



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

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HOMER MARINE REPAIR FACILITY USER AGREEMENT

Acct # _____

Owner Info

Owner: _____ Phone: Home: _____

Cell Phone: _____ E-Mail Address: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Haul-out Manager (if other than owner): _____ Phone: _____

Vessel Info

Vessel Name: _____ Registration Number: _____

Length Overall: _____ Beam: _____ Draft: _____ Displacement Tonnage: _____

House is: Forward Aft Height from Keel to Uppermost: Forward (ft): _____ Aft (ft) _____

Hull Type: _____ Hull Material: _____

Haul-out Info

First-time Haul-out User? Yes No Haul-out Date: _____ Launch Date: _____

Damage below Waterline? Yes No If yes, explain: _____

Nature of Work: Inspection Only Paint Zincs Propeller Shaft Rudder

Other: _____

Vendors & Service Providers Contracted to Perform Work: _____

Documents

Documents (*Required)	Date	Staff Initials	Comments
<input type="checkbox"/> Owner Registration*	_____	_____	_____
<input type="checkbox"/> Proof of Insurance*	_____	_____	_____
<input type="checkbox"/> City as Additional Insured*	_____	_____	_____
<input type="checkbox"/> BMP Provided to User*	_____	_____	_____
<input type="checkbox"/> Vendor Compliance*	_____	_____	_____
<input type="checkbox"/> Bond Discussed*	_____	_____	_____
<input type="checkbox"/> Waivers, when Required	_____	_____	_____
<input type="checkbox"/> Harbormaster's Approval*	_____	_____	_____

HOMER MARINE REPAIR FACILITY USER TERMS & CONDITIONS

1. **The City agrees** to provide dry dockage space to vessel owners under a User Agreement for the purpose of vessel repairs, maintenance, and inspections per a Harbormaster-approved work plan during the dates specified in this agreement.
2. **Responsibility.** The City does not accept the vessel, its tackle, fixtures, equipment, gear, or furnishings for storage or safekeeping belonging to either the owner or vendor. Nor does the City accept any responsibility for vendor supplies, their laborers/employees, equipment, and personnel that the vessel owner may organize or contract. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is hauled out or on the City-owned tidelands/beaches.
3. **Policy Compliance.** Vessel owners, their agents, crew, service providers/vendors (all referred herein as Users) agree to comply with the City of Homer's (referred herein as City) Marine Repair Facility policies and Best Management Practices (BMPs). A copy shall be provided when services are scheduled.
4. **Operational Structure.** The Homer Marine Repair Facility is being managed as an "Open Yard" facility, meaning that the User is responsible for the actual work being performed on their vessel. The City is simply facilitating the opportunity for haul-out and uplands use, and are not responsible for the finished product. This management structure gives the User the opportunity to manage their project from start-to-finish, contracting with vendors from the Approved Vendor List (provided by the City), or by using their own crew to make the repairs necessary for vessel maintenance.
5. **Vendors & Service Providers.** Contracting for all services to the vessel while it is in the boatyard, and payment for those services, is the sole responsibility of the User. Persons providing services to a vessel in the boatyard ("Vendors") must be on the City's approved vendor list. To qualify for the list, the following documents must be on file along with payment of fees: Certificate of Insurance, Alaska business license, registration for city sales tax, and professional certifications for the named trades. Vendors must abide by OSHA safety rules and regulations pertaining to their trade.
6. **Security.** Users are responsible for the security of their vessel, tools, and equipment. Other than random patrols of the boatyard, City staff will not be present during non-business hours.
7. **Insurance.** Users other than Vendors agree to have a current marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel, plus accident and environmental liability. A Certificate of Insurance shall be provided to the City showing coverage not less than the minimum required in the boatyard policy document. Hull and machinery coverage shall be sufficient to dispose of the vessel if abandoned, burned or otherwise left to the City.
8. **Dry Dockage.** The Harbormaster shall designate a dry storage area within the boatyard for the vessel. Charges for dry dockage are payable from the time the vessel is hauled out until the vessel is removed from the boatyard. Payment of charges for dry dockage grants a User a revocable license to use the dry dockage area that is designated for the vessel.
9. **Scheduling, Deposits, & Cancellations.** Users must plan to be in and out of the boatyard as scheduled. A deposit of 50% of the estimated costs shall be made when the User makes arrangements with the Harbormaster to use boatyard facilities. The City may require the estimated payment in full at time of scheduling. After the vessel has been launched, the deposit will be credited toward beach landing and dry dock fees. The deposit will be forfeited if: a) the vessel fails to adhere to the scheduled haul-out time, or b) the vessel owner fails to leave the facility clean after launching. A cancellation or schedule change must be communicated to the Harbormaster at least 24 hours in advance to avoid deposit forfeiture. Vessels missing their scheduled haul-out date will be accommodated on a "space available" basis.
10. **Charges:** Rates are published in the City's Terminal Tariff. All charges are billed out on a monthly basis and payable to the Homer Harbor Office. Boatyard Moorage: Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot (10') perimeter on all sides, including all appendages. Beach Landing: Prices for the use of the City's beach for landing are based on the overall length of the vessel. Time spent on the beach prior to and after a haul-out is charged per day and will be included in the overall cost of the haul-out.
11. **Blocking.** Vessel blocking is the responsibility of the User and/or their contractors. The City has the right to inspect vessel blocking and will, if necessary, require additional blocking if it is determined to be inadequate for the job. The City will not supply, store, or furnish ships blocking, nor supply the labor needed for blocking installation/removal.
12. **Tarps.** Ground cover tarps must be placed under every vessel prior to blocking, and cover the ground under the entire vessel plus a 10 foot parameter. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc. Ground cover tarps will be protected during welding by placing protective welding mats in the affected areas.
13. **Ladders/Scaffolding.** User and/or Vendors will provide their own ladders and scaffolding. User assumes all risk when utilizing ladders and scaffolding.
14. **PPE:** User shall insure that personal protective equipment and clothing will be provided and worn as appropriate to each task.
15. **Sanding, Grinding, & Scraping.** Open air sanding, grinding and scraping are prohibited unless dustless systems are employed or the vessel is tented and properly vented/filtered. These precautions are to prevent escapement of airborne particulates from the vessel and soil contamination.
16. **Pressure Washing:** The Homer Marine Repair Facility does not allow pressure washing. Users who wish to remove marine growth from their vessel's hull must utilize alternative methods, such as manual removal by scraping. Ground covers must be used to collect debris and then shoveled into dumpsters, which the vessel owner provides.

