



Westport Marina

A FACILITY OF THE  PORT OF GRAYS HARBOR

PORT OF GRAYS HARBOR WESTPORT MARINA TARIFF

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

At the

**WESTPORT MARINA
Westport, Washington**

Effective April 1, 2017

**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**

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SECTION 1

INTRODUCTION

1. PURPOSE AND SCOPE:

The Purpose of this Tariff, Rules and Regulations is to secure the most effective control and management of the Westport Marina properties and facilities of the Port of Grays Harbor. As established in the Marina Tariff, Marina Management must ensure that moorage slips are utilized in a manner that will permit maximum, efficient public utilization of the Port of Grays Harbor facilities at the Westport Marina.

The purpose of the Rules, Regulations and Charges is to promote the safe and efficient operation of the Westport Marina, and to provide service for boaters and the public.

2. STATEMENT OF POLICY:

Due to the demand for moorage at the Westport Marina during special fishing seasons, it is necessary that the Port establish controls to limit use of moorage for specific purposes, and then to administer the controls to insure fairness to all users of the Westport Marina. Therefore, the Port reserves the right to allocate the use of any moorage space as it deems necessary to meet that end.

Right of First Refusal for Annual Moorage Holders:

- a. It is Port policy to recognize the commitment of all annual moorage holders by providing annual moorage holders in good standing the right of first refusal on the slip they registered for in the annual moorage year ending.
- b. This priority is given only as long as the account is current and the vessel is appropriate to berth size.
- c. Default on payment, or failure to follow Westport Marina Rules and Policies, can result in loss of moorage rights and the loss of slip assignment.

3. APPLICATION OF TARIFF AND VENUE:

This tariff contains specific rules, regulations and charges that apply to all users of the Westport Marina. Vessels, vehicles and persons operating within the Westport Marina are subject to these Rules, Regulations and Charges. This tariff shall be governed by Washington law. Jurisdiction and venue for any dispute arising under this tariff shall be in courts located in Grays Harbor County, Washington. Without limiting the foregoing, users specifically waive any jurisdiction of the federal district court or tribal court and waive the right to seek removal to the federal district court or tribal court.

4. CHANGES TO TARIFF:

The Marina Manager or designee, 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.

5. USE DEEMED ACCEPTANCE:

Any vessel that enters the Marina immediately comes under the jurisdiction of the Port and Marina Manager. Use of Marina facilities is conclusive evidence of the user's consent to and agreement with these Rules, Regulations and Charges.

6. 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 arising out of the use of said Port's facilities by the user.

7. NO LIMITATIONS:

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

8. POSTING:

This Tariff shall be conspicuously posted at all moorage facility offices at all times and/or available on the Port of Grays Harbor website at www.portofgraysharbor.com.

9. GRIEVANCE POLICY:

- a. Differences of opinion regarding the interpretation of this Tariff, regulations, policies or procedures should be brought to the attention of the Marina Manager, in writing, addressed to Westport Marina, 326 Lamb St. or P.O. Box 1601, Westport, WA 98595.
- b. If the matter is not satisfactorily resolved with the Marina Manager within twenty (20) working days, it should then be submitted in writing to the Port of Grays Harbor, Executive Director at 111 Wooding Street, or P.O. Box 660, Aberdeen, WA 98520.
- c. The Executive Director may require the applicant, or other appealing party and marina staff to provide such evidence, records or other information, regarding the disputed issue. The decision of the Executive Director shall be final.

SECTION 2

DEFINITIONS

ABANDONED VESSEL OR PROPERTY:

- a. Vessel shall be deemed abandoned if the vessel is not registered with the Port, and moorage charges and other required fees paid, within twelve (12) hours of commencement of use of Port moorage; or
- b. Personal property, other than vessels, shall be deemed abandoned if the property is left on or in Port facilities without identification, evidence of ownership, or notification to the Port of ownership for a period of more than twelve (12) hours.

ANNUAL MOORAGE TENANT: Shall mean berthage assigned to an individual or company whereby a Moorage Agreement has been entered into between the Port and the user and paid in full for a twelve (12) month period.

BERTHAGE: Shall mean berthage for fishing vessels, pleasure craft and other vessels and 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 customer paying berthage charges.

BOAT BASIN: Shall mean the entrance, the water space and the structures within the boundaries of the breakwall.

VESSEL TRASH/GARBAGE: Shall mean any refuse that is generated on the boat/vessel.

CHARTER BOAT: Shall mean a vessel that takes passengers for hire.

CHARTER OFFICE: Shall mean a business engaging in the bookings for charter boat(s).

CHARTER HOUSE: Shall mean a business engaging in the bookings for charter boat(s) with an upland presence within the marina district.

COMMERCIAL FISHING DOCKS: Shall mean the mooring facilities of the Port of Grays Harbor, including, but not limited to, Port docks 3, 5, 7, 9, 11, 15, 17, 19 and 21.

COMMERCIAL FISHING VESSEL: Shall mean a vessel which is engaged in a commercial fishing operation under one or more valid licenses.

DERELICT VESSEL: Shall mean a vessel that is abandoned and/or is in danger of sinking, or in a state of disability which, if unduly prolonged, may pose a threat to the Marina's environment or physical property or become a hazard to navigation.

DRAFT: Shall mean the depth of water a vessel draws when fully loaded.

EMERGENCY: Shall mean a state of imminent danger to life or property or navigation or may pose a threat to the Marina's environment or physical property in which time is of the essence.

EXECUTIVE DIRECTOR: Shall mean the person appointed by the Port Commissioners to serve as Director of all operations for the Port.

FEE SCHEDULE: Shall mean moorage and other appropriate rates, fees and charges as determined from time to time by the Port.

GEAR: Shall mean all manner of fishing accessories, electronics, netting, and other items used, or intended to be used, for marine activity, or such items necessary or convenient for the use of the vessel.

HAZARDOUS VESSEL: Shall mean a vessel determined by the Port to be unseaworthy, or in a state of disability which, if unduly prolonged, may pose a threat to the Marina's environment or physical property or become a hazard to navigation.

HOUSEKEEPING: Refers to any person(s) who requests in writing and authorized, in writing, by the Marina Manager staying aboard a vessel.

INDUSTRIAL WASTE OR HAZARDOUS SUBSTANCE: Shall mean any liquid, gaseous or solid waste substances, or a combination thereof, resulting from any process of industry, manufacturing, trade, agricultural or agricultural operation or business, or from the development or recovery of any natural resources, which may cause or might reasonably be expected to cause pollution of the Westport Marina waters or pose a threat to the environment.

LEASEHOLD TAX: Is Washington State mandated excise tax on the use of public property by private or commercial businesses based upon the lease rate of the property. This tax is in lieu of the property tax and is mandated under Chapter RCW 82.29A.

LENGTH OVER ALL (LOA): Length Over All (LOA) shall mean the distance along the centerline from the foremost part of the vessel to the aft most part of the vessel, including bow sprit, anchors, swim steps, tenders and any other equipment or part of the vessel which is permanently or temporarily attached to the vessel while it is in the slip. Measurement for LOA will be rounded up to the nearest foot, regardless of registered or documented length. Double-wide vessels shall pay the cost of two slips.

LIVE-A-BOARD TENANT (LAT): Refers to any person(s) who requests in writing and is authorized, in writing, by the Marina Manager staying aboard a commercial fishing vessel for a time period exceeding fifteen (15) days in any rolling thirty-day (30) period. No Live-A- Boards are permitted on recreational, sport, charter or passenger transportation vessels.

MARINA: Shall mean the boat basin and upland facilities, as well as any person(s) duly authorized to represent the Port of Grays Harbor.

MARINA DISTRICT: Shall mean the upland facilities or businesses north of the Westport Airport that surround the marina.

MARINA MANAGER: The Port personnel responsible for the management of the Westport Marina, either personally or through their assigned subordinates.

MOORAGE AGREEMENT: Shall mean an agreement between the vessel owner, operator, individual or company and the Port of Grays Harbor for the assignment of, use of, and payment for moorage on a transient (daily or monthly) or annual basis.

MOORAGE FACILITY: Shall mean any properties or facilities owned or operated by the Port that are capable of use for the moorage or storage of vessels.

MOORAGE FACILITY OPERATOR: Shall mean the Port District that owns and operates a moorage facility.

MOORAGE TENANT OR MOORAGE HOLDER: Shall mean any person or business who has entered into a moorage agreement for short or long-term moorage.

MOORAGE YEAR: Shall mean the twelve (12) month period commencing on the first day when a Moorage Agreement and payment is received and a berth has been assigned by the Marina Manager.

NO-WAKE ZONE: Shall mean the water space inside the breakwalls of the marina boat basin.

OWNER/OPERATOR: Shall mean any person who claims, expressly or otherwise, lawful care, custody, or control of a vessel by virtue of legal title, equitable interest, lease or charter therein which entitles him to possession or has authority over the operation of the vessel pursuant to authority of the legal or equitable owner or charter.

PARK: Shall mean to place or leave any vehicle, trailer, or vessel on Port of Grays Harbor property.

PERMITTEE: Shall mean owner/operator who enters into an annual moorage agreement with the Port of Grays Harbor.

PERSON: Shall mean individual, partnership, corporation, association or other form of legal entity.

PERSONAL PROPERTY: In a broad and general sense, everything that is the subject of ownership, not coming under denomination of real estate.

PROHIBITED: Shall mean activities not allowed in the Marina, or at facilities at the Marina.

PORT: Shall mean the Port of Grays Harbor.

PORT CHARGES: Shall mean charges of the Port for moorage, storage or damage to facilities and all other charges owing or to become owing between a user and the Port, including but not limited to costs, penalties, fines, assessments and expenses, including attorney's fees and court costs, incurred in salvage, termination, removal and/or sale of vessels.

PORT COMMISSIONERS: Means the Port Commission of the Port of Grays Harbor. Port District residents elect three Commissioners who serve six-year terms. The Commission establishes all policies necessary to operate the Port and perform other functions within the Port District as authorized by the Revised Code of Washington.

PORT PROPERTIES: Shall mean the Westport Marina and all other lands, properties and facilities owned or operated by the Port of Grays Harbor.

SEAFOOD PRODUCT: Shall mean salmon, bottom fish and fish of all types and species; clams, shrimp, crab and shellfish of all types and species; and all other seafood, or seafood products, whether intended for animal or human consumption.

SEWAGE: Shall mean water, chemical, or other liquid carrying human or animal waste from vessels, other vehicles, trailers, residences, building, industrial or commercial establishments or other places with such ground water infiltration and surface water as may be present.

SHALL and MAY: "Shall" is mandatory. "May" is permissive.

SKIFF/DINGHY: Shall mean a vessel twenty (20) feet in length which is exclusively used as a tender, or runabout, for the tenant's vessel.

SPORT VESSEL: Shall mean any vessel, regardless of size, not engaged in marine commerce and not possessing a commercial/charter fishing, charter or passenger transportation license.

STAGING: Use of Port facilities or properties as a station for changing gear belonging to a vessel.

TRANSIENT MOORAGE: Short-term berthage for less than twelve (12) months whereby the vessel is granted authority by the Port to moor.

TARIFF: Shall mean Port Rules, Regulations and Charges at the Westport Marina.

TRANSIENT VESSEL: Any vessel not registered under an annual moorage agreement with the Port for that particular vessel ID.

VESSEL OR BOAT: Shall mean every species of watercraft or other artificial contrivance capable of being used as a means of transportation that does not exceed two hundred (200) feet in length. "Vessel" includes any trailer used for the transportation of watercraft.

USER: Shall mean the owner of a vessel or the operator who has control of the vessel if other than the owner.

SECTION 3

AUTHORITY, ENFORCEMENT AND EMERGENCY PROCEDURES

1. AUTHORITY TO ADMINISTER:

The Executive Director authorizes the Marina Manager to administer this Marina Tariff, its regulations and procedures by written or verbal instruction.

2. COMPLIANCE WITH INSTRUCTIONS OF MARINA MANAGER:

All vessel owners or operators entering and/or utilizing the marina shall promptly comply with all directions or instructions issued or given by the Marina Manager, or other authorized person, with respect to the movement of their vessels or otherwise. Noncompliance with such directions or instructions shall entitle the Marina Manager or other authorized person to require immediate removal of the vessel from the Marina.

3. USE DENIED:

Vessel owners and operators are cautioned that the Port reserves the right to deny use of the Port facilities for moorage or other purposes to those persons who fail to comply with this Marina Tariff, its regulations and procedures, or who fail to pay charges and fees promptly when due. To enforce this right, the Port may impound the vessel by chaining it to the docks until in full compliance.

- a. Marina users who violate this Marina Tariff, its regulations and procedures may have marina usage rights revoked, which may include moorage agreement cancellation, penalty charges, removal and/or impoundment, and/or sale of their personal property.

4. ENFORCEMENT:

The Marina Manager or their assigned subordinates may:

- a. Require persons violating these regulations to leave the Marina, and
- b. Obtain assistance of law enforcement officers to preserve the peace, protect individual health and safety, or to protect property.

5. RELOCATION OF SEIZED VESSELS:

Seized vessels that pose a threat to the Marina's environment or physical property may be relocated. All charges for the relocation and applicable moorage/storage fees shall be assessed against the vessel and/or its owner(s).

6. APPLICABLE STATUTES:

All Port, Municipal, County, State, and Federal regulations and laws, and generally accepted safety standards and requirements apply to users of the Marina.

7. INSURANCE AND CERTIFICATE OF REGISTRATION:

ALL MOORAGE HOLDERS SHALL PROVIDE PROOF OF MARINE INSURANCE AND PROOF OF VESSEL REGISTRATION.

The Port requires all moorage holders to comply with the marine insurance and proof of certificate of registration laws enacted by the State of Washington under Second Substitute House Bill (SSHB) 2457 (Chapter 195, Laws of 2014), codified at RCW 53.08.480 and Chapter RCW 88.02. The Port may, in its sole discretion, require marine insurance limits greater than the minimum required under RCW 53.08.480.

8. 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, is subject to loss, destruction, or may pose a threat to the Marina's environment or physical property 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.

9. EMERGENCY PUMP-OUT:

- a. When a vessel moored at 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.
- b. 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.
- c. Vessel Pump-Out Fees: Subject to Washington State Sales Tax.
- d. During regular Marina Office Hours: \$50.00 per hour, per employee doing the pump out. Minimum \$100.00.
- e. After Hours/Overtime: \$75.00 per hour, per employee doing the pump out. Minimum \$225.00.

10. NOTIFICATION:

The Port reserves the right to alter, amend, modify, repeal, or revoke this Marina Tariff, its regulations and procedures at any time. All users must, of their own accord, bear the responsibility for knowing and understanding the updated and current Marina Tariff, its regulations and procedures. A copy of the Marina Tariff, its regulations and procedures are, at all times, posted in the Marina Manager's office and/or available on the Port of Grays Harbor website at www.portofgraysharbor.com. Extra copies are available upon request.

11. WAIVER:

The waiver or failure of the Port to enforce any term or condition of this Marina Tariff, its regulations or procedures, shall not be a waiver of any right to enforce this Marina Tariff, regulations or procedures

SECTION 4

USES & RULES WITHIN THE MARINA DISTRICT
IN-WATER RULES & REGULATIONS

1. ANCHORAGE:

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

2. BERTH MAINTENANCE:

- a. User shall keep the rented berth neat and clean at all times.
- b. User shall not pump or discharge any waste, holding tanks, petroleum products, hazardous substances, garbage or other pollutants into the waters of the Westport Marina.
- c. User shall at all times comply with Federal, State, County and City of Westport laws, ordinances and regulations.
- d. User shall be billed for time and equipment charges in addition to the cost of disposal of any materials the Port deems necessary to maintain berth in good workman like manner.
- e. Cleanup, disposal and remediation costs shall be the responsibility of the vessel owner and may be assessed against the vessel. Costs assessed against the vessel may be collected as a lien against the vessel and through the foreclosure proceedings allowed by law, including but not limited to those procedures detailed in Section 7 of this Tariff.

3. BOAT LAUNCH RAMP/SERVICE FLOAT:

- a. Boat launch ramp users must display a receipt for payment of all launch fees as outlined in this Tariff.
- b. The Service Floats adjacent to the small boat launch ramp are for loading and unloading only.
- c. Extended tie-up and overnight moorage is prohibited.
- d. With prior approval from the Marina Manager, commercial vessels may use the service float for short-term net and gear repairs or replacement.

4. DOCK STEPS:

Shall be allowed on Port docks, floats and piers under the following conditions:

- a. Dock steps shall not impede the free movement of pedestrians.
- b. Dock steps shall not be used as a storage unit.
- c. Dock steps shall not be attached to docks, floats or piers.
- d. Dock steps shall meet Port approved standards.
- e. Tenants are encouraged to remove Dock steps when not in use.
- f. The vessel's Owner/Operator shall be solely responsible for any injury, including death, caused by dock steps and shall indemnify and hold harmless the Port of Grays Harbor from any and all claims, damages, penalties, fines or other costs arising out of Owner/Operator's placement of dock steps on the float(s).

5. FISHING/CRABBING WITHIN THE MARINA:

Fishing/crabbing from the Marina docks or on the Fishing Boardwalk is permissible if fishing lines and crab lines are moved to allow for vessel traffic. Vessels have priority. Users that do not move crab/fishing lines out of the way will lose the right to use the Marina. Crab pots must not be left unattended or overnight.

6. 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 to take necessary action to accomplish the same.

7. HOUSEKEEPING AND LIVE-A-BOARDS:

Housekeeping and live-a-board commercial overnight stays aboard vessels moored in the Marina is permitted on a limited basis on certain floats and only upon written request addressed to the Marina Manager and then written authorization by the Marina Manager.

8. MARINE SANITATION DEVICE:

All marine sanitation devices requiring a pump out shall be emptied at the designated discharge facility or be pumped out by a licensed contractor. No marine sanitation device such as, but not limited to, port-a-potties, shall be emptied in any toilet or restroom facility of the Marina. WESTPORT MARINA IS A ZERO DISCHARGE ZONE. AS SUCH, IT IS ILLEGAL TO DISCHARGE TREATED OR UNTREATED SEWAGE INTO MARINA WATERS AND ANY VIOLATION SHALL RESULT IN IMMEDIATE TERMINATION OF MARINA MOORAGE AGREEMENT.

9. MOORING LINES:

Tenant shall provide adequate mooring lines. If Marina personnel deem these lines inadequate, they may supplement or replace lines. The tenant shall be charged for said lines and a reasonable installation charge.

10. NORMAL UPKEEP:

Vessel owners are permitted to perform normal upkeep on their vessels while moored at the Marina, as allowed by federal, state and local laws. Any necessary permits are the responsibility of the user.

11. PETS KEPT ON LEASH:

Pets shall be leashed at all times when on Marina property. No pet shall be tied to any part of the dock, power stanchion, etc. OWNERS ARE SOLELY RESPONSIBLE FOR CLEANING UP AFTER THEIR PET.

12. RECEIVING LIVE BAIT:

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:

- a. The live bait receiver unit is limited in size to 4' wide by 12' long (plain view), and
- b. The unit is secured to the inner end of the finger float adjacent to the main float, and
- c. The unit is securely moored so as not to be a hazard to the neighboring vessel sharing the water space, and
- d. The moorage of the unit, together with the charter boat, shall not interfere with navigation in the adjacent berth, and
- e. 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.

13. SKIFFS:

- a. Skiffs, dinghies, inflatable boats and other similar craft in the fairways shall yield to larger craft. All such boats will be kept on the owner's vessel or in the owner's slip not to impede the adjacent slip and not in a slip with another vessel, and is subject to Port charges.
- b. Using another slip at any time for any non-emergency reasons is not permitted.
- c. All skiffs to be moored in the Marina boat basin must be registered at the Port office.
- d. Skiffs 20 feet and under will be charged \$10.00 per day and must be moored in assigned areas only.
- e. Owners are responsible for their skiffs or dinghies.
- f. Pump out policies and fees stated in the Westport Marina Tariff will apply.

14. TIE-UP:

Berths may be occupied by one or more vessels; however, each vessel shall be tied alongside the finger float. Double berthing or rafting of vessels will not be permitted unless specifically

authorized in writing by the Marina Manager. Vessels shall not, at any time, be side-tied to the main float unless specifically requested in writing and approved by the Marina Manager.

15. TRANSITING IN THE MARINA:

- a. The Port defines all water areas in the Marina as narrow channels as defined by the U.S. Inland Rules of the Road. Therefore, a sailboat or any other vessel does not have the right-of-way over another vessel based solely on its method of propulsion.
- b. The movement of vessels within the moorage area (between piers) may be for the purpose of mooring, entering, or leaving a slip only, or fueling.
- c. Speed limits within the Marina are as posted.
- d. The Marina is designated a “No-Wake Zone.”
- e. The Port shall in no event be deemed to be responsible for submerged objects such as mooring cables and other devices or objects. Users shall be responsible for the operation of User’s vessel within the Marina area. Knowledge of the Marina and submerged objects shall be the sole responsibility of user, and the Port assumes no duty to notify or warn user in connection therewith.

16. VESSELS SHOULD BE SECURED AT ALL TIMES.

The Port is not responsible for failure of any party including, without limitation, Port staff, Owners/Operators and guests, invitees, and agents of Owners/Operators to lock or secure their vessel.

17. VESSEL EQUIPMENT:

Only manufactured boat fenders are approved for use within the Marina. Homemade fenders and tires are prohibited. Any fender or similar equipment to be attached to a dock must be requested in writing and approved in writing by the management of the Marina.

18. UNDERWATER ACTIVITY:

Swimming, scuba diving, skin diving, snorkeling and related activities are not allowed from or near to properties owned, managed or otherwise controlled by the Port of Grays Harbor, except when such activities are required for vessel maintenance. Marker flags are required at the location of such underwater maintenance activity.

19. 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. Supplies, materials, accessories, water hoses, hull brooms or gear of any kind shall not be stored except on vessel. Water hoses and power cords shall not impede pedestrian traffic. Permittee shall be responsible for removal and repair costs resulting from unauthorized installations. Crab pots or gear left on the docks and not removed by owner, shall be charged a clean up fee if Port staff has to remove, disposal fees may apply.

20. SEAWORTHY:

Vessels moored in the Marina must be completely seaworthy. This means the vessel is fully and safely operable under its own power. The user grants permission to the Port when requested for an on-board inspection of the vessel by the Port, city, county, state, or federal representative, or the vessel shall be deemed unseaworthy. Failure to allow such an inspection shall be cause for immediate termination of moorage. Without limiting the foregoing, the Port is under no obligation or duty to undertake any inspection of any vessel. The Port may require that the user provide, at no cost to the Port, additional information (such as a marine survey) to establish seaworthiness. Lack of seaworthiness shall result in removal of the vessel as derelict, unless:

- a. The vessel is undergoing short term thirty (30) days or less repairs that render the vessel inoperable; or
- b. Pre-authorization has been obtained from Marine Management to affect repair rendering the vessel inoperable longer than thirty (30) days.

Any vessel experiencing more than normal bilge discharge must be repaired or removed from the Marina. No vessel shall create a fire hazard, a sinking hazard, or an unsightly or unsanitary condition.

21. OPEN FLAME:

No vessel shall be unattended while an “open flame device” is operating on board. An open flame device is any stove, furnace, lamp, heater, fireplace, peat, kerosene, fuel oil, diesel oil, alcohol, gasoline or similar fuel, candle, fuel burning lamp, open flame lantern, or any similar device which provides light or heat by means of a covered or visible flame or hot coals or embers.

- a. A vessel shall be considered “unattended” if no person having attained the age of twelve (12) years is physically present upon the vessel.
- b. No cooking or open flames of any sort shall be allowed on the walkways, docks, or piers of the Marina.
- c. Unless used for marine mammal control or authorized in writing by the Marina Manager, fireworks of all types are prohibited at all times in the Westport Marina.

22. SEVERE WEATHER:

Owner/Operator shall be responsible for properly securing their vessels in the event of severe weather so that no damage occurs to its vessel, other vessels or the Marina. If, in the sole opinion of the Port, Owner/Operator has not taken necessary and appropriate precautions, Port staff may, but shall not be obligated to, appropriately secure vessels or prepare vessels for foul weather at the cost and expense of Owner/Operator. Owner/Operator shall be responsible for all damages to other vessels and the Marina for failure to appropriately secure its vessel. In the event of severe weather, the Port, in its sole discretion, reserves the right to move or evacuate any unattended vessel at Owner/Operator’s sole risk and expense. Owner/Operator shall be responsible for any losses, damages, or expenses incurred by the Marina as a result of Owner/Operator’s failure to comply with any such request. The Marina is not to be assumed to be a SAFE HARBOR.

23. RESPONSIBLE FOR GUESTS:

The Owner/Operator is responsible for their guests and any person associated with the Owner/Operator, including all members of the Owner/Operator’s family and their guests. Disorderly or indecorous conduct by an Owner/Operator, guests or invitees that might injure a

person, cause damage to property, or harm to the reputation of the Marina shall be cause for immediate termination of the moorage agreement.

SECTION 5

UPLAND SUPPORT FACILITIES RULES AND REGULATIONS:

1. BOAT TRAILER STORAGE:

- a. Parking of boat trailers and/or vehicles on Port property will be in designated areas only and subject to payment of prescribed fees in advance of usage.
- b. Unhitched trailers must be parked in the trailer storage area, not the day use parking area.
- c. Security for boats, trailers, vehicles, equipment and gear shall be the owner's responsibility.
- d. The Port accepts no liability for lost, stolen or damaged boats, trailers, vehicles, equipment or gear.

2. CAMPING:

The Port hereby prohibits all persons from camping and/or sleeping overnight upon Port District property, except as authorized in writing by the Marina Manager pursuant to the terms of this Tariff.

3. 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. Clean up fees will be charged for each man-hour at the established labor rate. Equipment charges are extra. 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 Washington State Law.

4. GARBAGE/TRASH RECEPTION FACILITIES:

- a. Garbage reception facilities at the Westport Marina are for the use of moorage holders only. Vessel generated garbage/trash shall be placed in containers at marked locations. Fishing gear such as ropes, nets or related fishing equipment or gear shed clean-up is not allowed in Port dumpster. Persons who violate these provisions shall be billed at the rate of \$200.00 per offense to cover disposal, and moorage agreements may be terminated.
- b. Port garbage/trash containers are only for the disposal of vessel generated trash. Household and business wastes are not to be disposed of in Port waste containers.
- c. Moorage holders acknowledge and consent to the Port of Grays Harbor using surveillance cameras to monitor use of Port garbage/trash containers.
- d. *Recycling:* The Port of Grays Harbor encourages all boaters to use the recycling facilities that are available in the Marina area.

- e. The Marina will not accept, nor will it be responsible for collection, storage or disposal of designated hazardous waste.
- f. No trash, oil, fuel, debris or other material, liquid or solid, shall be deposited in the water, or land areas of the Port of Grays Harbor property or on any floats or piers.

SECTION 6

MOORAGE AND MARINA SERVICES OR CHARGES, DISCOUNTS & TERMS OF PAYMENT

1. QUALIFICATIONS FOR MOORAGE RENTAL:

The rental of a berth will be approved only if the user moors his/her vessel in the assigned berth. The Port reserves the right not to renew single vessel moorage assignments if:

- a. The moorage facility has not been appropriately utilized in the Port's judgment, or
- b. The user has violated any of the covenants of the moorage agreement.

2. CHARGES & TERMS OF PAYMENT:

Berthage charges are:

- a. Annual Moorage -- 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 Annual Moorage Agreement to validate assignment, or
- b. Transient Moorage -- short-term transient or long-term transient charges per day, month or multi-month payable in advance.

3. TRANSIENT REGISTRATION & MOORAGE FEES:

- a. **Registration:** Transient vessel operators must register their vessels with the Port immediately upon arrival. A Transient Registration Envelope will be provided as proof of registration. If arrival is outside of office hours, registration envelopes and instructions are available at the Port's office door, top of the dock on Float 6 and at the payment kiosk located at the boat launch parking.
- b. **Assignments:** 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.
- c. **Payment in Advance:** Transient rates must be paid in advance. Transient fees for those vessels not registering on arrival are subject to an additional \$25.00 per day penalty.

4. CONTACT INFORMATION:

Owner/operator of vessel shall provide to the Port current and valid documentation and/or registration information, current owner and operator's name, residence and mailing address, telephone, cell phone and emergency numbers. If the registering person is an operator/owner, authorization for moorage and other charges must be made available upon request of the Port.

5. PERMISSION:

Registration shall constitute permission for the Port to move the vessel for such purposes as permitted under this Tariff.

6. CHECK OUT:

Transient moorage checkout is 12:00 NOON daily. Vessels remaining after checkout time may be charged an additional day's moorage unless otherwise authorized by Marina Manager.

7. MINIMUM MOORAGE CHARGE:

Any vessel using Port facilities to park said boat shall be charged one day of moorage, and must register with the office on arrival.

Vessel LOA	Daily Rate	Monthly Rate
Up to 30'	\$ 20.00	Up to 60' \$8.00 61' and over \$8.50 12.84% State Leasehold Tax Calculated on the LOA or berth length, whichever is greater. Based on Calendar Month
31'- 50'	\$ 25.00	
51'-60'	\$ 30.00	
61 feet and up	\$.75 per foot	
Skiff or Dinghy Up to 20'	\$ 10.00	

Transient Monthly Moorage must be requested by the customer. All fees are based upon a calendar month beginning on the 1st of each month and ending on the last day of that month. Moorage that begins anytime after the first will be prorated for the remainder of the month and due on the first. Fees are based upon the vessel LOA or berth length, whichever is greater, and must be paid in advance. Customers may choose monthly moorage at any point; no credit for daily moorage will be applied.

8. CONTRACTUAL RELATIONSHIP:

The Port does not accept any vessel, tackle, gear, equipment or property for storage and 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 vessel, tackle, gear, equipment or property either upon said vessel 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. By use of Port facilities, the vessel owner/operator accepts the condition of the Port facilities as is, and by continuing to moor at Port facilities, the vessel owner/operator accepts the Port facilities as its conditions change.

9. ANNUAL MOORAGE REGISTRATION AND RATES:

Annual moorage will begin on the 1st of the month. Any annual moorage that begins after the first will be prorated for the remainder of the first month and begin the 1st day of the next month and end on the last day of the 12th month. Annual Moorage Agreements shall be for the twelve (12) month period commencing when a Moorage Agreement and payment is received and a berth has been assigned by the Marina Manager. 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 change annually on April 1 and will be calculated by multiplying the berth length or vessel LOA, whichever is greater, 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: \$ 36.23 per vessel foot per/berth length whichever is greater per year

Floats 16 and 20 Bank Side (Due to limited access): \$26.99 per vessel foot per /berth length whichever is greater per year

10. RIGHT OF FIRST REFUSAL FOR ANNUAL MOORAGE HOLDERS:

It is Port policy to recognize the commitment of all annual moorage holders by providing annual moorage holders in good standing, the right of first refusal on the berth assignment they registered for in the annual moorage year ending. This priority is given only as long as the account is current and the vessel is appropriate to berth size. Annual Moorage must be continuous from year to year with no lapse in payment. Default on payment, or failure to follow Westport Marina Rules and Policies, can result in loss of moorage rights and the loss of slip assignment priority.

11. DISCOUNT AVAILABLE:

If the entire annual moorage fee is paid in full on the first date of their agreement, or renewal, a cash discount of 5% will be allowed.

12. OPTIONAL PAYMENT PLAN:

Annual moorage may be paid in four (4) 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 the first (1st) day of the month of the agreement and the first (1st) day of each of the three (3) consecutive following months. A service fee of \$10.00 will be applied to each monthly installment payment.

Delinquency of more than ten (10) calendar days of any of the four (4) monthly payments shall be cause for default. Default shall be cause to terminate the Moorage Agreement, recalculation of the moorage fee based upon the monthly transient rates and forfeiture of the berth assignment. If a waiting list exists for that berth assignment, it will be given to the next qualified customer.

13. ALTERNATE VESSEL:

Users with Annual Moorage Agreements may allow the use of their assigned berth by another vessel other than their primarily assigned vessel, provided:

- a. The Marina Office shall be advised, at least 24 hours in advance, that an alternate vessel is to be in the assigned berth; appropriate vessel identification and length of stay shall be provided at this time; and
- b. The alternate vessel shall be the only vessel in the assigned berth, and
- c. The primary vessel shall not be relocated to other Port controlled moorage or storage in the Marina, unless approval and payments are made.
- d. Should the alternate vessel be larger than the moorage length of the vessel/berth listed in the Annual Moorage Agreement, additional fees shall apply.
- e. Alternate vessels not registered in with the Marina Office at least 24 hours in advance will be charged transient daily moorage and applicable penalties.

14. VESSEL LENGTH LIMITS:

The Port reserves the right to limit the size of the vessels using the berths.

15. BOAT LAUNCH RAMP/SERVICE FLOAT:

- a. Charge for ramp use is \$7.50 per round trip payable as posted.
- b. A \$25.00 penalty, per offense, will be assessed persons failing to pay the required \$7.50 fee and properly displaying the receipt in the vehicle windshield.
- c. An Annual Launch Ramp Pass is available at the Marina Office for \$75.00. 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 and applies to a single vessel ID.

16. BOAT TRAILER PARKING FEE:

Payable in advance -- \$30.00 per month or \$1.50 daily.

17. SHORE POWER HOOK-UP:

- a. 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.
- b. 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.
- c. Repair costs for damage resulting from the use of inadequate cables will be billed to the vessel owner.

18. RATES -- ELECTRICAL ENERGY:

- a. **Basic Shore Power:** Basic shore power is 30A, 120V, 1 PH. 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 staff.

A Basic Shore Power Fee of \$10 will be charged monthly for the 12 months of the annual moorage contract for electrical access.

b. **Rates - Basic Shore Power – Transient:**

DAILY..... \$ 4.00 per day
MONTHLY 20/30 AMP..... \$49.65 per month

c. **Rates - Optional Power Services – Transient:**

DAILY 50/1 PH..... \$19.00 per day
DAILY 50/3 PH..... \$22.00 per day

MONTHLY 50/1 PH..... \$190.70 per month
MONTHLY 50/3 PH..... \$314.82 per month

Leasehold Tax, if applicable, will be added. All fees are payable in advance.

d. **Metered Slips – Annual Moorage:**

Basic monthly fee \$10.00 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.

19. 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 such rate increase. Invoicing for the additional charge will be made as of the effective date of the rate increase.

20. LEASEHOLD EXCISE TAX:

In addition to paying rents, fees and/or other charges as herein provided, Permittee 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.

21. MISCELLANEOUS EQUIPMENT FEE:

The Owner/Operator shall be charged for repair and/or replacement of equipment (including, but not limited to: cleats, floats, piling, electrical pedestals, electrical outlets) the cost of materials plus the applicable labor rate.

22. NON-SUFFICIENT FUNDS:

A \$40.00 fee shall be charged on returned check payments and electronic payments declined by the bank for reason of non-sufficient funds.

23. PENALTY FEE:

Vessels that stay longer than their paid reserved slip assignment without contacting the marina office, by making arrangements and payment, may be subject to a penalty of \$25.00 per day.

24. REINSTATEMENT FEE FOR ANNUAL MOORAGE:

An annual moorage agreement that has been cancelled due to non-payment, upon written request by Permittee with full payment of the balance of the annual moorage fee and leasehold excise tax and a reinstatement fee of \$100.00, may, in the sole discretion of the Port, be granted reinstatement as an annual moorage Permittee.

25. PORT LABOR RATE: Subject to Washington Sales Tax

- a. Port Labor: \$50.00/hour.
- b. Outside Labor: Actual cost plus 15%
- c. Over-Time: Any service required outside the marina office hours, unless otherwise posted, will be charged at one and one-half times (1.5) the normal rate for labor minimum \$225.00.

26. EQUIPMENT RENTAL: Subject to Washington Sales Tax

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):

	RATE/HOUR	DAILY MINIMUM
a. Lift Truck (with Operator)	\$75.00	\$75.00
b. Bilge Pump	\$50.00	\$50.00
c. Other Equipment	Developed as needed	1 hour fee

27. INTEREST CHARGES:

Any 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 or a minimum of \$10.00, whichever is greater, will be charged commencing on the 31st day.

SECTION 7

COLLECTION OF MARINA CHARGES

1. IMPOUNDING PROCEDURE:

VESSEL OWNER/OPERATOR AUTHORIZES THE PORT OF GRAYS HARBOR TO IMPOUND AND SELL THE VESSEL AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF PORT OF GRAYS HARBOR FEES, CHARGES AND ASSESSMENTS IN CONFORMITY WITH WASHINGTON RCW 53.08.320.

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, after being notified that charges are owing, fails to pay the Port charges owed. Notification shall be by certified 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 certified mail in order to give the information on the notice.

2. 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, derelict, in danger of sinking, or may pose a threat to the Marina's environment or physical property. Costs of any such procedure shall be paid by the vessel's owner.

3. REGAINING POSSESSION BY OWNER:

If a vessel is secured under subsection 1 or moved ashore under subsection 2 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.

4. ABANDONED OR DERELICT VESSELS:

If a vessel moored or stored at a moorage facility is abandoned or derelict, 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 (20) 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 (10) but not more than twenty (20) 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. Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in the superior court for the county in which the vessel was impounded to contest the validity of the impoundment or the amount of the port charges owing. Such lawsuit must be commenced within ten (10) days of the date the notification was provided pursuant to subsection 1, or the right to a hearing shall be deemed waived and the owner shall be liable for any Port charges owing the moorage facility operator. In the event of litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- d. 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.

5. LEGAL FEES:

- a. Seizure of a Vessel: All Port rates apply plus ten percent (10%) and any legal costs incurred.
- b. Custodial Care: Any Port labor involved in attending or showing the vessel up for auction.
- c. Vessel/Vehicle Removal: All Port rates apply plus any outside contractor or legal fees.
- d. Damage to Port Facilities: Time and materials costs to repair damage by a vessel, plus any legal fees

SECTION 8

COMMERCIAL AND RECREATIONAL ACTIVITIES WITHIN THE MARINA 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 agreements 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 photocopies of valid Washington State Department of Fisheries and City of Westport permits required for the proposed activity, together with the required yearly fee of \$300.00, in cash, at the time of application. Such fee shall be refunded in full if the permit is not granted. The Port shall not prorate the annual fee.

3. COMPLIANCE WITH CONDITIONS OF PERMIT:

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.

APPENDIX A: ANNUAL MOORAGE AGREEMENT
PORT OF GRAYS HARBOR 2016-2017
SINGLE VESSEL ANNUAL MOORAGE AGREEMENT

This Agreement is entered into by and between the Port of Grays Harbor, hereinafter referred to as "Port", and the undersigned, hereinafter referred to as "Permittee":

1. **PERMITTEE WARRANTS THE ACCURACY OF THE FOLLOWING:**

Name of Vessel	Document or State #	Length Overall	Maximum Beam	Maximum Draft
Name of Permittee/Owner	Phone Number		Cell Phone	
Mailing Address	City	State	Zip Code	
E-mail address	Home Port			
Name of Operator (if other than above)	Phone Number			
Alternate Emergency Contact	Phone Number			

TYPE (check one): Commercial Charter Pleasure: Sail Power Other

Commercial Fisheries Participation (Check all that apply):

Bottomfish Crab Salmon Shrimp Tuna Other _____

Buoy Brand _____ Year Built _____ Hull Type _____ Insurance _____

2. **PORT GRANTS PERMITTEE USE:**

Berth LOA _____ Vessel LOA _____ Float /Berth Assignment _____ From _____ to _____

Annual moorage is for this berth assignment only. Use of any other berth will result in charges at transient moorage rate.

3. **PERMITTEE SHALL PAY AS CONSIDERATION: \$ _____**

(See No. 4 of this Agreement for information on down payment, discount, interest rates and Leasehold Tax).

This Agreement, including Paragraphs 4 through 24 below, shall constitute the entire agreement between the parties, subject to the Marina Tariff. Permittee confirms that he/she has read and understands the entire Agreement. Any modification of this Agreement shall be made only by changes in the Marina Tariff or by written modification signed by all Parties.

PORT OF GRAYS HARBOR

Dated: _____

Marina Manager

Dated: _____

Permittee Signature

THE PERMITTEE IS ADVISED TO MAKE CORRECT ENTRIES IN PARAGRAPH 1 ABOVE. PERMITTEE IS FURTHER ADVISED THAT FAILURE TO SIGN AND RETURN THIS MOORAGE AGREEMENT TOGETHER WITH A MINIMUM OF 25% OF THE INVOICED FEE AS SPECIFIED IN PARAGRAPH 3 WILL VOID YOUR PERMANENT MOORAGE AGREEMENT.

4. **MOORAGE FEE:**

The annual moorage fee and leasehold excise tax shall be paid to the Port at its offices in either Westport, Washington or in Aberdeen, Washington. If a Permittee enters into an annual moorage agreement on any day other than the first day of the month, then that month will be pro-rated to the first of the next month. All annual moorage will begin on the first of the month and end on the last day of the 12th month. Except as provided below, the annual moorage fee and leasehold excise tax are payable on or before the 1st of the month of the mutual execution of this Agreement:

- a. **Discount For Full Payment Available:** If the annual moorage fee and leasehold excise tax are paid in full on or before the first date of this Agreement, or renewal, a discount of 5% will be given in exchange for full payment on or before the first date of this Agreement.
- b. **Optional Payment Plan:** The annual moorage fee and leasehold excise tax may be paid in four (4) equal, consecutive monthly payments. Each payment shall be 25% of the combined annual moorage fee and leasehold excise tax without discount and shall be due no later than the first day of the month of the Agreement and the first day of each of the three consecutive following months. A service fee of \$10.00 shall be added to each monthly installment payment. Any delinquency of more than ten (10) calendar days of any of the four monthly payments shall be cause for default. Default shall be cause to terminate the Moorage Agreement, recalculation of the moorage fee based upon the monthly transient rates, and forfeiture of the berth assignment. If a waiting list exists for the berth assignment, it will be given to the next qualified customer.
- c. **Reinstatement Fee For Annual Moorage:** An annual moorage agreement that has been cancelled due to non-payment, upon written request by Permittee with full payment of the balance of the annual moorage fee and leasehold excise tax and a reinstatement fee of \$100.00, may, in the sole discretion of the Port, be granted reinstatement as an annual moorage Permittee.

5. **ALTERNATE VESSEL:**

Permittees with Annual Moorage Agreements may allow the use of their assigned berth by another vessel other than the primarily assigned vessel, provided:

- a. The Marina Office shall be advised in writing or by phone, at least 24 hours in advance, that an alternate vessel is to be in the assigned berth, including appropriate vessel identification, length of anticipated stay and, if requested by Port; and
- b. The alternate vessel shall be the only vessel in the assigned berth; and
- c. The primary vessel shall not be relocated to other Port controlled moorage or storage in the Marina, unless approval and payments are made.
- d. Should the alternate vessel be larger than the moorage length of the vessel/berth listed in the Annual Moorage Agreement, additional fees shall be due from Permittee. Alternate vessels not registered in with the Marina Office at least 24 hours in advance shall be charged transient daily moorage and applicable penalties.

6. **VESSEL LENGTH LIMITS:**

The Port reserves the right to limit the size of the vessels using the berths.

7. **PORT REGULATIONS:**

This Agreement incorporates by reference The Port of Grays Harbor Westport Marina Tariff as though the same were fully set forth herein. Said tariff 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. Permittees must, of their own accord, bear the responsibility for knowing and understanding the current Marina Tariff, its regulations and procedures. A copy of the Marina Tariff, its regulations and procedures are, at all times, posted in the Marina Manager's office and/or available on the Port of Grays Harbor website at www.portofgraysharbor.com. . Extra copies are available upon request.

8. **CONTRACTUAL RELATIONSHIP:**

The Port does not accept the vessel 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 or upon any other basis. The Port shall not be held responsible or liable for any damage or loss to, or of, the said vessel, tackle, gear, equipment or property either upon said vessel 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. By use of Port facilities the vessel owner/operator accepts the condition of the Port facilities as is, and by continuing to use moorage at Port facilities, the vessel owner/operator accepts the Port facilities as its conditions change.

9. **ELECTRICITY:**

If Permittee, at its request, is provided with electrical service, fees will be assessed as per the Marina Tariff Section 6.

10. **LEASEHOLD EXCISE TAX:**

In addition to paying fees and/or other 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.

11. **INSURANCE AND CERTIFICATE OF REGISTRATION:**

ALL MOORAGE HOLDERS SHALL PROVIDE PROOF OF MARINE INSURANCE AND PROOF OF VESSEL REGISTRATION.

The Port requires all moorage holders to comply with the marine insurance and proof of certificate of registration laws enacted by the State of Washington under Second Substitute House Bill (SSHB) 2457 (Chapter 195, Laws of 2014), codified at RCW53.08.480 and Chapter RCW 88.02. The Port may, in its sole discretion, require marine insurance limits greater than the minimum required under RCW 53.08.480.

12. **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.

13. **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.

14. **USE:**

This Agreement includes the right to moor Permittee's vessel to the adjacent float. Use of a float is in common with others and users shall not place equipment, structures, or other items on the float, unless otherwise authorized in writing by Port, 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. Crab pots or gear left on the docks and not removed by owner, may be charged a clean up fee if Port staff has to remove and disposal fees may apply.

15. **HOUSEKEEPING:**

Housekeeping and live-a-board commercial overnight stays aboard vessels moored in the Marina is permitted on a limited basis on certain floats and only with the prior written authorization of the Marina Manager.

16. **TRESPASSERS:**

VESSELS SHOULD BE SECURED AT ALL TIMES. The Port is not responsible for unauthorized persons using the herein berth or for removal of such persons and their vessels therefrom. The Port is not responsible for failure of any party including, without limitation, Port staff, Owners/Operators and guests, invitees, and agents of Owners/Operators to lock or secure their vessel.

17. **VESSEL EQUIPMENT:**

Only manufactured boat fenders are approved for use within the Marina. Homemade fenders and tires are prohibited. Any fender or similar equipment to be attached to a dock must be approved by the management of the Marina, in advance, in writing.

18. **ASSIGNMENTS AND TRANSFERS:**

Annual moorage is non-refundable or non-transferable. Permittee shall not assign or transfer this Permit or any interest herein. 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.

19. **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.

20. **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, damage from any cause or may pose a threat to the Marina's environment or physical property, the Port may, but is not required to, 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 thirty (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 thirty (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 ninety (90) days. Any costs incurred by the Port shall be billed to the Permittee and the Permittee shall hold Port harmless from any and 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 agree to 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.

21. **TERMINATION AND DEFAULT:**

PERMITTEE AUTHORIZES THE PORT OF GRAYS HARBOR TO IMPOUND AND SELL THE VESSEL AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF PORT OF GRAYS HARBOR FEES, CHARGES AND ASSESSMENTS IN CONFORMITY WITH WASHINGTON RCW 53.08.320.

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 thirty (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.

22. **EARLY TERMINATION:**

No refunds for early termination will be granted. Annual moorages are at a reduced rate; therefore, annual moorage is non-transferable and non-refundable.

23. **ATTORNEY FEES:**

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

24. **INTERPRETATION OF AGREEMENT AND VENUE:**

This Agreement and all of its terms and conditions shall be construed according to the laws of the State of Washington. Jurisdiction and venue for any dispute arising under this Agreement shall be in courts located in Grays Harbor County, Washington. Without limiting the foregoing, Permittee specifically waives any jurisdiction of the federal district court or tribal court and waives the right to seek removal to the federal district court or tribal court.

APPENDIX B:
PORT OF GRAYS HARBOR
WESTPORT MARINA
CHARTER HOUSE MOORAGE AGREEMENT NO. _____

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

1. **CHARTER HOUSE DEFINED:** For the purpose of this Agreement, a charter house is defined as a business that:
 - a. Maintains an upland physical presence (storefront or office open to the public) for bookings and commercial sales within the Westport Marina District,
 - b. Leases slips from the Port for the purpose of mooring charter vessels, and
 - c. Manages bookings on behalf of charter vessel(s).
2. **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.
3. **TERM:** This permit is for a term of three (3) years commencing on the 1st day of July 2016 and terminating at midnight on the last day of June 2019.
4. **FEE:** The annual fee for this permit shall be \$150.00 annually, plus the total of those moorage fees designated for each berth on the attached Schedule or as those fees may be changed from time to time by the Port. Such permit fee and moorage fees shall be paid annually, in advance, to the Port at its office in Westport, Washington. All or any portion of the fee not so paid shall draw interest at the rate of one and one-half percent (1½%) per month until paid.
 - a. **Moorage Fee:** The fees prescribed in this Agreement shall be paid annually to the Port at its offices in Westport, Washington or in Aberdeen, Washington. The moorage fee is payable on presentation of an invoice in advance of the first day of the Agreement renewal date, together with this completed and signed copy of the Schedule of this Agreement. Schedule shall be submitted at the beginning of each moorage year with vessel and berth assignments identified.
 - b. **Discount Available:** If the entire annual moorage fee is paid in full on the first date of the Agreement, or renewal, a cash discount of five percent (5%) will be allowed.
5. **ELECTRICITY:** Electrical service fees will be assessed as per the Westport Marina Tariff and are subject to change. A Basic Shore Power Fee of \$10 will be charged monthly for the 12 months of the annual moorage contract for electrical access.
6. **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 of 12.84% as required by the Revised Code of Washington (RCW 82.29A) or as the same may be amended.

Permittee is directly responsible for the above charges and any other fees or fines that are incurred on the berths identified in this Agreement. Failure to pay charges in a timely manner shall be considered default as defined in section 18 of this Agreement.

7. **REPRESENTATION:** On or before June 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, Coast Guard or Washington State Documentation numbers, vessel owners name and phone numbers of the vessel to occupy such berth. Permittee represents such information to be accurate to the best of his knowledge and belief. No vessel may use any of Permittee's berths without the prior consent of the Port.
8. **PORT REGULATION:** It is a condition of this Permit that Permittee shall abide by all Port rules as provided in the Port of Grays Harbor Westport Marina Tariff. Permittees must, of their own accord, bear the responsibility for knowing and understanding the Marina Tariff, its regulations and procedures. A copy of the Marina Tariff, its regulations and procedures are, at all times, posted in the Marina Manager's office and/or available on the Port of Grays Harbor website at www.portofgraysharbor.com. Extra copies are available upon request.
9. **APPLICABLE STATUTES:** All Port, Municipal, County, State, and Federal regulations and laws, and generally accepted safety standards and requirements apply to users of the Marina.
10. **CONTRACTUAL RELATIONSHIP:** The Port does not accept the vessel 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 vessel, tackle, gear, equipment, or property either upon said vessel 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.
11. **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.
12. **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, hazardous substances or other products spilled or released from vessels occupying the berths subject to this Charter House 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.
13. **USE:** This Agreement includes the right to moor Permittee's designated vessel to the assigned float. Use of this float is in common with others and occupant 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 disembarking 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.

14. **TRESPASSERS:** The Port is not responsible for unauthorized persons using the herein berth or for the removal of such persons and their vessels there from.

15. **ASSIGNMENT AND TRANSFER:** Permittee shall not assign nor 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 21 hereinafter.
16. **REASSIGNMENT:** Vessels 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. Vessels 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.
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, damage from any cause, or may pose a threat to the Marina's environment or physical property, 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. In the event Port charges are not paid by Permittee, the Port shall proceed with collection actions pursuant to the Westport Marina Tariff.
18. **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 for any damage by reason of such re-entry for forfeiture. PERMITTEE AUTHORIZES THE PORT OF GRAYS HARBOR TO IMPOUND AND SELL THE VESSEL AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF PORT OF GRAYS HARBOR FEES, CHARGES AND ASSESSMENTS IN CONFORMITY WITH WASHINGTON RCW 53.08.320.
19. **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.
20. **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 House Moorage Agreement, Port shall have the right to declare this Charter House Moorage Agreement in default.
21. **ATTORNEY FEES:** In the event either party shall be required to bring any action to enforce any of the provisions of this Charter House Moorage Agreement, or shall be required to defend any action brought by the other with respect to this Charter House Moorage Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, in addition to costs and necessary disbursement.

- 22. **INTERPRETATION OF AGREEMENT:** This Charter House Moorage Agreement, and all of its terms, shall be construed according to the laws of the State of Washington. Jurisdiction and venue for any dispute arising under this Agreement shall be in courts located in Grays Harbor County, Washington. Without limiting the foregoing, Permittee specifically waives any jurisdiction of the federal district court or tribal court and waives the right to seek removal to the federal district court or tribal court..
- 23. **TOTAL AGREEMENT:** This Agreement expresses the complete understanding of the parties hereto and may be changed only by an agreement in writing.
- 24. **INCORPORATION OF WESTPORT MARINA TARIFF:** The terms and conditions of the Port of Grays Harbor Westport Marina Tariff, except where it conflicts with the express terms herein, is incorporated by reference as though fully set forth. Amendments to the Port of Grays Harbor Westport Marina Tariff shall automatically be incorporated by this reference into this Agreement upon adoption by the Port Commission. See the current Westport Marina Tariff at www.portofgraysharbor.com.

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 _____

CHARTER HOUSE MOORAGE AGREEMENT NO. _____
Schedule of Vessel Assignments

Permittee: _____

Moorage Year Dates: _____

Berth No.	Float No.	Float Length	Vessel	OAL	Beam	WSCLN*	Annual Fee
Total Berths:					Annual Moorage Due \$		

The Permittee is advised to make correct entries to this Schedule. Permittee is further advised that Permittee is responsible for all charges associated with moorage and services to these berths. Permittee is responsible for discussing with vessel operator(s) the suitability of space assigned and must notify the Marina Office of any vessel assignment or reassignment in advance of occupancy. Failure to sign and return this Schedule will release your moorage slips.

 Signature of Owner/Authorized Representative Date

 Signature of Owner/Authorized Representative Date

