

ATTACHMENT A
CITY OF HOMER, PORT & HARBOR DEPARTMENT
VESSEL MOORAGE AGREEMENT

Vessel Name: _____ Make: _____ Power Sail

NUMBERS: DOC-AK-HN: _____ ADF&G: _____

Length Overall: _____ Beam: _____ Draft: _____ Gross Tons: _____ Keel Width: _____

Hull Color: _____ House Color: _____ Hull Material: _____

PRIMARY Commercial Tow Commercial Fish Pleasure Other FUEL Gas
USE ONLY: Commercial Freight Charter Passenger _____ Diesel

Hailing Port: _____ Port of Registry: _____

Radio Call Signs & Channels: VHF _____ SSB _____ CB _____

Life Rafts Life Saving Equipment: _____

Owner: _____ SSN (optional): _____

Dr. Lic. #: _____ State of Issue: _____ Fed. Tax ID: _____

Phone: Home: _____ Work: _____ Cell Phone: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____

Operator: _____ Lessee: _____ SSN (optional): _____

Dr. Lic. #: _____ State of Issue: _____ Telephone: _____

Phone: _____ Cell Phone: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

HOW TO REACH IN AN EMERGENCY: _____

LOCAL CARETAKER OR CONTACT: _____

(signature required on bottom of other side)

CITY USE ONLY	
<u>Transient</u>	<u>Reserved</u>
	Acct #: _____ Stall: _____
	Name: _____
	Anniv. Date: _____
	Date Payment Due: _____



TERMS AND CONDITIONS OF VESSEL MOORAGE AGREEMENT

This agreement, including the reverse side (Attachment A), is between the City of Homer, Alaska ("City") and the vessel owner or operator, ("Owner"). City and Owner agree as follows:

1. **Moorage Space:** City grants to Owner permission for the vessel designated on Attachment A only (the "Vessel") to occupy moorage space, subject to these terms and conditions. If this agreement provides for assignment of a reserved stall to Owner, Owner shall have the right only to preferential use of such assigned stall, and the City shall have the discretion to change any stall assignment, allow other boats to occupy such stall at any time that the Vessel is absent from such stall, and Owner is entitled to no refund or reduction in the moorage fee or other charges provided herein. If the moorage status designated herein is transient, Owner is not assigned any stall on a preferential or indefinite basis, and agrees that City has the right in its discretion to move, or to require Owner to move, its Vessel to any stall or other location at any time and for any purpose.

2. **Fees and Charges:** Owner agrees to pay when due current moorage fees and other charges, together with any accrued interest or surcharges, as may be established by the Harbor Tariff. All delinquent fees and charges become a lien on the Vessel and its gear and equipment. The City reserves the right to change the moorage fees and other charges, including advanced deposits, at any time during the term of this agreement, and Owner agrees to pay such increased fees and charges as of their effective date. If this agreement provides for assignment of a reserved stall, moorage fees shall be paid annually on the date provided herein, without any prior billing or notice, and are considered delinquent thereafter. Any deposits may be applied to accounts 30 days overdue. Reductions in the moorage fee due to an amended moorage agreement are not retroactive and Owner is not entitled to any adjustment of the moorage fees already due or paid.

3. **Compliance with Laws and Regulations:** Owner agrees to comply with all applicable federal, state, and local laws and regulations and special instructions issued by the Harbormaster. For reserved stall holders, Owner further agrees to notify Harbormaster whenever Vessel shall be absent from its moorage for more than five days and 24 hours or more prior to re-entry. Owner hereby grants City, its employees, and agents access to the Vessel for purposes of inspection for compliance with this agreement, movement of the Vessel to prevent or protect against any casualty or potential hazard. City does not assume any responsibility to take such action or for damage to the Vessel, its equipment, or contents by taking any such action.

4. **No Sale or Assignment of Moorage Space:** Owner acquires no property or ownership rights by virtue of this agreement, and Owner's rights under this agreement are not transferable to any other person or entity. Owner may not use any moorage space for any boat other than the Vessel without express City authorization by means of an amendment to this agreement: Owner shall notify City within fifteen (15) days of any sale or transfer of the Vessel, and provide the name and mailing address of the purchaser or transferee. Owner shall remain responsible for fees and charges incurred during the term of this agreement, despite any transfer of rights in the vessel.

5. **Termination:** The City shall have the right to terminate this agreement summarily by giving notice in the event of any violation of the agreement, including but not limited to failure to comply with applicable laws, regulations, or rules. The remedy in this paragraph is in addition to and not in lieu of any other remedies which the City may have in this agreement by statute, City ordinance, or otherwise.

6. **City's Right to Remove or Impound:** City shall have the right to remove the Vessel from the Harbor at the Owner's risk and expense, and/or impound and sell at public auction or dispose of the Vessel, its equipment, and furnishings in any circumstances where such action is provided for in City ordinances or upon termination of this agreement. Removal or impounding of vessels shall be subject to the procedures contained in Section 10.04 of the Homer City Code. Without limiting the foregoing, in the event the moorage fees or any other charges which have accrued in favor of City become more than thirty (30) days past due, City has the right to impound the Vessel, its tackle, fixtures, equipment and furnishings, and pursuant to notice, auction, sell or dispose of the same unless all charges then owing and any charges accruing thereafter (including interest charges and administrative fees as established by the City and available for review at the City office or harbor) have been timely and fully paid.

7. **WAIVER OF RESPONSIBILITY AND INDEMNITY:** (1) It is mutually agreed that City does not accept the Vessel for storage and shall not be liable or responsible in any manner at any time for its safekeeping. City has no obligation or duty to provide services to the Vessel to protect it from damage. If City, in its sole discretion, provides services, repairs, or salvage to the Vessel for its protection, Owner agrees to pay charges at the rates provided for in City ordinances. It is further agreed that City will not be liable or responsible for taking such actions or for any personal injuries or damage to property suffered by Owner or his agents or invitees arising from any cause upon harbor facilities, or any premises adjacent thereto. (2) Owner agrees to defend, indemnify, and hold City, its employees, agents and representatives harmless from any claims, demands, loss, damage, expense of any kind (including, but not limited to claims for personal injury, death, environmental pollution, property damages or employee liability) ("Claim") arising out of, resulting from, or in any way connected with this agreement or the use of the Harbor or its facilities hereunder by Owner, his agents, invitees, passengers or employees; provided only this duty to defend, indemnify and hold harmless shall not apply if the Claim arises ONLY out of the sole negligence or intentional misconduct of the City.

8. **Term:** This agreement shall become effective on the date stated herein and shall remain in force until terminated by either party after thirty (30) days' written notice or by City pursuant to paragraph 5. If the moorage status is designated herein as transient, the agreement shall expire automatically on the designated expiration date, unless expressly renewed and advance payment of all fees has been made. If the Vessel remains in the Harbor after termination or automatic expiration, Owner shall pay daily transient fees, and no refund or credit shall be granted for fees paid at a higher rate if an agreement is later executed by Owner providing for a lower rate.

9. **Notice:** Billings and notices will be mailed to Owner at the address indicated herein, unless Owner has given Harbormaster's office written notice of change. Billings and notices shall be deemed delivered on the date upon which City deposits such in the United States mail, with proper postage, addressed to Owner at the address indicated herein or at the latest billing address of which Owner has provided Harbormaster's office written notice. The names and address provided on this agreement and on Attachment A are subject to public disclosure.

10. **Insurance:** All vessel owners shall maintain in effect during the term of this moorage agreement, liability insurance covering vessel owner's employees, invitees, guests, or passengers and covering damages or potential damage that may be caused to other vessels and/or facilities by the operation of the vessel. If the vessel carries passengers for hire, the liability insurance shall cover bodily injury, including death, in an amount not less than \$100,000 per person, \$300,000 combined single limit per occurrence (including property damage) and vessel owner shall have the City of Homer named as an additional insured with waiver of subrogation on any policy of liability insurance.

11. **Underway Policy:** On at least two days in each calendar year, separated by at least 60 days, a vessel moored in the Homer harbor shall depart under its own power from the Homer harbor and travel beyond the one quarter mile turning basin of the Pioneer and Deep Water Docks before returning under the vessel's own power to the Homer harbor. The moorage charge for a vessel that fails to comply with this requirement shall be increased by 50% commencing at the time the vessel fails to comply and continuing during the period of non-compliance.

12. **Entire Agreement-Applicable Law:** This constitutes the entire agreement between the parties. No modification or amendments of this agreement shall be valid unless evidenced in writing and signed by both parties. This agreement shall be governed by the laws of the State of Alaska.

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN AND CERTIFY THAT I AM AN OWNER OR OPERATOR OF THE VESSEL DESCRIBED ON ATTACHMENT A, AND THAT I AM PERSONALLY RESPONSIBLE FOR PAYMENT OF ALL FEES AND CHARGES INCURRED UNDER THIS AGREEMENT.

Signature: _____

Date: _____

Printed Name: _____