

## **Port of Everett Liveboard Policy**

Liveboard status is considered a privilege and is granted to Port of Everett moorage customers as a revocable license. Liveboard tenants provide an important service to the marina; serving as neighbors that promote safety and security for all boaters. As such, the Port has an important responsibility to assure liveboard residents set a good example for other tenants and guests. Therefore the application for liveboard status is carefully considered and can be revoked, when necessary, if it is deemed necessary for the enjoyment of all boaters and for a safe secure marina.

Port of Everett eligibility does not insure residency at the Port of Everett Marina may continue nor does it create a landlord-tenant relationship between the Port and the liveboard customer. It is the responsibility of the liveboard tenant, not the Port, to comply with any applicable regulations of any agency with jurisdiction. Recognition by the Port in this policy does not alter the liveboard tenant's responsibility nor create an obligation on the Port to make changes or incur obligations to allow liveboard tenant's continued residency.

Additionally, the total number of long-term liveboard customers cannot exceed ten percent (10%) of the total number of moorage slips in the marina in accordance with the City's zoning excluding residents that liveboard for less than four months in a calendar year. Liveboard vessels are to be dispersed throughout the marinas based upon the overall safety and security of the entire Port of Everett facility and provide support to the marina and boater security.

### **Definition**

The Port defines a liveboard customer to be any persons who use their vessel as a primary full time residence while moored at the marina. Full time residence is defined as being when an individual resides on that vessel for a period of time in excess of 14 days. If the Port suspects a person may be an unregistered and unauthorized liveboard customer, proof of residency will be requested.

### **Terms/Conditions/Eligibility**

**Written Agreement-** All customers seeking to obtain liveboard privileges must fill out and sign a written liveboard application at the Marina Office. The liveboard agreement must be renewed on an annual basis. All required documents showing proof of liability insurance and proof of vessel registration/ownership must be supplied along with the application for consideration prior to approval of any application. If the proof of insurance expires, the vessel owner will receive a temporary parking and not their annual parking pass until documentation is received.

**Policies-** All customers must agree and adhere to the Port of Everett liveboard policy as well as all items referenced in the Marina Rules and Regulations document regarding parking, noise ordinances, and conduct.

**Background Check-** An applicant for liveboard privileges may be subject to credit and/or criminal background checks at their expense. Existing liveboard tenants may be subject to annual credit/criminal background checks at the Port's discretion if deemed by the Port to be necessary.

**Fees-** All applicants must pay a \$50 non-refundable application fee and the monthly liveaboard fee with leasehold tax. These fees are in addition to the monthly moorage fee and subject to change with 60 days advance notice. Monthly liveaboard fees will not be waived for absence from your vessel for any purpose.

**Legal Owner-** A liveaboard customer must be the legal owner of the vessel, with exception of being listed as registered owner with a financial institution listed as lien holder. Proof of ownership is required. Only the legal owner of the vessel and immediate family members may live on board. The immediate family members must be listed on the liveaboard agreement and they must live on board concurrently with the legal owner. Subletting or allowing guests to liveaboard without the owner present is not allowed. Any resident residing on the vessel is also subject to a criminal background check prior to approval of their residency.

**Photo ID-** At the time of application the liveaboard customer must provide photo identification of all those intending to live aboard, including a photo of pets.

**Criminal Background-** Registered sex offenders and convicted felons (convicted within 15 years) are ineligible for liveaboard status.

**Not A Residential Tenant-** Due to zoning and fire regulations the Port cannot allow a boathouse to be used for residential purposes. The Marina Moorage agreement provides for the mooring of operable, seaworthy vessels only.

**Notice to Terminate-** The liveaboard customer must notify marina management in writing within thirty (30) days of intent to terminate their liveaboard status and vacate the moorage.

**BMP's-** All liveaboard customers must comply with marina Best Management Practices (BMP's) including those outlined in the Port of Everett Water Quality Plans for liveaboard customers; including but not limited to the proper handling and disposal of fuel, oil, chemicals, hazardous waste, grey water and other solid waste.

**Dock Debris-** The docks must remain free from debris that may cause a safety hazard including but not limited to hoses, planters, bicycles, barbecues, etc. Any personal or boating related items must be stored onboard the vessel and are not allowed on the docks. Vessel exteriors must be kept in a clean, neat and orderly manner.

**Winter Water Service-** Marina staff may turn off the dock water supply during periods of winter freezing conditions and customers need to be prepared to be without dockside water supply during these times.

**Sewer Disposal-** All liveaboard customers will have operating waste holding tanks or port-potties and are responsible for having them pumped/dumped regularly. No discharge into the water is permitted.

**Pets-** Liveaboard customers are subject to all the same policies pertaining to pets as listed in the Marina Rules, Regulations and City Animal Codes. Any animals living on board must be listed on the liveaboard agreement and include a photo. Marina management may require a pet to be removed in order for the owner to gain or retain liveaboard status if the animal is either a nuisance, creating a disturbance or otherwise in violation of Port pet policies. Liveaboard customers are responsible for their guests and pets.

**Mail-** The Port does **not** offer mail services nor accept mail or packages on behalf of liveaboards. All liveaboards must provide a valid mailing address and are responsible for obtaining their own post office boxes, if needed. All contact info must be kept updated on file.

**Boat Qualifications-** After January 31, 2016, only vessels registered/documented at 32' or longer are eligible to be considered for liveaboard status. Vessels must also meet Federal, State and local laws at all times which include those pertaining to navigation and safety equipment. Vessels must be seaworthy and operable, immediately ready for cruising in local waters. The Port reserves the right to inspect vessels for compliance where these qualifications may be in question. Owners attempting to use vessels solely to live aboard and not utilize for boating are ineligible for liveaboard status.

**Reporting-** Under no circumstances does the Port authorize liveaboard customers to act as agents or employees of the Port of Everett. Liveaboard customers are not directed to act beyond reporting suspicious activity or suspected marina violations to the Marina Office, Port Security or the Everett Police, if necessary.

### **Compliance and Enforcement**

Individuals living aboard their vessels must comply with all Marina Rules and Regulations. Violation of or failure to comply with any of the Port of Everett regulations, or any conduct which adversely affects the health or safety of any person, may result in the termination of liveaboard privileges and or termination of the vessel owner's Marina Moorage Agreement.

### **Penalty**

The penalty for failure to file a liveaboard application or providing false information will result in immediate termination of the liveaboard privileges and Moorage Agreement.

As an applicant for liveaboard privileges I have read, understand and agree to the terms above:

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

The Port of Everett reserves the right to amend liveaboard policy at any time.

Revised 5/1/17