



A division of HUB International
Northwest

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BOAT INSURANCE BASICS FOR CBJ DOCKS AND HARBORS BOARD

- Boat insurance – what is a standard level of coverage, and approximate premiums or range of premiums that people could expect to pay, for recreational boats and also commercial use boats.
 - COVERAGES:
 - Liability (AKA Protection & Indemnity, or P&I). \$300,000 limit is fairly standard.
 - Physical Damage (AKA Hull & Machinery). Based on value of vessel.
 - Additional coverages can include Pollution, Wreck Removal, Crew Liability, Personal Effects, Uninsured Boaters, and more
 - Lay-up warranties
 - PREMIUMS:
 - Can vary as widely as the type, size, use, and condition of vessels vary.
 - Small private pleasure boats might be as low as \$500
 - Medium sized private pleasure boats might be in the \$500-\$2,000 range.
 - Larger yachts, and commercial vessels, may see premiums from \$2,500 up to \$50,000 and beyond, depending on numerous factors.
- Are there types of boats that are not insurable? If so – what would those be?
 - Yes. There are types of boats that are challenging to insure, such as liveaboards, floathouses, wood-hulled vessels, custom-made vessels or vessels built from a kit.
 - The ability to insure a vessel will be dependent on other factors, such as age, condition, and perhaps the most important, is a survey from an accredited marine surveyor that is less than two years old and in the name of the current boat owner.



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- Boat shelters – some up to 50 years old. Are they insurable?
 - Yes. Liability coverage for boathouses can usually be extended from a Homeowners policy. Physical Damage has to be written on a stand-alone policy that is fairly limited (DP1)
 - Fire & Lightning
 - Internal Explosion & External Explosion
 - Windstorm & Hail
 - Riot & Civil Commotion
 - Smoke
 - Aircraft
 - Vehicles
 - Volcanic Explosion
 - Vandalism & Malicious Mischief



Cap Sante Marina

Insurance Requirements

ATTENTION: PERMANENT MOORAGE CUSTOMERS

Important Information Regarding Vessel Insurance

Revised Code of Washington (RCW) 88.26.030 and 53.08.480 impose an affirmative obligation on all public and private marina operators to obtain proof of certain liability insurance for non-transient vessels using the marina. Specifically, as a condition of long-term (more than 30 days) moorage, proof of insurance for general, legal, and pollution liability insurance with *minimum* policy limits of \$300,000 per occurrence, is required by law. The Port of Anacortes maintains internal policies in which higher limits may be required (as detailed below). Failure to maintain the minimum insurance coverage as required can result in liabilities should the vessel become derelict or abandoned and allows the marina to cancel the customer's moorage agreement.

Upon execution of a new or renewed Moorage Agreement, AND upon renewal of the insurance policy, the Port of Anacortes requires proof of insurance for your moored vessel(s), which meet(s) the following conditions¹:

- Marine general, legal, and pollution liability coverage with limits of liability for each occurrence and in the aggregate, of not less than:
 - \$300,000 for vessels under 66' in length, or
 - \$1,000,000 for vessels 66' in length and over, or
 - \$1,000,000 for ALL customers signing a Commercial Business and Charter Moorage Agreement, a Tour Company Moorage Agreement, or a Yacht Brokerage Moorage Agreement
- An endorsement naming the "Port of Anacortes, 100 Commercial Ave., Anacortes, WA 98221" as an Additional Insured with respect to policies listed above.
- The insurance policies shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and the Port's elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an additional insured will not be effected by any act or omission by Licensee that might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is the subject of a claim or suit; and (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.

The Port of Anacortes thanks you for your cooperation in compliance with Washington state law and our requirements. The Port of Anacortes reserves the right to amend insurance requirements at any time.

¹ Additional conditions may apply. Customers should refer to their Moorage Agreement for complete details.

HARBOR MOORAGE CONTRACT AGREEMENT

1. The applicant agrees to abide by the rules, regulations, policies, procedures, and all amendments thereto relating to the Harbor as established by or pursuant to the Whittier Municipal Code.
2. The applicant agrees the Harbor, through the City of Whittier, may pursue any and all legal means of collecting any unpaid fees and charges against the vessel including, but not limited to, a lien or impoundment.
3. Nothing in Whittier Municipal Code or ordinances and regulations of the City has been or shall be interpreted to impose upon the City any obligation or responsibility for the care and protection of any private property, including vessels. A Harbor moorage agreement is limited to the privilege of moorage space only. The applicant expressly consents and authorizes the City to move and/or dry-dock the vessel if (1) rents, fees, or other charges are not paid, (2) ordinances, regulations, State or Federal laws are violated, or (3) in the event of necessity or emergency. The applicant further agrees to hold the City harmless against the loss or damage to the vessel or any equipment, nets, gear, tanks, lines or other personal property on, attached to, or related to the vessel, that may result from the use of the Harbor and/or any movement of the vessel.
4. Applicant consents to a physical inspection of the vessel and its equipment by the Harbormaster in the exercise of his/her duties as outlined in this chapter, at any time while the vessel is within the boundaries of the Harbor.
5. If a Preferential Berth Holder returns to the Harbor and finds his/her reserved space occupied, the holder should contact the Harbormaster. The Harbormaster will move the temporarily assigned boat to another location during regular Harbor operating hours.
6. No property rights are created by this section. A preferential berth holder shall have only a right to use the space reserved to them as provided for in these regulations.
7. The boat owner under a Harbor moorage contract agrees to maintain liability insurance for the vessel, owner, owner's employees, invitees, guests, and passengers covering bodily injury and property damage arising in whole or in part out of the use or operation of the vessel or the insured's activities in Whittier. If the vessel does not carry passengers for hire, the liability insurance coverage shall be in an amount not less than \$300,000 per occurrence. If the vessel carries passengers for hire, the commercial liability insurance shall be in an amount not less than \$1,000,000 per occurrence. The City of Whittier should be named an additional interested party.
8. If the vessel remains in the Harbor during the months of October through March, the boat owner agrees to provide a local agent/boat watch for contact in case of an emergency.
9. The surviving spouse of a Preferential Berth Holder or Annual Transient Moorage Agreement assumes full rights and responsibilities in the event the owner is deceased or incapacitated.

Everett?

J. FIREARMS

The unlawful display of firearms or other weapons on Port premises is strictly prohibited. A weapon or firearm may not be possessed or used in a manner that has apparent capability of producing bodily harm, and that either manifests an intent to intimidate another or that warrants alarm for the safety of other persons.

III. BOAT OWNERS/OPERATORS REGULATIONS

A. VESSEL IDENTIFICATION

1. All vessels in the marina must have valid identification permanently affixed to the hull and clearly visible from the outside.
2. State or Coast Guard registered vessels shall display registration numbers and a valid registration decal.
3. Documented vessels shall have the valid registration decal displayed on the hull.
4. Failure to display the registration number on the hull may be cause for refusal of moorage or other access to the Marina.

B. RELEASE, INDEMNIFICATION, AND INSURANCE

1. THE PORT WILL NOT BE RESPONSIBLE for any injuries (including death) or property damage resulting, caused by or growing out of the use of the docks or Marina facilities; the PERMITEE and his/her guests or agents RELEASES AND DISCHARGES THE PORT from any and all liability for loss, injury (including death), or damages to person or property sustained while in or on the facilities of THE PORT, arising by virtue of any reason including, without limitation, negligence on the part of THE PORT, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ices, collision or accident, or any other Act of God, whether CUSTOMER'S boat is being parked or hauled by an Agent or employee of THE PORT or not. All users of the Marina and its facilities, including, without limitation, moorage customers, stored vessels, storage lockers, and guest moorage users, shall indemnify and hold the Port of Everett, its employees, officials and agents harmless from all damage to property and injury or death to persons that results, directly or indirectly, from the user's use and/or occupancy of the Port property. This indemnification shall be enforceable to the maximum extent permitted by law. This indemnification provision shall supplement any similar provisions in any other agreement that user has with the Port.
2. All persons who berth or store a vessel in the Marina, even on a temporary basis, shall maintain insurance in force and good standing on the vessel. The insurance shall be written as Protection and Indemnity (P&I) insurance on a comprehensive coverage form with limits of at least \$500,000 per occurrence in coverage encompassing general liability, legal liability and pollution liability, and as otherwise required by law. As a condition of using Port of Everett facilities, the user shall have documentation available to Port Staff, upon request and provide annually which documents that the required insurance is in force. The Port Staff shall have the right but not the obligation to request such evidence of insurance. Failure to have such documentation may be grounds for termination of any Moorage, vessel storage, storage lockers, or other Port privileges.
3. Vessels that are wood and/or greater than 35ft and/or more than 40 years old must in

other consideration for the use of the subject moorage space without prior written authorization from the City.

9. **Termination Without Cause by City:** The City may elect, at its sole option, to terminate this Contract at any time. In such event, the City shall send Owner/Licensee written notice of termination by first class mail to the address written above (or to any new address provided by Owner/Licensee to the City in writing. In such event, once Owner/Licensee has removed the Vessel from the Slip, the City shall refund to Owner/Licensee the pro-rated charges from the date of termination to the end of the current term of this Contract (after deducting any amounts due by Owner/Licensee to the City). In the event Owner/Licensee does not remove the Vessel from the Slip not more than one (1) week after the City sends notice, the City may remove, tow, haul, and store the Vessel at Owner/Licensee's expense and sole risk of loss and damage, and at the City's then effective daily transient rate also described as the "billed" daily rate.
10. **City's Right to Remove or Impound:** Upon termination of this Contract, and in any circumstance where authorized in the Valdez City Code (including without limitation when moorage fees or other charges are more than ninety (90) days past due), the City may remove the Vessel from the Harbor at Owner/Licensee's risk and expense, and/or impound the Vessel, its tackle, fixtures, equipment, and furnishings, and pursuant to notice, auction, sell or dispose of the same.
11. **Term:** This Contract shall become effective on the date stated herein and shall remain in force until terminated by the City for default pursuant to paragraph 6 above, or by the Owner/Licensee after thirty (30) days written notice has been delivered to the City.
12. **Insurance:** Owner/Licensees agree at all times to keep the Vessel and its contents covered by a policy of all risks hull insurance in an amount equal to the actual value of the Vessel and its contents. Unless the City, at its sole discretion, requires in writing higher or lower limits of coverage. Owner/Licensees also agree to keep the Vessel covered at all times by a policy of protection and indemnity or liability insurance, including pollution/fuel spill coverage, with minimum limits of at least \$300,000 per occurrence. Owner/Licensee agrees to cause the City to be named as an additional insured on all such policies of insurance without limitations or exclusions different from the Owner/Licensee. Owner/Licensee agrees to name the City as an additional insured and Certificate Holder under said policies and to present the City with the Certificate of Insurance prior to using the Slip, and upon every renewal hereof. Continuation of this Contract despite any failure by the Owner/Licensee to provide such Certificate to the City despite the failure of Owner/Licensee to cause the City to be named as an additional insured, shall not be considered waivers of such requirements by the City. Owner/Licensee shall provide proof of such insurance to the City.
13. **Seaworthiness-Underway Policy:** Owner/Licensee shall keep the Vessel seaworthy and capable of operating under its own power at all times, except for a reasonable time while undergoing repairs. If the Harbormaster or his/her designee suspects that the vessel is not capable of operating under its own power they may request a demonstration by appointment within seventy-two (72) hours' notice. If after thirty (30) days the Vessel is still unable to operate under its own power the Vessel shall be subject to impoundment and removed from the water at the Owner/Licensee's expense.
14. **Snow Removal:** It is the Vessel Owner/Licensee's responsibility to keep the snow removed from the half of the finger float the Vessel is tied to, the Vessel itself, the bull-rail(s) surrounding the Vessel, and the power pedestal associated with the Vessel (even if not being used). Snow sheds shall be placed so that snow does not fall on the finger floats. If snow removal is not maintained and harbor staff is required to remove snow due to possible damage to finger floats, Vessel Owner/Licensee will be charged for labor performed.
15. **Ice:** The City makes no guarantee that during the winter months de-icing of the assigned Slip will be provided. Owner/Licensee may, at the Owner/Licensee's option and sole expense, and subject to obtaining the prior approval of the City, install and operate in the assigned Slip, portable deicing equipment. Owner/Licensee acknowledges that there will be times in very cold weather, or when electrical service is disrupted, when de-icing equipment will not operate or succeed in providing a completely ice-free slip, and that damage to the Vessel or other consequential damages may occur. Owner/Licensee assumes the risk of all actual and consequential damages caused to the Vessel by ice during the winter months, and Owner/Licensee holds the City, their agents, employees, officers, and directors harmless from any liability for the same.
16. **Live-Aboards:** Any Owner/Licensee that lives aboard a vessel subject to this Contract for a period of ninety (90) Days or more within the calendar year shall file the required information on their Moorage Agreement and pay the applicable Harbor Residential Surcharge. Active commercial fishing vessels are exempt from this requirement between April 1 and October 1 of each calendar year.
17. **Common Areas:** Provided Owner/Licensee complies with their duties and obligations hereunder, the City hereby grants Owner/Licensee a non-exclusive license to use of the docks, boardwalks, parking areas, picnic areas, restrooms, lounge facilities and other common areas within the Harbor which are designated for general use by Owner/Licensee and Owner/Licensee's guests and invitees, subject to the Harbor Rules and requirements set forth in this Contract. Owner/Licensee agrees that neither they nor their guests or invitees will place or leave any objects upon the docks and finger piers or other common areas of the Harbor without express permission of the Harbormaster. Only steps approved by the Harbormaster may be placed on the docks or piers. Owner/Licensees may not attach anything to the docks or make any alterations to the docks or finger



New Moorage Application Addendum

With your moorage application, please include:

- Side-view photos of the vessel to be moored at Shilshole Bay Marina from both the bow and stern
- Current State Registration/USCG Documentation
- Current proof of minimum \$300,000 liability insurance

Please initial each item and submit with the necessary items:

_____ I understand that the vessel to be moored at Shilshole Bay Marina must be navigable in open water under its own power as per Moorage Tariff Item 2100-A-21: "Vessels moored in a Port harbor must, at all times, be completely seaworthy, meaning that it is operable and ready for immediate cruising in local waters."

_____ I understand Shilshole Bay Marina does not allow for any overhang from slips and that the extreme length of the vessel (ELOV) to be moored at Shilshole Bay Marina must fit entirely within its slip. I also understand that if my vessel is too large for the slip I am offered I may be forced to forfeit my offer of moorage or my spot on the waitlist.

_____ I have measured the ELOV for the vessel to be moored at Shilshole Bay Marina and have recorded it accurately on my Moorage Application **OR** I acknowledge I will measure the ELOV for the vessel to be moored at Shilshole Bay Marina and will report it accurately to the marina before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

_____ I have submitted side-view photos of the vessel to be moored at Shilshole Bay Marina taken from both the bow and stern with my moorage application **OR** I acknowledge these photos must be provided before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

_____ I have submitted current Washington State registration or U.S. Coast Guard documentation for the vessel to be moored at Shilshole Bay Marina **OR** I acknowledge these documents must be provided before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.

_____ I have submitted current proof of the minimum \$300,000 liability insurance for the vessel to be moored at Shilshole Bay Marina **OR** I acknowledge these insurance documents must be provided before I may moor a vessel at Shilshole Bay Marina if I have not yet purchased a vessel.