City of Homer

www.cityofhomer-ak.gov

Port and Harbor
4311 Freight Dock Road
Homer, AK 99603
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(p) 907-235-3160
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TRANSIENT

Vessel Moorage Agreement (Attachment A)

Vessel Name:_____ Make:_____ ☐ Power ☐ Sail

Registration Number: Coast Guard DOC #: _____ AK Reg. #: _____

AK Dept. Fish & Game #: _____ Assigned Harbor #: _____

Length Overall: _____ **LOA: Measured furthest point forward to furthest point aft**

Beam: _____ Draft: _____ Hull Material: _____ ☐ Inboard ☐ Outboard

Hull Color: _____ House Color: _____ VHF Radio Onboard: ☐ Yes ☐ No

Primary Use Only: ☐ Commercial Tow ☐ Commercial Fish ☐ Pleasure ☐ Other: _____
☐ Commercial Freight ☐ Charter ☐ Passenger

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

Federal Tax ID # (if applicable):_____

Phone: Home:_____ Work:_____ Cell:_____

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

E-Mail Address:_____

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

Phone: Home:_____ Work:_____

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

How to Reach in an Emergency:_____

Local Caretaker or Contact:_____

City Use Only

(Signature Required on Other Side)

Acct #:						

CITY OF HOMER, PORT & HARBOR
4311 Freight Dock Road, Homer, Alaska 99603
907-235-3160 • (fax) 907-235-3152 • (website) http://port.ci.homer.ak.us

TERMS AND CONDITIONS OF **TRANSIENT** MOORAGE AGREEMENT

The City of Homer, Alaska ("City") and the vessel owner or operator identified herein ("Owner") enter into the following agreement, including the reverse side (Attachment A)

1.Moorage: City grants Owner permission only to moor the vessel identified in Attachment A (the "Vessel") in the transient moorage area designated by yellow painted bull rails in the Harbor on a first come/first served basis, subject to these terms and conditions. Owner is not assigned any space on a preferential or indefinite basis, and agrees that City has the right in its discretion to move, or to require Owner to move, the Vessel to any other space or other location in the Harbor at any time and for any purpose. Upon the departure of the Vessel from the Harbor, neither Owner nor the Vessel has any preference or priority for moorage upon returning to the Harbor.

2.Fees and Charges: Owner shall pay the transient moorage fee for the Vessel on a daily, monthly, semiannual or annual basis (each a transient moorage period), and shall pay when due all other charges, accrued interest and surcharges established by the Harbor Tariff from time to time. The transient moorage fee commences upon the Vessel's arrival in the transient moorage area. Daily or monthly moorage fees that are prepaid before the 25th day of the month before the month to which the fees apply shall be subject to a discount as provided in the Harbor Tariff. If City, in its sole discretion, provides services, repairs or salvage to the Vessel for its protection, Owner shall pay all charges therefor at the rates provided for in the Homer City Code or the Harbor Tariff. All delinquent fees and charges become a lien on the Vessel and its tackle, fixtures, equipment and furnishings. City may change moorage fees and other charges at any time during the term of this agreement, and Owner shall pay any increased fees and charges as of their effective date.

3.Compliance with Laws and Regulations: Owner shall comply with all applicable federal, state, and local laws and regulations and special instructions issued by the Harbormaster. City, its employees and agents shall have access to the Vessel to inspect for compliance with this agreement and to move the Vessel to protect against any casualty or potential hazard. City assumes no responsibility to take any such action or for any resulting damage to the Vessel, its tackle, fixtures, equipment, furnishings.

4.No Sale or Assignment of Moorage Space: Owner may not assign or transfer this agreement or the moorage space occupied by the Vessel. Owner may not use the moorage space for any vessel other than the Vessel. Owner shall notify City within fifteen (15) days after transferring title to the Vessel, and provide the name and mailing address of the transferee.

5.Termination: Either party may terminate this agreement after thirty (30) days' notice to the other. This agreement terminates upon Owner's transfer of title to the Vessel. City may terminate this agreement summarily by giving notice of any violation of this agreement, including without limitation failure to comply with applicable laws, regulations or rules. The remedy in this paragraph is in addition to any other remedies under this agreement, statute or ordinance, or otherwise. Notwithstanding such termination, Owner remains responsible for all fees and charges incurred by the Vessel until the Vessel becomes subject to a new moorage agreement.

6.City's Right to Remove or Impound: Upon termination of this agreement, and in any circumstances where authorized in the Homer City Code (including without limitation when moorage fees or other charges are more than thirty (30) days past due), City may remove the Vessel from the Harbor at Owner's risk and expense, and/or impound the Vessel, its tackle, fixtures, equipment and furnishings, and pursuant to notice, auction, sell or dispose of the same.

7.WAIVER OF RESPONSIBILITY AND INDEMNITY: (1) City is only a lessor of moorage space and not a bailee under this agreement, does not accept the Vessel or its tackle, fixtures, equipment or furnishings for storage, warehousing or safekeeping, and shall not be liable for loss or damage to the Vessel or its tackle, fixtures, equipment or furnishings. City will not be liable for death or injury to persons or damage to property suffered by Owner, its employees, agents, invitees or passengers, arising from any cause upon Harbor facilities or any premises adjacent thereto. City has no duty to provide services to the Vessel to protect it from damage. (2) Owner shall defend, indemnify and hold City, its officers, employees and agents, harmless from any claim, demand, loss, damage or expense (including without limitation claims for personal injury, death, environmental pollution or property damage) ("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, its employees, agents, invitees or passengers; provided only this duty to defend, indemnify and hold harmless shall not apply if the Claim arises out of the sole negligence or intentional misconduct of City.

8.Term: This agreement shall become effective upon Owner's payment of the initial transient moorage fee, and shall remain in force until the earliest to occur of the following: (1) expiration of the current transient moorage period without payment for its renewal or extension; and (2) termination pursuant to paragraph 5. If the Vessel remains in the Harbor after termination or expiration of this agreement, Owner shall pay transient moorage fees on a daily or monthly basis whichever results in the lesser total charge, and no refund or credit shall be granted if Owner later executes an agreement providing for a lower rate.

9.Notice: Billings and notices to Owner are deemed delivered on the date when deposited in the United States mail with proper postage, addressed to Owner at the address for notices in Attachment A, which Owner may change by notice to the Harbormaster. The name and address provided on this agreement and on Attachment A are subject to public disclosure.

10.Insurance: Owner shall maintain in effect during the term of this agreement liability insurance covering Owner's employees, invitees and passengers, and covering damage to Harbor property and other vessels and 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). All required policies of liability insurance shall name City as an additional insured with waiver of subrogation.

11.Seaworthiness-Underway Policy: Owner shall keep the Vessel seaworthy and capable of operating under its own power at all times, except for a reasonable time while undergoing repairs. On at least two days in each calendar year, separated by at least 60 days, the Vessel shall depart the Harbor, travel beyond the one quarter mile turning basin of the Pioneer and Deep Water Docks and return to the Harbor, all under its own power. If the Vessel fails to comply with this requirement, the moorage charge for the Vessel shall be increased by 50% commencing when 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 amendment 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 AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE OWNER OR OPERATOR OF THE VESSEL DESCRIBED ON ATTACHMENT A. I CERTIFY THAT THE INFORMATION ON ATTACHMENT A IS CORRECT AND AGREE THAT I AM AUTHORIZED TO OBLIGATE THE PERSON ON WHOSE BEHALF I EXECUTE THIS AGREEMENT PERSONALLY FOR PAYMENT OF ALL FEES AND CHARGES INCURRED UNDER THIS AGREEMENT.

Signature: _____ Date: _____

Printed Name: _____