

# **Port of Friday Harbor**

## **Live-aboard Policy**

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# Live-aboard Policy

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## 1. PURPOSE

- A. The Port of Friday Harbor Marina was designed for the berthing of commercial and pleasure boats and not as a residential moorage facility. The Port therefore allows live-aboards as an exception to the primary objective for the marina.
- B. The Port of Friday Harbor extends to a limited number of boater's, permission to live-aboard their cruising vessels in the marina for the purpose of providing additional safety and security for people and property at the marina. Liveaboards provide for a neighborhood type feel and add vitality to the marina. As part of their role of providing safety liveaboards have the responsibility to report hazards, suspicious incidents and dangers to Port staff to help keep the marina community safe.
- C. This Policy does not create any rights in anyone other than the Port. It cannot be used as a basis of any claim against the Port.

## 2. DEFINITIONS

- A. Liveboard(s) - any marina customer who, with the permission of the Port and subject to the terms of this Policy, maintains a boat or vessel as their primary residence, or who lives on their boat or vessel at the marina for 15 or more days in one calendar month.
- B. Vessel Owner – the registered owner of the vessel that is being used for liveaboard status.

## 3. QUALIFICATION AND REQUIRED DOCUMENTS

- A. Vessel Qualifications for Use as Liveaboard:
  - The vessel must be kept seaworthy (as defined by Port Policy) always and must meet all federal, state and local laws, including but not limited to laws pertaining to navigation, safety, registration and sanitation equipment.
  - The minimum size boat eligible for a liveaboard use is 27 feet. Vessels less than 27 feet long prior to 12/31/14 are considered grandfathered to the previous Liveaboard Policy that does not have a minimum length requirement. The vessel must be in compliance with U.S. Coast Guard recreational vessel requirements.
  - The Port limits the number of liveaboard boats to no more than ten percent of total slips available for permanent moorage. The exact number is determined by the Port, in its sole discretion. This limit may be increased by ten slips seasonally for winter moorage between September 15<sup>th</sup> and May 1<sup>st</sup>.
  - If the limit of liveaboard slips in the marina is reached, the Port will keep a waiting list with priority assigned by date of request.

- B. Port Documents – The Vessel Owner must first complete a Moorage Agreement and Liveaboard Agreement, and certify that they have reviewed the Marina’s Rules and Regulations, which include Best Management Practices. The Liveaboard Agreement expires on December 31<sup>st</sup> of each year and must be renewed. The Port may decline to renew the Liveaboard Agreement in its sole discretion and for any reason or no reason.
- C. Licenses Required – A copy of the vessel registration (federal or state) is required with the Moorage Agreement. Annual state registration decals must be attached to the hull of the vessel. During the fall quarter, each year marina staff will check vessels for updated stickers.
- D. Insurance Required - Vessel Owners shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death), property damage (including all real and personal property) and pollution liability arising out of the intentional or negligent acts of the Liveaboard or breach of the Moorage Agreement and Liveaboard Agreement by the Liveaboard. The limits of liability shall be not less than Three-Hundred Thousand Dollars (\$300,000) per occurrence and in the aggregate. The foregoing insurance policy(s) shall name Port as an additional insured. The Liveaboard shall provide an Additional Insured Endorsement as evidence of the Port’s additional insured status.
- E. Liveaboard Status Only to Vessel Owner- Liveaboard status shall be granted only to the Vessel Owner, members of Vessel Owner’s immediate family, or a single crewmember for vessels over 45’ in length, if first approved in writing by the Port. No vessel may be rented or leased, for any period of time. Vessel may not be listed on Air B&B or VRBO.
- F. Permanent Address. Liveaboards must establish and provide to the Port a permanent address other than the Port Office at which to receive their mail. It is the responsibility of the Liveaboard to notify all parties of their permanent address and not rely on the Port’s mailing address. Packages sent by UPS or Fed-Ex may be delivered to marina offices at 204 Front St.

#### 4. COSTS

- A. The Liveaboard fee is based on one person living aboard the vessel. Each additional person is charged an additional fee (children under the age of 10 are free of charge). The Liveaboard fee is listed in the Annual Schedule of Fees and Charges.
- B. The Liveaboard is responsible for electrical, pump-out services and parking charges according to the Port’s Schedule of Fees and Charges. Garbage, recycling services and water are included in the moorage fee.

## **5. CONDUCT & BEHAVIOR**

- A. Liveaboards are responsible to the Port and shall indemnify the Port from any claim or damage arising from the conduct of all guest, business invites and others on the vessel.
- B. Liveaboards and all guest, business invites and others on the vessel may not engage in behavior which creates a nuisance or disturbs the peace and tranquility of the marina or any other liveaboards, Port tenants or guests. Three or more complaints to the Port or three or more observations by Port staff of violating this policy may, at the option of the Port, result in the termination of marina customer's Liveboard Agreement and Moorage Agreement.
- C. As a condition of living aboard in the Port of Friday Harbor Marina, marina staff ask all Liveaboards to report promptly to marina staff any safety or violations of Port policy or any other problems or incidents they observe to be present in the marina .
- D. The Port is not able to offer physical assistance to customers boarding or disembarking personal vessels.
- E. Liveaboards, their guest and business invites shall comply with all Port Marina Rules and Regulations. Without limiting the foregoing, Liveaboards will not allow the discharge of any pollutants into the waters of the Friday harbor Marina.
- F. Liveboard status does not change the Moorage Agreement or create a residential landlord-tenant relationship between the Port and the Liveboard.

## **6. SEWAGE DISPOSAL**

- A. Discharge of untreated sewage anywhere within the waters of Puget Sound, including Port of Friday Harbor 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 and regulations). Discharge of treated sewage is not allowed within Port of Friday Harbor marina as per the moorage agreement.
- B. All live-aboard tenants are required to keep the Port apprised of the vessels pump-out methods. The Port offers four pump-out options: Stationary, Portable unit, Portable toilet disposal or Pump-out boat service. Marina staff may inspect the type of system on board on an annual basis or sooner if determined necessary by the Port.
- D. Types of systems allowed are: Portable, compostable, Type III Marine Sanitation Device (MSD III), or Type I or II MSD. Live-aboard must have one of the listed types of systems on board. Use of any of these devices does not allow for discharge in the marina.

\*Please note: Repeated or willful noncompliance of proper sewage handling may result in termination of the Live-aboard agreement. The vessel will be inspected if suspected of non-compliant discharge.

## **7. HAZARDOUS MATERIAL/GARBAGE/DOCK STORAGE**

- A. All liveaboards must comply with current Best Management Practices (BMP's) for the proper handling and disposal of fuel, oil, chemicals, hazardous waste, gray water and other solid waste. The Port's BMP's are included in the Marina Rules and Regulations. The BMP's are also posted on the Port's website.
- B. The Port does not offer garbage pick-up or removal from vessels or finger floats. Live-aboard customers are responsible for disposing of trash in the Port dumpsters on the main pier. Only trash generated from the Liveaboard vessel may be left in Port dumpsters.
- C. Storage is not allowed on docks or piers except within Port-approved dock boxes. Flower planters must be contained to the filet area and not impede onto any main docks, finger piers or walkways. Nothing may be attached to pilings. Boat steps are allowed if they don't occupy more than ½ the width of the finger. Should materials accumulate on the finger or main walkway, one notice will be given and then materials removed at owners' expense. Before affixing anything to Port docks permission must be granted by marina staff.

## **8. UTILITIES & HARBOR SERVICES**

- A. Electrical service is available to live-aboard tenants according to the Annual Schedule of Fees and Charges plus an additional fee per OPALCO rates. Potable water spigots are available throughout the marina. Direct water hook up between a vessel and spigot is NOT allowed. During times of potential freezing weather, Liveaboards will disconnect hoses from water spigots to protect against damage to Port property. Marina staff may disconnect hoses to protect Port property.
- B. Due to weather conditions and other acts of nature, the Port cannot guarantee electricity or water to liveaboard slips at all times. Docks may be slippery or frozen during the year and have many different surfaces, such as different wood, concrete and steel. Wind and waves may add motion to floats at any time without warning, making walking difficult. From time to time, due to snow, ice and wind, access to or from the marina may not be possible. Barriers in the marina must be taken into consideration before marina customers decide whether to live aboard. These include the fact that ramps are the only access in and out of the marina and may change in incline by more than 40 degrees in less than 24 hours, because of tides, with the result that the ramps can be extremely steep at times.
- C. Dock carts are provided for use by all marina permanent and guest customers. Liveaboard customers are encouraged to use their own dock carts whenever

possible. Liveaboards may not detain dock carts at their slip for any extended period of time.

## **9. PETS**

- A. While on Port property pets are subject to the Town of Friday Harbor Municipal Codes 6.04 and 6.05. This includes but is not limited to pet licensing, vaccination, noise ordinances and leash requirements. Pet owners are responsible for controlling the behavior of their pet and cleaning up after them. The Port provides ‘mutt mitts’ throughout the marina. Pet wastes are a source of fecal contamination to the waters of the marina and all pet owners must dispose of these wastes properly in garbage dumpsters and trash receptacles. Dog tag license #'s are required on live-aboard agreement.

## **10. PARKING**

- A. One vehicle is allowed per live-aboard in the Port’s upper parking lot, regardless of the number of people living aboard. Parking fees are additional to the live-aboard fee included in the Annual Schedule of Fees and Charges.

## **11. TERMINATION**

- A. The live-aboard must give 15 days’ advanced notice to the Port of intention to terminate live-aboard status. Liveaboard fees will be levied for 15 days after the required notice is received.
- B. Failure to comply with the Marina Rules and Regulations, the BMP or the requirements of this Policy shall be grounds for immediate termination of the liveaboard agreement by the Port

## **12. PERIODIC REVIEW**

- A. The Port may periodically review the Liveaboard Policy. The Port reserves the right to change or update this policy as it deemed necessary. It is the responsibility of Liveaboard customers to review the updated policy.