

present



Permit & Document Checklist

Commercial fishers are required to have the following documents in place prior to any sales activity. Once the following permits are obtained and documents presented, the harbor staff will determine the sale location which is assigned on a first-come, first-served basis for the sale date.

Permits/licenses you must complete and keep in your possession to operate:

Fisheries:

- ___ If your product was caught in Washington, a license from **Washington Department of Fish and Wildlife** is required. **See page 2.** Note: If your product was caught in Alaska and processed there, you do NOT need a Washington Dept of Fish and Wildlife Permit.

Food Safety – Whatcom County Health Dept:

- ___ **Whatcom County Health Department** requires a permit based on the type of seafood sale activity. **See page 3.**

Business Licenses:

- ___ You must have a [Washington State Business License](#) issued by **Washington State Dept of Revenue (DOR)** including this [Weighing and Measuring Devices Addendum](#). Please visit [Dept of Revenue FAQs here](#) for additional information. Please note there may be an additional fee to operate a business in the **City of Bellingham**, and check DOR for information regarding the [Enhanced Food Fish Tax](#).

Documents you must complete and return to the Port of Bellingham:

- ___ Port of Bellingham Release and Hold Harmless Agreement. **See page 5.**
- ___ Port of Bellingham Business License Permit Application. **See page 6.**
- ___ \$1 Million General Liability / \$2 Million General Aggregate Insurance with Port of Bellingham named as “additionally insured”

Washington State Fisheries Licenses

If your product was caught in Washington, you need the appropriate license issued by [Washington Department of Fish and Wildlife](#).

You need a Washington State [Limited Fish Seller Endorsement](#) if you are selling:

1. Fresh fish that is either whole or cleaned and dressed (headed & gutted - H&G)
2. Live crab or live prawns
3. Frozen product if you meet both of the following criteria:
 - a. Your product is obtained from a licensed seafood processing facility. Proof of facility licensing and an invoice for processing are required; and
 - b. You take pre-orders (online or phone), pick up your product from the cold storage, and immediately deliver to your customers. (*This delivery can happen at Bellingham Dockside Market*).

[Fish Dealers License](#) - For processed fish items, this license may be required. Please review page 2 of the link above for the Fish Dealers License for more information.

NOTE:

1. Most of you need the Limited Fish Seller Endorsement only.
2. If your product was caught in AK, and processed and frozen by a certified processor in AK, you do NOT need a license from WDFW to sell your fish here. However, you will need to provide documentation to the Whatcom County Health Dept of where your fish was processed, proof of facility licensing, and invoice for processing. Be prepared to provide these documents to the Whatcom County Health Dept. **See page 4 for details.**

Food Health & Safety

Whatcom County Health Department

Please note: Bellingham Dockside Market supports sales of frozen and fresh seafood and does not currently allow sales of value-added products or prepared meals. Due to COVID-19 restrictions, samples of product are not possible until Phase 3. For further information, please contact: Whatcom County Health Department at 360-778-6000, Environmental Health/Food Permit Division

You DO NOT need a permit from Whatcom County Health Department (WCHD) if you are selling:

1. Fresh fish that is either whole or cleaned and dressed (headed & gutted - H&G) *
- OR-
2. Live crab or live prawns *
- OR-
3. Frozen product if:
 - a. Your product is obtained from a licensed seafood processing facility – proof of facility licensing and invoice for processing are required; and
 - b. You take **pre-orders** (online or phone), pick up your product from licensed cold storage, and immediately deliver to your customers. (This delivery can happen at Bellingham Dockside Market).
 - i. No walk-up sales are allowed if you do not have a permit from WCHD.
 - ii. ALSO, if you store your product in a home freezer rather than a licensed cold storage, you need to obtain a “Grocery Permit” ([Procedures for Building or Remodeling a Permanent Food Establishment](#))
 - iii. You may take orders dockside or shoreside during Bellingham Dockside Market for frozen product from a licensed cold storage to be delivered direct to the customer later.

**Note that you must have a Limited Fish Seller Endorsement from WDFW. See page 2.*

If displaying or presenting product, seafood must be labeled “NOT for Sale”.

You DO need a permit from Whatcom County Health Department if you are selling:

1. Seafood that you process such as fresh fish filets (e.g., fileting the fish you’ve just sold to the customer). This is not included the cleaned & dressed – {H&G} as allowed under a Limited Fish Seller Endorsement.
- OR-
2. Frozen whole or processed seafood that has been obtained from a licensed processing facility and picked up at a licensed cold storage, **not pre-sold**, and held on boat/pop-up tent for walk-up sales.

Permit types include:

1. **Temporary Food Service Waiver – Seafood**. This waiver is only available to participants of Bellingham Docksider Market.

The only two processing activities that qualify for this permit are:

1. Filleting for a customer immediately after the fish is purchased.
2. Cleaning live crab for a customer immediately after the crab has been purchased.

The location of the filleting/cleaning needs to be done shoreside under cover. Please contact for Bellingham Docksider Market for details (info@bellinghamseafeast.com).

Cost of Temporary Food Service Waiver – Seafood Permit is \$28.84/single event or \$56.65/multiple events, valid for up to one year.

2. **Temporary Food Establishment Permit** - for more complex processing (\$173.04 single event; \$297.67 multiple events up to one year) if processing your own catch, selling refrigerated (as opposed to frozen) product obtained from others, cooking, smoking, vacuum packaging, or preparing ready to eat meals.

3. **Annual permit** if selling at times other than Bellingham Docksider Market sale days–
note permit exemption information above:

- a. **Grocery, Low-Risk (Procedures for Building or Remodeling a Permanent Food Establishment)** (\$217.33 plus one-time \$129.78 review fee) if selling frozen, packaged products obtained from a licensed seafood processing facility (except when product is removed from licensed cold storage and immediately delivered to the customer).

If your product is caught and processed in Alaska, Whatcom County Health Department will require documentation of proof of catch and processing in a licensed facility in Alaska. You need to be prepared to show this documentation. See p. 2 for details.



PORT OF BELLINGHAM
Washington State

RELEASE AND HOLD HARMLESS AGREEMENT

FOR AND IN CONSIDERATION OF THE PORT OF BELLINGHAM allowing _____ ("Tenant") to conduct over the dock Fish Sales at the following Port Properties:

(Check which facilities are applicable)

_____ Blaine Harbor
_____ Squalicum Harbor
_____ "C" Street Terminal

_____ Bellingham Cruise Terminal
_____ Bellingham Shipping Terminal
_____ Other: _____

Tenant does hereby release and forever hold harmless the PORT OF BELLINGHAM, it's Commissioners, Employees and agents from all loss, damage, liability, or expense (including all expenses of litigation) resulting from (i) any actual or alleged injury to or death of any person or from any actual or alleged loss or damage to any property or (ii) governmental fine or penalty caused by or in any way resulting from the Tenant's activities on Port property.

Tenant does hereby agree to limit said activities to the areas noted above and will leave the above described premises in a neat, clean and undamaged condition.

Tenant further agrees to abide by all lawful rules, codes, laws, regulations and Port policies in connection with the use of said premises.

The undersigned warrants and represents that it is authorized to execute this Agreement on behalf of Tenant.

DATED this _____ day of _____, 20__.

Name of Tenant

(Authorized Signature)

(Telephone)

(Address)

(City, State, and Zip Code)



APPLICATION FOR PORT OF BELLINGHAM BUSINESS LICENSE PERMIT

LICENSEE'S NAME: _____

FORM OF BUSINESS: Corporation ___ Limited Liability Company: ___ Sole Proprietorship ___ Other _____
Describe

IF SOLE PROPRIETORSHIP, LIST BUSINESS NAME: _____

ADDRESS _____ WORK PHONE _____

_____ CELL PHONE _____

EMAIL _____

TYPE OF ACTIVITY (explain in detail)

AT PORT DISTRICTS: Bellingham International Airport B.S.T. Fairhaven Terminal Blaine Harbor Squalicum Harbor

For and in part consideration of the Port granting a license to conduct business on Port property, the Licensee agrees to comply with the following terms and conditions and agrees that compliance with these terms and conditions are a material part of the consideration supplied to the Port by Licensee for the license.

1. To execute the Port's standard business license permit and agreement, if applicable. The standard business license permit may contain additional terms and conditions. Licensee agrees to comply with the following terms and conditions and agrees that compliance with these terms and conditions are a material part of the consideration supplied to the Port by Licensee for the license. The information provided in this application is true and accurate. The Licensee shall immediately notify the Port of any change in address or other change in the information provided in this application. Any notice from the Port may be mailed to the address provided below or such updated address.
2. Pay the Port an annual nonrefundable fee in accordance with the current Port Tariff schedule for a Business License Permit from the Port.
3. Purchase (and maintain while doing business on Port property) commercial general liability insurance protecting the Port from all perils connected with Licensee's activities on Port property in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Port of Bellingham must be listed as an "additional insured" on the Certificate of Insurance and a copy of the policy's additional insured endorsement or policy language confirming additional insured status must be provided. A Certificate of Insurance must be forwarded to the Port of Bellingham annually upon policy renewal and must be accompanied by a copy of the additional insured policy endorsement or copy of the policy language as stated above.
4. Follow all applicable rules and regulations of the Port as they now exist or are hereinafter amended. Conduct all activities on Port properties or on vessels moored or stored at Port facilities in a reasonable and responsible way. Remove all materials and scrap from Port properties daily, and in no way hinder or endanger other Port tenants, activities or employees by Licensee's activities.
5. Not release hazardous substances on Port property or in the waters adjacent to Port property and defend and hold the Port harmless from any damages, demands or fines resulting from such a release. Abide by all applicable Port BMP's (Best Management Practices) including any updates.
6. Indemnify and hold the Port harmless and provide the Port with a defense against any and all claims, damages, losses and expenses including, but not limited to, attorney fees arising out of or resulting from Licensee's activities or performance under this Business License Permit, claims for bodily injury, property damage, discharge of any dangerous or hazardous waste and incidental or consequential damages or loss incurred through Licensee's activities on Port properties;

Business License Permit shall continue in effect on a year to year basis. Business License Permit will be automatically renewed for subsequent one year periods provided that Licensee complies with all of the terms contained herein, and unless Licensee gives written notice at least sixty (60) days prior to the end of any annual term that such renewal is NOT desired. The Port may immediately cancel a business license for failure to comply with any or all terms within this application and/or the Business License Permit. The terms contained herein shall survive termination of any license until fully performed.

THIS APPLICATION CONTAINS AN INDEMNIFICATION AND HOLD HARMLESS FOR THE PORT AND CONTAINS TERMS AND CONDITONS WHICH ARE BINDING ON THE LICENSEE. THE LICENSEE REPRESENTS AND WARRANTS THAT IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITONS CONTAINED HEREIN. THE UNDERSIGNED IS AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE LICENSEE.

Authorized Signature and Title

Date

FOR OFFICIAL PORT USE:

Account Number _____

CONTROLLING

DISTRICT _____

Annual Renewal Month _____

Port District Manager's **Approval**
or **Rejection** (Please Circle)

Business License Permit Expiration Date ____/____/____

A or R A or R A or R A or R A or R

\$100.00 ____/____/____ Receipt No. _____

Insurance Agency _____

Airport B.S.T. FH Blaine Squaticum

General Liability Insurance Amount \$ _____

Insurance Expiration Date ____/____/____

Certificate of Insurance Received _____

Executive Director
Date Approved _____

Proof of Also Insured Status
Received _____