



# Port of Seattle Moorage Tariff #6 Bell Harbor Marina



## NOTICE:

The electronic form of the Moorage Tariff will govern in the event of any conflict with any paper form of the Moorage Tariff. If you have printed an older version of this tariff, you need to print this version in its entirety.

## NAMING: RATES, CHARGES, RULES AND REGULATIONS APPLYING TO BELL HARBOR MARINA

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## QUICK-REFERENCE RATE TABLE

~ LEASEHOLD TAX IS IN ADDITION TO NAMED RATES ~

### Daily Guest Moorage Rates

Vessel Size	0 - 49 ft.	50 - 99 ft.	>100 ft.
Peak Season	\$2.50	\$2.86	\$3.58
Off Peak Season	\$2.15	2.15	3.58
All Weekends (Fridays & Saturdays)	\$2.64	\$3.22	\$3.58
Charter Vessels	\$3.58	\$3.58	\$3.58
Kayak / Small Craft Per Day	\$28.55		

### Short Stay Guest Moorage

Up to 6 Hours – Based on Availability	\$1.43 per foot
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### Recreational Monthly Moorage

Berth Sizes	Rate/Vessel Ft (ELOV) Per Month
Up to 30 ft.	\$17.66
31 ft. to 40 ft.	\$18.96
41 ft. to 42 ft.	\$21.49
43 ft. to 50 ft.	\$22.49
51 ft. to 64 ft.	\$23.61
65 ft. and over	\$24.46

### Moorage Commercial Monthly

Berth Sizes	Rate/Vessel Ft. (ELOV) Per Month
Up to 30 ft.	\$20.54
31 ft. to 40 ft.	\$22.34
41 ft. to 42 ft.	\$23.63
43 ft. to 50 ft.	\$24.73
51 ft. to 64 ft.	\$25.89
65 ft. to 69 ft.	\$27.33
70 ft. and over	\$27.97

\*For complete rate details, please see SECTION THREE: RATES, FEES, AND DISCOUNTS.

## **AUTHORITY**

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

A vessel owner who denies permission for an on-board inspection by Port Management, and/or city, county, state, or federal representatives, for purposes of determining or verifying the condition of a vessel, shall be deemed in non-compliance with Port of Seattle regulations.

The foregoing notwithstanding, the Port is under no obligation to undertake the inspection of any vessel, and by undertaking such an inspection; the Port assumes no responsibility for the vessel's condition or safekeeping.

## **REMOVAL OF VIOLATION VESSELS**

A violation vessel may immediately be moved without notice by the Port 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.

## **PORT OF SEATTLE VALUES – R.A.I.S.E.**

**Respect** – We uphold the dignity and value of every person.

**Anti-racism and Equity** – We commit to dismantling institutional racism and ensuring equitable opportunities for all.

**Integrity** – We are honest, accountable, and ethical.

**Stewardship** – We honor and care for the resources entrusted to us for the benefit of future generations.

**Excellence** – We promote excellence through continuous improvement and innovation.

Learn more about the Port of Seattle R.A.I.S.E. values here: <https://www.portseattle.org/page/port-seattle-values>

## **CODE OF CONDUCT**

The Port of Seattle strives to create a professional and welcoming environment at all its locations, in which all individuals are treated with respect and dignity and free from any form of harassment or other discrimination. The Port of Seattle expects all customers to be respectful of other customers, vendors, Port staff, and members of the public, regardless of age, race, color, national origin/ancestry, ethnicity, religion, disability, sex/gender, sexual orientation, as guaranteed by local, state and federal laws.

This Tariff Code of Conduct (“Code of Conduct”) guides everyone who moors, works on vessels, attends events, including crew, non-crew, employees, sponsors, vendors, contractors, volunteers, Port staff, and members of the public. The Port of Seattle wants to ensure that all Customers understand what behavior is expected and what behavior will not be tolerated at a Port of Seattle facility. This Code of Conduct applies to all Port of Seattle properties.

1. Unacceptable Behavior: The Port of Seattle expressly prohibits harassment and discrimination based on age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers’ compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state and federal laws. Examples of conduct prohibited by this Code of Conduct include, without limitation:
  - (a) Intimidating or threatening verbal or non-verbal conduct
  - (b) Harassment in any form, including bullying, intimidation or disparaging comments related to gender, gender-identity or appearance, sexual orientation, disability, physical appearance, body size, race, religion, ethnicity, national origin, political views, or affiliation.
  - (c) Sexual harassment, including but not limited to, unwanted or inappropriate conduct, unwanted sexual attention, comments, jokes, or advances.
  - (d) Lewd, derogatory, or otherwise offensive speech, or non-verbal conduct
  - (e) Threats of any type: verbal, non-verbal, virtual
  - (f) Any destruction or vandalism of Port of Seattle property, personal property, event site or materials.
  - (g) Possession of a weapon or any item that can be used as a weapon, which may be used to threaten or cause injury to others if used in a certain manner.
  - (h) Knowingly and falsely reporting violations of this Code
2. Consequences It is agreed that customers’ noncompliance with the provisions of this clause shall constitute a material breach of this tariff. In the event of noncompliance, the Port may take appropriate action, which may include the terminate of moorage or storage, or other remedies as provided by law.

#### **Requirements for Respectful Interactions with Staff**

- Treat staff with respect: Always treat staff with respect and dignity.
- Be patient: Staff may be busy attending to other customers or dealing with a problem. Be patient and wait for your turn. Don't interrupt or try to jump the queue.
- Communicate clearly: When you communicate with staff, be clear and concise. Explain your needs or concerns calmly and politely. Don't raise your voice or use abusive language.
- Adhere to Port of Seattle policies.
- Be reasonable in your expectations.
- We value feedback: If you have a positive experience with staff, please let them know. If you have a negative experience, please provide feedback in a respectful manner.
- Please follow health and safety guidelines.

Every member of the Port of Seattle’s team is committed to providing the best customer service possible while firmly adhering to the Port of Seattle Statement of Values (page 3). They are required to conduct themselves with the highest level of integrity, transparency, accountability, equity, and respect. If at any time you feel a staff member is not behaving accordingly, you are asked to immediately report it to the Sr. Manager.

Customers are also expected to reciprocate this behavior in the following manner:

- Safely, by adhering to all marina safety protocols and policies.
- Respectfully, by treating the staff and other marina users with courtesy and respect.
- See something, say something. Call 911 and alert marina staff of any suspicious or criminal activity

\*Customers in violation of the Port of Seattle Marina code of Conduct may have their moorage agreement terminated.

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## **SECTION ONE: GENERAL DEFINITIONS**

### **COMMERCIAL VESSELS**

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

### **DAILY, TRANSIENT, OR GUEST VESSEL**

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

### **DELINQUENT ACCOUNT**

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

### **EXECUTIVE DIRECTOR**

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

### **EXTREME LENGTH OF VESSEL (ELOV)**

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

### **MONTHLY MOORAGE**

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

### **MOORAGE**

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

### **PAST DUE**

Any invoice or statement issued for any charge or charges prescribed by this tariff, whether in full or in part, that remains unpaid after the due date.

### **PEAK AND OFF-PEAK SEASON**

Peak Season - June 1st through September 30th Off-Peak Season - October 1st through May 31<sup>st</sup>

### **PEAK WEEKENDS**

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

### **PORT PREMISES**

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

### **RECREATIONAL VESSELS**

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

### **SEAWORTHINESS**

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

### **SMALL CRAFT**

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

**TRANSIENT MOORAGE**

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

**VESSEL AS HAZARD OR IN DANGER OF SINKING**

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

**VIOLATION VESSEL**

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

**CHARTER, TRIBAL, AND COMMERCIAL FISHING VESSELS DEFINITIONS**

**ACTIVE TRIBAL FISHING VESSELS**

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

**CHARTER VESSEL**

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

**COMMERCIAL FISHING VESSEL**

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

**COMMERCIAL FISHING VESSEL**

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

**INACTIVE TRIBAL FISHING VESSEL**

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

**PROCESS**

To grind, can, pickle, salt, smoke, dehydrate, or otherwise cure, cook at any temperature, and engage in any other activity with respect to foods that modifies the natural state of such food.

**RETAIL OPERATIONS**

The activity of physically being present on the vessel selling seafood products directly to the consumer.

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

**SEAFOOD**

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

**END OF SECTION ONE**

## **SECTION TWO: RULES AND REGULATIONS OF MARINAS**

### **A. GENERAL PROVISIONS**

1. Anyone present on or in the Port premises and/or using Port facilities or equipment shall comply with any verbal or written signs or communicative, including administrative and operational policies and procedures, issued or posted by the Executive Director or Port staff present on or in the Port premises and/or using Port facilities or equipment shall comply with any verbal or written signs or communicative, including administrative and operational policies and procedures, issued or posted by the Port of Seattle.
2. The Port reserves the right to inspect any of its property, such as dock boxes, bike lockers, finger piers, slips, and any other Port property, at any time. Failure to inspect shall not be deemed to create any responsibility and/or liability upon the Port.
3. To avoid injury or damage to persons, property or the environment, vessels moored at Port of Seattle marinas must be properly maintained in a safe and hazard free condition and adhere to the established and published Best Management Practices.

#### **DOCK BOXES**

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

#### **DINGHY STORAGE**

In water storage of dinghies and dinghy floats are only permitted when fits within the assigned slip area. Storage of dinghies on docks is prohibited.

#### **NO STORAGE ON DOCKS**

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

#### **DOCK CART USAGE**

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

#### **DISCHARGE OF SEWAGE**

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

### **B. CONDITIONS OF MOORAGE**

1. Moorage assignments and payment of moorage charges shall be administered by marina management and staff in accordance with the current Port tariff. Moorage charges apply against vessels, their owners, agent, or operators and are payable in advance. Terms are net cash, U.S. funds. Invoices covering charges in this tariff, as issued by the Port are due and payable upon presentation.
2. Moorage space, once assigned, may not be sub-assigned (subleased) by the user without written approval of the Executive Director.

3. A minimum of \$300,000 (three hundred thousand dollars) of liability insurance is required for all recreational vessels moored for 30 days or more that fall into any one or more of the following categories:
  - i. Hull length greater than 16 feet.
  - ii. 10-horsepower motor or larger.
  - iii. Launched or retrieved by operation of a Port of Seattle hoist. Vessels exempt from this policy include:
    - Human-powered vessels of any size.
    - Dinghies/tenders that are covered under a vessel's insurance policy or moored on the dinghy floats at the marina.
    - Vessels in dry moorage at Shilshole Bay Marina that do not use the Port of Seattle hoist to be launched or to be retrieved.
    - Guest moorage vessels staying less than 30 days.
4. Liability insurance is to always remain current and in effect as a condition of moorage. Evidence of insurance may be requested by marina management at any time.
  - i. Failure to present up to date proof of insurance may result in a non-compliance fee and may lead to termination of moorage.
5. As required by state law RCW 88.26.030, moorage customers shall provide up to date proof of vessel insurance and a current Washington State vessel registration, upon slip assignment and/or as requested by the Port. Non-residents of the state may present the following as a substitute for Washington State vessel registration: Proof of non-residence (vessel may only stay 60 days), a one-year use permit for vessels 30' or longer obtained under RCW 82.08.700 or 82.12.700, a nonresident vessel permit under RCW 88.02.620 where use in this state does not exceed 6 months in any continuous 12-month period. Foreign vessels may present a US Customs service cruising license or permits issued by the State of Washington allowing an extended stay.
6. Permitted Watercraft are boats/vessels designed for navigation on open waters, capable of being used as a means of transportation and used for recreational or commercial boating. Permitted vessels/boats are of a class or a type designated by convention as a self-propelled boat/vessel, an auxiliary boat/vessel, or a sailboat/powerboat.
7. Vessels which, in the opinion of the Executive Director, do not meet normal safety standards or because of their size or construction are hazardous to the Port premises or other vessels or facilities will be denied permission to remain on Port premises.
8. Vessels moored in a Port marina must be seaworthy at all times. In cases where a vessel does not appear to have left its mooring for a long period of time and the question of seaworthiness arises, marina management may require a demonstration of the vessel's operability. Affixing tow ropes, outboard engines or other power workarounds does not satisfy the propulsion requirement and may result in a notice of termination. If the vessel is deemed by marina management as unsafe or otherwise a hazard, marina management may ask the owner to remove the vessel from the marina.
9. Vessels, which in the opinion of the Executive Director, have been altered so that they fail to conform with the manufacturer's vessel design, are not allowed at Port marinas. Floating Homes, House Barges and vessels that have been modified to serve primarily as a residence are prohibited at Port Marinas.

### **C. SAFETY**

1. Those utilizing Port premises shall obey all Port, Municipal, County, State, and Federal regulations and laws, and safety standards and requirements to ensure that his/her actions or vessel do not become a hazard to himself/herself or other vessels, or persons, in the Port premises.
2. Any vessel, vehicle, property, gear, or equipment will be parked, stored, moored, or maneuvered in a safe and orderly manner.

3. Vessels maneuvering under sail within the confines of the marina is prohibited. However, a vessel may maneuver under sail to enter and exit the marina when that is the vessel's sole means of the vessel's propulsion.
4. The movement of vessels within the moorage area (between piers) must be for the purpose of mooring, entering, or leaving a slip only. Random cruising by any vessel is not permitted.
5. Vessels, vehicles, property, gear, or equipment must be parked, stored, moored, or maneuvered in a safe and orderly manner.
6. The vessel harbor speed limit is four (4) knots and no wake.
7. Children under twelve (12) years of age are not permitted on the docks at any time without a parent or other responsible adult. Life jackets are recommended for children and all persons on the docks. Shilshole Bay and Bell Harbor Marinas are part of the Boat US Foundation Life Jacket Loaner for Kids program. Moorage customers and marina visitors may check out a free child life jacket at the marina office. Valid photo ID is required.
8. Swimming, water-skiing, jet-skiing, scuba-diving or use of any unconventional or otherwise hazardous vessel, raft or other contraption is not permitted in any Port marina.

#### **D. BEHAVIOR**

1. Loud or boisterous conduct, sleeping, lewd or lascivious conduct, unnecessary blowing of horns, changing clothes, etc., are not permitted in vehicles on the Port's premises. Vessel owners/operators will not maintain anything that may be dangerous to life or limb or permit any objectionable noise or odor on any vessel, Port premises, or premises adjacent thereto, and will not create a nuisance or disturb any other vessel owner, guest, or lessee of the Port.
2. Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Engaging in the illegal use of or being instrumental in the exchange of illegal substances on Port premises is expressly forbidden.
3. All vessel owners, operators, crew, or guests using the Port premises or its facilities for moorage or otherwise shall keep his/her vessel, gear locker, boathouse, net areas, and the pier or finger in the vicinity of his/her vessel neat, clean, orderly, and shipshape.

#### **E. DOMESTIC ANIMALS AND PETS**

1. Pets (dogs and cats) must be kept on a leash and controlled at all times in areas owned by the Port. Owners will be responsible for proper clean-up and disposal of animal waste in a proper container; waste shall not be put into the water.
2. Pet owners will ensure their pets are not disruptive. Non-compliance may lead to termination of moorage.
3. Pets are not allowed in customer facilities including restrooms and showers.

#### **F. ENVIRONMENTAL**

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

3. Discharging any material from vessels in a manner inconsistent with federal law is prohibited while in the Port premises. This prohibition includes discharge of sewage from toilet facilities.

## **G. CHARTER, TRIBAL AND COMMERCIAL FISHING VESSELS**

### **CHARTER VESSEL REGISTRATION AND PROCEDURES**

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

### **COMMERCIAL FISHING VESSELS**

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

### **TRIBAL FISHING VESSEL REGULATIONS AND REGISTRATION**

1. Conditions - Marina Management reserves the right to honor agreements entered by the Executive Director and tribal partners.
2. Registration - Tribal vessels shall register and show proof of tribal affiliation upon arrival at Marina Management.
3. Moorage - Active tribal fishing vessels shall be exempt from moorage fees during the tribal fishing season only. Moorage for tribal fishing vessels is limited to designated areas of the Tribal Dock unless authorized by Marina Management. Inactive tribal fishing vessels may be subject to moorage charges.
4. Parking – There is public parking available in nearby parking garages and city street parking. There is loading zone parking on Alaskan Way adjacent to the marina.

## **H. LABOR**

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

## **I. SEAFOOD SALES BY COMMERCIAL FISHERMEN**

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

Terminal.

**J. TARIFF**

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

**END OF SECTION TWO**

## **SECTION THREE: RATES, FEES, AND DISCOUNTS**

\*LEASEHOLD TAX IS IN ADDITION TO NAMED RATES

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

### **WET MOORAGE RATES**

#### **A. DAILY GUEST MOORAGE RATES PER FOOT OF EXTREME LENGTH OF VESSEL (ELOV) BY VESSEL TYPE**

Guest & Charter Moorage	0 - 49 ft.	50 - 99 ft.	100 ft. & over
Peak Season	\$2.50	\$2.86	\$3.58
Off Peak Season	\$2.15	\$2.15	\$3.58
All Weekends (Fridays & Saturdays)	\$2.64	\$3.22	\$3.58
Charter Vessels*	\$3.58	\$3.58	\$3.58
Kayak / Small Craft	\$28.55		

*\*Charter rates are per round trip(s) within one calendar day. If a pickup and a drop-off are on two separate calendar days, this will be counted as two round trips.*

#### **B. SHORT STAY GUEST MOORAGE RATE**

All Vessel Lengths	Rate
Up to 6 Hours – Based on Availability	\$1.43 per foot

#### **C. MONTHLY MOORAGE RATES**

Berth Sizes	Rate/Vessel Ft (ELOV) Per Month
Up to 30 ft.	\$17.66
31 ft. to 40 ft.	\$18.96
41 ft. to 42 ft.	\$21.49
43 ft. to 50 ft.	\$22.49
51 ft. to 64 ft.	\$23.61
65 ft. and over	\$24.46

*\*Rates are per vessel foot by extreme length of vessel (ELOV) per month, or slip length, whichever is greater.*

#### **D. COMMERCIAL MONTHLY MOORAGE RATES**

Berth Sizes	Rate/Vessel Ft. (ELOV) Per Month
Up to 30 ft.	\$20.54
31 ft. to 40 ft.	\$22.34
41 ft. to 42 ft.	\$23.63
43 ft. to 50 ft.	\$24.73
51 ft. to 64 ft.	\$25.89
65 ft. to 69 ft.	\$27.33
70 ft. and over	\$27.97

*\*Rate per vessel foot by extreme length of vessel (ELOV) per month.*

E. KAYAK MONTHLY STORAGE RATE

\$65.22 per month.

**EVENT RATES**

Persons and/or organizations interested in reserving large areas of the Marina for the purpose of holding an event must fill out an application for Special Events packet to Bell Harbor Marina Management at least ninety-days (90) prior to the move-in date. Washington State Parks and Recreation Commission approval may be required for an event to occur.

The charges and fees for events are based on, but not limited to, linear moorage per space needed, labor, staff time, utilities, and other services necessary to accommodate the event.

**SERVICE FEES AND CHARGES**

A. ATTORNEY'S FEES IN SUITS FOR COLLECTION

If the Port sues for collection of a delinquent account, and the Port is the prevailing party, the other party shall pay the Port's actual attorney's fees not to exceed fifty percent (50%) of the amount claimed in such suit.

B. BOAT DEWATERING

The fee for Port staff dewatering any vessel, including dinghies, and by electric pump, bailing, or other means, is \$133.41 per hour with a minimum charge of one (1) hour.

C. 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.

D. DOCK BOX CLEANING AND ABANDONED ITEM(S) REMOVAL FEE

A minimum fee of \$131.41 will be assessed if, upon termination or change of berth, a customer has not cleaned out their dock box or has left abandoned equipment, garbage, or other items at the slip.

E. ELECTRIC

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. Electric rates shall be in accordance with City of Seattle Ordinance. 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.

F. GUEST MOORAGE ELECTRICITY SERVICE

Vessels requesting electricity for guest moorage will be charged a service fee as follows:

30 AMP	50 AMP	100 AMP
\$ 6.67 per day	\$13.34 per day	\$26.69 per day

G. GUEST MOORAGE RESERVATIONS

Guest moorage reservations may require a payment equal to the moorage fees for the entire stay. Reservation payments may be refundable 24 hours before check-in time with management approval.

Yacht Club moorage reservations require the fleet captain or group's organizer to make a payment equal to the moorage fees for their own vessels for the groups' length of stay at the time the Yacht Club reservation is made. Full payment for Yacht Club reservation participants is required two weeks prior to the arrival date.

H. IMPOUND FEES

An impound fee of \$200.11 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. An impound fee of \$72.49 will be charged for vessels in guest moorage.

I. INTEREST 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 interest 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 interest will be applied.

J. MOORAGE APPLICATION FEE

The moorage application fee is \$133.41 and is non-refundable. For promotional and marketing purposes, a promotional discount may be issued for a reduced waitlist fee for a specified period.

K. NON-COMPLIANCE / VIOLATION FEE

The non-compliance fee is \$66.70 and may apply to non-compliance or violation of the marina's rules or policies including but not limited to the following:

- Failure to comply with proof of insurance requirements
- Guest moorage customers who fail to register with the marina office within two hours of arrival
- Subleasing a slip without the written permission from the marina office
- Failure to remove personal items or equipment from floats, dry moorage yard, or other Port areas

Note: Continuing non-compliance may result in termination of moorage.

L. NON-SUFFICIENT FUND (NSF) CHARGES

A \$40.00 per transaction fee or the face amount of the check or electronic payment, whichever is less, may be charged and due within fifteen days on payments returned by the bank (except for bankruptcy) per [RCW 62A.3-15](#).

M. RESERVATION

- Individual vessels: Individual vessels requesting reservations shall be assessed a non-refundable moorage fee, in advance, equal to one night's moorage.
- Group vessels: Group reservations with a minimum of eight (8) vessels will be charged a \$6.67 non-refundable fee per vessel, payable in advance.

N. SEAFOOD SALES RATE

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

O. 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](#).

B. TIME LIMIT VIOLATION

A vessel which remains at Bell Harbor Marina longer than fourteen (14) days without authorization by the Marina Management, or after the moorage period has expired, may be subject to impound or other means of removal by the appropriate Port agency, and may be subject to a violation fee.

**PROMOTIONAL DISCOUNTS**

For promotional and marketing purposes, a promotional discount coupon may be issued for reduced rates for moorage and services. These discounts are subject to availability and are limited to use within the specified terms and conditions listed on the coupon.

**~ END OF MOORAGE TARIFF #6, AS PERTAINS TO BELL HARBOR MARINA ~**