



# Moorage Agreement

Account Number: \_\_\_\_\_

## CUSTOMER INFORMATION

Vessel Legal/Reg. Owner (Last, First, M.):			
Driver's License #:		State Issued:	
Vessel Legal/Reg. Owner's Spouse (Last, First, M.):			
Driver's License #		State Issued:	
Street Address:	City:	State:	Zip Code:
Mailing Address:	City:	State:	Zip Code:
Email Address:			
Home Phone:	Work Phone:	Cell:	
Emergency Contact:	Emergency Contact Phone:		
Vessel Owner's Employer:			
City:	State:	Zip Code:	

## COMPANY INFORMATION

Company Name:		TID/UBI#:	
Address:	City:	State:	Zip Code:
Authorized Agent:			

## PARTNER INFORMATION

Name (Last, First, M.):			
Address:	City:	State:	Zip Code:
Phone #:	Email Address:		

## LIEN HOLDER INFORMATION

Lien Holder: <input type="checkbox"/> Yes <input type="checkbox"/> No	Lien Holder:		
Address:	City:	State:	

VESSEL INFORMATION				
Vessel Name:			Vessel Registration/ Documentation number:	
If not registered, by initialing, you intend to register the vessel according to WA State Dept. of Licensing. _____			As of today is vessel >65' and older than 40 years old? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, is latest vessel survey provided? <input type="checkbox"/> Yes <input type="checkbox"/> No	Vessel Type: <input type="checkbox"/> Seiner <input type="checkbox"/> Gillnetter <input type="checkbox"/> Crabber <input type="checkbox"/> Sail <input type="checkbox"/> Power <input type="checkbox"/> Multihull			
Make:	Model:	LOA:	Beam:	Draft:
HIN #:	Vessel Home Port:	Year of Vessel:		Fuel: <input type="checkbox"/> Gas <input type="checkbox"/> Diesel

VESSEL INSURANCE INFORMATION	
Insurance Company:	Phone Number:
Type of Coverage: <input type="checkbox"/> General Liability <input type="checkbox"/> Legal Liability <input type="checkbox"/> Pollution Liability	
Policy Number:	Amount of Coverage:

SLIP & BILLING INFORMATION <i>Staff use only</i>			
Gate #	Slip #	Slip Length:	Power: <input type="checkbox"/> Yes <input type="checkbox"/> No
Start Date:	Monthly Rate:	Annual Moorage: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Boat Measured At:	Meter Base Fee: <input type="checkbox"/> Yes <input type="checkbox"/> No	ACH: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Bank Account Information if not on ACH:			
Moorage Use Permitted Under this License: <input type="checkbox"/> Recreation <input type="checkbox"/> Active Commercial Fishing <input type="checkbox"/> Merchant Leaseholder			

## LICENSE TERMS AND CONDITIONS

Subject to the terms and conditions set forth herein, the Port of Bellingham hereby grants a Moorage Agreement, which is a month-to-month License to the Customer for use of an assigned slip. This License is granted subject to the terms and conditions of, the Harbor Rules and Regulations as they now exist of, and are from time to time amended and the Moorage Tariff No. 1 as it now exists or is hereinafter amended. Failure to comply with all terms and conditions of this License and/or the Harbor Rules and Regulations may result in termination of this License.

### 1. Moorage Customer Information

The Moorage Customer acknowledges that information provided by the Moorage Customer is true, accurate and complete. Moorage Customer shall notify the Port of any change in the information, including but not limited to, contact information such as address, phone number, email, etc.

### 2. License for Permitted Use

This License is for the moorage of Recreational, Active Commercial Fishing and Merchant Leaseholder vessels. There are other uses, such as moorage of a Multiparty Boathouse or Liveaboard Moorage, that may be allowed under the Harbor Rules and Regulations. These uses require a separate license agreement between the Port and the Customer. Other uses may be conditionally approved in writing by the Harbormaster.

**3. Moorage Charges & Fees**

The first month's moorage is non-refundable. The Port of Bellingham sets moorage rates, fees, and other charges, according to the Revised Code of Washington 53.08. All moorage charges, rates, and fees are set forth in Moorage Tariff No. 1. Moorage charges, along with any other charges or fees are due upon receipt. Charges that are not paid by the end of the calendar month, will be assessed a late fee according to Moorage Tariff No. 1. The Customer will pay the Moorage Charges & Fees as set forth in Moorage Tariff No. 1 as it now exists or is hereinafter from time-to-time amended.

**4. Non-Payment of Moorage Charges**

Moorage Customer understands that the Port is authorized by the Revised Code of Washington 53.08.320 to impound the vessel for non-payment of moorage charges.

**5. Harbor Rules and Regulations**

It is the Moorage Customer's responsibility to read the current Harbor Rules and Regulations and the Port's Moorage Tariff No. 1 (posted at the Harbor Office). Failure to abide by the terms and conditions of the current Harbor Rules and Regulations, or failure to pay moorage charges, storage rental fees, or any other fee charged by the Port by the due date, shall constitute a default under the terms of this License. A default under this License shall constitute a default under any other lease or agreement the Moorage Customer has with the Port.

By signing this License, Moorage Customer acknowledges and agrees to comply with the Harbor Rules and Regulations, which are updated annually. Failure to comply with the Harbor Rules and Regulations is a default under this License. A copy of the current Harbor Rules and Regulations can be obtained on the Port's website at: [www.portofbellingham.com](http://www.portofbellingham.com).

**6. No Assignment, Transfer or Sublet of Slip**

This License may not be assigned, transferred, or sublet without authorization from the Port, and all charges will continue until this License is terminated as explained in the Harbor Rules and Regulations. If the Moorage Customer's account becomes delinquent, he/she agrees to pay all late charges, interest, additional handling, impound, and collection costs, attorney fees, and all court costs connected with the collection of the amount due.

**7. Prior Account Delinquency**

Pursuant to Port Resolution No. 1001, the Port has reserved the right to deny any services to Moorage Customers who have become ninety (90) days delinquent on their account. Moorage Customers with a history of late payments or account write-offs, as determined by the Port, will have to pre-pay three (3) months in advance before moorage is granted or continued.

**8. Vessel Registration**

This License must be in the name of the registered/legal owner of the vessel. Moorage Customer agrees to supply the Port with a current copy of the vessel registration annually. If vessel is currently not registered, Moorage Customer agrees to register the vessel immediately according to the Washington State Department of Licensing regulations. Information on the Dept. of Licensing regulations may be obtained from the Department of Licensing. It is the Moorage Customer's responsibility to know and understand the vessel registration requirements in RCW 88.02.

**9. Insurance**

Moorage Customer will comply with insurance policy requirements in the Harbor Rules and Regulations.

**10. Insurance-Transfer of Ownership-Vessels Greater than 65 feet and more than 40 years old**

Moorage Customer will comply with RCW 79.100.170 and the Harbor Rules and Regulations with regard to the transfer of vessels greater than 65 feet and more than 40 years old.

**11. Vessel Inspection-Vessels Greater than 65 feet and more than 40 years old**

Moorage Customer will comply with RCW 79.100.150 and the Harbor Rules and Regulations insurance policy requirements in the Harbor Rules and Regulations prior to transfer of vessels greater than 65 feet and more than 40 years old.

**12. Vessel Seaworthiness**

Vessels moored in the harbor must be completely without hazardous conditions as determined solely by the Port, and ready for cruising in local waters. Upon approval of this License, the Moorage Customer grants permission to the Port when requested for an on-board inspection of his/her 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 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 Moorage Customer provide, at no cost to the Port, additional information (such as a marine survey) to establish seaworthiness.

**13. Best Management Practices and Environmental Rules**

A copy of the Port's Best Management Practices is included as **Attachment A** to this License and Moorage Customer agrees to abide by these practices. Moorage Customer understands that the Port facilities are 'NO DISCHARGE' facilities and will abide by all federal, state, local and Port environmental laws, rules and regulations. The discharge of black water is prohibited. Pumpout facilities are located at several locations in the harbor.

Any fuel or oil that is spilled into the harbor must be reported immediately to the U.S. Coast Guard National Response Center, Department of Ecology, and the Harbor Office. Those numbers are available in the Harbor Office or on **Attachment B**.

**14. Maintenance, Repair or New Work on Vessels**

The Harbor Rules and Regulations contain requirements regarding maintenance, repair or new work on vessels. All contractors or vendors who perform work on vessels in the harbor must (i) have a Port issued Business License and (ii) must provide insurance naming the Port as an additional insured. The complete requirements are contained in the Harbor Rules and Regulations. Utilization of contractors or vendors that do not meet these requirements is a default of this License.

**15. Waiver and Release**

*THE MOORAGE CUSTOMER ACKNOWLEDGES THAT THE PORT DOES NOT ACCEPT MOORAGE CUSTOMER'S VESSEL FOR BAILMENT OR STORAGE AND SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ITS SAFE KEEPING AND CONDITION OF ITS TACKLE, GEAR, APPAREL, EQUIPMENT, AND/OR FURNISHINGS. IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE MOORAGE CUSTOMER DOES HEREBY FOREVER, RELEASE AND DISCHARGE THE PORT, ITS COMMISSIONERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE MOORAGE CUSTOMER OR THE VESSEL WITHIN THE PORT'S HARBOR(S) EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE PORT, ITS COMMISSIONERS OR EMPLOYEES. THIS WAIVER AND RELEASE SHALL BE BINDING UPON THE HEIRS, EXECUTORS AND ASSIGNS OF THE MOORAGE CUSTOMER. THIS RELEASE IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.*

**16. Indemnification and Hold Harmless**

*IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE MOORAGE CUSTOMER SHALL SAVE, DEFEND AND HOLD HARMLESS THE PORT, ITS COMMISSIONERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE MOORAGE CUSTOMER OR THE VESSEL WITHIN THE PORT'S HARBOR(S) EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE PORT, ITS COMMISSIONERS OR EMPLOYEES. THIS INDEMNIFICATION AND HOLD HARMLESS INCLUDES CLAIMS BROUGHT BY EMPLOYEES OF THE MOORAGE CUSTOMER AND THEREFORE CONSTITUTES A WAIVER UNDER TITLE 51. THIS INDEMNIFICATION AND HOLD HARMLESS IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.*

**17. Jurisdiction and Law**

This License shall be governed by Washington law. Exclusive jurisdiction and venue for any dispute arising under this License shall be the Whatcom County Superior Court. Without limiting the foregoing, the Moorage Customer specifically waives any jurisdiction of the federal district court or the right to seek removal to the federal district court.

**18. Waiver**

The waiver or failure of the Port to enforce any term or condition of this License shall not be a waiver of any right to enforce this License.

**19. Notice**

All notices to Moorage Customer under this License shall be made to the address provided in this License. Notice shall be deemed complete upon the third calendar day after such notice is placed in the United States mail postage prepaid and addressed to the address provided pursuant to this License or upon receipt of actual notice, whichever occurs first.

**20. Amendment**

This License may only be amended in writing. Without limiting the foregoing, no statements by Port employees shall be deemed an amendment or waiver of this License.

**21. Entire License**

This License (including applicable portions of the Harbor Rules and Regulations and Moorage Tariff No. 1 and Attachments A & B) is the entire License between the Port and the Moorage Customer.

**MOORAGE CUSTOMER SIGNATURE**

**Moorage Customer has read and understands the foregoing and agrees to all terms and conditions contained in this License, current Harbor Rules and Regulations and Moorage Tariff No. 1.**

**This License contains a Waiver, Release and Indemnification-Hold Harmless Agreement Moorage. Customer has read and understands these provisions.**

**This is a public record subject to Washington State Public Records Act (RCW 42.56).**

Signature of Registered/Legal Owner:	Date:
Signature of Registered/Legal Owner:	Date:
Signature of Port of Bellingham:	Date:



## Clean Marina Washington

### BEST MANAGEMENT PRACTICES (BMP's)

BMP's are intended to be practical and affordable actions that can reduce pollution at the source, but they will only work with everyone's participation. By effectively implementing source control measures now, marinas and marina tenants may be able to avoid more expensive and restrictive measures being placed on the boating public by regulatory agencies in the future. By adopting the following BMP's, we can show our commitment to preserving the surrounding environment in accordance with the guidelines issued by the Washington State Department of Ecology and the requirements of the Federal Clean Water Act.

#### Commercial Activity

- Boat hulls with soft or ablative anti-fouling paint shall not be scrubbed or cleaned in the Marina by divers or with underwater scrubbing devices. Approved haul-out facilities must be used for these coatings. Mechanical devices or scrapers, or any process that removes paint underwater may not be used.
- Divers are not allowed to leave any sort of material in the water including film, debris or zinc.
- Contractors must dispose of their own waste off site. The marina is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.

#### Engines and Bilges

- Absolutely no oil, fuel, or anti-freeze is to be discharged into the open waters. Use absorbent pads to soak up oil and fuel in bilges.
- Do not pump contaminated bilge water into the open waters. Install a manual bilge pump shutoff switch to avoid discharging contaminated bilge water.
- Never drain oil, antifreeze or other liquids into the bilge. Use pumps to drain engine oil directly. Recycle all waste oil and antifreeze on shore.
- Do not dispose of fuel, oil or filters in the dumpsters. Recycle oil, antifreeze and oil filters at appropriate shore-side facilities. Do not mix any other fluid with waste oil when pouring into recycling tanks. Waste oil contaminated with other materials cannot be readily recycled and disposal costs increase dramatically.
- Do not use detergents or soaps on fuel, oil or otherwise contaminated bilge water. While enzyme-based bilge cleaners are generally safe to use, it may take some time before the oil sheen is gone. It is best to remove contaminated water and dispose of it appropriately at on-shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.
- In Washington State, boats that are over 26' in length are required to display an "oil Discharge is Prohibited" placard near the bilge pump switch (placards are available at most marine supply stores). Fines for discharging oil from a bilge can amount to as much as \$20,000 per day per violation.

## Boat Fueling

- Report oil and fuel spills immediately to Washington State's hotline at 1(800) OILS-911 and the National Response Center 1-800-424-8802. If you cause a spill, stop it at the source and start to clean it up immediately. Do not pour liquid detergent onto the spill; this is illegal, makes recovery impossible and makes the spill worse under the surface.
- Do not "top-off" or overfill tanks. Know your fuel tank capacity and don't wait for fuel to spill out of the overflow vent to indicate full. Place a bucket or an absorbent pad at the fuel vent in case of accidental overflow. Special No-Spill containers are available at marine supply stores for this purpose. Remember warm weather and direct sunlight can cause expansion and a fuel vent spill even after fueling is completed. In-line fuel/air separators and indicator whistles can be installed to reduce fuel vent spills.
- Do not hose down accidental fuel spills. Do not use detergents or soaps to clean up fuel and oil spills. Use absorbent pads when feasible.

## Sewage and Gray Water

- Do not discharge sewage directly overboard. Discharge within three (3) miles of land is illegal and subject to fines up to \$2,000.
- Y-valves must be safety wired to ensure sewage flows into holding tank only.
- Store sewage in holding tanks and dispose of properly at a pump-out station or use a pump-out service.
- Even treated sewage is a threat to the shallow water environments. Do not discharge treated sewage (including Coast Guard approved MSD's) while within Port PMA.
- Minimize detergent usage and oily food waste in on-board sinks and showers. Scrape off table scraps and dispose of in the trash. Use shore side facilities whenever possible.

## Vessel Cleaning

- Scrub and rinse your boat often. A quick rinse after each outing reduces the need to scrub the top-side with harsh cleaners.
- If cleaners are used, no visible suds or discoloration of the water are permitted. Spot clean or use small amounts of phosphate-free and biodegradable soaps only when necessary. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Remember there is no legal discharge of any cleaner to our waters.

## Surface Preparation and Refinishing

- Painting and refinishing of boats (when in the water) is limited to minor touch ups. All work must be contained. Major work involving more than 25% of the boats above water surface areas must occur on land at a permitted boatyard. Schedule cosmetic work during annual haul-outs.
- Tarps must be used to capture all dust, drips, and debris. Any discharge to marine waters is a violation of state and federal law. Airborne particles may damage adjacent boats. The open water area between the hull and the dock must be tarped during rail or minor hull work.
- Do not work from a float or small boat.
- Limit use of paint, thinners and varnish on board or on the dock to containers of one (1) gallon in size or smaller.
- All paint mixing must be done on the shore, not the dock or the deck of the vessel. Open cans should be placed inside some type of secondary containment that will catch spills. A five gallon bucket or plastic tote works well for this purpose.
- Spray painting is not allowed while boats are in the water.

## Hazardous Wastes

- Contact the county to locate an off-site disposal facility. Do not dispose of any liquid paint, solvents or other hazardous wastes in the facility trash receptacles or any solid waste container. Completely dry all paint cans before placing in the trash.
- All hazardous waste must be disposed of properly. Do not dispose of the following in the facility trash receptacles:
  - Fuel, used oil, used oil filters, antifreeze or transmission fluid
  - Paints, solvents or varnish
  - Batteries
  - Wet shop rags
- Buy only the amount of materials you need. Use up remaining paint if possible. Take excess paints and chemicals home or dispose of them at the local hazardous waste facility. Do not discard these materials in the sewer or storm drains.
- Store usable chemicals, coatings and fuels securely on-board to prevent accidental overboard discharge. Do not store any hazardous or flammable materials on the dock, or in lockers / dock boxes.
- For additional information about disposal of hazardous waste, please contact the Disposal of Toxics Facility 360-380-4640.

## Solid Waste Disposal

- Securely store all garbage for shore-side disposal. “If it goes aboard, it comes ashore.”
- Dispose of all garbage in the facility trash receptacles.
- Collect all pet waste in plastic bags and dispose of in the facility trash receptacles.
- Let empty paint cans dry out completely before disposing of them in the facility trash receptacles.
- Recycle aluminum, cardboard, glass, plastic drink bottles and newspapers.
- Whenever possible select non-disposable containers for food and other items to minimize waste and chance of losing overboard.

## Stormwater and runoff

- No pressure washing of any kind is permitted in upland areas except on approved pressure wash pads.
- No boat or vehicle washing is allowed in facility parking areas.
- No dumping of any material into storm-drains.





## Moorage Check List

	<b>Moorage Agreement Completed in its Entirety</b>
	<b>Current Registration is in Moorage Customer's Name</b>
	<b>Current Insurance Policy Meets the State of Washington Requirements</b>
	<b>Informed of Washington State Licensing/Registration Requirements</b>
	<b>Cancellation Requires 15 Days Advance Notice</b>
	<b>First Month's Moorage is Non-Refundable</b>
	<b>Pets Must be on a Leash and Pet Waste Picked Up</b>
	<b>Customer is Responsible for Damage to Dock Box</b>
	<b>Dinghies Stored on Racks Must be Labeled</b>
	<b>If Live-aboard Moorage is Granted, a Separate Agreement will be Required.</b>
	<b>Customer is Responsible to Read and Abide by the Rules, Regulations, &amp; Procedures</b>
	<b>Customer Agrees to Use Pumpout Facilities</b>
	<b>Blaine and Squalicum Harbors are NO DISCHARGE Harbors</b>
	<b>Spills MUST be Reported Immediately</b>
	<b>Storage is Not Allowed on Floats [Small Boarding Steps OK]</b>

Port Staff has explained all of the above and customer agrees to abide by these rules and the ones set forth in the Squalicum and Blaine Harbors' Rules, Regulations, and Procedures. Customer agrees to provide proof of registration, insurance, and completed moorage agreement prior to moving boat into the Harbor.

\_\_\_\_\_  
Port Staff

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acct. #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name