



FISHERIES/WILDLIFE PERMITS DEPARTMENT
6406 Marine Drive, Tulalip, WA 98271
Phone (360) 716-4600; FAX (360) 716-0642
Hotline Fin Fish (360) 716-4605 for Shellfish (360) 716-4607

Dear Fish Buyer:

This letter is written in conjunction with the Fish Buying Contract for the 2016-2017 fishing season. We are writing to stress the importance of certain factors that are included in the contract. Please note that the contract contains provisions (sections 2.1 and 2.5); which provide for monetary penalties for fish tickets that are sent in late, incorrectly filled out and/or if the fish buyer fails to deliver the proceeds of the fish tax withheld within the time designated by the contract. Also, the contract includes a provision that buyers agree to be subject to tribal court for resolution of disputes arising from this agreement.

All fishermen must use "Owner"-Treaty Indian Fishing Identification card to sell their fish. If a fisherman has lost their Identification Card, and the Northwest Indian Fisheries Commission is closed, a "Delay of Process" form may be issued by the Tulalip Fisheries Department. This Permit is valid for 30 days in which the fisherman is required to get their new Identification card. Fisherman will not obtain a permit sticker to accompany Delay of Process Permit. The sticker will be affixed to the photo ID card when it is issued. It is illegal for fishermen to use another person's identification card. Any person, who sells fish without proper permit/card or Delay of Process form, will be charged with the offense of illegal or prohibited sales under Tulalip Tribal Code Title 8 Chapter 8.05.

Fish buyers are reminded that 3% fish tax must be taken from each Treaty Indian Fish Receiving Ticket. For Geoduck Fisheries, the Tulalip monitor will have the current information on fish tax. **This amount is due to the Tulalip Tribes Fisheries Department within 30 days or you may be subject to legal action and monetary penalties as described in the contract.**

The Washington Department of Fish and Wildlife, Data Processing division, has modified error coding on Fish Receiving Tickets. This will enable them to simplify their process and to identify violations. The new error codes are as follows:

1. No fishermen and/or No fish buyer imprinter card on Fish Receiving Ticket.
2. No fisherman signature on Fish Receiving Ticket.
3. No fish buyer/dealer signature on Fish Receiving Ticket.
4. Illegible imprinter card by fisherman and/or fish buyer (fisherman I.D.#, Tribe #, or Fish buyer # are illegible) on Fish Receiving Ticket.
5. Data omitted on Fish Receiving Ticket (species, value, harvest area, amount of harvest catch area, Landing data, gear code).

The Tulalip Fisheries Department wants to emphasize the importance of reporting all unsold fish in the take home fish section of the Treaty Indian; Fish Receiving Ticket. All Fish Caught must be accounted for.

We wish to thank you in advance for abiding by the Tribal Policies and Procedures stated in the contract. If you have any questions regarding the contract, do not hesitate to contact us immediately. The Tulalip Tribes Fisheries Department and the Tulalip Fishermen look forward to doing business with you.

Sincerely,

Jason Gobin
Fish & Wildlife Director



FISHERIES/WILDLIFE PERMITS DEPARTMENT

6406 Marine Drive

Tulalip WA 98271

Phone (360) 716-4600 FAX (360) 716-0614

FISH BUYING CONTRACT

THIS CONTRACT is made this _____ day of _____, _____ between
day month year

_____, hereinafter called "**Fish Buyer**", and **THE TULALIP TRIBES OF WASHINGTON** hereinafter called the "**Tribe**". The term of this contract shall be for the 2015-16 fishing Season, which begins on **April 1, 2016 and ends March 31, 2017.**

The parties to this agreement, in consideration of the mutual benefits, covenants and stipulations set out herein, agree as follows:

- 1.0 This paragraph defines all terms used throughout this agreement will carry the definition as set out in this paragraph.
 - 1.1 "**Tribal fishermen**" is an **enrolled member** of the **Tulalip Tribe** who is exercising their tribal fishing right or who is assisting in the exercise of such right pursuant to the tribal authorization.
 - 1.2 "**Commercial fish seller**" a person who for commercial purposes, sells at retail or wholesale prices fish he/she has caught himself/herself, whether such fish are processed or not, including but not limited to smoking.
 - 1.3 The "**tribal jurisdiction**" shall apply to the full extent of the jurisdiction of the Tulalip Tribes of Washington: and shall apply in conformity with all agreements or other cooperative arrangements entered into by the tribal access to available fisheries and provide effective fisheries management. "Tribal jurisdiction" is further set forth in section 4.0 of Ordinance No 51, the fishing ordinance, and shall be interpreted consistent with that section.
 - 1.4 A "**fish buyer**" is any person, firm or entity that purchases fish from a "**tribal fishermen**" who caught the fish for commercial purposes and/or resale, or from a "commercial fish seller" within the Tribe's jurisdiction.
 - 1.5 "**The Tulalip Tribes of Washington**" (Tribe) refers to the governing body of the Tulalip Tribes of Washington acting through the **Tulalip Board of Directors.**
 - 1.6 "Tribal fish tax" refers to the tax imposed pursuant to section 15 of Ordinance No. 51 on each sale of fish and/or shellfish by anyone exercising commercial fishing rights. The tax is measured by the gross sale price of each sale of fish and/or shellfish. The amount of tax is the amount set by the Tulalip Board of Directors on gross amount of each sale as established annually or at the previous year's rate, if no new rate is set.
 - 1.7 The "**Fisheries Director**" is a person who is appointed by the Tulalip Board of Directors. The Fisheries Director responsibilities are described in the Tulalip Fishing Ordinance.
 - 1.8 "**Fishing Closure**" The Tulalip Indian Reservation and all waters off the reservation fished by the Tulalip Tribes of Washington, all types and methods of fisheries therein are closed to the taking of anadromous fish unless specifically opened by regulation promulgated under Ordinance No. 51. Fishing closure also refers to tribal closures for other types of fish harvest by tribal regulation.
 - 1.9 "**Tribal fishing permit**" or "**identification card**" for the purposes of this agreement shall be an embossed identification card issued or approved by the tribal council for the purpose of identifying the holder as eligible to sell fish, and commonly referred to as an "owner's card".

- 1.10 The term “**fish**” means any and all types of fish or shellfish, which can be used as seafood.
- 1.11 “**Fish Tickets**” shall mean those forms which are issued by the Washington State Department of Fisheries, whose format has been agreed to by the state and treaty tribes, to eligible fish buyers which are to be filled out at each and every sale of fish.
- 2.0 Fish buyer agrees to abide by the following affirmative duties and restrictions.
- 2.1 Fish buyer will pay a season non-refundable fee of \$100.00 per boat/station to the tribe. No bond is required of those fish buyers who are in good credit standing with the tribe. **However a bond is required for new registered buyers, those fish buyers who have had delinquent accounts during the last five (5) years.** Fish buyers who have failed to make arrangements with the Tulalip Tribes to bring their account up to date will not be able to receive a commercial buyer permit.
- 2.2 To purchase fish from tribal fishermen and/or commercial fish sellers at a competitive price, this means no less than the average price per pound of species type within the greater Puget Sound area.
- 2.3 To withhold and remit to the Tulalip Tribes of Washington the tribal fish tax at the time set forth in paragraph 2.4 for each sale of fish and/or shellfish.
- 2.4 **To remit proceeds of fish tax per the pre-arranged terms set by the Fisheries Director, within 30 days of its receipt by the fish buyer.**
- 2.4.1 Each payment of fish tax proceeds shall be verified against the fish tickets of the sale.
- 2.5 **If fish buyer fails to deliver the proceeds of the fish tax withheld within the time designated by this agreement, the Tribe shall charge interest at the highest rate allowed by law on those un-remitted proceeds until received.. If Tribe is required to bring collection action to collect delinquent fish taxes, the buyer agrees that it shall be obligated to pay all the tribe’s costs, expenses and attorney fees incurred in the collection, and applicable penalties.**
- 2.6 No fish may be bought by a fish buyer from a tribal fishermen or commercial fish seller five (5) hours after a tribal fishing closure of area where the fish were caught, until the fishery is again opened. A buyer must contact the Fisheries Director or his designee, each day that he wishes to buy fish from tribal fishermen, to determine the tribally closed areas and the times of closure.
- 2.7 No fish can be bought by a fish buyer from a tribal fishermen or commercial fishermen unless the fish are accompanied by valid and current, embossed tribal fishing identification (“owner’s”) card. The card must be used to imprint the fish ticket at the time of purchase, and the tribal fishermen or commercial fish seller must sign the fish ticket. A valid and current “Delay of Processing Form” may be used if authorized and signed by Fisheries Director.
- 3.0 In consideration for being granted a permit, the fish buyer agrees that the Tulalip Tribal Court shall have jurisdiction over any action to enforce this agreement and/or collect delinquent fish taxes, penalties, costs and attorney’s fees.
- 3.1 All claims or disputes between the Tribe and fish buyer arising out of or relating to this Agreement, payment of fish taxes or any related disputes, shall be decided by the Tulalip Tribal Court. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. The fish buyer hereby waives any right it may have to object to personal or subject matter jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the Tulalip Tribal Court shall have in personal and subject matter jurisdiction for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Fish buyer hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against Fish buyer in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

**FISHERIES/WILDLIFE PERMITS DEPARTMENT
6406 Marine Drive, Tulalip WA 98271**

FISH BUYER PERMIT

Fishing Season: 2016-2017 (4/1/2016 – 3/31/2017)

Wholesale License #: _____

Shell Stock Shipper #: _____

BUSINESS NAME: _____

DEALER NAME: _____

BUSINESS ADDRESS: _____

MAILING ADDRESS: _____

NAME OF BOAT/BUYERS: _____

PHONE: WORK _____ HOME/CELL _____ FAX _____

I have reviewed the attached Fish Buying Contract and will agree to purchase fish from Tulalip Tribal authorized fishermen on the terms provided. I do hereby agree to abide by all decisions of the Tulalip Tribes Board of Directors and or designee and applicable State and Federal regulations in conducting fish buying operations.

Dated the _____ day of _____ 20__

AUTHORIZED SIGNATURE

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Fish Tickets:

The Tulalip Tribes Fisheries Department requests that all Tribal copies of Fish Tickets be faxed or mailed to the following address within 24 hours of fishery landings. If Fish Tickets are faxed, please send the original Tribal copies within 7 days of landings. Fish Tax should be remitted within 30 days of receipt of sale. For Geoduck Sales, the Fish Ticket and Fish Tax must be given to the monitor at the time of the Geoduck Weigh-out.

Tulalip Fisheries Department
6406 Marine Drive
Tulalip, WA 98271
FAX: 360-716-0642

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OFFICE USE ONLY – To be filled out by Tulalip authorized staff:

Permit No: _____ Expiration Date: 3/31/2017

Number of buyers: _____ Total @ (\$100.00per buyer): _____ Check No/Cash: _____

Permit Issued by: _____ Receipt No: _____

Date Permit Issued: _____

If disapproved write reason: