVAL. VESSELS ARRIVING AFTER 5:00 P.M. MUST REGISTER BEFORE 10:00 A.M. THE FOLLOWING DAY. FAILURE TO REGISTER AS REQUIRED WILL INCUR A PENALTY OF 25 CENTS PER HOUR, WHICH PENALTY WILL BE ASSESSED IN ADDITION TO APPLICABLE BERTHAGE CHARGE.	1020 REGISTRATION
REPAIR WORK PERFORMED ON VESSELS BERTHED AT THE TERMINAL MUST BE ACCOMPLISHED IN SUCH MANNER AS TO AVOID INTERFERENCE WITH OTHER PIER USERS, NOR CONSTITUTE ANY HAZARD TO PERSONS OR PROPERTY. ANY FIRM OR INDIVIDUAL, NOT A TENANT ON THE TERMINAL PROPERTY, WHO PERFORMS REPAIR WORK, ALTERATIONS, ETC., ON VESSELS WHILE BERTHED AT FISHERMEN'S TERMINAL, WILL BE REQUIRED TO OBTAIN A PERMIT FROM THE TERMINAL SUPERINTENDENT BEFORE SUCH WORK IS STARTED. CHARGE FOR PERMITS SHALL BE \$1.00 PER DAY OR FRACTION THEREOF FOR ONE MAN AND 25 CENTS PER DAY OR FRACTION FOR EACH ADDITIONAL MAN EMPLOYED ON THE JOB.	1030 ▲ REPAIRS
BERTHAGE CHARGES AND NET LOCKER RENTALS APPLY AGAINST VESSELS, THEIR OWNERS, AGENTS, OR OPERATORS, AND ARE PAYABLE IN ADVANCE. TERMS ARE NET CASH, U. S. FUNDS.	1040 TERMS OF PAYMENT
NET LOCKER TENANCY IS NON-TRANSFERABLE WITHOUT WRITTEN CONSENT OF THE TERMINAL SUPERINTENDENT.	1050 NON- TRANSFERABLE
ISSUED: NOVEMBER 15, 1968	EFFECTIVE: JANUARY 1, 1969
ISSUED BY PORT OF SEATTLE COMMISSION C. E. SIMMONS, TRAFFIC MANAGER P. O. BOX 1209, SEATTLE, WASH. 98111	

S E C T I O N 1

BERTHAGE AND NET LOCKER RENTAL - FISHERMEN'S TERMINAL, SALMON BAY

RULES AND REGULATIONS PERTAINING TO BERTHAGE AND NET LOCKER RENTAL FOR VESSELS AT PORT OF SEATTLE FISHERMEN'S TERMINAL, SALMON BAY

ITEM NO.

THE PORT OF SEATTLE MAY, UPON WRITTEN NOTICE TO THE OWNER, TERMINATE BERTHAGE OF VESSELS WITHIN TEN DAYS AFTER NOTICE IN PERSON OR BY REGISTERED MAIL TO THE LAST KNOWN ADDRESS OF THE OWNER AND BY THE POSTING OF A COPY OF SUCH NOTICE ON THE VESSEL. IF THE OWNER FAILS TO REMOVE THE VESSEL, THE PORT OF SEATTLE MAY MOVE THE VESSEL TO ANOTHER LOCATION WITH ALL EXPENSE AND RISK OF LOSS OR DAMAGE FOR THE ACCOUNT OF THE OWNER. IN THE EVENT OF SUCH REMOVAL, THE OWNER SHALL BE LIABLE TO THE PORT OF SEATTLE FOR THE PREVAILING BERTHAGE AND OTHER FEES CUSTOMARILY CHARGED AT THE FACILITY TO WHICH THE VESSEL IS REMOVED.

1060

TERMINATION,

REMOVAL

OR

SALVAGE

ANY VESSEL WHICH, IN THE OPINION OF THE PORT OR ITS TERMINAL SUPERINTENDENT, IS IN DANGER OF SINKING OR IS A HAZARD TO OTHER VESSELS OR THE PREMISES MAY BE REMOVED FORTHWITH WITH ALL EXPENSE AND RISK OF LOSS OR DAMAGE FOR THE ACCOUNT OF VESSEL'S OWNER; OR, SHOULD THE PORT BE REQUIRED TO RENDER SALVAGE SERVICES TO ANY VESSEL, THE COSTS THEREOF SHALL BE FOR THE ACCOUNT OF THE OWNER.

THE PORT OF SEATTLE SHALL BE ENTITLED TO RECOVER COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS INCURRED IN TERMINATION, REMOVAL, OR SALVAGE AS COVERED IN THIS ITEM.

ISSUED: NOVEMBER 15, 1968

EFFECTIVE: JANUARY 1, 1969

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

SECTION I

BERTHAGE FOR FISHING VESSELS - FISHERMEN'S TERMINAL, SALMON BAY - RATES AND CHARGES

BERTHAGE	RATE	MINIMUM CHARGE	ITEM NO.
FISHING VESSELS:			
PER FOOT OF REGISTERED LENGTH OR FRACTION THEREOF PER MONTH	♦ \$.30	♦ \$ 9.00	1070 BERTHAGE
PER VESSEL PER DAY	①♦ \$1.40	♦ \$ 1.40	
VESSELS OVER 89 FT. IN LENGTH PER DAY	①♦ \$6.00	♦ \$18.00	
① NOT TO EXCEED CHARGE WHICH WOULD APPLY PER MONTH.			
<p>OPEN AREAS PROVIDED FOR REPAIRING NETS ARE FREE TO TENANTS PAYING NET LOCKER RENTAL WHEN PRIOR USE OF SAME IS RESERVED FOR SUCH TENANTS. WHEN AVAILABLE FOR OTHERS THE CHARGE FOR USE OF AREAS SHALL BE:</p> <p>SARDINE AND HERRING NETS (350 TO 500 FATHOMS) PER DAY OR FRACTION \$1.85</p> <p>PUGET SOUND SEINES (250 TO 325 FATHOMS) PER DAY OR FRACTION \$1.25</p> <p>ALASKA SEINES (UNDER 250 FATHOMS) PER DAY OR FRACTION \$.95</p>			1080 NET REPAIRING AREAS
<u>BUILDING</u>	<u>LOCKER SIZE (IN FEET)</u>	<u>RATES PER MONTH</u>	1090 <input type="checkbox"/> NET LOCKER RENTALS
NET SHED 2	43 x 9	\$10.50	
	40 x 11	11.55	
	40 x 12	12.60	
	25 x 20	13.65	
	30 x 19	14.70	
	30 x 20	15.75	
NET SHEDS 3 AND 4	29 x 20	\$18.70	
	26 x 20	17.60	
NET SHED 5	15 x 15	\$ 7.70	
NET SHED 6	14 x 15	\$ 6.60	
	29 x 15	14.30	
NET SHEDS 7 AND 8	29 x 15	\$14.30	
	24 x 15	12.10	
	29 x 16	15.40	

ISSUED: NOVEMBER 15, 1968

EFFECTIVE: JANUARY 1, 1969

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

S E C T I O N 2

SHILSHOLE BAY MARINA

MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT

<p>RULES AND REGULATIONS PERTAINING TO MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT AT PORT OF SEATTLE SHILSHOLE BAY MARINA.</p>	<p>ITEM NO.</p>
<p>MOORAGE FOR FISHING VESSELS AND PLEASURE CRAFT INCLUDES ONLY USE OF MOORING SPACE ALONGSIDE OF FLOAT AND ACCESS FOR SUSTENANCE AND SUPPLIES OVER THE PIER FOR THE VESSEL PAYING MOORAGE CHARGES.</p>	<p>1100 MOORAGE DEFINED</p>
<p style="text-align: center;"><u>GUEST REGISTRATION</u></p> <p>ALL GUEST BOATS REMAINING FOR A PERIOD OF SIX (6) HOURS OR MORE, WHETHER MOORED OR ANCHORED, MUST BE REGISTERED BY OWNERS OR OPERATORS AS SOON AS POSSIBLE AFTER ARRIVAL AT THE REGISTRATION BOX NEAR THE MARINA OFFICE. GUEST BOATS WILL BE SUBJECT TO THE DAILY MOORAGE CHARGES NAMED IN ITEM 1100. ALL MOORAGE CHARGES MUST BE PAID PRIOR TO THE DEPARTURE OF THE VESSEL FROM THE MARINA.</p> <p>A PENALTY CHARGE OF \$3.00 PER DAY FOR EACH DAY OF DELAYED REGISTRATION, IN ADDITION TO GUEST MOORAGE CHARGE WILL BE ASSESSED VESSELS NOT REGISTERED BEFORE 11:00 P.M. ON THE DAY OF ARRIVAL OR 9:00 A.M. THE FOLLOWING DAY, IN EVENT OF ARRIVAL AFTER 11:00 P.M. IN THE EVENT MOORAGE CHARGES ARE NOT PAID PRIOR TO THE DEPARTURE OF THE VESSEL FROM THE MARINA, A PENALTY CHARGE OF \$5.00, IN ADDITION TO GUEST MOORAGE CHARGES, WILL BE ASSESSED TO COVER COLLECTION CHARGES.</p> <p>A TIME LIMIT OF NOT MORE THAN TEN (10) DAYS IN ANY ONE MONTH FOR MOORAGE AT THE GUEST DOCK MAY BE ESTABLISHED BY THE SUPERINTENDENT TO MEET OPERATIONAL NEEDS. A VESSEL WHICH REMAINS AFTER THE ESTABLISHED TIME LIMIT, WILL BE ASSESSED TWICE THE DAILY GUEST MOORAGE CHARGE FOR THE REMAINDER OF ITS STAY.</p> <p>A VESSEL WHICH REMAINS AT THE MARINA GUEST DOCK AND IS UNREGISTERED FOR A PERIOD LONGER THAN ONE WEEK, WILL BE IMPOUNDED PENDING SETTLEMENT OF ALL CHARGES.</p> <p style="text-align: center;"><u>LONG TERM REGISTRATION</u></p> <p>LONG TERM REGISTRATION IS SUBJECT TO SPACE AVAILABILITY AND EXECUTION OF THE MOORAGE AGREEMENT SHOWN IN ITEM 1140 BETWEEN VESSEL OWNER AND PORT OF SEATTLE. VESSELS SO REGISTERED WILL BE SUBJECT TO THE MONTHLY MOORAGE CHARGES IN ITEM 1100.</p> <p style="text-align: center;"><u>GROUP REGISTRATION</u></p> <p>SUBJECT TO SPACE AVAILABILITY, SHILSHOLE MARINA WILL ACCOMMODATE ORGANIZED OR SPECIAL GROUPS OF VESSELS SUCH AS REGATTAS, RACES, ETC. ARRANGEMENTS FOR SUCH SPECIAL GROUPS MUST BE MADE AT LEAST TEN (10) DAYS IN ADVANCE WITH THE MARINA SUPERINTENDENT. WHEN MOORAGE CHARGES FOR THE GROUP ARE PAID IN A LUMP SUM IN ADVANCE, THE MARINA SUPERINTENDENT WILL DISCOUNT BY ONE-HALF THE DAILY MOORAGE CHARGES SHOWN IN ITEM 1100.</p>	<p style="text-align: center;">▲</p> <p style="text-align: center;">1110</p> <p style="text-align: center;">REGISTRATION</p>

ISSUED: NOVEMBER 15, 1968

EFFECTIVE: JANUARY 1, 1969

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

SECTION 2
SHILSHOLE BAY MARINA

MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT

RULES AND REGULATIONS PERTAINING TO MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT AT PORT OF SEATTLE SHILSHOLE BAY MARINA.

ITEM NO.

MOORAGE CHARGES APPLY AGAINST VESSELS, THEIR OWNERS, AGENTS, OR OPERATORS, AND ARE PAYABLE IN ADVANCE. TERMS ARE NET CASH, U. S. FUNDS.

1120
TERMS OF
PAYMENT

THE PORT OF SEATTLE MAY, UPON WRITTEN NOTICE TO THE OWNER, TERMINATE MOORAGE OF VESSELS WITHIN TEN (10) DAYS AFTER NOTICE IN PERSON OR BY REGISTERED MAIL TO THE LAST KNOWN ADDRESS OF THE OWNER AND BY THE POSTING OF A COPY OF SUCH NOTICE ON THE VESSEL. IF THE OWNER FAILS TO REMOVE THE VESSEL, THE PORT OF SEATTLE MAY MOVE THE VESSEL TO ANOTHER LOCATION WITH ALL EXPENSE AND RISK OF LOSS OR DAMAGE FOR ACCOUNT OF THE OWNER.

1130

ANY VESSEL WHICH, IN THE OPINION OF THE PORT OR THE MARINA SUPERINTENDENT, IS IN DANGER OF SINKING OR IS A HAZARD TO OTHER VESSELS OR THE PREMISES MAY BE REMOVED FORTHWITH WITH ALL EXPENSE AND RISK OF LOSS OR DAMAGE FOR THE ACCOUNT OF VESSEL'S OWNER; OR, SHOULD THE PORT BE OBLIGED TO RENDER SALVAGE SERVICES TO ANY VESSEL, THE COSTS THEREOF SHALL BE FOR ACCOUNT OF THE OWNER.

TERMINATION,
REMOVAL
AND
SALVAGE

THE PORT OF SEATTLE SHALL BE ENTITLED TO RECOVER COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS INCURRED IN TERMINATION, REMOVAL, OR SALVAGE AS COVERED IN THIS ITEM.

ISSUED: NOVEMBER 15, 1968

EFFECTIVE: JANUARY 1, 1969

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

SECTION 2

SHILSHOLE BAY MARINA

MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT

RULES AND REGULATIONS PERTAINING TO MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT AT PORT OF SEATTLE SHILSHOLE BAY MARINA.

ITEM NO.

PORT OF SEATTLE

No.

MOORAGE AGREEMENT - SHILSHOLE BAY MARINA

The Port of Seattle (the "Port") hereby grants to the undersigned boat owner, or his duly authorized representative (Owner"), berth space at the Port's Shilshole Bay Marina ("Marina") for the boat designated below on the following terms and conditions

1 **Reserved Berth Fees** - To obtain a reserved berth, Owner hereby agrees to pay in advance the monthly fees 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 Schedule from time to time, and Owner hereby agrees to comply at all times throughout the period of this Agreement with the Schedule as it may be changed. 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 berth reservation priority and may result in other actions by the Port as outlined below in Paragraph 4. 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.

1140

2 **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.

MOORAGE

3 **Utilities & Services** - Owner agrees to pay for all electricity and other utilities or services which shall be furnished to his 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 a 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.

AGREEMENT

4 **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 his 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 five days' written notice, deliver 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 berthing 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 vessel 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.

5 **Waiver of Responsibility** - It is mutually agreed that the Port does not accept Owner's boat for storage and shall not be liable or responsible in any manner for its safe keeping 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.

6 **Compliance with Laws and Regulations** - Owner agrees to comply with all applicable Federal, State and local Laws, Statutes and Ordinances, and all rules, regulations and special instructions issued by the Port's Superintendent of the Marina or his agents. Owner will not maintain anything that may be dangerous to life, or limb, or permit any objectionable noise or odor on his boat, Marina premises, or premises adjacent thereto or permit anything to be done on said premises which in any way will tend to create a nuisance or to disturb any other boat owner, guest, or lessee of the Port. Owner will allow the Port or his agent free access at all times to his boat for the purpose of inspection, moving his boat, mooring or removing his boat, fighting fire or remedying or preventing any casualty or potential hazard.

7 **Assignment of Agreement and or Berth** - Owner shall not assign or transfer this Agreement or any interest therein, or any interest in the berth designated by this Agreement, and Owner shall not use that berth for any commercial purpose without the prior written permission of the Port's Marina Superintendent. Use of the berth is personal to Owner, and a person purchasing the boat designated below from Owner will not thereby acquire rights under this Agreement, or rights to use the berth designated in this Agreement.

8 **Term** - This Agreement shall become effective on the date stated below and remain in force unless terminated by written notice given by either party to the other 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.

9 **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: NOVEMBER 15, 1968

EFFECTIVE: JANUARY 1, 1969

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

SECTION 2

SHILSHOLE BAY MARINA

MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT

RULES AND REGULATIONS PERTAINING TO MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT AT PORT OF SEATTLE SHILSHOLE BAY MARINA.	ITEM NO.
<p><u>ELECTRIC SERVICE RATES:</u></p> <p>ONE AND ONE-HALF CENTS (1½) PER KILOWATT-HOUR DELIVERED AT DOCKSIDE TO ANY VESSEL, WITH MINIMUM CHARGE OF \$1.00 PER MONTH, IF MORE THAN 25 KWH OF ELECTRICITY ARE USED AT ANY TIME DURING BILLING PERIOD. BILLING PERIOD WILL NOT EXCEED THREE (3) MONTHS.</p> <p>FOR GUEST BOATS USING ELECTRICITY, THERE WILL BE A CHARGE OF FIFTY CENTS (\$.50) PER DAY WITH A MAXIMUM CHARGE OF \$10.00 PER MONTH WHEN CONNECTED TO A 15 AMP OUTLET AND \$15.00 PER MONTH WHEN CONNECTED TO A 30 AMP OUTLET.</p> <p><u>SERVICE VOLTAGE:</u></p> <p>THE NORMAL SERVICE TO A VESSEL WILL BE 120 VOLT, 2 WIRE, 60 CYCLES PER SECOND ALTERNATING CURRENT WITH A CAPACITY OF 15 AMPERES CONTINUOUS. ONE SIDE OF THE SERVICE CIRCUIT WILL BE GROUNDED.</p> <p>SERVICE AT 240 VOLTS, SINGLE OR TWO-PHASE, THREE-WIRE, 30-AMPERE CAPACITY, WILL BE MADE AVAILABLE TO ANY VESSEL AT ANY ONE BERTH, FOR A SERVICE CHARGE OF \$50.00, PAID IN ADVANCE AND NON-REFUNDABLE.</p> <p><u>METERING:</u></p> <p>THE PORT OF SEATTLE SHALL INSTALL, OWN AND MAINTAIN SUITABLE ELECTRIC SERVICE METERS ADJUSTED TO REGISTER WITHIN 1% OF THE EXACT USE.</p> <p>IF ANY METERING SHOULD BECOME DEFECTIVE, UPON CORRECTING SAID DEFECT, PORT OF SEATTLE SHALL ADJUST AND CORRECT THE BILLINGS FOR THE PRECEDING THREE MONTH PERIOD ONLY, TO WITHIN 1% OF THE CORRECT VALUE.</p> <p>UPON REQUEST, AND PAYMENT OF A \$10.00 METER TESTING CHARGE IN ADVANCE, THE PORT OF SEATTLE WILL TEST AND RENDER A CERTIFICATE OF TEST FOR ANY VESSEL ELECTRIC SERVICE METER. IF THE METER TESTED IS FOUND WITH ERROR IN EXCESS OF 1% OF THE TRUE VALUE OF ENERGY (AT 120 VOLTS, 15 AMPERES, 90% POWER FACTOR), THE \$10.00 METER TESTING FEE WILL BE REFUNDED.</p> <p><u>CONTINUITY OF SERVICE:</u></p> <p>THE PORT OF SEATTLE SPECIFICALLY DOES NOT GUARANTEE: CONTINUITY OF ELECTRIC SERVICE TO ANY VESSEL, THE CHARACTERISTICS OF ANY SERVICE THAT IS PROVIDED OR THE CHARACTERISTICS OF THE VESSEL SERVICE CIRCUIT BREAKER.</p> <p><u>SERVICE AND UTILIZATION EQUIPMENT ON BOARD VESSELS:</u></p> <p>ALL SERVICE CONNECTIONS BETWEEN THE PORT OF SEATTLE OUTLETS AND THE VESSEL, AND ALL UTILIZATION EQUIPMENT UPON THE VESSEL SHALL CONFORM WITH THE CITY OF SEATTLE ELECTRICAL CODE.</p>	<p>▲</p> <p>1150</p> <p>ELECTRIC</p> <p>SERVICE</p>
ISSUED: NOVEMBER 15, 1968	EFFECTIVE: JANUARY 1, 1969
ISSUED BY PORT OF SEATTLE COMMISSION C. E. SIMMONS, TRAFFIC MANAGER P.O. BOX 1209, SEATTLE, WASH. 98111	

SECTION 2
 SHILSHOLE BAY MARINA
 MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT

RATES AND CHARGES	RATE	MINIMUM CHARGE	ITEM NO.
<u>MOORAGE:</u> FISHING VESSELS & PLEASURE CRAFT <u>MONTHLY</u> PER LINEAL FOOT OF BERTH SPACE AS ASSIGNED BY THE PORT OF SEATTLE <u>DAILY</u> PER LINEAL FOOT OR FRACTION THEREOF OF OVER- ALL VESSEL LENGTH	♦♦ .75 ♦♦ .05	♦\$15.00 ♦\$ 1.00	1160
<u>YARD STORAGE WITHIN FENCED AREA:</u> FISHING VESSELS OR PLEASURE CRAFT ON MOBILE TRAILERS <u>MONTHLY</u> PER LINEAL FOOT OR FRACTION THEREOF OF OVERALL VESSEL LENGTH	♦♦ .75	♦\$15.00	1170
<u>YARD STORAGE WITHIN FENCED AREA:</u> MOBILE BOAT TRAILERS, EMPTY <u>MONTHLY</u> EACH TRAILER	♦\$8.00	♦\$ 4.00	1180
<u>USE OF TIDAL GRID:</u> RATE PER 24 HOURS OR FRACTION THEREOF	♦\$5.00	\$ 5.00	1190
<u>USE OF RENNER COMPORTER MOBILE HOIST:</u> HOISTING FROM LAND AREA AND PLACING IN WATER HOISTING FROM WATER AND PLACING ON LAND AREA ① RATE PER HOUR PER FOOT OF REGISTERED LENGTH OF VESSEL. RATE INCLUDES LABOR FOR CRADLING OR BLOCKING. MINIMUM CHARGE IS THE APPLIC- ABLE RATE FOR ONE (1) HOUR.	① ♦\$.50 ① ♦\$.50	--- ---	1200
<u>USE OF LAND AREA:</u> APRIL 1ST THROUGH OCTOBER 31ST RATE PER FOOT OF REGISTERED VESSEL LENGTH PER DAY. NOVEMBER 1ST THROUGH MARCH 31ST RATE PER FOOT OF REGISTERED VESSEL LENGTH PER MONTH.	\$.10 ♦♦ .75	--- ---	1210

ISSUED: NOVEMBER 15, 1968

EFFECTIVE: JANUARY 1, 1969

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

SECTION 2
 SHILSHOLE BAY MARINA
 MOORAGE FOR FISHING BOATS AND PLEASURE CRAFT

RATES AND CHARGES	RATE	MINIMUM CHARGE	ITEM NO.
<u>MISCELLANEOUS CHARGES:</u>			
FORKLIFT RENTAL WITHOUT OPERATOR (PER HOUR)	\$ 7.00	---	<input type="checkbox"/>
FORKLIFT RENTAL WITH OPERATOR (PER HOUR)	15.00	---	
BOAT PUMPING CHARGE (PER HOUR)	8.00	\$ 4.00	
BOAT TOWING CHARGE (PER HOUR)	8.00	4.00	1220
SALVAGE BARGE AND OPERATOR (PER HOUR)	15.00	15.00	
RENTAL OF BOAT CRADLE OR OTHER SUPPORTING MATERIAL (PER MONTH)	5.00	---	
USE OF BOOM HOISTS - BY NON-TENANTS (PER HOUR)	3.00	---	
LABOR (PER HOUR)	8.00	---	
KEY DEPOSIT	1.00	---	

ISSUED: NOVEMBER 15, 1968

EFFECTIVE: JANUARY 1, 1969

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