

**PORT OF GRAYS HARBOR
WESTPORT TARIFF NO. 58-A**

Commission

Stan Pinnick - President

Chuck Caldwell

Jack Thompson

**Gary Nelson
Executive Director**

**Robin Leraas
Marina Manager**

**Kenneth B. Rausch
Marina Operations Manager**

**PORT OF GRAYS HARBOR
WESTPORT TARIFF NO. 58-A**

**Rules, Regulations, and Charges
Pertaining to Berthage of All Vessels**

At

**PORT OF GRAYS HARBOR
WESTPORT MARINA**

Westport, Washington

**Issued By
PORT OF GRAYS HARBOR**

**Port of Grays Harbor General Office
PO Box 660
Aberdeen, WA 98520-0141
(360) 533-9528
FAX: (360) 533-9505**

**Westport Marina Office
PO Box 1601
Westport, WA 98595-1601
(360) 268-9665
FAX: (360) 268-9413**

Item No.	Description of Contents	Page No.
5	Application	7
6	Changes to Tariff	7
8	User Defined	7
10	Berthage Defined	7
11	Moorage Year Defined	7
12	Boat Length Defined	7
15	Annual Moorage Defined	7
16	Transient Moorage Defined	7
17	Float Curfew	7
18	Garbage Reception Facilities	8
20	Charges, Discounts & Terms of Payment	8
21	Collection of Marina Charges	8
25	Early Termination	10
30	Qualifications for Rental	11
50	Transient Registration	11
60	Contractual Relationship	11
70	Maintenance	11
80	Use	11
90	Emergency Authority	12
95	Emergency Pump-Out	12
100	Indemnity	12
110	Tie-Up	12
111	Anchorage	12
115	Alternate Boat	13
120	Boat Length Limits	13
130	Launching Ramp/Service Float	13
150	Commercial Seafood Activities	14
155	Boat Trailer Storage	14
156	Dry Land Storage	14
170	Transient Rates for all Vessels	15
180	Rates Yearly	15
183	Shore Power Hook-up	15
185	Rates Electrical Energy	16
186	Leasehold Excise Tax	16
187	Equipment Rental	17
190	Moorage Agreements	18

ITEM 5 APPLICATION

This tariff contains specific rules, regulations and charges pertaining to berthage of all vessels at the Port of Grays Harbor Westport Marina.

ITEM 6 CHANGES TO TARIFF

The Marina Manager or Director of Operations, with the approval of the Executive Director, has the authority to modify, amend or adjust the operating regulations of the Marina to meet special/unusual conditions as they occur including adjustments to moorage payment schedules/penalties.

ITEM 8 "USER" DEFINED

User, contained hereinafter, shall mean the owner of a vessel and the operator who has control of the vessel if other than the owner.

ITEM 10 BERTHAGE DEFINED

Berthage for fishing boats, pleasure craft and other vessels shall include only use of berthing space alongside of assigned float or in assigned area and access for sustenance, supplies and passengers over the float for the vessel paying berthage charges.

ITEM 11 MOORAGE YEAR DEFINED

Moorage year shall be that 12-month period beginning July 1st and ending at Midnight, June 30th of the following Calendar Year.

ITEM 12 BOAT LENGTH DEFINED

The straight-line horizontal measurement of the overall length from the foremost part of the boat to the aftmost part of the boat, measured from end to end over the deck excluding sheer, and measured parallel to the centerline. Bow sprits, bumpkins, rudders, outboard motor brackets, handles, and other similar fittings, attachments, and extensions are not included in the measurements.

ITEM 15 ANNUAL MOORAGE DEFINED

Annual Moorage is defined as berthage assigned to a boat whereby a Moorage Agreement has been entered into between the Port and the user. Availability of Annual Moorage is limited to entry from July 1 to April 1 of the Moorage Year. Annual Moorage is subject to assignment by the Marina Manager.

ITEM 16 TRANSIENT MOORAGE DEFINED

Transient Moorage is any short-term or long-term berthage for use of moorage facilities whereby the boat is granted authority to moor, but the user does not enter into a Moorage Agreement. Transient Moorage is subject to assignment by the Marina Manager.

ITEM 17 FLOAT CURFEW

Public access to Marina floats is limited to dawn to dusk. Moorage tenants and their guests are excluded from this regulation. The port reserves the right to revoke access to unruly or disruptive visitors and take necessary action to accomplish same.

ITEM 18 GARBAGE RECEPTION FACILITIES

Garbage reception facilities at the Westport Marina are for the use of moorage holders only. Vessel generated garbage shall be placed in containers at marked locations. Persons who violate these provisions will be billed at the rate of \$100 per offense to cover disposal.

ITEM 20 CHARGES, DISCOUNTS & TERMS OF PAYMENT

CHARGES & TERMS OF PAYMENT: Berthage charges are: (1) rental on a yearly basis; the fee is payable on presentation of invoice in advance of the first day of the Moorage Year together with the completed and signed Moorage Agreement to validate assignment, or (2) short-term transient or long-term transient charges per day, week or month, payable in advance or upon receipt of invoice.

DISCOUNT AVAILABLE: If the entire annual moorage fee is paid in full on or before June 30th, 2009, a discount will be allowed. Discount calculation: the annual discount will be the Prime Rate as of January 1, rounded to the nearest 0.25% with a cap not to exceed 10%. Discount for this year is 3.25%.

OPTIONAL PAYMENT PLAN: Annual moorage may be paid in four equal consecutive monthly payments. Each payment shall be 25% of the combined annual moorage fee and Leasehold Tax without discount and shall be due no later than July 1, August 1, September 1, and October 1.

Delinquency of more than 10 calendar days of any of the four monthly payments shall be cause for default. Notice of default shall be mailed via First Class Mail and shall notify permittee to cure such default by paying the delinquent payment together with the subsequent required payment on or before its due date or in the case of the fourth payment's delinquency, within 30 days of date of notice of default. Failure to cure any default as notified shall be cause to terminate the Moorage Agreement and recalculate the moorage fee on a daily transient basis retroactive to July 1.

TRANSIENT: Transient rates must be paid in advance until credit is established. Transient fees for those vessels not registering on arrival are subject to an additional \$10.00 per day penalty.

INTEREST CHARGES: Moorage and other fee balances remaining unpaid 30 days after invoice date will be considered delinquent; interest at the rate of one and one-half percent (1.5%) per month or 18% per annum will be charged commencing on the 31st day.

CURING DELINQUENCY: Subject to written agreement, a moorage permittee may be reinstated at a monthly or annual rate providing he/she agrees to pay that moorage fee in advance plus the delinquent amount in full or equal monthly payments including interest by the end of the current moorage year. Failure to perform as agreed will invalidate the agreement.

ITEM 21 COLLECTION OF MARINA CHARGES**1. DEFINITIONS:**

A. "Port Charges" means charges of the Port for moorage and storage and all other charges owing or to become owing between a vessel owner and the Port, including but not limited to, costs of sale and related legal expense.

B. "Vessel" means every species of watercraft or other artificial contrivance capable of being used as a means of transportation that does not exceed 200' in length. "Vessel" includes any trailer used for the transportation of watercraft.

C. "Moorage Facility" means any properties or facilities owned or operated by the Port that are capable of use for the moorage or storage of vessels.

D. "Moorage Facility Operator" means the Port District that owns and operates a moorage facility.

E. "Owner" means every person, firm, partnership, corporation, association, or organization, or agent thereof, with actual or apparent authority, whom expressly or impliedly contracts for the use of a moorage facility.

F. "Transient Vessel" means a vessel using a Port moorage facility and which belongs to an owner who does not have a moorage agreement with the Port for that particular vessel.

2. IMPOUNDING PROCEDURE:

The Port's Executive Director and/or his assigned subordinates are authorized to take reasonable measures, including the use of chains, ropes and locks, to secure vessels within the moorage facility so that the vessels are in the possession and control of the Port and cannot be removed from the moorage facility. The port may inventory and remove items of value from impounded vessels to secure those items from theft. These procedures may be used if any owner mooring or storing a vessel at the moorage facility fails, after being notified that charges are owing, to pay the Port charges owed. Notification shall be by registered mail to the owner at his last known address. In the case of a transient vessel, or where no address was furnished by the owner, the Port need not give such notice prior to securing the vessel. At the time of securing the vessel, an authorized Port employee shall attach to the vessel a readily visible notice. The notice shall be of a reasonable size and shall contain the following information:

- A. The date and time the notice was attached;
- B. The identity of the authorized employee;
- C. A statement that if the account is not paid in full within 90 days from the time the notice was attached, the vessel may be sold at public auction to satisfy the Port charges; and
- D. The address and telephone number where additional information may be obtained concerning the release of the vessel.

After a vessel is secured the Port shall make a reasonable effort to contact the owner by registered mail in order to give the information on the notice.

3. EMERGENCY PROCEDURES:

The Port's Executive Director and/or his assigned subordinates are authorized to move vessels ashore for storage within properties under Port's control or for storage with private persons under their control as bailees of the moorage facility, if the vessel is, in the opinion of Port personnel, in danger of sinking or of sustaining other damage. Costs of any such procedure shall be paid by the vessel's owner.

4. REGAINING POSSESSION BY OWNER:

If a vessel is secured under Subsection 2 or moved ashore under Subsection 3 hereof, the owner who is obligated to the Port for Port charges may regain possession of the vessel by:

- A. Making satisfactory arrangements with the Port for the immediate removal of the vessel from the moorage facility or for authorized moorage; and
- B. Making payment to the Port of all Port charges, or by posting with the Port a sufficient cash bond or other security acceptable to the Port, to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, the trust shall terminate and the Port shall receive so much of the bond or other security as is necessary to satisfy any judgment, costs, and interest as may be awarded to the Port. The balance shall be refunded immediately to the owner at his last known address.

5. ABANDONED VESSELS:

If a vessel moored or stored at a moorage facility is abandoned, the Port has the authority to authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as follows:

A. If a vessel has been secured by the Port under Subsection 2 and it is not released by the owner under the bonding provisions of this section within 90 days after notifying the owner under Subsection 2, or in all cases, for 90 days after the Port secures the vessel, the vessel shall be conclusively presumed to have been abandoned by the owner.

B. Before the vessel is sold, the owner of the vessel shall be given at least twenty days notice of the sale in the manner set forth in Subsection 2 if the name and address of the owner is known. The notice shall contain the time and place of the sale, a reasonable description of the vessel to be sold, and the amount of the Port charges owed with respect to the vessel. The notice of sale shall be published at least once, more than ten but not more than twenty days before the sale, in a newspaper of general circulation in the county in which the moorage facility is located. Such notice shall include the name of the vessel, if any, the last known owner and address, and any reasonable description of the vessel to be sold. The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale;

C. Proceeds derived from the sale of the vessel will first be applied to any administrative costs that are incurred by the Port during the notification procedures set forth in RCW [79.100.040](#), removal and disposal costs, and costs associated with environmental damages directly or indirectly caused by the vessel. If the proceeds derived from the vessel exceed all administrative costs, removal and disposal costs, and costs associated with environmental damages directly or indirectly caused by the vessel, the remaining moneys must be applied to satisfying any liens registered against the vessel. Any value derived from a vessel greater than all liens and costs incurred reverts to the derelict vessel removal account established in RCW [79.100.100](#). If the sale is for a sum less than the applicable Port charges, the Port is entitled to assert a claim for a deficiency.

6. POSTING:

That which is set forth herein is enforceable only if the Port has had its tariff containing their regulations conspicuously posted at all moorage facility offices at all times.

7. NO LIMITATIONS:

Nothing hereinbefore contained may be construed as a limitation of any rights, privileges or remedies previously existing under any applicable laws effecting the Port.

ITEM 25 EARLY TERMINATION

Early termination of an Annual Moorage Agreement, if requested by the permittee, shall be granted, provided an adjusted berthage fee is paid. Such adjusted berthage fee shall be computed and applied thusly:

A. Refunds on annual moorage, if requested in writing and addressed to the Marina Manager, may be granted.

B. Moorage liability will cease as of the date of receipt of proper written notification.

C. Moorage liability will be recalculated on a prorated annual basis for the moorage year if a vessel has been lost at sea or sold and documented evidence is presented to the Marina Manager.

D. In all other cases, moorage liability will be calculated by the transient rate in effect. Monthly rates will be used whenever applicable. Daily rates will be applied thereafter.

E. Refunds or amount owed will be calculated as the difference between moorage liability as calculated in accordance with paragraphs (B) or (C) above and monies collected to date.

ITEM 30 QUALIFICATIONS FOR RENTAL

The rental of a berth will be approved only if the user moors his/her boat in the assigned berth. The Port reserves the right not to renew single boat moorage assignments if (1). The moorage facility has not been appropriately utilized in the Port's judgment, or (2). The user has violated any of the covenants of the moorage agreement.

Any person holding an annual moorage assignment shall be permitted to apply for a new assignment unless he has defaulted in his obligations of the previous moorage agreement. Such assignments of moorage and requests for relocation of assigned moorage are to be at the sole discretion of the Port of Grays Harbor. Applications for moorage agreements and requests for relocation of assigned moorage shall be acknowledged and reviewed by Port personnel.

ITEM 50 TRANSIENT REGISTRATION

Transient berths, when available, will be rented at the discretion of the Port. Berth assignments will be made by the Port in its sole judgment and may be changed as the Port determines. Transient boat skippers must register with the Marina Manager on arrival. Transient fees for those vessels not registering on arrival are subject to an additional \$10.00 per day penalty fee.

ITEM 60 CONTRACTUAL RELATIONSHIP

The Port does not accept the boat for storage, shall not be held liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a warehouseman. The Port shall not be held responsible or liable for any damage or loss to, or of said boat, tackle, gear, equipment or property either upon said boat or upon premises of the Port, from any cause whatever, or for injury to the user or invitees occasioned by any cause, upon the Port premises or adjacent thereto.

ITEM 70 MAINTENANCE

User shall keep the rented berth neat and clean at all times, and shall not pump or discharge waste, petroleum products, garbage or other pollutants into the waters of the Westport Marina. User shall at all times comply with Federal, State, County and City of Westport laws, ordinances and regulations.

ITEM 80 USE

Use of a float is in common with others and user shall not place equipment, structures, or other items on the float, unless otherwise authorized in writing nor shall user alter, add to, damage, or otherwise disturb the float structure. Permittee shall be responsible for removal and repair costs resulting from unauthorized installations.

Housekeeping and commercial overnight stays aboard vessels moored in the Marina is permitted on a limited basis on certain floats and only with the prior authorization of the Marina Manager. The Moorage Agreement will include specific conditions.

ITEM 90 EMERGENCY AUTHORITY

In the event the vessel moored in a berth, or a vessel in an adjacent berth, in the sole judgment of the Port, subject to loss, destruction, or damage from any cause, the Port may, but is not required to, carry out any procedures which the Port deems reasonable to endeavor to prevent any such loss, destruction or damage.

ITEM 95 EMERGENCY PUMP-OUT

When a vessel moored to Port facilities is in imminent danger of sinking due to water in the vessel, the Port, at its sole discretion, may provide an emergency pump-out service to protect its facilities from contemplated damages caused by a vessel sinking, provided such service may be reasonably accomplished without any violation of a statute or regulation.

This pump-out service shall be for the user's account and said user shall hold the Port harmless from all such costs or expenses so incurred. The user shall also hold the Port harmless, if, as a result of providing pump-out service, some environmental degradation should occur.

FIRST PUMP-OUT \$50,00; EACH SUBSEQUENT PUMP-OUT \$100.00.

ITEM 100 INDEMNITY

User agrees to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft or from any causes whatsoever and to indemnify and save the Port harmless from any and all liability for injury or death of any person or persons or loss or damage to any property caused or occasioned or rising out of the use of said Port's facilities by the user.

ITEM 110 TIE-UP

Berths may be occupied by one or more boats, however, each boat shall be tied alongside the finger float. Double berthing or rafting of boats will not be permitted unless specifically authorized by the Marina Manager. Boats shall not, at any time, be side-tied to the main float unless specifically authorized by the Marina Manager.

Each charter office with assigned moorage in the Marina will be permitted to moor only one (1) live bait receiver unit in one (1) of its designated berths together with the charter boat assigned thereto, provided:

1. The live bait receiver unit is limited in size to 4' wide by 12' long (plain view), and
2. The unit is secured to the inner end of the finger float adjacent to the main float, and
3. The unit is securely moored so as not to be a hazard to the neighboring vessel sharing the water space, and
4. The moorage of the unit, together with the charter boat, shall not interfere with navigation in the adjacent berth, and
5. The charter office advises the Marina Manager, in advance, of its intentions to moor such a unit and in which berth.

This authorization is valid only when the charter office is actively involved in a live bait fishery.

ITEM 111 ANCHORAGE

All vessels are prohibited from anchoring within the boundaries of the Marina.

ITEM 115 ALTERNATE BOAT

Users with permanent moorage assignments who participate in a fishery requiring the use of another boat other than their primarily assigned vessel, but also of their ownership, may be permitted to moor said alternate boat in the assigned berth, provided:

1. The Marina manager shall be advised, in advance, that an alternate boat is to be in the assigned berth; appropriate boat identification shall be provided at this time; authorization may also require presentation of proof of ownership satisfactory to the Port, and
2. The alternate boat shall be the only vessel in the assigned berth, subject to the greater length; main boat or alternate boat, and
3. The primary boat shall not be relocated to other Port controlled moorage or storage in the Marina, unless approval and payments are made.
4. If the alternate boat is larger than the primary boat, additional fees may be charged.

ITEM 120 BOAT LENGTH LIMITS

The Port reserves the right to limit the size of the boats using the berths. Permittees with annual moorage may be permitted to berth in larger slips when available. Assignment to a larger slip will be subject to the following conditions:

1. Application for a change of moorage will be made on the Port's request form and approved in advance.
2. Permittee will acknowledge that he is giving up his existing smaller berth.
3. Permittee will acknowledge that if another customer requests the larger moorage, Permittee will have the option of paying the difference or being reassigned to another berth.
4. Moorage fees shall be calculated to the nearest longer boat/berth length, in 5' increments.
5. Berths assigned under these conditions will be maintained in Port files as empty and available for use as contemplated in "3" above.
6. Permittee will be required to sign an addendum to his current moorage agreement stating that he agrees to the above terms.

ITEM 130 LAUNCHING RAMP/SERVICE FLOAT

Charge for ramp use is \$5.00 per round trip payable as posted. A \$10.00 penalty, per offense will be assessed persons failing to pay the required \$5.00 fee and properly displaying receipt in the vehicle windshield. An Annual Launch Ramp Pass is available at the Marina Office for \$50.00. Annual moorage holders will be issued a Launch Ramp Pass for their use free upon request. The annual pass is valid for the calendar year in which issued and is not prorated.

The Service Floats adjacent to the small boat Launching Ramp is for loading and/or unloading only. Extended tie-up and overnight moorage is prohibited. During the sport salmon season, and with prior approval from the Marina Manager, commercial trawlers may use the service float for short-term net and gear repairs or replacement.

ITEM 150 COMMERCIAL SEAFOOD ACTIVITIES

Upon receipt of written application outlining the proposed activity, the Port of Grays Harbor, at its sole discretion, may issue exclusive calendar year permits expiring December 31st, to use Marina Facilities to sell or receive seafood. Seasonal demands by users of these facilities may limit the number of permits issued.

1. SALE OF SEAFOOD TO THE PUBLIC: Vessels with Port moorage are granted the authority to sell their catch to the general public without a Port seafood landing permit. Activities will be strictly limited to seafood sales only. Moorage holders will comply with all federal, state and local regulations governing this activity. No other commercial activity will be permitted. The facilities shall be maintained in a clean, sanitary condition at all times.

2. COMMERCIAL BUYING OF SEAFOOD: The Port of Grays Harbor, at its sole discretion, may issue exclusive calendar year permits expiring December 31st, to use Port Facilities to receive commercial seafood purchases. Applicants must provide photocopy of valid Washington State Department of Fisheries and City of Westport permits required for the proposed activity together with the required yearly fee, in cash, at the time of application. Such fee shall be refunded in full if the permit is not granted.

CALENDAR YEAR FEE: \$300.00 (applies to any portion of the year).

Permit holder will comply with all federal, state and local regulations governing this activity. No other commercial activities will be permitted. The facilities shall be maintained in a clean, sanitary condition at all times. Failure to comply with the condition of the issued permit will result in revocation of such use permit.

ITEM 155 BOAT TRAILER STORAGE

Long term parking of boat trailers and/or vehicles on Port property will be in designated areas only and subject to payment of prescribed fees. Long term is defined as meaning anything over one week or seven (7) days. Security for boats, trailers, vehicles, equipment and gear shall be the owner's responsibility. The Port accepts no liability for lost, stolen or damaged boats, trailers, vehicles, equipment or gear.

BOAT TRAILER PARKING FEE: (Payable in Advance) \$20.00 per month or \$5.00 per week or seven (7) days.

ITEM 156 DRY LAND STORAGE

Property placed in dry land storage in designated Port Storage Areas will be charged at the prevailing Port lease rate. The Port is not responsible for damage or loss of stored property. Property illegally stored on Port land will be impounded and storage charges assessed at the prevailing rate. Delinquency in payment of charges due will result in public sale of said property as per Item 21 subsection 5 of this tariff.

ITEM 170 TRANSIENT RATES FOR ALL VESSELS

<u>BOAT LENGTHS</u>	<u>DAILY RATES</u>	<u>BOAT LENGTHS</u>	<u>MONTHLY RATES</u>
Up to 24 feet	\$10.00	Up to 24 feet	\$145.00
25 to 29 feet	\$12.00	25 to 29 feet	\$180.00
30 to 39 feet	\$12.00	30 to 39 feet	\$220.00
40 to 59 feet	\$15.00	40 to 59 feet	\$270.00
60 to 69 feet	\$ 0.35 per vessel foot	60 to 69 feet	\$5.00 per vessel foot
70 to 99 feet	\$ 0.40 per vessel foot	70 feet and over	\$6.00 per vessel foot
100 feet and over	\$ 0.50 per vessel foot	100 feet and over	\$7.00 per vessel foot

TRANSIENT RATES

Any transient staying past 20 days will automatically be charged a monthly transient rate.

Transient rates must be paid in advance until credit is established. Berth assignments, made by the Marina Manager for and monthly customers will, insofar as possible, be for the entire month.

PENALTY: Transient fees for those vessels not registering on arrival are subject to an additional \$10.00 per day penalty fee. Unauthorized use of moorage facilities will be subject to penalty of \$10.00 per day. Refer to Item 50.

Shore Power: Available at extra cost per Item 185.

ITEM 180 RATES YEARLY

The rental period shall be from July 1 to June 30 of the following year for berths on all floats. Marina moorage rates are adjusted each year based on the Seattle Cost of Living Index on January 1, capped at 5% in any one year. Rates are rounded to the closest whole cent.

The fees described below are effective July 1, 2009 and will be calculated by multiplying the boat length times the appropriate unit fee to produce the moorage fee:

Floats 3-4-5-6-7-8-9-10-11-12-14-15-16-17-19-20-21: year	\$32.80 per vessel foot per
Floats 16 and 20 Bank Side (Due to limited access.)	\$24.52 per vessel foot per year.

ITEM 183 SHORE POWER HOOK-UP

1. To protect Marina systems shore-tie electrical cables must be kept in good repair. If in the Port's judgment a cable is inadequate, it must be replaced.
2. The minimum specifications for shore power cables for basic electrical service in the Marina is S.O. marine grade cable No. 10 with three (3) conductors.
3. Repair costs for damage resulting from the use of inadequate cables will be billed to the vessel owner.

ITEM 185 RATES ELECTRICAL ENERGY

BASIC SHORE POWER: Basic shore power is 30A, 120V, 1 PH. Use of shore power is at the option of the permittee subject to a three-month minimum period. Other optional electrical services can be provided on certain floats at an extra cost. The schedule below outlines the power available and the fees. The charges are for one outlet only. Additional outlets require additional payment and are subject to prior written permission by the Marina Operations Specialist.

<u>AMPERAGE</u>	<u>VOLTAGE</u>	<u>PHASE</u>	<u>DOLLARS</u>
20/30	120	1	284.40
30	208/240	1	522.50
50	208/240	1	880.00
50	208	3	1,775.40

RATES - BASIC SHORE POWER - TRANSIENT

DAILY..... \$ 3.00 per day
 MONTHLY 20/30 AMP \$40.00 per month

RATES - OPTIONAL POWER SERVICES - TRANSIENT

DAILY 50/1 PH..... \$11.00 per day
 DAILY 50/3 PH..... \$13.00 per day

 MONTHLY 50/1 PH..... \$100.00 per month
 MONTHLY 50/3 PH..... \$165.00 per month

With the exception of basic shore power service, there is a \$30.00 hook-up fee. Leasehold Tax if applicable will be added. All fees are payable in advance.

METERED SLIPS

Basic monthly fee..... \$5.00 per month

Meters will be read each month. Charges will be assessed based on actual usage times the rate per kilowatt-hour charged by the PUD for that month.

EMERGENCY SURCHARGE

In the event the Public Utility District No. 1 of Grays Harbor County imposes higher rates for the electrical energy supplied to the moorage, the Port of Grays Harbor reserves the right to adjust the schedule of charges for Item 185 by such rate increase. Invoicing for the additional charge will be made as of the effective date of the rate increase.

ITEM 186 LEASEHOLD EXCISE TAX

In addition to paying rents, fees and/or other charges as herein provided, Permittees and Marina Users shall pay to the Port, as applicable, the Leasehold Excise Tax as required by the Revised Code of Washington (RCW) 82.29A, or as the same may be amended.

ITEM 187 EQUIPMENT RENTAL

Equipment, when available, will be rented at the convenience of the Port and rental fees are subject to Washington State Sales Tax.

Schedule of Equipment Rental Rates (Deposit of Daily Minimum Due In Advance of Rental):

	<u>RATE/HOUR</u>	<u>DAILY MINIMUM</u>
Lift Truck (with Operator)	\$75.00	\$75.00
Bilge Pump	\$50.00	\$50.00
Other Equipment	Developed as needed	1 hour fee

4. **MOORAGE FEE:** The fee prescribed Page 1, Paragraph 3 of this agreement shall be paid annually to the Port at its office in Westport, Washington. The moorage fee is payable on presentation of invoice in advance of the first day of July 2009 together with this completed and signed Agreement.
- Discount Available:** If the entire annual moorage fee is paid in full on or before June 30, 2009, a discount will be allowed. Discount calculation: The annual discount will be the Prime Rate as of January 1, rounded to the nearest .25% with a cap not to exceed 10%. Discount this year is 3.25%.
- Optional Payment Plan:** Annual moorage may be paid in four equal consecutive monthly payments. Each payment shall be 25% of the combined annual moorage fee and Leasehold Tax without discount and shall be due no later than July 1, August 1, September 1, and October 1.
- Delinquency of more than 10 calendar days of any of the four monthly payments shall be cause for default. Notice of default shall be mailed via First Class Mail and shall notify permittee to cure such default by paying the delinquent payment together with the subsequent required payment on or before its due date or in the case of the fourth payment's delinquency, within 30 days of the notice of default. Failure to cure any default as notified shall be cause to terminate the Moorage Agreement and recalculate the moorage fee on a monthly transient basis retroactive to July 1.
5. **SUBSTITUTION OF VESSEL:** If permittee intends to substitute a different vessel for that referred to on Page 1, Paragraph 1, the Port gives no assurance that said berth will accommodate such other vessel or that another berth will be available in the Westport Marina. Therefore, no vessel shall be substituted for that referred to above without the prior approval of the Port. If the vessel represented above is moored in another berth, it will be subject to transient moorage fee assessment, unless specifically authorized by the Port.
6. **PORT REGULATION:** This agreement is subject to Port Tariff No. 58-A as the same may be amended from time to time. It is a condition of this Permit that Permittee shall abide by all Port rules as provided in said tariff.
7. **CONTRACTUAL RELATIONSHIP:** The Port does not accept the boat for storage, shall not be held liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a warehouseman. The Port shall not be held responsible or liable for any damage or loss to, or of, the said boat, tackle, gear, equipment or property either upon said boat or upon the premises of the Port, from any cause whatsoever, or for injury to the Permittee or invitees occasioned by any cause, upon Port premises or adjacent thereto.
8. **ELECTRICITY:** If Permittee, at his request, is provided with electrical service, fees will be assessed as per Tariff Item 185. Minimum service period available for non-metered slips is three (3) consecutive months. If electrical service in excess of that heretofore described is provided, it shall be made available and Permittee shall pay for such service as prescribed in Item No. 185 of the Tariff.
9. **LEASEHOLD TAXES:** In addition to paying fees and/or electricity charges as herein provided, Permittee shall pay to the Port, as applicable, the leasehold excise tax as required by the Revised Code of Washington (RCW) 82.29A, or as the same may be amended.
10. **INDEMNITY:** Permittee agrees to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and save the Port harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by Permittee.
11. **MAINTENANCE:** Permittee shall keep the rented berth and adjacent finger float neat and clean at all times, and shall not dump or discharge waste, petroleum products, garbage or other pollutants into waters of the Westport Marina. Permittee shall at all times comply with Federal, State, County, and City of Westport laws, ordinances and regulations.
12. **USE:** This Agreement includes the right to moor Permittee's vessel to the adjacent float. Use of this float is in common with others and Permittee shall not place equipment, structures, or other items on the float, nor shall Permittee alter, add to, damage or otherwise disturb the float structure. No bumper materials shall be fastened to a float structure by a Permittee. Permittee shall be responsible for removal and repair costs resulting from unauthorized installations.
13. **HOUSEKEEPING:** Housekeeping aboard vessels moored in the Marina is permitted on a limited basis on certain floats and only with the prior authorization of the Marina Manager. A Live-Aboard Agreement is to be completed and attached hereto and incorporated herein by this reference which sets forth such approval and conditions thereof, which Permittee hereby agrees.

14. **TRESPASSERS:** The Port is not responsible for unauthorized persons using the herein berth or for removal of such persons and their vessels therefrom.
15. **ASSIGNMENTS AND TRANSFERS:** Permittee shall not assign nor transfer this Permit or any interest herein without prior written consent of the Port. The Port may make such berth available for use by others for any period of non-use by the Permittee. So far as practicable, Permittee shall notify the Port in advance if his moorage space will not be used for any extended period of time.
16. **REASSIGNMENTS:** Moorage may be temporarily reassigned, at the option of the Port, to other berths or spaces within the Westport Marina to accommodate repairs, improvements, maintenance or reconstruction, emergencies, or when desirable in the Port's opinion during special events. Moorage may be permanently reassigned for the balance of the permit term, at the option of the Port, to other berths or spaces within the Westport Marina if a vessel's size in relationship to the size of the berth and those adjacent thereto does not permit maximum, and efficient utilization of the Marina facilities or if a reassignment may in any other manner permit more efficient utilization of the Westport Marina moorage facilities.
17. **EMERGENCY AUTHORITY:** In the event the vessel moored in the berth, or a vessel in an adjacent berth is, in the sole judgment of the Port, subject to loss, destruction, or damage from any cause, the Port may, but is not required, carry out procedures which the Port deems reasonable to endeavor to prevent such loss, destruction or damage, including removing the vessel to dry land storage. Dry land storage charge will be set at the prevailing Port lease rate. Any craft placed in storage under terms of this item will be sold and proceeds of such sale will be applied to the vessel owner's account should any one of the following occur:
- A. If the owner does not respond within 30 days to notification that his vessel has been removed from the Marina and placed in storage.
 - B. If charges for pump-out services, storage and/or other Port charges are not paid in full within 30 days of the date of original invoice.
 - C. If subsequent monthly storage charges are not paid in full within 30 days of invoice date.
- All users shall remove their vessels from dry-land storage within 90 days. Any costs so incurred by the Port shall be for the order of the Permittee and the Permittee shall hold the Port harmless from all such costs or expenses so incurred. For the purpose of carrying out any procedures as contemplated by this paragraph and/or for the purposes of incurring any expenses as herein before contemplated, the Permittee does hereby hold the Port harmless from any loss, destruction or damage to the vessel described on Page 1, Paragraph 1 and personal property located thereon. The authority granted in this paragraph shall be exercised only at times when, in the sole judgment of the Port, an emergency is deemed to exist, and such authority may be carried out without notice to the Permittee.
18. **TERMINATION AND DEFAULT:** If the Permittee shall fail to keep and perform any of the covenants or agreements herein contained, and shall fail to remedy any such default within 30 days after written notice thereof by the Port to the Permittee, the Port may at its option declare this permit canceled and forfeited, and the Permittee's right to possession ended, without further notice to Permittee and may re-enter said berth and adjacent float without process of law, using force as may be necessary to remove all chattels therefrom and the Port shall not be liable for any damage by reason of such re-entry for forfeiture. All notices to Permittee shall be considered delivered to Permittee upon such notices being deposited in the United States Mail, certified mail, return receipt requested, addressed to the Permittee at his address set forth on Page 1, Paragraph 1. If by reason of any default on the part of Permittee in the performance of any of the provisions of this permit it becomes necessary for the Port to employ an attorney, the Permittee agrees to pay all costs, expenses and attorney fees expended or incurred by the Port in connection therewith.
19. **EARLY TERMINATION:** Early termination of Annual Moorage Agreement, if requested by the Permittee, shall be granted, provided an adjusted berthage fee is paid. Such adjusted berthage fee shall be computed as outlined in Item No. 25 of the Tariff.

WESTPORT MARINA CHARTER OFFICE AGREEMENT NO _____.

THIS AGREEMENT entered into between the Port of Grays Harbor, herein called the "Port," and the undersigned, herein called "Permittee."

1. GRANT OF PERMIT: The Port grants to Permittee a permit to use those berths designated on the Schedule attached hereto and incorporated by this reference.

2. TERM: This permit is for the fixed term, commencing on the 1st day of July 2007 and terminating at midnight on the 30th day of June 2010.

3. FEE: The annual fee for this permit shall be the total of those fees designated for each berth on the attached Schedule or as those fees maybe changed from time to time by the Port. Such permit fee shall be paid annually, in advance, to the Port at its office in Westport, Washington, by June 30 of each year. All or any portion of the fee not so paid shall draw interest at the rate of one and one-half percent (1.5%) per month or 18% per annum until paid.

4. REPRESENTATION: On or before June 30 of each year, the Permittee shall provide such information as the Port shall request on forms to be provided by the Port relative to each berth which is the subject of this permit, including without limitation the identity, dimensions and Washington State Charter License Number of the vessel to occupy such berth. Vessels so designated shall be limited to those actively engaged in the sport fishing charter business. Permittee represents such information to be accurate to the best of his knowledge and belief. No vessel may use any of Permittee's berths other than as set forth in Permittee's annual information report without the prior consent of the Port.

5. RELINQUISHMENT OF BERTHS: In the event Permittee is unable to positively identify a boat to use each berth listed on the attached Schedule by July 1 of each year, then those berths which have no boats assigned to them shall, on July 1 be released in writing to the Port to the following July. In the event that for any 3 successive years Permittee is unable to designate boats to use all its berths by the time set forth above, or if the boats that are designated do not occupy such berths, the number of berths subject to this permit shall be permanently reduced by the fewest number of berths for which boats have not been designated or which have not been occupied by designated boats during such 3-year period.

The Permittee shall relinquish any and all rights to assigned berths at the expiration of this permit term as detailed above.

6. PORT REGULATION: This Agreement is subject to Port Tariff No. 58-A as the same may be amended from time to time. It is a condition of this Permit that Permittee shall abide by all Port rules and regulations relative to the operation of the Westport Marina as provided in said tariff.

7. CONTRACTUAL RELATIONSHIP: The Port does not accept the boat for storage, shall not be held liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a warehouseman. The Port shall not be held responsible or liable for any damage or loss to, or of, the said boat, tackle, gear, equipment, or property either upon said boat or upon the premises of the Port, from any cause whatever, or for injury to the Permittee or invitees occasioned by any cause, upon the Port premises or adjacent thereto except for the sole negligence of the Port.

8. ELECTRICITY: If Permittee contracts with Public Utility District No. 1 of Grays Harbor County, Washington, for electric current, then Permittee shall pay for all electric current furnished and shall not allow the charges therefore to become delinquent.

9. LEASEHOLD TAXES: In addition to paying the fees and/or electricity charges as herein provided, Permittee shall pay to the Port, as applicable, the leasehold excise tax as required by the Revised Code of Washington (RCW) 62.29A, or as the same may be amended.

10. INDEMNITY: Permittee agrees to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and save the Port harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by the Permittee except for the sole negligence of the Port.

11. MAINTENANCE: Permittee shall keep the rented berth and adjacent finger float neat and clean at all times, and shall not dump or discharge waste, petroleum products, garbage or other pollutants into the waters of the Westport Marina. Permittee assumes all responsibility for petroleum or other products spilled or released from vessels occupying the berths subject to this Charter Office Moorage Agreement and not released to the Port. Permittee shall at all times comply with Federal, State, County Port and City of Westport Laws, ordinances and regulations.

12. USE: This Agreement includes the right to moor Permittee's vessel to the adjacent float. Use of this float is in common with others and Permittee shall not place equipment, structures, or other items on the float, nor shall Permittee alter, add to, damage, or otherwise disturb the float structure except for moveable steps or ramps to aid in boarding or debarking passengers, provided such steps or ramps shall be so constructed or placed that they do not impede the free movement of pedestrians on the floats. No persons shall remain overnight on the vessel moored at the berth.

13. TRESPASSERS: The Port is not responsible for unauthorized persons using the herein berth or for the removal of such persons and their vessels therefrom.

14. ASSIGNMENT AND TRANSFER: Permittee shall not assign or transfer this Permit or any interest herein without the prior written consent of the Port. Any such assignment document shall contain the name and address of the assignee.

The Permittee shall indemnify and hold the Port harmless from any liability, cause of action, claim or harm arising out of such assignment including reasonable attorneys fees under Section 20 hereinafter.

15. REASSIGNMENT: Boats may be temporarily reassigned, at the option of the Port, to other berths or spaces within the Westport Marina to accommodate repairs, improvements, maintenance, construction, emergencies, or when desirable in the Port's opinion during special events. Boats may be permanently reassigned to other berths or spaces within the Westport Marina when, in the opinion of the Port, any berth or berths in the Westport Marina become substantially unusable from any cause.

16. EMERGENCY AUTHORITY: In the event the vessel moored in the berth, or a vessel in an adjacent berth is, in the sole judgment of the Port, subject to loss, destruction, or damage from any cause, the Port may, but is not required to, carry out any procedures which the Port deems reasonable to endeavor to prevent any such loss, destruction or damage including removing the vessel to dry land storage. Any costs so incurred by the Port shall be for the order of the Permittee, and the Permittee shall hold the Port harmless from all such costs or expenses so incurred. For the purpose of carrying out any procedures as contemplated by this paragraph and/or for the purposes of incurring any expenses as hereinabove contemplated, the Permittee does hereby constitute the Port as his attorney in fact and does hereby hold the Port harmless from any loss, destruction or damage to the vessels described on the attached schedule and personal property located thereon. The authority granted in this paragraph shall be exercised only at times when, in the sole judgment of the Port, an emergency is deemed to exist, and such authority may be carried out without notice to the Permittee.

17. TERMINATION FOR DEFAULT: If the Permittee shall fail to keep and perform any of the covenants or agreements herein contained, and shall fail to remedy any such default within 30 days after written notice thereof by the Port to the Permittee, the Port may at its option declare this permit canceled and forfeited, and the Permittee's right to possession ended, without further notice to Permittee and may re-enter said berth and adjacent float without process of law, using force as may be necessary to remove all chattels therefrom and the Port shall not be liable to any damage by reason of such re-entry for forfeiture.

18. NOTICES: All notices hereunder may be delivered or mailed. If mailed they shall be sent by certified or registered mail, return receipt requested, to the Owner at P.O. Box 1601, Westport, Washington, and to the Permittee at its address set forth below its signature. Such notices shall be sent to other addresses of either party hereto as they may advise the other from time to time in writing. Notices sent by mail shall be deemed to have been given when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the mailing thereof.

19. INSOLVENCY: If Permittee commences a proceeding under any Chapter of the Federal Bankruptcy Act, or is adjudicated bankrupt or insolvent or makes any assignment for the benefit of creditors or if a receiver be appointed for it, or in the event of any judicial sale of Permittee's interest under this Charter Office Moorage Agreement, Port shall have the right to declare this Charter Office Moorage Agreement in default.

20. ATTORNEY FEES: In the event either party shall be required to bring any action to enforce any of the provisions of this Charter Office Moorage Agreement, or shall be required to defend any action brought by the other with respect to this Charter Office Moorage Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, in addition to costs and necessary disbursement.

21. INTERPRETATION OF AGREEMENT: This Charter Office Moorage Agreement and all of its terms shall be construed according to the laws of the State of Washington. The venue of any litigation between the parties relating hereto shall be the Superior Court of Grays Harbor County, Washington.

22. TOTAL AGREEMENT: This agreement expresses the complete understanding of the parties hereto and may be changed only by an agreement in writing.

This Agreement creates no right, express or implied, in the Permittee to a renewal, extension or reissuance of this permit at the end of its fixed term.

Dated: _____

“PORT”

By _____

Executive Director

By _____

Marina Manager

“PERMITTEE”

By _____

By _____

Address _____

**SCHEDULE TO
PORT OF GRAYS HARBOR WESTPORT MARINA
CHARTER OFFICE MOORAGE AGREEMENT**

PERMITTEE:

From: July 1, 2009 to June 30, 2010

AGREEMENT NO.:

BERTH NO.	FLOAT NO.	VESSEL	OVERALL LENGTH	BEAM	WSCLN *	ANNUAL FEE

THE PERMITTEE IS ADVISED TO MAKE CORRECT ENTRIES TO THIS SCHEDULE. PERMITTEE IS FURTHER ADVISED THAT PERMITTEE IS RESPONSIBLE FOR DISCUSSING WITH VESSEL OPERATOR (S) THE SUITABILITY OF SPACE ASSIGNED AND MUST NOTIFY MARINA OFFICE OF ANY VESSEL ASSIGNMENT OR REASSIGNMENT IN ADVANCE. FAILURE TO SIGN AND RETURN THIS MOORAGE AGREEMENT WILL RELEASE YOUR SLIPS FOR THIS MOORAGE YEAR.

CHARTER OFFICE/PERMITTEE

* Washington State Charter

License Number

Signature of Owner/Authorized Representative

DATE:

