

**Harbors' Rules, Regulations, and Procedures**  
**Boathouse Requirements**  
**Commission Adopted April 16, 2013 & November 19, 2013**

**1. INTRODUCTION**

**1.3 DEFINITIONS**

- D. Boathouse, Individual Boathouse and Multiparty Boathouse: A Boathouse is a privately owned floating structure consisting of floats, walls, and a roof, which is capable of being moved on water and is connected to a Port float system and covers or encloses a Slip or Slips. An Individual Boathouse covers or encloses only one Slip. A Multiparty Boathouse is a Boathouse that covers or encloses multiple Slips.

(It is noted that in the City of Bellingham Ordinance # 2012.09.044, Section 4502, 'Definitions,' the term "Condominium Boathouse" is used instead of "Multiparty Boathouse." The reference "Condominium Boathouse" in City of Bellingham Ordinance #2012.09.044 shall mean a "Multiparty Boathouse" as used herein.)

- E. Boathouse Organization: A legal entity properly registered in the State of Washington that owns a Multiparty Boathouse.
1. Multiparty Boathouse Agreement: An agreement (which is separate from a moorage agreement) that is between the Boathouse Organization and the Port of Bellingham.
- F. Boathouse Owner(s): The Owner of an Individual Boathouse or the collective Owners of a Multiparty Boathouse. The Boathouse Owners of a Multiparty Boathouse must be a Boathouse Organization (as defined herein) duly registered in the State of Washington.
- G. Float: A floating structure normally used as a point of transfer for passengers and goods, or both, and for mooring purposes.

**2.3 MOORAGE & FACILITIES**

- J. **Boathouse Moorage:**
1. Boathouses (Individual and Multiparty)

- a. Boathouses (Individual and Multiparty) are billed pursuant to Moorage Tariff No. 1.
- b. Moorage Agreements are required for every vessel mooring inside a Boathouse.
- c. Boathouses must be kept in a reasonable state of repair (as solely determined by the Port); consistent with all applicable federal, state, city and Harbors' Rules Regulations and Procedures.
- d. Boathouses will comply with all applicable building and fire codes and Harbors' Rules, Regulations, and Procedures.

At Squaticum Harbor, it is the responsibility of the Boathouse Owners to comply with Bellingham Municipal Code 4501 adopted by the City of Bellingham on September 24, 2012.

- e. The Port will furnish electricity and potable water to the outside of each Boathouse, at which point the Individual Boathouse Owner or the Boathouse Organization will be responsible for obtaining proper permits to connect to it and maintaining all systems from the point of connection inward to the Boathouse. The temporary interruption of these services shall not be the basis of any claim against the Port.
- f. The Port may disconnect electrical service to any Boathouse where the Port, in its sole discretion, determines that continued connection may be unsafe or where the electrical system in the Boathouse may not be in compliance with applicable code. Any damage resulting from the disconnection will be at the sole risk and expense of the Boathouse Owner(s). The Port has no duty to inspect any electrical service of any boathouse or make any determination as to the safety or compliance of the electrical system. The Port may, in its sole discretion and without liability, require that the Boathouse Owner(s) obtain an electrical inspection prior to reconnecting service.
- g. All Vessels must fit within its respective Boathouse. Vessels will be allowed to overhang out to the piling if permission is granted in writing by the Harbormaster.

- h. Modifications to a Boathouse must be approved in advance, and in writing by the Port. Each Boathouse Owner(s) or Boathouse Organization must follow all applicable permitting requirements.
- i. Liveboards are prohibited from living on a vessel inside a Boathouse.
- j. To prevent hazards created from snow and/or ice, removal of snow build-up from rooftops of boathouses will be the responsibility of the Boathouse Owner(s).
- k. Boathouse Owners and Boathouse Organizations, upon request, will provide access to their boathouses for the purpose of emergency access as well as fire, safety, and environmental inspections. The Port may require that a key for each Boathouse be provided to the Port. However, the Port has no duty to inspect the Boathouses or to respond to any emergency.
- l. Should a Boathouse, through any method or means, cause destruction or damage to any other boathouse, vessel, and person or other properties in the marina, the Boathouse Owner(s) shall bear sole responsibility and liability for resulting damages.
- m. In the event of damage to or destruction of any Boathouse by fire or other casualty which renders the Boathouse unusable or unsafe (as determined by the Port), the Boathouse Owner(s) shall, at the direction of the Port, either (i) promptly remove the Boathouse and all personal property, or (ii) be responsible for all costs incurred by the Port to remove the Boathouse and all personal property. In the event of such an occurrence, the Port will endeavor to, but not obligated to, provide regular non-covered alternate moorage for the tenant's boat for a period of time reasonably determined by the Port.
- n. Failure of a Boathouse Owner(s) to abide by the terms and conditions of these Rules, Regulations, and Procedures, or failure to pay moorage fees, storage rental fees or any other fee charged by the Port by the due date shall constitute a default under the terms of this Assignment. A default under this Assignment shall

constitute a default under any other lease or agreement Moorage Tenant has with the Port.

- o. The Port requires that all Boathouse Owner(s) carry and maintain liability insurance on the boathouse structure. All Boathouse Owners and Boathouse Organizations are required to provide evidence of insurance by submitting a copy of the policy. It is the responsibility of the Boathouse Owner and Boathouse Organization to supply the Harbor Office with a current insurance certificate each year.
  - i. Insurance for Individual Boathouses shall be maintained at a minimum of \$1 million for liability for property damage and death and/or bodily injury.
  - ii. Due to their difficulties in obtaining liability insurance for Multiparty Boathouses, coverage for the boathouses shall be through the vessels that are moored within the structure. Such vessels shall maintain a Yacht Policy with Protection & Indemnity (P & I) insurance with a minimum \$1 million liability coverage, naming the Port as additionally insured.

Alternate insurance coverage may be considered and approved by the Executive Director on a case by case basis.

For Multiparty Boathouses structures that have all of their vessels covered by the insurance described above, the January 15<sup>th</sup> deadline for providing an Organizing Agreement will be extended to July 15, 2014.

Once the Multiparty Boathouses are legally organized, the insurance for Multiparty Boathouses shall be maintained at a minimum of \$3 million for liability for property damage and death and/or bodily injury. At which time, the vessel insurance requirement will revert back to the original \$300,000 liability coverage.

- p. Prior to transferring any interest in a Boathouse or a Multiparty Boathouse, the new Boathouse Owner must fully execute a moorage agreement with the Harbor Office. Moorage charges will remain with the Moorage Tenant until such time the Port receives proof of

ownership transfer with a signed Bill of Sale or other legal document of title transfer, proof of insurance, and a current copy of vessel registration/documentation.

For Multiparty Boathouses the Moorage Agreement will not be changed until the Port receives proof of the transfer of interest in the Boathouse Organization.

- q. Boathouse Owners may sub-assign their Boathouses or space inside a Multiparty Boathouse as follows:
  - i. The sub-assignee must fill out a moorage agreement with the Port of Bellingham and provide current vessel registration and a certificate of vessel insurance which meets the Port's insurance requirement.
  - ii. The Boathouse Owner(s) will ensure the vessel carries insurance pursuant to the Rules, Regulations and Procedures.
  - iii. All applicable moorage fees shall remain the responsibility of the Boathouse Owner.
  - iv. The Boathouse Owner ensures the sub-assignment abides by all Harbor Rules, Regulations and Procedures.

## 2. Multiparty Boathouse

- a. Multiparty Boathouse Owners must form and maintain a Boathouse Organization acceptable to the Port (i.e. partnership, association, LLC, etc.), and submit evidence, in the form of a certificate of registration and evidence of annual renewal from the Washington Secretary of State.

Persons with an interest in Multiparty Boathouses will be given until January 15, 2014 to meet these requirements. (See Section 2.3, J, o.)

- b. Each Boathouse Organization must formally appoint one person to act as the contact person for the Port to address Port related issues pertaining to the Multiparty Boathouse.

- c. Each Boathouse Organization must provide an address where notice from the Port can be mailed and agree that posting of notice on the entrance point of the Multiparty Boathouse together with mailing to the specified address and to each Moorage Tenant in the Multiparty Boathouse constitutes notice to the Boathouse Organization and the Multiparty Boathouse owners.
- d. Each Boathouse Organization is required to execute a Boathouse Agreement with the Port.