

# LIVEBOARD STATUS TERMS & AUTHORIZATION APPLICATION



By submitting this application, you are agreeing to the Liveboard status terms and all other applicable Port policies including but not limited to the Marina Rules & Regulations and Marina Best Management Practices. You are also agreeing to comply with all applicable Town, County, State, and Federal regulations.

**Important note:** All vessels are subject to evaluation and approval for Liveboard Status at the sole discretion of the Harbormaster. The minimum vessel length that will be approved for Liveboard Status is generally 28' LWL.

**Please complete all fields on front and back of this page**

## APPLICANT INFORMATION

Name:		
Address:		
City:	State:	Zip:
Home Phone:	Email:	
Cell Phone:	Work Phone:	

## ADDITIONAL VESSEL OCCUPANTS

*Eligible individuals who will be living aboard the same vessel*

Name:	Relationship:
Name:	Relationship:
Name:	Relationship:
Name:	Relationship:

## EMERGENCY CONTACT

*Backup contact for emergencies involving occupants and/or vessel*

Name:	Relationship:
Primary Phone:	Alternate Phone:

## VESSEL INFORMATION

*Provide information on all heat and fuel sources present on board regardless of use*

Cabin heating fuel type (circle all that apply): Diesel / Electric / Solid (ex: wood) / Other _____	
Cooking equipment fuel type (circle all that apply): Propane / Alcohol / Electric / Other _____	
Vessel engine fuel type: _____	Dinghy fuel stored on board (gallons): _____
Vessel fuel tankage total (gallons): _____	Dinghy fuel location: _____

## SEWAGE DISPOSAL

*Provide information on sewage disposal solution that will be used*

MSD (indicate systems present regardless of use) ___ Type I or II (any overboard discharge capability) ___ Type III (holding tank) ___ Alternative solution (complete below section)	Pump-out (indicate what you will use) ___ Mobile pump-out boat ___ Mobile pump-out cart ___ Stationary pump-out
(indicate alternative solution to be used) ___ Portable toilet ___ Marina facilities	Holding tank(s) ___ Composting toilet ___ Quantity of tanks _____ Total size in gallons _____ _____ Location of deck fitting(s)

## PETS

*Provide information on all pets that will be present on vessel*

Type of pet:	Color:
Name:	License #:
Type of pet:	Color:
Name:	License #:

I attest that the following statements are true regarding my vessel and all occupants intending to live aboard.  
(initial each line)

\_\_\_\_\_ My vessel meets all Federal and State regulations pertaining to marine navigation, safety equipment, and seaworthiness, and will be maintained according to those regulations. Additionally, the vessel will be maintained in such condition to be immediately ready for cruising/sailing in local waters at all times.

\_\_\_\_\_ All adult occupants of the vessel have a basic understanding of marine systems present on the vessel including but not limited to location, function, and operation of all sea valves, bilge pumps, fuel and compressed gas shutoff valves/solenoids, electrical disconnect devices, and safety equipment including but not limited to fire extinguishers and carbon monoxide detectors.

\_\_\_\_\_ All youth occupants of the vessel 10 and under shall be supervised at all times by an able-bodied adult while on board the vessel and in the marina. All youth occupants of the vessel 12 and under shall wear a Coast Guard approved lifejacket or vest at all times while on the outside deck of the vessel and while in the marina.

\_\_\_\_\_ At no time shall anything be discharged from my vessel’s black water holding tanks and any associated vents and plumbing, nor the contents of any portable or composting toilet, into the waters within and surrounding the marina.

\_\_\_\_\_ I and all additional occupants of the vessel agree to comply with the Port’s current Best Management Practices for the proper handling and disposal of fuel, oil, chemicals, hazardous waste, bilge water, grey water, black water and other solid waste.

\_\_\_\_\_ I and all additional occupants of the vessel agree to keep the vessel decks and dock free and clear of all items and objects not expressly allowed per the Liveaboard Status Terms and Marina Rules & Regulations.

\_\_\_\_\_ (if Applicant has pets) I and all additional occupants of the vessel agree to immediately collect and properly dispose of all pet waste.

**APPLICANT ACKNOWLEDGEMENT**

I hereby request permission to live aboard my vessel while moored in the Port of Friday Harbor Marina in accordance with the enclosed Liveaboard Status Terms, the Port of Friday Harbor Marina Rules & Regulations, and all applicable Town, County, State, and Federal regulations (collectively, the “Terms”). I also request permission for those additional occupant(s) listed above to live aboard my vessel in accordance with the Terms.

Furthermore, I acknowledge that I have received, read, and fully understand the enclosed Liveaboard Status Terms, and the Port of Friday Harbor Marina Rules & Regulations. I hereby agree to be bound by and comply with all requirements and conditions therein.

I understand that should I terminate my liveaboard status, or my liveaboard status otherwise be terminated, neither I nor the additional occupant(s) listed herein will be permitted to live aboard my vessel as defined in the Terms.

Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

**PORT AUTHORIZATION**

The Harbormaster hereby acknowledges and authorizes the individual and any additional occupant(s) listed herein to be approved for Liveaboard status in accordance with the enclosed Liveaboard Status Terms, the Marina Rules & Regulations, and any applicable Town, County, State, and Federal regulations.

Harbormaster: \_\_\_\_\_

Date: \_\_\_\_\_

## **Liveboard Status Terms**

### **PURPOSE**

The Port of Friday Harbor Marina is designed for the berthing of commercial and pleasure boats and not as a residential facility. The Port permits a limited number of Liveboards as an exemption to the primary objective for the marina, acknowledging that their presence can provide inherent safety and security benefits for people and property at the marina.

These Terms and associated Authorization do not create any rights in anyone other than the Port, and they cannot be used as a basis of any claim against the Port.

### **LIVEBOARD DEFINITION**

A Liveboard is defined as any person who sleeps aboard a vessel for more than fifteen days in any one calendar month while the vessel is moored at the Marina.

### **NUMBER OF LIVEBOARD SLIPS**

The Port of Friday Harbor Marina has a maximum allowance of 49 concurrent vessels with Authorization to Liveboard. The number of concurrent vessels may be expanded at the Harbormaster's sole discretion by up to 10 vessels for winter moorage between September 15<sup>th</sup> and May 1<sup>st</sup>.

The Port maintains a waitlist of customers seeking Authorization to Liveboard ("Liveboard Waitlist"). If the number of authorized Liveboards falls below 49, the Port will make reasonable efforts to draw new moorage customers from the Liveboard Waitlist until the Liveboard Waitlist is exhausted or there are no available moorage slips.

### **LIVEBOARD ELIGIBILITY**

Only the legal owner of the vessel (the "Applicant") may apply for Liveboard authorization for the vessel and its occupants.

The Applicant may designate additional individuals who will be living aboard the vessel. At the sole discretion of the Port, Liveboard status will only be approved for the following individuals:

- The Applicant
- The Applicant's spouse or significant other
- Members of the Applicant's immediate family (children, siblings, parents)
- A single crewmember for vessels over 45' in length

Should there be a change in the individuals living aboard the vessel, Applicant shall notify the Port prior to them moving aboard by submitting a new application. All new occupants shall be subject to the same approval at the sole discretion of the Port as if they were listed on the original application.

Applicants who will be taking temporary absence from living aboard must advise the marina office in writing prior to both leaving and returning to live aboard. Such absence shall not exceed 6 months total in any 12-month period, and Applicant shall continue to be billed for and submit the liveboard fee throughout.

### **LIVEBOARD FEE**

A monthly Liveboard fee, as adopted by the Port Commission and published in the Port of Friday Harbor Schedule of Fees & Charges, 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 liveboard moorage was authorized by the Harbormaster.

Balances unpaid after 60 days (including monthly moorage, liveboard fee and electrical costs) will be in default and moorage will be subject to termination. To maintain Liveboard status, the fee will continue even if the customer is temporarily off the vessel or the vessel is out of the slip.

### **EXPIRATION AND RENEWAL**

This Liveboard Authorization expires on December 31st of each year and must be renewed. The Port may decline to renew the Liveboard Authorization in its sole discretion and for any reason or no reason.

### **PERMANENT ADDRESS**

Applicant must establish and provide to the Port a permanent mailing address other than the Port Office at which to

Port of Friday Harbor – Liveboard Status Terms & Authorization Application

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Page 3 of 6

receive their mail. Applicant acknowledges that the Port does not provide mail pickup or delivery service, and it is the responsibility of the Applicant and all other individuals listed herein to notify all parties of their permanent mailing address and utilize it for all personal communication needs.

#### **PORT DOCUMENTS REQUIRED**

The Vessel Owner must first complete and hold a Moorage Agreement in good standing.

#### **VESSEL DOCUMENTS REQUIRED**

The Vessel Owner must provide and maintain current vessel registration and insurance as required per the Moorage Agreement. Current documentation of both must be provided to the Port and annual State registration decals must be attached according to DOL requirements.

#### **CONDUCT & BEHAVIOR**

Liveaboards may not engage in behavior which creates a nuisance or disturbs the peace and tranquility of the marina or any other liveaboards, tenants or guests. Liveaboards are responsible for the behavior of their guests and pets in the marina, including adhering to Town of Friday Harbor Municipal Code chapter 9.08 regarding noise disturbances. ~~Three or more complaints to the Port about a liveboard's violation of this policy will~~ Repeat violations of any Port policy or any gross misconduct may result in the termination of ~~that marina customer's~~ the Applicant's Liveboard Authorization and Moorage Agreement.

#### **PETS**

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 for this express purpose. 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 the provided garbage dumpsters and trash receptacles.

#### **RENTAL & SUBLEASE**

Applicant agrees that the vessel will not be rented or leased in any fashion.

Applicant agrees that any sublease of the slip when the vessel is not present shall be per the terms in their Moorage Agreement.

#### **SECURITY**

Liveaboards are encouraged to enhance marina security by promptly reporting to the marina staff and/or San Juan County Sheriff any unauthorized persons on piers or docks, possible theft, suspicious behavior, unsafe practices, any other incidents that threaten the safety and security of the marina community, or possible or potential damage to vessels, piers, docks, or other parts of the marina facilities, or any other problems that they observe.

In case of medical, fire or any other emergency, immediately call 911.

#### **SEWAGE DISPOSAL**

The waters surrounding the marinas are a no-discharge zone per chapter 173-228 of the Washington Administrative Code and the Clean Water Act. All liveboard vessels shall be equipped with and maintain in operational condition one or more USCG certified and operational Marine sanitation device(s) ("MSD") in accordance with 33 CFR Part 159. Any vessels that are equipped with an MSD of any type which is capable of overboard waste discharge shall have all associated overboard discharge valves secured in the closed position at all times when the vessel is present in the marina and shall be subject to inspection by a Port representative at any time. All MSDs on board shall include a holding tank of a size sufficient to provide for reasonable use for the number of occupants on board, and such holding tank shall be regularly pumped out using the marina's provided facilities. Liveboard vessels are eligible for up to 4 free pump-outs per calendar month via the Port's pump-out boat. If additional pump-outs should be required, the pump-out fee as listed on the Port's Schedule of Fees & Charges shall apply for those additional pump-outs.

Composting toilets shall be operated and maintained according to the manufacturer's instructions, with liquid waste being disposed of via the marina's portable toilet dump facility and solid waste being disposed of via the marina's garbage dumpsters.

Exceptions may be conditionally approved for vessels that are not equipped with a USCG certified MSD to allow use of a portable toilet which shall be regularly emptied at the facilities provided in the marina specifically for this purpose. Alternatively, applicant may attest that all occupants of the vessel shall exclusively use the Port provided facilities.

Repeated or willful noncompliance of proper sewage handling may result in termination of this Authorization to Liveaboard and the Moorage Agreement.

#### **FIRE HAZARDS**

Use of any solid fuel heating device such as a wood stove is expressly forbidden. Portable heaters shall be used in such a manner that does not create a fire hazard. Open flames including but not limited to gas/alcohol stoves and burning candles/lanterns shall not be left unattended at any time. Vessel shall be equipped with fire extinguishing equipment sufficient to meet or exceed USCG regulations per 46 CFR part 25.

#### **HAZARDOUS MATERIALS**

All liveaboard tenants agree to comply with current Best Management Practices (BMPs) for the proper handling and disposal of fuel, oil, chemicals, hazardous waste, bilge water, gray water, black water, and other solid waste. The Port's BMPs are included in the Marina Rules and Regulations. The BMPs are also posted on the Port's website.

#### **VESSEL DECKS**

At all times applicant shall keep all vessel decks, walkways, and boarding area clear and free of all obstructions sufficient for safe boarding, pumping of holding tanks, and emergency personnel response to medical, fire, or other emergency, and to provide for a positive visual appearance in the marina. All items stored on deck shall be secured sufficiently to prevent blowing or falling overboard. Use of tarps to cover any portion of the vessel or items on deck or the docks is not permitted at any time.

#### **DOCK STORAGE**

Storage of items is not permitted on docks or piers except within Port-approved dock boxes. Flower planters must be contained to the fillet area and not impede onto any main docks, finger piers or walkways. Nothing may be attached to pilings.

Boarding steps/platforms are permitted on the finger floats given they do not create a hazard or obstruct other customers' use of the floats.

#### **PORT DOCK CARTS**

A limited number of dock carts are provided by the Port for use by all marina customers for the sole purpose of transporting items to and from their vessel and are to be promptly returned to the marina office. Availability of the carts is not guaranteed, and customers may not detain dock carts at their slip for any extended period of time for any reason. Liveaboard customers are encouraged to obtain and use their own personal dock carts whenever possible.

#### **PARKING**

Liveaboard vessels are eligible for a permit to use the Port's upper parking lot for one vehicle per liveaboard vessel, regardless of the number of people living aboard. A separate fee applies as established in the Port's Schedule of Fees & Charges.

The Port will occasionally close and clear the parking lots for events or maintenance. The Port will give notice to customers at least 30 days prior to closing the upper lot. The lower lot is Town of Friday Harbor parking and is subject to Town regulations regarding parking duration and closures.

#### **EVENTS**

Applicant is aware that the Port occasionally hosts public gathering events such as Rock the Dock, Summer Music in the Park, and similar. These events create elevated activity and noise in and around the marina and may occasionally involve temporary closure of areas normally open to marina customers and/or the general public.

#### **ELECTRICITY**

Depending on location in the marina, metered 30 or 50 amp 110-volt electrical service is available to liveaboard tenants. The Port's adopted Schedule of Fees & Charges establishes base and metered use fees to be billed to the Applicant's moorage account. Due to inclement weather conditions and other acts of nature, the Port cannot guarantee that electricity will be available in the marina at all times.

Applicant shall use a commercially manufactured shore power cord in undamaged condition and of sufficient size to match both the electrical disconnect device (“Breaker”) rating of the power pedestal socket in use and the vessel’s shore power input as equipped. The vessel shall be equipped with a main Breaker of appropriate rating located immediately between the shore power input and vessel’s main electrical distribution panel. At no time shall Applicant adapt to any cord or socket that is rated lower than the immediately upstream Breaker of the vessel electrical system or power pedestal socket. At no time shall shore power cords be covered by objects or otherwise for any reason, excepting for a purpose-made cord cover meant for UV protection.

#### **WATER**

Potable water is available throughout the marina for attended filling of vessel tankage. Hoses may not be left attached to hose bibs when not in use. Direct connection of pressurized water service to a vessel is not permitted at any time. Applicant agrees to use our limited island fresh water resource wisely and frugally and is encouraged to report any issues or leaks noted to the Marina staff to help keep costs down for all customers.

When below-freezing temperatures are expected or are occurring, Applicant understands that water to the docks may be shut off to protect the pipes from damage. Staff will make a best-effort to communicate a shutdown in advance when possible. Liveaboards are advised to pay attention to the forecast and maintain enough water on board to endure an extended shutdown. A hose bib outside the Marina Maintenance office will be available for filling portable water containers should the need arise.

#### **GARBAGE / RECYCLING**

Garbage and recycling services are included with the Applicant’s Moorage Agreement exclusively for waste generated in the normal use of the vessel. The Port does not offer waste pick-up or removal from vessels or finger floats. Liveaboard customers are responsible for disposing of waste in the provided dumpsters.

The Port acknowledges that a Liveaboard will typically generate more waste than a recreational or commercial boater, the additional cost of which is accounted for in the Liveaboard fee. The Port does not authorize disposal of any waste generated elsewhere, large items (mattresses, boat parts, etc.), appliances, or electronics in the Port’s dumpsters. The Applicant agrees that such items will be disposed of by Applicant at Applicant’s cost by taking them to a location such as the San Juan Transfer Station for proper recycling and disposal.

#### **MARINA ENVIRONMENT**

Barriers inherent to 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 resulting in extremely steep ramps at low tide.

The 80’ ramp off the end of the main pier is ADA compliant and the bypass floats on the North side of the main pier provide ADA access to the majority of the marina. The Port is not able to offer personal assistance to customers boarding or disembarking vessels nor entering or leaving the marina.

The piers, ramps, and dock floats have many different and often uneven surfaces such as wood, concrete, and metal which may be slippery when wet or frozen. Wind and waves may add unexpected 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.

#### **TERMINATION**

Applicant must give 15 days advance notice to the Port of intention to terminate liveaboard status. Liveaboard fees will be levied for 15 days after the required notice is received.

Failure to comply with marina policies and rules shall be grounds for immediate termination of the Liveaboard ~~agreement~~Authorization by and at the sole discretion of the Port.

#### **PERIODIC REVIEW**

The Port of Friday Harbor Commission may periodically review the Liveaboard Policy. The Commission has the authority to change or update this policy as deemed necessary. It is the responsibility of Liveaboard customers to review the updated policy.