



MOORAGE LICENSE AGREEMENT

CUSTOMER INFORMATION			Slip#	
Vessel Legal/Reg. Owner (<i>First, M., Last / If owned by an LLC or entity then identify the person(s) with authority to act concerning the Vessel on behalf of the entity</i>):				
Driver's License #:			State Issued:	
Vessel Legal/Reg. Owner's Spouse/Partner (<i>First, M., Last</i>):				
Driver's License #:			State Issued:	
Street Address:		City:		State:
Mailing Address:		City:		State:
Email Address:				
Home Phone:		Work Phone:		Cell:
Emergency Contact:		Emergency Contact Phone:		
COMPANY INFORMATION (Use if Vessel is Owned by an Entity)				
Company Name:			TIN/EIN/UBI#:	
Address:		City:		State:
Phone #:		Email Address:		
VESSEL INFORMATION				
Vessel Name:		Vessel Reg./Doc. Number:		
As of today, is the vessel >65' and older than 20 years old? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Make:		Model:	LOA:	Beam:
Draft:		Year of Vessel:		
HIN #:		Fuel		<input type="checkbox"/> Gas <input type="checkbox"/> Diesel
Vessel Home Port:				
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(s):			Amount of Coverage:	
Copy Certificate of Insurance Provided: <input type="checkbox"/> Yes <input type="checkbox"/> No				



MOORAGE CUSTOMER SIGNATURE

Moorage Customer (“Customer”) has read and understands the foregoing and agrees to all terms and conditions contained in this Moorage License Agreement (the “Agreement”), License Terms and Conditions, and the current Port Rules and Regulations (the “Port Rules”).

This Agreement contains a waiver, release, and indemnification-hold harmless agreement from Customer to the Port. The Agreement also includes a limited waiver of immunity under the Washington State Industrial Insurance Act, Title 51 RCW, or any other similar workers’ compensation scheme. 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 Brownsville:	Date:



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
Vessel Measured At:	New Customer Fee: <input type="checkbox"/> Yes <input type="checkbox"/> No		ACH: <input type="checkbox"/> Yes <input type="checkbox"/> No
Bank Account Information (required if not on ACH):			
Moorage Use Permitted Under this License: <input type="checkbox"/> Recreation <input type="checkbox"/> Active Commercial Fishing <input type="checkbox"/> Commercial Charter			
TERMINATION INFORMATION <i>Staff Use Only</i>			
Intent to Vacate Received: <input type="checkbox"/> Date: _____	PDK Expiration updated: <input type="checkbox"/> Date: _____	Checkout date updated: <input type="checkbox"/> Date: _____	
Last invoice prorated: <input type="checkbox"/> Date: _____	Confirm Vessel left: <input type="checkbox"/> Date: _____	Folder to Accounting: <input type="checkbox"/> Date: _____	
Refund Processed: <input type="checkbox"/> Date: _____	File Archived: <input type="checkbox"/> Date: _____	Customer Marked Inactive: <input type="checkbox"/> Date: _____	



LICENSE TERMS AND CONDITIONS

Subject to the terms and conditions set forth herein, the Port of Brownsville (the “Port”) and the above-identified Customer hereby enter this Moorage License Agreement (“Agreement”), which provides a month-to-month license to Customer for use of a slip as assigned by the Port (the “License”). This License is granted subject to the terms and conditions of this Agreement and the Port’s Rules as they now exist of and are from time to time amended. Failure to comply with all terms and conditions of this Agreement and/or the Port Rules may result in termination of the License and other rights and remedies as provided for by law.

1. Customer Information

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

2. License for Permitted Use

This License is for the moorage of Recreational, Active Commercial Fishing, or Commercial Charter vessels. There are other uses, such as moorage of a Multiparty Boathouse or Liveaboard Moorage, that may be allowed by separate agreement between the Port and Customer. Such uses may be conditionally approved in writing by the Harbormaster using the Port’s adopted forms.

3. Moorage Charges & Fees

The first month’s moorage is non-refundable. The Port sets moorage rates, fees, and other charges, according to the Chapter 53.08 Revised Code of Washington (“RCW”). All moorage charges, rates, and fees that are set forth in the Annual Tariff along with any other charges or fees, are due upon receipt. Charges that are not paid by the 10th day of the month, will be assessed a Late Fee per the Annual Tariff.

4. Non-Payment of Moorage Charges

Customer understands that the Port is authorized by RCW 53.08.320 to terminate this License and impound the vessel for non-payment of moorage charges. In addition to the rights and remedies afforded by Port Rules and RCW 53.08.320, if Customer has a history of late payments or account write-offs, the Port may require Customer pre-pay three (3) months of moorage charges in order to maintain the License.

If Customer’s account becomes delinquent, Customer must pay all late charges, interest, additional handling, impound costs, and collection costs, attorney fees, and all court costs connected with the collection of the amount due. Failure to pay moorage charges, or any other fee charged by the Port by the due date, shall constitute a default under the terms of this Agreement.

5. Harbor Rules and Regulations

It is Customer’s responsibility to read the current Port Rules. By signing this Agreement, Customer acknowledges and agrees to comply with the Port Rules. Failure to comply with the Port Rules is a default under this Agreement. A copy of the current Port Rules can be obtained at the Port office or on the Port’s website at: www.portofbrownsville.org. A default under this Agreement shall also constitute a default under any other agreement Customer has with the Port.

6. No Assignment, Transfer, or Sublet of Slip

This Agreement, and the License authorized herein, may not be assigned, transferred, or sublet without authorization from the Port, which approval may be denied in the sole and exclusive discretion of the Port.

7. Vessel Registration

This Agreement must be in the name of the registered/legal owner of the Vessel. Customer agrees to supply the Port with a current copy of the Vessel registration annually. If the Vessel is currently not registered, Customer agrees to register the Vessel immediately according to the Washington State Department of Licensing (“DOL”) regulations. It is Customer’s responsibility to know and understand the vessel registration requirements in Chapter 88.02 RCW.



8. Insurance

Customer shall comply with insurance policy requirements as stated in the Port Rules.

9. Insurance - Transfer of Ownership-Vessels More than 65 feet or 20 years old

Customer shall comply with RCW 79.100.170, as currently in effect or hereafter amended, and the Port Rules with regard to the transfer of vessels greater than 65 feet and more than 40 years old.

10. Vessel Inspection - Vessels Greater than 65 feet or Older than 20 years

Customer shall comply with RCW 79.100.150, as currently in effect or hereafter amended, and the insurance policy requirements in the Port Rules prior to transfer of vessels greater than 65 feet and more than 20 years old.

11. Vessel Seaworthiness

Vessels moored at the Port must be completely without hazardous conditions as determined solely by the Port, and ready for cruising in local waters. Upon approval of this Agreement, Customer grants permission to the Port to conduct an on-board inspection of the Vessel by the Port, city, county, state, or federal representative. Except in the case of an emergency, the Port will give written notice to Customer prior to inspection. Failure to permit such inspection will result in the Port deeming the Vessel unseaworthy. Failure to allow such an inspection is a breach of this Agreement and shall be cause for termination of the License. Without limiting the foregoing, the Port is under no obligation or duty to undertake any inspection of the Vessel, or any vessels in the Port's Marina. The Port may require that Customer provide, at no cost to the Port, additional information (such as a marine survey) to establish seaworthiness.

12. Best Management Practices and Environmental Rules

A copy of the Port's Best Management Practices is included as **Attachment A** to this Agreement and Customer agrees to abide by these practices. 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. Pump-out 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 Port Office. Those numbers are available in the Port Office.

13. Maintenance, Repair, or New Work on Vessels

The Port Rules 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 Port Rules. Utilization of contractors or vendors that do not meet these requirements is a default of this License. In the event of an inconsistency between the Port Rules Maintenance, Repair or New Work on Vessels provision and this Paragraph 13, the most recently adopted version shall control.

14. Termination

The licensee must provide written notice of termination within thirty (30) days of the scheduled departure date. Failure to provide a written 30 day notice of termination may result in the forfeiture of the deposit provided at the inception of this agreement. Note the deposit does not constitute the last month's rent and this must be paid separately.

The Port may terminate this agreement without cause by giving written notice to the Licensee more than thirty (30) days prior to the scheduled termination date. Notice to Licensee of termination without cause shall be considered delivered to the licensee upon three (3) days after such notice is deposited in the United States mail, postage prepaid, addressed to the Licensee at the address provided in the customer information section of this agreement. The effective termination date will be set forth in the written notice.



15. Waiver and Release

CUSTOMER ACKNOWLEDGES THAT THE PORT DOES NOT ACCEPT 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, 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 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 CUSTOMER. THIS RELEASE IS A NEGOTIATED TERM OF THE ECONOMICS OF THE AGREEMENT.

16. Indemnification and Hold Harmless

IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, CUSTOMER SHALL SAVE, DEFEND (WITH COUNSEL SELECTED BY THE PORT) 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 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 IS A NEGOTIATED TERM OF THE ECONOMICS OF THE AGREEMENT.

17. Limited Waive of Immunity Under Washington State Industrial Insurance Act, Title 51 RCW and other Similar Industrial Insurance Schemes.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION, AND ONLY TO THE EXTENT OF CLAIMS AGAINST CUSTOMER BY THE PORT UNDER SUCH INDEMNIFICATION PROVISION, CUSTOMER SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, THE UNITED STATES LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, 33 USC §901-950, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE FOREGOING PROVISION WAS SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES HERETO.

18. Jurisdiction and Law

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

19. 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 Agreement.

20. Notice

Except as otherwise provided by law, all notices to Customer under this Agreement shall be made to the address provided in this Agreement. 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 Agreement or upon receipt of actual notice, whichever occurs first.

21. Amendment

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

22. Entire License

This Agreement (including applicable portions of the Port Rules and Attachments A & B) is the entire agreement between the Port and Customer.

Attachment A Moorage Check Sheet



- Current Registration is in Customer's Name
- Current Insurance Policy Meets Port of Brownsville Requirements
- First Full Calendar Months' Moorage Payment is Non-Refundable
- Cancellation Requires 30 Days of Advanced Written Notice
- Provided Vessel LOA Matches True Length of Vessel Including All Overhangs - IF YOUR VESSEL OVERHANGS, WE WILL ASK YOU TO LEAVE THE HARBOR
- Dock Carts Are to be Returned to The Top of the Gate After Each Use
- All Dinghies Must be Visibly Labeled and Cannot be Stored in Reserved Spaces
- Liveaboard is Granted Through a License Which Must be Applied For
➤ *Liveaboard is not available to subleasing customers*
- Port of Brownsville is a NO DISCHARGE Harbor
- Spills MUST be Reported Immediately
- Storage is Not Allowed on Floats [*Small Boarding Steps OK*]
- Each Customer gets 1 Key FOB

Port Staff has explained all of the above and customer agrees to abide by these rules and ones set forth in the Port Rules. Customer agrees to provide proof of registration, insurance, and a completed moorage agreement prior to moving Vessel into the Port.

Attachment B

BEST MANAGEMENT PRACTICES (BMP's)

For

A Clean Marina



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 customers 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 onshore.
- 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 onshore 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 shallow water environments. Do not discharge treated sewage (including Coast Guard approved MSD's) while within Port Management Agreement Area.
- Minimize detergent usage and oily food waste in on-board sinks and showers. Scrape off table scraps and dispose of in the trash. Use shoreside 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.

Fish Waste Disposal

- Clean fish offshore, disposing of waste in open, unrestricted waters or at sea if not a restricted species like salmon.
- Consider cleaning fish at home and composting the waste.
- Freeze and reuse fish parts as bait.
- As a last resort, bag the fish waste and throw it in the trash.
- Avoid releasing bait, whether alive or dead, into the water to prevent introducing foreign species.
- Encourage fellow boaters and fishermen to dispose of fish waste responsibly.
- Do not clean your catch on picnic tables, take it home to clean and dispose of fish waste at home.