

**OAK HARBOR MARINA
REQUEST FOR AUTHORIZATION TO LIVE ABOARD**

Moorage Customer Name: _____
(Please Print)

Slip Number _____ Telephone # _____ Boat Name: _____

I hereby request permission to live aboard my vessel while moored in this marina. I am the registered and/or legal owner of this vessel. In addition to myself, I request permission for those persons listed below, who are members of my immediate household, to also live aboard my vessel. I understand that I must be living aboard my vessel in order for those persons listed below to be living aboard. I understand that, should I terminate my liveaboard status, the persons listed below will no longer be able to live aboard:

<u>Name</u>	<u>Relationship</u>
1) _____ (Please Print)	_____
2) _____	_____
3) _____	_____
4) _____	_____

I agree that only the persons named in this agreement shall live aboard this vessel during the time I am living aboard. No other person shall be permitted to live aboard. This authorization to live aboard does not alter the rights and duties of the Marina or the moorage customer as specified in the separate Moorage Agreement. I agree to all of the applicable rules and regulations that follow:

- o **Definition:** A Liveaboard is defined as any person who sleeps aboard a vessel more than fifteen (15) days in any month while the vessel is moored at the Marina.
- o **Fee:** A Liveaboard monthly fee in an amount set by the Oak Harbor City Council and published in current marina rate tables, is required. The fee will commence on the same month as liveaboard moorage was authorized by the Harbormaster. Balances unpaid after 60 days (including monthly moorage, liveaboard fee and electricity) will be in default and moorage will be subject to termination. The liveaboard fee will be prorated for those months in which the tenant is temporarily off the vessel or out of the slip for a period greater than 15 days in any given

month. Otherwise, the full fee will be charged. *It is the tenant's responsibility to notify the Marina office of changes in liveboard status.*

- **Termination of Liveboard Status:** Liveboard status may be terminated by the tenant, by written notice to the Marina office. Liveboard status may be terminated by the Harbormaster for cause, as cited below, at any time. Notification will be given in writing, via certified mail, and the tenant will have ten (10) days from the date of this notification to cease living aboard.
- **Causes for Termination:** Liveboard status may be terminated by the Harbormaster for the following reasons:
 - Violation of the terms of the basic Moorage Agreement. Specifically, behavior that disturbs others or creates a nuisance for others in the Marina is not permitted. Repeated nuisance behavior will result in termination of this liveboard authorization and the moorage agreement.
 - Failure to comply with Marina Best Management Practices. All liveboard tenants agree to comply with BMP's for the proper handling and disposal of fuel, oil, chemicals, hazardous waste, gray water and other solid waste.
 - Repeated or willful noncompliance with proper sewage handling as prescribed herein.
 - Failure to pay moorage and fees in a timely manner, per the moorage agreement.
 - Failure to maintain proper vessel insurance, as prescribed by the Harbormaster.
- **Pets:** Pet owners are responsible for controlling the behavior of their pet(s), keeping them on a leash, and cleaning up after them in a timely way and manner. Pet wastes can be a substantial source of fecal contamination to the waters of Oak Harbor Bay, and all pet owners are required to clean up all wastes from their pet(s) and dispose of these wastes properly in the dumpsters and garbage cans. Repeated failure to comply will result in termination of this authorization and the moorage agreement. So that you can be notified in case of a lost pet or problem, please provide the types of pets that will be on board your vessel, and a description:

-
- **Security:** All liveboard tenants agree to enhance marina security by calling to the attention of marina staff: any possible or potential damage to vessels, piers, docks, or other parts of the marina facilities; unauthorized persons on piers or docks; possible theft; suspicious behavior; unsafe practices and/or any other incidents that threaten the safety and security of the Marina community. In case of fire or other emergency, liveboards shall call 911.
 - **Sewage Handling and Disposal**
 - Discharge of untreated sewage anywhere within the waters of Puget Sound, including Oak Harbor Bay and 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 in the waters of Oak Harbor Bay and the Marina is also specifically not allowed.

- Boats without holding tanks are not acceptable as live aboard vessels.
- Boats utilizing porta-potties only are not acceptable as live aboard vessels.

I use the following method of sewage disposal on my vessel: (Please initial one)

Initial ____ The vessel has a working Type III Marine Sanitation Device (MSD III), that is pumped out regularly at the self-service pumpout stations located on the fuel dock and on SS WATERLOO (Slip F-01). I will provide written verification, along with my monthly moorage payment, of the dates on which I used a self-service pumpout station. A form for this purpose will be provided with my monthly statement. I understand that failure to provide this monthly verification will result in termination of this liveaboard authorization and my moorage agreement.

Initial ____ The vessel has a working USCG certified Type I or Type II Marine Sanitation Device (MSD I or MSD II). I understand that I am not allowed to discharge from these devices into the waters of Oak Harbor Bay and the Marina. I agree to tie off or otherwise secure the overboard discharge valve to prevent inadvertent overboard discharge. If I use my MSD I or MSD II outside of Oak Harbor Bay, I will re-secure this valve prior to returning to Marina waters.

Initial ____ The vessel has a working USCG certified Type III MSD that I do not use. I use shore side facilities only. I agree to tie off or otherwise secure the overboard discharge valve to prevent inadvertent overboard discharge. If I use my MSD I or MSD II outside of Puget Sound, I will re-secure this valve prior to returning to Marina waters.

Please Note: Repeated or willful noncompliance with proper sewage handling will result in termination of this Authorization and the Moorage Agreement. Any vessel is subject to inspection by Marina staff if the vessel is suspected of non-compliant discharge.

- **Emergency Contact Information:** For emergency purposes, when no one is aboard the boat, I can be reached at the following numbers:

Work phone: _____

Home phone: _____

Cell phone: _____

e-mail: _____

Other: _____

I understand that failure to comply with Marina regulations will result in termination of this authorization to live aboard, and of my basic moorage agreement. I have read and understand the Marina's Best Management Practices and this Authorization to Live Aboard agreement.

Name (print): _____ Date: _____

Signature: _____

Authorization to live aboard is hereby granted to the individual(s) listed above:

_____ Date: _____

Harbormaster