

CERTIFICATION OF ENROLLMENT

**SENATE BILL 5361**

55th Legislature  
1997 Regular Session

Passed by the Senate April 19, 1997  
YEAS 48 NAYS 0

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**President of the Senate**

Passed by the House April 9, 1997  
YEAS 96 NAYS 2

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**Speaker of the  
House of Representatives**

Approved

CERTIFICATE

I, Mike O Connell, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SENATE BILL 5361** as passed by the Senate and the House of Representatives on the dates hereon set forth.

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**Secretary**

FILED

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**Governor of the State of Washington**

**Secretary of State  
State of Washington**

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**SENATE BILL 5361**

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AS AMENDED BY THE HOUSE

Passed Legislature - 1997 Regular Session

**State of Washington                      55th Legislature                      1997 Regular Session**

**By** Senators Wood, Haugen, Prince, Goings, Horn, Patterson, Benton and Winsley

Read first time 01/24/97. Referred to Committee on Transportation.

1            AN ACT Relating to the charter use of Washington state ferries for  
2 transporting hazardous materials; adding a new section to chapter 47.60  
3 RCW; and creating a new section.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

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

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

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

15           (2) Consistent with the policy as established in subsection (1) of  
16 this section, the general manager of the Washington State Ferries may  
17 approve agreements for the chartering of Washington State Ferry vessels

1 to groups or individuals, including hazardous material transporters, in  
2 accordance with the following:

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

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

14 (c) Recognizing the need for stabilized charter rates in order to  
15 encourage use of vessels, rates must be established and revised July  
16 1st of each year and must remain fixed for a one-year period unless  
17 actual vessel operating costs increase five percent or more within that  
18 year, in which case the charter rates must be revised in accordance  
19 with (b) of this subsection.

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

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

27 "CHARTER CRUISE AGREEMENT

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

32 1. WSF agrees to supply the vessel . . . . (subject to change)  
33 for the use of the Lessee from the period from . . . . to . . . .  
34 on . . . . (date).

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

1 3. The voyage will originate at . . . . ., and the route of travel  
2 during the voyage will be as follows:  
3 . . . . .

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

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

13 6. Other than for hazardous materials transport, the voyage  
14 activities must be conducted exclusively on the passenger decks of the  
15 assigned ferry. Voyage patrons will not be permitted to enter the  
16 pilot house or the engine room, nor shall the vehicle decks be used for  
17 any purpose other than loading or unloading of voyage patrons or  
18 hazardous materials.

19 7. If the Lessee or any of the voyage patrons will possess or  
20 consume alcoholic beverages aboard the vessel, the Lessee must obtain  
21 the appropriate licenses or permits from the Washington State Liquor  
22 Control Board. The Lessee must furnish copies of any necessary  
23 licenses or permits to WSF at the same time payment for the voyage is  
24 made. Failure to comply with applicable laws, rules, and regulations  
25 of appropriate State and Federal agencies is cause for immediate  
26 termination of the voyage, and WSF shall retain all payments made as  
27 liquidated damages.

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

30 9. The Lessee recognizes that the primary function of the WSF is  
31 for the cross-Sound transportation of the public and the maintaining of  
32 the existing schedule. The Lessee recognizes therefore the right of  
33 WSF to cancel a voyage commitment without liability to the Lessee due  
34 to unforeseen circumstances or events that require the use of the  
35 chartered vessel on its scheduled route operations. In the event of

1 such a cancellation, WSF agrees to refund the entire amount of the  
2 charter fee to the Lessee.

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

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

10 . . . . . WASHINGTON STATE FERRIES

11 Lessee

12 By: . . . . . By: . . . . .

13 General Manager"

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