

NOTICE TO COMMERCIAL ENTERPRISES OF THE PORT OF EDMONDS

The Port of Edmonds does not recommend use of any specific business, but maintains a list for customer use and reference of commercial vendors who have provided the Port with proof of insurance and a signed Hold Harmless.

The Port of Edmonds Regulation, Section 17 applying to Commercial Work on Port Property is enclosed in this packet along with the Port of Edmonds Best Management Practices (BMPs) for the Marina, the Boatyard and Dry Storage. I encourage you and your employees to read them carefully so that all work on Port of Edmonds property is conducted in compliance with the BMPs.

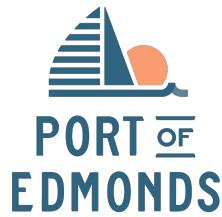
Those using Port property for commercial use must provide proof of one million dollars (\$1,000,000) single limit comprehensive general liability insurance "occurrence form", and the Port of Edmonds must be named as additional insured. In addition, each commercial user must execute a Hold Harmless Agreement.

Commercial users who fulfill the requirements of the regulations will be authorized to conduct business on Port property. Any Commercial enterprise that fails to provide proof of insurance and execute the Hold Harmless Agreement and/or comply with Port rules and regulations including but not limited to all Best Management Practices will be prohibited from conducting business on Port property.

All commercial vendors conducting business in the City of Edmonds are required to apply for a city business license. If you are a contractor coming to work on a specific project with offices located outside of the City of Edmonds, you will need a non-resident business license.

For additional information regarding requirements, please call our Administrative Offices at (425) 774-0549.

Thank you,
Brandon Baker
Executive Director
Port of Edmonds



COMMERCIAL USERS INFORMATION SHEET

Date: _____

PLEASE PROVIDE THE FOLLOWING:

BUSINESS NAME: _____

OWNERS NAME: _____

CO T CT: _____

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

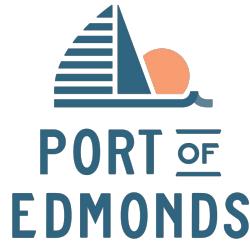
TYPE OF SERVICES PROVIDED:

INSURANCE COMPANY: _____

CONT CT: _____

POLICY NO.: _____ EXP. DATE: _____

***THANK YOU FOR PROVIDING THIS INFORMATION. PLEASE KEEP US
UPDATED WITH ANY CHANGES.***



471 Admiral Way · Edmonds, WA 98020-7214 · 425 774 0549 · 425 774 7837 FAX

PORT OF EDMONDS HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the PORT OF EDMONDS, a Washington municipal corporation located at 336 Admiral Way, Edmonds, Washington 98020, an owner, hereinafter referred to as "the Port" and _____ of _____ hereinafter referred to as "commercial enterprise".

WITNESSETH:

For and in consideration of the privilege of conducting commercial operations on or about Port property, the undersigned commercial enterprise hereby covenants and agrees:

I. GENERAL COVENANTS:

To not use nor permit the Port's property to be used for any purpose other than conducting its commercial operations and further covenants and agrees to execute and comply with all statutes, ordinance rules, orders, regulations, and requirements of federal, state, city, and the Port regulating the use of Port property. The Commercial Enterprise shall not use, nor permit the use of the Port premises in any manner that will tend to create a nuisance or tend to disturb other customers and tenants of the Port. The restrictions set forth in this paragraph shall extend to all agents and employees of the said commercial enterprise.

II. HOLD HARMLESS:

A. To protect, indemnify, and defend at its own expense, and to hold and save harmless the Port, its elected officials, agents and employees, their successors and assigns, heirs, executors, and administrators from and against all liabilities, obligations, fines, claims, claims for mechanics liens, damages, penalties, causes of action, costs and expenses (including without limitation attorney's fees and expenses), and any and all claims by or on behalf of any person or persons, firm or corporation, in connection with any such items of actual or alleged injury or damage;

arising out of acts or omissions of the commercial enterprise, its servants, agents, invitees, guests and employees on or about Port property, or

arising out of the use of Port property or any part thereof, including but not limited to, floats, docks or piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets or ways, or

- due to or arising out of any failure on the part of the commercial enterprise to perform or comply with any rule, ordinance, or law to be kept and performed.

B. THE UNDERSIGNED COMMERCIAL ENTERPRISE HEREBY WAIVES (GIVEN UP) ITS IMMUNITY UNDER THE INDUSTRIAL INSURANCE ACT RCW TITLE 51 AND/OR THE LONGSHOREMEN'S AND HARBOR-WORKERS' COMPENSATION ACT.

C. THE UNDERSIGNED COMMERCIAL ENTERPRISE HEREBY AGREES TO INDEMNIFY THE PORT FOR THE CONCURRENT NEGLIGENCE OF THE PORT AND THE UNDERSIGNED COMMERCIAL ENTERPRISE.

This indemnity agreement does not apply when such damage or injury is caused solely by negligent or intentional acts of the Port, its elected officials, agents or employees.

III. LIABILITY INSURANCE: To procure and maintain, at its own expense, comprehensive liability insurance in full force and effect at all times while operating on or about Port property, insuring the Port from all claims, demands and/or actions for injury and/or death of any person or persons and/or for damage to property and/or cargo, regardless of how such injury or damage to property and/or cargo be caused, sustained or alleged to have been sustained by said commercial enterprise or by other as a result of any condition or occurrence whatsoever related in any way to said commercial enterprise operation on or about Port property, in such amounts as to meet the minimum liability coverage specified below. Such insurance shall be placed with a reputable insurance company (ies) or underwriter(s) satisfactory to the Port. The insurance policy or policies shall be for standard comprehensive general liability (with the watercraft exclusion deleted), including contractual liability coverage under marine insurance, or both, as solely determined by the Port, covering all operations, of the commercial enterprise so that the risks of liability created by the commercial enterprise are covered. **The Port shall be named as an additional insured by endorsement to the policy or policies.** The Commercial enterprise shall furnish the Port with appropriate documentation in form and content satisfactory to the Port evidencing the coverage required to be kept is in full force and effect. The coverage shall not be less than \$1,000,000.00 combined single limit for property damage, bodily injury, or death. The insurance policy or policies shall not be subject to cancellation except after written notice to the Port at least ten (10) days prior to the date of such cancellation or material change. The insurance requirement under this paragraph shall, amongst other things, provide coverage for the indemnitor undertakings in Paragraph 1 above.

IV. INCREASE IN COST OF INSURANCE: To pay any and all costs identified by the Port as increases in the existing rates of Port insurance premiums occasioned by the undersigned's conducting its commercial operations on or about Port property.

V. JOINT, SEVERAL AND PERSONAL LIABILITY: In the event of the failure of the commercial enterprise to perform as herein specified, the undersigned as an individual signing for the commercial enterprise, personally guarantees the commercial enterprise's performance.

VI. CAPTIONS: The captions in the Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

VII. INVALIDITY OF PARTICULAR PROVISIONS: If any term or provision of the Agreement or the Application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of the Agreement or the Application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected thereby and shall continue in full force and effect.

COMMERCIAL ENTERPRISE

Business Name

Owner's Name **(please print)**

Owner's Signature

Address

City **State** **Zip**

Phone Number

Contractor's License No. (if applicable)

By signature hereto I acknowledge having read the foregoing and certify compliance therewith.

OWNERS/OFFICERS ARE SIGNING INDIVIDUALLY AND AS OFFICERS OF THE CORPORATION AS TO RESPONSIBILITIES AND OBLIGATIONS OF PERFORMANCE HEREIN RECITED.

17 COMMERCIAL WORK ON PORT PROPERTY

The Port does not recommend use of any specific business, but maintains a list for customer use and reference of commercial vendors who have provided the Port with proof of insurance and a signed Hold Harmless agreement.

17.1 REQUIREMENTS FOR COMMERCIAL VENDORS LIST

Businesses and/or individuals performing activities for fees including but not limited to mechanical and structural repairs, handling of hazardous materials, diving, canvas and sail repairs, equipment installation, service, repairs, boat cleaning, detailing and/or related apparatus maintenance are required to:

- 17.1.1 Provide the Port with a Certificate of Insurance showing General Liability Insurance in an amount not less than \$1,000,000 per occurrence. Insurance certificate shall list the Port as additional insured by endorsement. Insurance shall be provided by an insurance company with an A.M. Best rating of A- or better. Insurance shall be maintained and documentation shall be provided to the Port annually.
- 17.1.2 Execute a Port-approved Hold Harmless Agreement.
- 17.1.3 Follow Best Management Practices for the marina, boatyard and dry storage.
- 17.1.4 Maintain the appropriate City business license.
- 17.1.5 Follow all Port, local, state and federal requirements appropriate to their business and related activities.

17.2 KEYS

Commercial vendors who comply with the requirements above may purchase two dock keys with a deposit for each key. The privilege of having a set of keys is subject to continuous review by the Port and the Port may revoke the privilege at any time and for any reason.

17.3 PARKING PERMITS

Commercial vendors who comply with the requirements above may receive two parking permits. The second parking permit may be purchased for a fee.

17.4 CASUAL LABOR

If a boat owner chooses to use casual labor to accomplish a specific project aboard the boat, the boat owner is accepting full responsibility for any and all claims by or on behalf of any person or persons, firm or corporation, in connection with any such items of actual or alleged injury or damage arising out of acts or omissions of the casual laborer(s) on or about Port property, or arising out of the use of Port property or any part thereof, including but not limited to, floats, docks or piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets or ways, in-water activity or arising out of any failure on the part of the casual labor to perform or comply with any rule, ordinance, or law to be kept and performed.

The boat owner must inform the marina office when casual labor has been granted access to their boat. The Port may request that work be discontinued if it in any way violates marina rules and regulations, if it is beyond incidental services such as washing, detailing, or carpet cleaning and if it could be considered hazardous or of technical nature requiring the performer to be on the Port's vendor list and comply with commercial work rules on Port Property.

17.5 ENFORCEMENT

Those businesses who do not comply with Port rules and regulations including but not limited to all

Best Management Practices will be prohibited from conducting business on Port property.

PORT OF EDMONDS

MARINA BEST MANAGEMENT PRACTICES

Best Management Practices (BMPs) are intended to be practical and affordable actions that can reduce pollution at the source. Source control measures avoid more expensive technological requirements being placed on the Port and Port users by regulatory agencies. The Port of Edmonds is committed to preserving the surrounding environment by implementing Best Management Practices in accordance with the guidelines issued by the Washington State Department of Ecology and the requirements of the Federal Clean Water Act.

Commercial Activity

- All contractors and divers must have Port approved insurance and a copy of the Port's BMPs before performing any work on Port property. Copies of the BMPs are available at the Marina Operations office and the Port Administration building.
- Boat hulls with anti-fouling paint may not be scrubbed or cleaned in the marina by divers. Approved haul-out facilities must be used.
- Divers are not allowed to leave any sort of material in the water including film, debris or zinc. All divers must sign-in at the Marina Operations office before performing any work.
- Contractors must dispose of their own waste off site. The Port is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.

Engines and Bilges

- **Absolutely no oil, fuel, or anti-freeze is to be discharged into the marina.** Use absorbent pads to soak up oil and fuel in bilges. Pads are available, for purchase, from the fuel dock attendant.
- **Do not pump bilge water into the marina.** Port personnel can take up to five gallons of bilge water. For larger amounts contact a private contractor. Install a manual bilge pump shutoff switch to avoid discharging contaminated bilge water.
- Never drain oil, antifreeze or other liquids into the bilge. Use pumps to drain engine oil directly. Recycle all waste oil and antifreeze on shore.
- **Do not dispose of fuel, oil or filters in the dumpsters.** Dispose of spent absorbent pads, and recycle oil, antifreeze and oil filters at the Port's accumulation facility located at the northeast corner of the boatyard. Do not mix any other fluid with waste oil when pouring into recycling tanks. Waste oil contaminated with other materials cannot be readily recycled and disposal costs increase dramatically.
- **Do not use detergents or soaps to clean up fuel and oil spills.** While enzyme-based cleaners are safe to

use, it may take some time before the oil sheen is gone. It is best to remove contaminated water and dispose of it appropriately at on shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.

- In Washington State, boats that are over 26' in length are required to display an "Oil Discharge is prohibited" placard near the bilge pump switch (placards are available at most marine supply stores). Fines for discharging oil from a bilge can amount to as much as \$20,000 per day per violation.

Boat Fueling

- Report oil and fuel spills immediately to Marina Operations, Washington State's hotline at 1(800) OILS-911 and the National Response Center 1-800-424-8802. If you cause a spill, stop it at the source and start to clean it up immediately. Do not pour liquid detergent onto the spill; this is illegal, makes recovery impossible and makes the spill worse under the surface.
- **Do not "top-off" or overfill tanks.** Know your fuel tank capacity and don't wait for fuel to spill out of the overflow vent to indicate full. Remember warm weather and direct sunlight can cause expansion and a fuel vent spill. In-line fuel/air separators and indicator whistles can be installed to reduce fuel vent spills. Place a bucket or an absorbent pad at the fuel vent in case of accidental overflow. Special no-spill containers are available for this purpose.
- **Do not hose down accidental fuel spills.** Use absorbent pads when feasible.

Sewage

- **Do not discharge sewage directly overboard.** Discharge within three (3) miles of the coast (anywhere in Puget Sound) is illegal and subject to fines up to \$2,000.
- Y-valves must be safety wired to ensure sewage flows into holding tank only.

- Store sewage in holding tanks and dispose of properly at the pump-out station, located on the south side of the fuel dock, or use a pump-out service.
- **Gray Water:** Minimize detergent usage in on-board sinks and showers, use shore side facilities whenever possible.

Vessel Cleaning

- If cleaners are used, **no visible suds or discoloration of the water are permitted.**
- Scrub and rinse your boat often. A quick rinse after each outing reduces the need to scrub top-side with harsh cleaners. Use small amounts of phosphate-free and biodegradable soaps. Otherwise, use alternatives such as baking soda and vinegar as all-purpose cleaners.

Surface Preparation and Refinishing

- Report to Marina Operations when beginning a maintenance project to get the latest information regarding in-water maintenance.
- Cleaning, repair, modifications, and surface preparation or coating of any portion of a vessel's hull while the vessel is afloat is prohibited.
- Major work which involves more than 25% of the boats topside surface must occur on land. Schedule cosmetic work during annual haul-outs. Copies of *Boatyard Best Management Practices* are available at the Marina Operations Office.
- When stripping, sanding, scraping, painting, coating and/or varnishing any topside deck or superstructure of a vessel in-water, all particles, oils, grits, dusts, flakes, chips, drips, sediments, debris and other solids must be captured to prevent their release into the environment and entry into waters of the State. Painting and refinishing of boats topside (when in the water) is limited to minor touch ups.
- Tarps must be used to capture spilled paint. Any discharge to marina waters is a potential violation of state and federal law. Airborne particles may damage adjacent boats. The open water area between the hull and the dock must be tarped during rail work.
- Do not work from a float or small boat.
- Use of paint, thinners and varnish on dock is limited to containers of one (1) gallon in size or smaller.
- All paint mixing must be done on the shore, not the dock or the deck of the vessel. Paint cans should be placed inside some type of secondary containment that will catch spills. A five gallon plastic bucket works well for this purpose.

- Spray painting is not allowed while boats are in the water.
- **Do not dispose of paint or solvents in the Port dumpsters or any solid waste container.** Contact Port personnel for proper disposal or take to an off-site disposal facility. Use up remaining paint by spreading on the paint board in the Port's boatyard. Dry empty cans may be placed in the dumpster.

Hazardous Wastes

- **All hazardous waste must be disposed of properly.** Contact the Marina Operations Office for more information (425) 775-4588. No commercial wastes are acceptable.
 - Do not dispose of the following in the dumpsters or leave on the dock:
 - Fuel, used oil, used oil filters, antifreeze or transmission fluid
 - Paints, solvents or varnish
 - Batteries
 - Wet shop rags
 - Zincs
- Buy only the amount of materials you need. Take excess paints and chemicals home or dispose of them at the hazardous waste facility on site. **Do not discard these materials in the sewer or storm drains.**

Solid Waste Disposal

- Store all garbage for shore-side disposal. "If it goes aboard, it comes ashore."
- Dispose of all garbage in the dumpster located at the head of each dock.
- Collect all pet waste in plastic bags and dispose of in the dumpster.
- Let empty paint cans dry out completely before disposing of them in the dumpsters.
- Recycle aluminum, cardboard glass and newspapers in containers provided by the Port.

PORT OF EDMONDS
BOATYARD BEST MANAGEMENT PRACTICES (BMP's)

BMP-1 Before commencing any work, boatyard occupants are required to read and understand the BMP's and sign off on them.

BMP-2 Conduct all boatyard activities in accordance with the listed environmental Best Management Practices, to prevent water, soil and air pollution.

BMP-3 When stripping, sanding, scraping, painting, coating and/or varnishing any portion of the vessel, all particles, oils, grits, dusts, flakes, chips, drips, sediments, debris and other solids shall be collected and managed to prevent release into the environment. Drop cloths, tarps, drapes, shrouding or other protective devices are required to collect and manage such material and must be adequately secured around the vessel to resist wind from causing a release of collected solids. Port Employees will provide tape and plastic for use as drop cloths and enclosures. Any loose material on ground must be cleaned immediately following work.

BMP-4 Boatyard spaces must be cleaned daily, the Port will charge a clean up fee if spaces are not cleaned at the end of the day, min charge \$43.00 per person per 1/2 hour per day.

BMP-5 Drip pans or other containment devices shall be used during all petroleum product transfer operations. A spill response kit is available in the boatyard. Use oil absorbent pads to contain and clean up spills. Promptly notify the Port of any spills that enter or threaten to enter the storm drain.

BMP-6 No storage of paints, solvents and other chemicals is allowed on the ground under or around the boat.

BMP-7 No containers larger than 5 gallons allowed in the boatyard.

BMP-8 Bilges must be cleaned prior to doing work that penetrates the hull. Absolutely no bottom washing allowed.

BMP-9 No toxic, hazardous, or volatile material can be used in the boatyard or while boat is in slings. No oil, fuel, bilge, sewage or greywater shall be discharged from the vessel. A list of vendors providing holding tank pump out services is available in the operations office.

BMP-10 Contractors/vendors are responsible for disposing of all waste, no dumping of waste in the storm drains. Customers must dispose of collected waste solids in the waste solids drum provided by the Port and can dispose of used plastic or drop cloths to the dumpster once the collected solids have been removed.

BMP-11 All spray painting must be pre-approved by Port Operations Supervisor prior to starting work.

BMP-12 Only vacuum sanders or rotary tool meeting minimum performance standards for all antifouling paint removal are allowed. Non-vacuum grinders are prohibited.

BMP-13 Abrasive grit blasting and ice blasting are prohibited.

BMP-14 Boatyard occupants shall coordinate disposal of hazardous waste with Port Employee's who can assist with proper disposal of; absorbent pads, boat bottom sandings, oil filters and recycling of; fuel, used oil, antifreeze, transmission fluid, paints, solvents, varnish, bilgewater and batteries. A complete list of recyclable items can be found in the operations office.

BMP-15 The use of antifouling paint containing Tributyl Tin is prohibited. Non-copper bottom paint is encouraged.

BMP-16 Brooms, dust pans, and shop vacuums are available for check-out. If vacuums, dust pans and brooms are checked out it is the owners responsibility to return them when work is completed or the owner of the boat will be charged a replacement fee. Do not clean area by hosing down with water.

BMP-17 Zincks used as sacrificial anodes shall not be disposed of into the water or into the trash. Spent zincks are to be placed in the Port's covered container for recycling.

Please Note: There is a \$100.00 violation fee for any violation of the BMP's, rules and conditions.

Customer Initials _____ Date _____

PORT OF EDMONDS DRY STORAGE BEST MANAGEMENT PRACTICES

The Port of Edmonds is committed to preserving the surrounding environment and encouraging best management practices (BMPS) in accordance with the guidelines issued by the Washington State Department of Ecology and the requirements of the Federal Clean Water Act. You can obtain a full copy of the Marina, Boatyard and Dry Storage BMPs from Port staff.

VESSEL CLEANING

If cleaners are used, no visible suds or discoloration of the water is permitted. Use small amounts of phosphate-free and biodegradable soaps. Otherwise, use alternatives such as baking soda and vinegar as all-purpose cleaners.

SURFACE PREP AND REFINISHING OF BOATS NOT ALLOWED

No sanding, no painting above or below water line, no thinners or varnish, no pressure washing of boats. Any sanding, painting, use of thinners or varnish, pressure washing of the boat must be done in the boatyard.

ENGINES, BILGES, AND HAZARDOUS WASTE DISPOSAL

Never drain oil, anti-freeze or other liquids into the bilge. Use pumps to drain oil, anti-freeze and other liquids directly. The Port will accept up to five gallons of oily bilge water, anti-freeze, batteries, fuel, oil, as well as spent absorbent pads or filters at the hazardous waste station located in the northeast corner of the boatyard. Please contact Port staff for assistance. For larger amounts contact a private contractor.

SEWAGE

Y-valves must be safety wired to ensure sewage flows into holding tank only. Pump-out stations are located on the end of B-dock and on I-dock.

BOAT FUELING

No fueling of boats anywhere except at the fuel dock.

COMMERCIAL ACTIVITY

All contractors must have Port approved insurance and a copy of the Port's BMPs before performing any work on Port property. Contractors must dispose of their own waste off-site. The Port is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.