

**PORT OF SEATTLE – CRUISE TERMINALS OF AMERICA
HOLD HARMLESS AGREEMENT FOR VESSEL ACTIVITY**

The undersigned vessel owner, agent, or other duly authorized representative (“Owner”), agrees that Cruise Terminals of America, and/or the Port of Seattle, its Commissioners, officers, agents and employees (collectively named “CTA” and/or the “Port”), shall not be liable for any injury (including death) to any persons or for damage to any property sustained, or alleged to have sustained, as a result of or in connection with the following activity(ies) performed aboard or adjacent to the vessel named below:

The owner shall defend, indemnify, and hold CTA and/or the Port harmless from all liability and expense (including attorney’s fees) in connection with all claims, suits and actions, of every name, kind and description brought against CTA and/or the Port, by any person or entity as a result of or on account of actual or alleged injuries (including death) or damages to any persons (including but not limited to persons directly or indirectly employed by the owner, his/her contractors, subcontractors, or suppliers), entities, and/or property received or sustained, or alleged to have been received or sustained, in connection with the above activities, except where such injuries, death, or damages are caused by the sole negligence of CTA and/or the Port. Provided, however, that if and to the extent that this agreement is subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss, or expense arises from the concurrent negligence of (1) CTA and/or the Port and (2) the owner, the owner’s obligations of indemnity under this paragraph shall be effective only to the extent of the owner’s negligence.

The owner shall be liable to CTA and/or the Port for any loss, injury, or damage to CTA and/or the Port caused by the owner, all persons directly or indirectly employed by the owner, his/her contractors, subcontractors, or suppliers, in connection with or as a result of the above described activities.

The owner shall provide insurance in an amount and of such kind as CTA and/or the Port may require.

No vessel conversions are permitted while moored to any facility operated by CTA. No extensive repair work, outfitting, spray painting, sandblasting or sanding will be permitted. The WA State Department of Ecology prohibits extensive in-water repair to vessels. Extensive is defined as greater than 25% of the vessel’s surface area above the waterline. Owner agrees to limit vessel repair to minor modification to the superstructure, deck or hull. Allowable in-water activity includes engine repair or maintenance within engine spaces, topside cleaning and brightwork, electronic servicing and maintenance, vessel rigging or marine sanitation device servicing and repair that does not require haul out. No welding or hotwork, or bulk petroleum transfers of any kind shall be performed without first obtaining the proper permits from the Seattle Fire Department, 301, 2nd Avenue South, Seattle, WA 98104, (206) 386-1450, and registering the permit with Pier Management.

OWNER/AGENT		VESSEL NAME/NUMBER		
ADDRESS		CITY	STATE	ZIP CODE
PHONE	ETA: DATE	ETA: TIME	ETD: DATE	ETD: TIME
ITEMS TO BE LOADED/OFFLOADED				
			SFD PERMIT NUMBER	

I have read the foregoing conditions and certify my compliance by signature. I further understand that I will not permit, authorize or gain entry for anyone in non-compliance of Federal, State, City, or Port rules and regulations, best management practices, or any special instructions issued by Pier Management.

VESSEL OWNER/AGENT

Date: _____