



LIVEBOARD STATUS AUTHORIZATION AGREEMENT

This Authorization to Live Aboard is for (check one): Current Moorage Customer Sublease Customer

Customer Name (please print): _____ Customer #: _____

Slip#: _____ Home Phone: _____ Cell #: _____ Boat Name: _____

I hereby request permission to live aboard my vessel while moored in the marina indicated above. I also request permission for those persons listed below to live aboard my vessel. I understand that should I terminate my liveaboard status, or my liveaboard status otherwise be terminated, neither I nor the persons listed below will be able to live aboard my vessel as defined below (please print).

1) _____ (Relationship): _____ 2) _____ (Relationship): _____

3) _____ (Relationship): _____ 4) _____ (Relationship): _____

The Port and the Shilshole Liveaboard Association (SLA) mutually agree to make every effort to foster a community by endeavoring to conduct themselves in a positive, respectful, and businesslike manner in their relationship with one another; including individual interactions, meetings, and public hearings, responses to media, or other venues. Further, the Port and the SLA, both together and within their respective organizations, will endeavor to publicly promote the positive aspects and influences of the liveaboard community at the Marina as well as the positive aspects of their cooperative relationship with one another. Communication between the Port and the SLA is fostered through:

- *Port staff attendance at SLA meetings to which they are invited.*
- *Dock Captains attending Dock Captain Meeting.*
- *Dock Captains reporting dock issues to Port Marina Staff in a timely manner.*
- *Timely communication from the Port regarding projects, construction, or other issues at the Marina through the various channels: Newsletter, Meetings, Website, Flyers, E-mails, and Texts.*
- *Allowing the SLA Dock Captains to post informational flyers at the gate bulletin boards that are related to the SLA Mission and support the marina community.*
- *Sharing the Liveaboard Rate Study with the SLA Board after its completion and prior to new liveaboard fees being set. The SLA Board will have the opportunity to provide feedback at this time.*

Liveaboard Rules & Requirements

Customer Behavior: Liveaboard customers must adhere to all Marina Rules and Regulations as per the moorage tariff, including but not limited to: keeping their account in good standing, maintaining adequate insurance coverage, keeping the storage of items limited to onboard their boat, inside their dock box, or on dingy racks, and maintaining their vessels in clean and proper seaworthy condition. Behavior that disturbs or creates a nuisance for others in the Marina is not permitted. Complaints regarding liveaboard behavior shall be referred to the Marina

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Office. In case of Emergency, call 911. Repeated nuisance behavior will result in termination of this liveaboard authorization and the moorage agreement.

Dock Captains: A Dock Captain volunteers for the duties outlined in the Shilshole Bay Marina Dock Captain Program, which is attached. There is a designated Dock Captain for every dock where there are liveaboard tenants. The Shilshole Liveaboard Association will staff the Dock Captain Program, manage the master dock captain list and inform the marina when changes are made. In exchange for performing the key responsibilities required of a Dock Captain, the sitting Dock Captains will not be required to pay the monthly liveaboard fee. Dock Captain Meetings are held the second Tuesday of the following months: January, March, June, and September.

Liveaboard Definition: A Liveaboard is defined as any person who sleeps aboard a vessel more than fifteen days in any month while the vessel is moored at the Marina. Only the moorage customer or authorized sublease* (The sublease policy is currently under review and may be subject to future changes.) may apply for liveaboard authorization. Those moorage customers or authorized sub lessees may designate others who will be living aboard per the Marina Authorization to Liveaboard document.

Liveaboard Fee: A monthly liveaboard fee, as published in the Shilshole Bay Marina Moorage Tariff Number 6, is required in addition to the moorage fee, and is the responsibility of the current moorage customer. The fee will commence on the same month as liveaboard moorage was authorized by the Marina Office. Balances unpaid after 60 days (including monthly moorage, liveaboard fee and electrical costs) will be in default and moorage will be subject to termination. The fee will continue even if the customer is temporarily off the vessel or out of the slip. The liveaboard fee is part of the Tariff and as such must go through the same approval process as other rates and fees adopted at the Port.

Liveaboard Status Change:

Termination: Liveaboard status may be terminated by written notice to the marina office if the authorized person(s) on this agreement no longer sleeps aboard the vessel as per the definition above. Notice of termination must be received in the Marina Office prior to the last day of the current month (e.g. received April 25th to be effective May 1st).

Sublease Slip: **This policy is currently under review and may be subject to changes in the future.** The current moorage customer per this agreement may sublease the above noted slip by completing a Marina Sublease Agreement and providing proof of insurance for the sub lessee. All sublease agreements must be approved by the Marina Office in advance. The moorage customer will continue to pay the liveaboard monthly fee during the duration of the sublease agreement. The moorage customer may charge the sublease customer the monthly liveaboard fee regardless of whether the sublease customer is living aboard or not. Sublease customers who wish to live aboard as part of their sublease agreement are bound by all aspects of this authorization and the moorage agreement between the port and the moorage customer. Fees and charges (moorage, liveaboard, electrical, etc.) must be paid directly by the moorage customer. If the sublease customer has violated marina rules and regulations, marina management may require the current moorage customer to terminate the existing sublease agreement. The current

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moorage customer is responsible for ensuring that the sublease customer removes their vessel from the slip when the sublease ends.

Number of Liveboard Slips: Shilshole Bay Marina currently has a maximum of 350 vessels with approved Authorization to Liveboard. Any potential change to this number will be communicated with the Shilshole Liveboard Association and the current liveboard population prior to any final decisions. The Port maintains a waitlist of customers seeking Authorization to Liveboard (LAB Waitlist). If the number of authorized liveboards falls below 350, the Port will make reasonable efforts to draw new moorage customers from the LAB Waitlist until the LAB Waitlist is exhausted or there are no available moorage slips.

Pets: While on marina property, including the docks, pets are subject to Seattle Municipal Animal Control Code (9.25). This includes, but is not limited to, pet licensing, vaccination, and noise ordinances. Pet owners are responsible for controlling the behavior of their pet(s), keeping them on a leash (applies to all types of pets) and cleaning up after them in a timely way and manner. Moorage customers are responsible for their guests and their pets.

Initial: ___ I understand that pet wastes are a source of fecal contamination to the waters of the marina, and all pet owners will clean up all wastes from their pet(s) and dispose of these wastes properly in the garbage disposal station. Pet complaints or disputes will be referred to the dock captain. Repeated failure to comply will result in termination of this authorization and the moorage agreement. So that you can be notified in case of a lost pet or problem, please provide the type of animal (i.e. dog, cat, bird) and a description:

Type of Pet: _____ Breed: _____ Color: _____
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Required Management Practices: With a genuine interest in Marina water quality preservation and improvement, the Port has developed a comprehensive guide of Required Management Practices. All liveboard tenants at the Marina shall comply with current Required Management Practices for the proper handling and disposal of fuel, oil, chemicals, hazardous waste, gray water and other solid waste, at all times while at the Marina. A copy of the document can be obtained online or in the Marina Office. The Port's and tenant's operations at the Marina are subject to applicable federal, state, and local environmental laws and regulations.

Security: All liveboard tenants are encouraged to enhance marina security by participating in the Marina Neighborhood Watch Program. Participation may include calling to the attention of the marina staff and/or Port of Seattle Police any possible or potential damage to vessels, piers, docks, or other parts of the marina facilities. Additionally, this may include unauthorized persons on piers or docks, possible theft, suspicious behavior, unsafe practices, or any other incidents that threaten the safety and security of the marina community. In case of fire or other emergency, liveboards should call 911. Please inquire at the Marina Office for more information about the Marina Neighborhood Watch Program.

Sewage Disposal: Discharge of untreated sewage anywhere within the waters of Puget Sound, including Shilshole Bay Marina and Harbor Island Marina waters, is prohibited by law (Federal Water Pollution Control Act, 33 USC 1322, Washington State Water Pollution Control Act, Chapter 90.48 RCW, and other federal, state, and local laws

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and regulations). Discharge of sewage, treated or untreated, is not allowed within Shilshole Bay or Harbor Island marinas as per the moorage agreement and may result in termination of the moorage agreement.

I use the following method of sewage disposal on my vessel: (Please initial at least one)

Initial: ___ The vessel has no head (toilet) or has a compostable head. I only use shore side facilities. I understand that my vessel may be inspected by port staff. I will notify the Marina Office immediately if a head is installed on my vessel.

Initial: ___ The vessel has a working portable toilet that is dumped at appropriate discharge stations.

Initial: ___ The vessel has a working Type III Marine Sanitation Device (MSD III) that is pumped out regularly at the self-service pump out station. Self-service pump out stations are located on H-Dock and the north end of lower A-Dock.

Initial: ___ The vessel has a working Type III Marine Sanitation Device (MSD III), that is pumped out regularly by a pump out service provider.

Initial: ___ The vessel also has a working USCG certified Type I or II Marine Sanitation Device (MSD). I understand that the MSD Type I or II is not allowed as a method of sewage disposal within Shilshole Bay or Harbor Island Marinas. I only use shore side facilities. I understand that my vessel may be inspected by Port staff.

Please Note: Repeated or willful noncompliance of the above rules may result in termination of this Authorization to Liveaboard and/or the Moorage Agreement.

If for any reason, during the tenure of the liveaboard(s) listed above, the verbiage, conditions, or related rules, laws or regulations related to this agreement are changed, the most current version of the tariff and procedures will take precedence.

Moorage agreements and liveaboard status are valid only for the person(s) who entered into those agreements with the Port of Seattle, and are not transferable.

I agree that only the persons named in this agreement shall live aboard this vessel. I agree that I will not rent, lease, or loan my boat as a domicile. This authorization to live aboard does not alter the rights and duties of the Port or the moorage customer under the separate moorage agreement.

Per Tariff #6, Rental of Moored Vessels, use of a moored vessel as a Bed & Breakfast, a rental dwelling or as lodging of any sort is expressly prohibited by the Port of Seattle, at any of its marinas, terminals, and moorage facilities. The advertising of vessels, through any media or format, as available for rental, any offers to allow renters, or the discovery of persons on board a vessel without the registered agreement holder present, may result in immediate termination of the moorage agreement.

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I understand that failure to comply with marina regulations may result in termination of this authorization to live aboard and the moorage agreement. I have read and understand the Required Management Practices and the conditions to live aboard at Shilshole Bay Marina as stated in this document and in the Tariff.

Customer Name (Printed): _____

Customer Signature: _____ Date: _____

Authorized By (Marina Staff Only): _____ Date: _____

Participation in the following programs is entirely optional and is not required as a condition of liveaboard status.

Shilshole Bay Marina SPLASH newsletter, Updates, and Alerts: By signing up at the website below, you may receive our quarterly SPLASH newsletter and other valuable information directly to your email inbox. Only information related to Shilshole Bay Marina will be distributed through this email. To sign up, go to <http://www.portseattle.org> and click on "Sign up for News by Email" at the bottom of page. Then choose "Shilshole Bay Marina News" and any other Port of Seattle email you would like to receive.

Text Messages

Get important marina updates straight to your phone! SBM is excited to announce urgent marina updates, events, and important news via SMS text. Text "LAB" to 206-258-6988 to sign-up. Text "stop" at any time to stop receiving updates. Contact the marina office at 206-787-3006 when needed.

Dock Captain Program (Shilshole Bay Marina only): In cooperation with the Shilshole Liveaboard Association, Shilshole Bay Marina has established a Dock Captain Program where one liveaboard customer per dock is selected to be a Dock Captain. For safety and security purposes, it is helpful for the Dock Captain of your dock to have some contact information for each liveaboard customer on their particular dock. Please indicate your participation, or non-participation, by filling out the information below. If no selection is made, your information will not be shared with the Dock Captain Program.

- No, I do not wish to participate in the Dock Captain Program at this time.

- Yes, I do wish to participate in the Dock Captain Program and would like to share only the following information (check all that apply and fill in the blank with the particular information you would like to share):
 - Slip Number: _____
 - Name 1: _____ Name 2: _____
 - Phone 1: _____ Phone 2: _____
 - Email 1: _____ Email 2: _____
 - Emergency Contact Name 1: _____ Phone: _____
 - Emergency Contact Name 2: _____ Phone: _____
 - Other: _____

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