

2 **SB 5361** - H COMM AMD **ADOPTED 4-9-97**

3 By Committee on Transportation Policy & Budget

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5 Strike everything after the enacting clause and insert the  
6 following:

7 "NEW SECTION. **Sec. 1.** The legislature finds that when established  
8 route operations and normal user requirements are not disrupted  
9 Washington state ferries may be used for the transportation of  
10 hazardous materials under the chartering procedures and rates described  
11 in section 2 of this act.

12 NEW SECTION. **Sec. 2.** A new section is added to chapter 47.60 RCW  
13 to read as follows:

14 (1) The charter use of Washington State Ferry vessels when  
15 established route operations and normal user requirements are not  
16 disrupted is permissible.

17 (2) Consistent with the policy as established in subsection (1) of  
18 this section, the general manager of the Washington State Ferries may  
19 approve agreements for the chartering of Washington State Ferry vessels  
20 to groups or individuals, including hazardous material transporters, in  
21 accordance with the following:

22 (a) Vessels may be committed to charter only when established route  
23 operation and normal user requirements are not disrupted or  
24 inconvenienced. If a vessel is engaged in the transport of hazardous  
25 materials, the transporter shall pay for all legs necessary to complete  
26 the charter, even if the vessel is simultaneously engaged in an  
27 operational voyage on behalf of Washington state ferries.

28 (b) Charter rates for vessels must be established at actual vessel  
29 operating costs plus fifty percent of such actual costs rounded to the  
30 nearest fifty dollars. Actual vessel operating costs include, but are  
31 not limited to, all labor, fuel, and vessel maintenance costs incurred  
32 due to the charter agreement, including deadheading and standby.

33 (c) Recognizing the need for stabilized charter rates in order to  
34 encourage use of vessels, rates must be established and revised July  
35 1st of each year and must remain fixed for a one-year period unless

1 actual vessel operating costs increase five percent or more within that  
2 year, in which case the charter rates must be revised in accordance  
3 with (b) of this subsection.

4 (d) All charter agreements must be in writing and substantially in  
5 the form of (e) of this subsection and available, with calculations,  
6 for inspection by the legislature and the public.

7 (e) Parties chartering Washington State Ferry vessels shall comply  
8 with all applicable laws, rules, and regulations during the charter  
9 voyage, and failure to so comply is cause for immediate termination of  
10 the charter voyage.

11 "CHARTER CRUISE AGREEMENT

12 On this . . . . day of . . . ., . . . ., Washington State Ferries  
13 (WSF) and . . . ., hereinafter called Lessee, enter into this  
14 agreement for rental of a ferry vessel for the purpose of a charter  
15 voyage to be held on . . . ., the parties agree as follows:

16 1. WSF agrees to supply the vessel . . . . (subject to change)  
17 for the use of the Lessee from the period from . . . . to . . . .  
18 on . . . . (date).

19 2. The maximum number of passengers; or in the case of hazardous  
20 materials transports, trucks and trailers; that will be accommodated on  
21 the assigned vessel is . . . . This number MAY NOT be exceeded.

22 3. The voyage will originate at . . . ., and the route of travel  
23 during the voyage will be as follows:  
24 . . . .

25 4. The charge for the above voyage is . . . . dollars (\$ . . . )  
26 plus a property damage deposit of \$350 for a total price of \$ . . . .,  
27 to be paid by cashier's check three working days before the date of the  
28 voyage at the offices of the WSF at Seattle Ferry Terminal, Pier 52,  
29 Seattle, Washington, 98104. The Lessee remains responsible for  
30 property damage in excess of \$350.

31 5. WSF is responsible only for the navigational operation of the  
32 chartered ferry and in no way is responsible for directing voyage  
33 activities, providing equipment, or any food service.

34 6. Other than for hazardous materials transport, the voyage  
35 activities must be conducted exclusively on the passenger decks of the

1 assigned ferry. Voyage patrons will not be permitted to enter the  
2 pilot house or the engine room, nor shall the vehicle decks be used for  
3 any purpose other than loading or unloading of voyage patrons or  
4 hazardous materials.

5 7. If the Lessee or any of the voyage patrons will possess or  
6 consume alcoholic beverages aboard the vessel, the Lessee must obtain  
7 the appropriate licenses or permits from the Washington State Liquor  
8 Control Board. The Lessee must furnish copies of any necessary  
9 licenses or permits to WSF at the same time payment for the voyage is  
10 made. Failure to comply with applicable laws, rules, and regulations  
11 of appropriate State and Federal agencies is cause for immediate  
12 termination of the voyage, and WSF shall retain all payments made as  
13 liquidated damages.

14 8. WSF is not obligated to provide shoreside parking for the  
15 vehicles belonging to voyage patrons.

16 9. The Lessee recognizes that the primary function of the WSF is  
17 for the cross-Sound transportation of the public and the maintaining of  
18 the existing schedule. The Lessee recognizes therefore the right of  
19 WSF to cancel a voyage commitment without liability to the Lessee due  
20 to unforeseen circumstances or events that require the use of the  
21 chartered vessel on its scheduled route operations. In the event of  
22 such a cancellation, WSF agrees to refund the entire amount of the  
23 charter fee to the Lessee.

24 10. The Lessee agrees to hold WSF harmless from, and shall process  
25 and defend at its own expense, all claims, demands, or suits at law or  
26 equity, of whatever nature brought against WSF arising in whole or in  
27 part from the performance of provisions of this agreement. This  
28 indemnity provision does not require the Lessee to defend or indemnify  
29 WSF against any action based solely on the alleged negligence of WSF.

30 11. This writing is the full agreement between the parties.

31 . . . . . WASHINGTON STATE FERRIES

32 Lessee

33 By: . . . . . By: . . . . .

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General Manager " "

--- **END** ---