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AUTHORIZATION TO LIVE ABOARD

This Authorization to Live Aboard is for (check one):
Current moorage Customer _____ Sublease Customer _____

Customer Name (please print): _____ Slip #: _____
Phone: _____ Cell #: _____ Boat Name: _____

I hereby request permission to live aboard my vessel while moored in the marina indicated above. I also request permission for those persons listed below to live aboard my vessel. I understand that should I terminate my liveaboard status, or my liveaboard status otherwise be terminated, neither I nor the persons listed below will be able to live aboard my vessel as defined below (please print).

1) _____ (Relationship): _____ 2) _____ (Relationship): _____
3) _____ (Relationship): _____ 4) _____ (Relationship): _____

Liveaboard Definition:

A Liveaboard is defined as any person who sleeps aboard a vessel more than fifteen days in any month while the vessel is moored at the marina. Only the moorage customer or authorized sublease may apply for live aboard authorization.

Continuation of Liveaboard Agreement:

If for any reason, during the tenure of the liveaboard(s) listed above, the verbiage, conditions, or related rules, laws or regulations related to this agreement are changed, the most current version, tariff and procedures, will take precedence over this agreement.

Liveaboard Fee:

A monthly liveaboard fee, as published in the Port Ludlow Marina rates brochure, is required and is the responsibility of the current moorage customer. The fee will commence on the same month as liveaboard moorage was authorized by the Marina Office. Balances unpaid after 60 days (including monthly moorage, liveaboard fee and electrical costs) will be in default and moorage will be subject to termination. The fee will continue even if the customer is temporarily off the vessel or out of the slip.

Status Termination:

Liveaboard status may be terminated by the authorized person (moorage customer) on this agreement by written notice to the Marina Office. Notice of termination must be received in the Marina Office prior to the last day of the current month (e.g. received April 30th to be effective May 1st).



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Liveboard status:

Liveboard status may be terminated if the authorized person(s) on this agreement no longer sleeps aboard the vessel as per the definition above. However, those persons who will be temporarily not living aboard in the marina (not to exceed 12 months in an 18-month period including any sublease time) must advise the marina office in writing prior to leaving as to the dates leaving and returning to live aboard. The monthly liveboard fee will continue to be charged during this temporary absence.

Sublease Slip:

The current moorage customer per this agreement may sublease the above noted slip by completing a Marina Sublease Agreement and providing proof of insurance for the sublessee. All sublease agreements must be approved by the Marina Office in advance. The moorage customer will continue to pay the liveboard monthly fee during the duration of the sublease agreement. The moorage customer may charge the sublease customer the monthly liveboard fee regardless of whether the sublease customer is living aboard or not. Sublease customers who wish to live aboard as part of their sublease agreement are bound by all aspects of this authorization and the moorage agreement between the port and the moorage customer. Fees and charges (moorage, liveboard, electrical, etc.) must be paid directly by the moorage customer.

Security:

All liveboard tenants are encouraged to enhance marina security . This includes calling to the attention of the marina staff any possible or potential damage to vessels, piers, docks, or other parts of the marina facilities. Additionally, this may include unauthorized persons on piers or docks, possible theft, suspicious behavior, unsafe practices, or any other incidents that threaten the safety and security of the marina community. In case of fire or other emergency, liveboards should call 911.

Best Management Practices:

All liveboard tenants agree to comply with current Best Management Practices (BMP's) for the proper handling and disposal of fuel, oil, chemicals, hazardous waste, gray water and other solid waste. A copy of the document can be obtained on the Marina's website at www.portludlowresort.com/marina.

Customer Behavior:

Behavior that disturbs or creates a nuisance for others in the Marina is not permitted. Complaints regarding liveboard behavior shall be referred to the Marina Office. In case of Emergency, call 911. Repeated nuisance behavior will result in termination of this liveboard authorization and the moorage agreement.

Pets:

While on marina property, including the docks, pets are subject to Jefferson County Animal Control laws. This includes, but is not limited to, pet licensing, vaccination, and noise ordinances. Pet owners are responsible for controlling the behavior of their pet(s), keeping them on a leash (applies to all types of pets) and cleaning up after them in a timely way and manner. Moorage customers are responsible for their guests and their pets.



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Initial: ___ I understand that pet wastes are a source of fecal contamination to the waters of the marina, and all pet owners will clean up all wastes from their pet(s) and dispose of these wastes properly in the garbage disposal station.

Pet complaints or disputes will be referred to the Dock master. 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 type of animal (i.e. dog, cat, bird) and a description:

Type of Pet: _____ Breed: _____ Color: _____

Sewage Disposal:

Discharge of untreated sewage anywhere within the waters of Puget Sound, including Port Ludlow Marina and Port Ludlow Bay, 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 is not allowed within Port Ludlow Marina per moorage agreement.

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

Initial: ___ The vessel has no head (toilet) or has a compostable head. I only use shore side facilities. I understand that my vessel may be inspected by marina staff. I will notify the Marina Office immediately if a head is installed on my vessel.

Initial: ___ The vessel has a working portable toilet that is dumped at self-service port a potty dump located at the Fuel dock.

Initial: ___ The vessel has a working Type III Marine Sanitation Device (MSD III) that is pumped out regularly at the self-service pump out station located at the Fuel dock.

Liveboards must pump their holding tank monthly and document the pump out on the pump out log located at the fuel dock

Please Note: Repeated or willful noncompliance of proper sewage handling may result in termination of this Authorization to Liveaboard and/or the Moorage Agreement. The vessel MSD may be inspected if the vessel is suspected of non-compliant discharge.



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I agree that only the persons named in this agreement shall live aboard this vessel. No other person shall be permitted to live aboard. I agree that I will not rent, lease, or loan my boat as a domicile. This authorization to live aboard does not alter the rights and duties of the Port or the moorage customer under the separate moorage agreement.

I understand that failure to comply with marina regulations may result in termination of this authorization to live aboard and the moorage agreement. I have read and understand the Best Management Practices and the conditions to live aboard at Port Ludlow Marina as stated in this document and in the Tariff.

Customer Name (Printed): _____

Customer Signature: _____ Date _____

Authorized by (marina staff only): _____ Date _____