

**SELDOVIA BOAT HARBOR
VESSEL MOORING AGREEMENT**

VESSEL NAME _____ ADFG _____ TYPE: M/V F/V

HAILING PORT _____ AK# _____ S/V C/V

PORT OF REGISTRY _____ FED _____

LENGTH (O.A) _____ BEAM _____ DRAFT _____ WEIGHT _____ YR. BUILT _____

VESSEL DESCRIPTION:

HULL COLOR: _____ HOUSE COLOR: _____ HULL MATERIAL: _____

FUEL: DIESEL _____ GAS _____ SAIL _____ OTHER _____

USE: PLEASURE _____ PASSENGER _____ COMMERCIAL _____ CHARTER _____

RADIO CALL: CB _____ VHF _____ SSB _____

REGISTERED OWNER (S) _____

DR. LIC# _____ STATE OF ISSUE _____ DOB _____

MAILING ADDRESS _____ CITY _____ STATE _____

TELEPHONE NUMBER _____ CELL NUMBER _____ ZIP _____

HOW TO REACH IN EMERGENCY _____

AGENT OR OPERATOR _____

MAILING ADDRESS _____ CITY _____ STATE _____

TELEPHONE _____ CELL _____ FAX _____ ZIP _____

DR.LIC. # _____ STATE OF ISSUE _____ OR ID# _____

CITY USE ONLY

STATUS: RESERVED STALL _____ DATE ASSIGNED _____

TRANSIENT _____ DAILY _____ MONTHLY _____ SEMI-ANNUAL _____ ANNUAL _____

SIGNATURE REQUIRED ON THE BACK OF THIS SHEET

TERMS AND CONDITIONS OF VESSEL MOORAGE AGREEMENT

This Vessel Moorage Agreement (VMA), is between the City of Seldovia, Alaska, Drawer B, Seldovia, Alaska 99663 ("City") and the undersigned vessel owner or operator (hereafter collectively called "Owner"). In consideration of the mutual terms and conditions herein, City and Owner agree as follows.

1. Moorage Space: City grants to Owner a license for only the vessel designated herein ("the Vessel") to occupy moorage space, as indicated herein, at the city's Small Boat Harbor ("Harbor") subject to the terms and conditions herein. 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 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 license fee or other charges provided herein. If the moorage, status designated herein is transient, Owner is not assigned a

stall on 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: For moorage space and other services and items provided, Owner hereby agrees to pay when due the then-current license fees and other charges, together with any accrued interest or surcharges, as established by the City Council from time to time. Owner agrees that all delinquent fees and charges become a lien on the vessel and its gear and equipment. The City reserves the right to change the license 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, license fees shall be paid annually on the date provided herein, without any prior billing or notice, and are considered delinquent thereafter. Any reduction in the moorage fee due to a substituted or amended moorage agreement is not applied retroactively and the owner or operator is not entitled to a refund or pro rata 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, statutes, and ordinances, and all rules, regulations, procedures, and special instructions issued by the Harbormaster and/or his agents. A copy of the City's currently effective ordinances, regulations, and rules is available for review in the office of the Harbormaster, Owner understands that City may amend its ordinances, regulations, and rules and agrees to comply with such amended or new ordinances, regulations, and rules. Owner hereby grants City, its employees, and agents unhindered access at all times to the Vessel for purposes of inspection for compliance with this agreement, movement of the Vessel, fighting of fire other casualty, and to prevent any casualty or potential hazard. However, as provided in paragraph 8, City does not assume any responsibility for damage to the Vessel, its gear, equipment, or contents by taking any such action.

4.Stall Changes: The City reserves the right to change any stall assignment provided for herein and to move the Vessel as necessary for the efficient operation of the Harbor or for other causes.

5.Sale or Assignment of Moorage Space: Owner acquires no property or ownership rights in any reserved stall or any moorage space by virtue of this agreement. Owner shall not sell, assign, lease or transfer this agreement and/or the use of any stall or moorage space to any other person or entity. Owner may not use, or allow use of, any stall or moorage space for any boat other than the Vessel described herein without express City authorization by means of an amendment to this agreement. Owner shall notify City within fifteen (15) days of any sale, assignment, lease or transfer of the vessel, or Owner's interest therein, or loss to the Vessel as a result of destruction or casualty, or loss of use, control, or possession of the Vessel for any reason, and as appropriate, provide the name and mailing address of the purchaser, transferee, new user, custodian, or possessor of the Vessel. This agreement does not create any rights or benefits in favor of any third party including, without limitation, any purchaser, lessee, transferee, user, custodian, or possessor of the Vessel or any ownership interest thereof, except as expressly provided in City ordinances. Any violation of this paragraph or the City ordinances shall be cause for termination of this agreement by City pursuant to paragraph 6.

6.Termination: The City shall have the right to terminate this agreement summarily by giving notice in the event Owner commits any violation of the agreement or defaults with respect to any obligation provided herein, including but not limited to failure to comply with applicable federal, state or city law, ordinances, regulations, or rules. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which the City may have by virtue of this agreement, statute, City ordinance, or otherwise.

7.City's Right to Impound: In the event the license fees or any other charges which have accrued in favor of City become past due, City has the right to impound and take possession of the Vessel, its tackle, fixtures, equipment, and furnishings, and retain the same in its possession until all charges then owing and any charges accruing thereafter have been fully paid pursuant to Seldovia Municipal Code of Ordinances § 15.20 *et seq.* Furthermore, in the event that the vessel is declared a nuisance, City has the right to impound and take possession of the vessel and its appurtenances.

8.Waiver of Responsibility: It is mutually agreed that City does not accept the Vessel for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its tackle, fixtures, equipment, and/or furnishings. City has no obligation or duty to provide services to the Vessel in order to protect it from damage from any cause whatsoever. If City in its sole discretion provides services, repairs or salvage to the Vessel, which it deems necessary or desirable 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 invitee arising from any cause upon Harbor facilities, or any premises adjacent thereto. Owner agrees to defend, indemnify, and hold City, its employees, agents, and representatives harmless from any loss, damage, or injury arising out of the acts or omissions of Owner, his agents, invitee, or employees.

9.Term: If this agreement provides for assignment of a reserved stall, this agreement shall become effective on the date stated herein and shall remain in force until terminated by either party after (30) days written notice or by City pursuant to paragraph 6. 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 for a lower rate.

10.Notice: Billings and notices to Owner will be mailed to Owner at the following address:

Vessel Name & Number: _____
Owner's Name: _____
Address: _____
Email: _____

Unless Owner has given City written notice of change of billing address, billings, and notices shall be deemed delivered and effective 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 City written notice.

11.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.

THE UNDERSIGNED HEREBY AGREES, AS PART OF THE CONSIDERATION FOR RENTAL OF VESSEL MOORAGE, TO COMPLY WITH ALL ORDINANCES, RULES, REGULATIONS AND POLICIES GOVERNING USE OF THE SMALL BOAT HARBOR AND FURTHER AGRESS TO WAIVE ALL CLAIMS AGAINST THE CITY TO HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS OF WHATEVER KIND ARISING OUT OF MOVEMENT BY THE CITY OF ANY VESSEL OWNED OR OPERATED BY THE UNDERSIGNED, WHETHER SUCH MOVEMENT IS DUE TO EMERGENCY OR DELINQUENT STALL RENTAL, AS SET FORTH IN CHAPER 15 OF THE SELDOVIA MUNICIPAL CODE.

ASSUMPTION OF RISK BY OWNERS OF BOAT

THE OWNER OF ANY BOAT SHALL ASSUME ALL RISK OF DAMAGE OR LOSS TO HIS PROPERTY OF ANY KIND WHILE IT IS WITHIN THE LIMITS OF THE HARBOR. THE CITY OF SELDOVIA ASSUMES NO RISK ON ACCOUNT OF FIRE, THEFT, ACT OF GOD OR DAMAGE OF ANY KIND TO BOATS, PERSONS OR EQUIPMENT.

I, AS OWNER AND/OR OPERATOR, HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT HEREIN, AS WELL AS ALL APPLICABLE PROVISIONS OF THE SELDOVIA MUNICIPAL CODE. I CERTIFY THAT ALL INFORMATION IS CORRECT AND AGREE TO PROVIDE THE CITY WITH ANY CHANGES TO THIS INFORMAIION. I UNDERSTAND THAT I AM LIABLE FOR ALL FEES AND CHARGES INCURRED UNDER THIS CONTRACT UNTIL I TERMINATE THIS AGREEMENT WITH THE HARBORMASTER.

PRINTED NAME _____ Date: _____
SIGNATURE

WITNESSED BY: _____
SELDOVIA HARBORMASTER