



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, 317 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.