



# City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

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## RESERVED STALL

### Vessel Moorage Agreement

Vessel Name: \_\_\_\_\_ Make: \_\_\_\_\_ ☐ Power ☐ Sail

Vessel Registration Number: *Please fill out at least one*

Coast Guard DOC #: \_\_\_\_\_ AK Reg. #: \_\_\_\_\_

AK Dept. Fish & Game #: \_\_\_\_\_ Assigned Harbor #: \_\_\_\_\_

Length Overall: \_\_\_\_\_ **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: ☐ 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: \_\_\_\_\_ I want: ☐ Mail Statements ☐ E-mail Statements

How to Reach in a Boat Emergency: \_\_\_\_\_ Local Caretaker or Contact: \_\_\_\_\_

Operator Same As Owner: ☐

Operator: \_\_\_\_\_ Dr. Lic. #: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

#### \*City Use Only\*

**(Signature Required on Other Side)**

Acct #: \_\_\_\_\_

Stall: \_\_\_\_\_


CITY OF HOMER, PORT & HARBOR • 4311 Freight Dock Road • Homer, Alaska 99603 • 907-235-3160 • (fax) 907 235-3152  
TERMS AND CONDITIONS OF **RESERVED STALL MOORAGE AGREEMENT** **Revised 7/2017**

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 preferential use of the stall that City assigns from time to time only to moor the vessel identified in Attachment A (the "Vessel"), subject to these terms and conditions. City may change the stall assignment, and permit other vessels to occupy the assigned stall whenever the Vessel is absent from the stall, without any refund or reduction in the moorage fee payable by Owner. Owner shall notify the Harbormaster in advance whenever the Vessel shall be absent from its assigned stall for more than five days, and at least 24 hours before its return.
2. **Ownership:** For purposes of this agreement, the owner of the Vessel and party to this Agreement is the individual or entity claiming ownership of the vessel and executing this agreement. Any individual or entity represented as the owner of the vessel in this agreement hereby concedes to his, her or its ownership of the vessel and responsibility for it. An entity must designate an agent with authority to enter into this agreement on behalf of the entity and bind the entity by the terms of this agreement. An entity Owner shall notify the City in writing of any sale, transfer, merger or any other change in ownership of the Owner no more than thirty days after the change becomes effective. Failure to notify the Harbormaster of a change of ownership as required in this section or notification of a change that alters the nature of the enterprise or the use of the stall or Vessel shall make this agreement voidable by the City.
3. **Fees, Charges and Renewal:** Owner shall pay the reserved stall moorage fee for the Vessel in advance for a one-year period commencing October 1 and ending September 30 of the following year, and shall provide current proof of ownership of vessel annually. Owner shall pay when due all other charges, accrued interest and surcharges established by the Harbor Tariff from time to time. 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.
4. **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.
5. **No Sale or Assignment of Moorage Space:** Owner may not assign or transfer this agreement or the moorage stall assigned to the Vessel without written consent by the Harbormaster. Transfer or assignment of this agreement may only occur after the harbormaster determines that 1) the Owner is in full compliance with this agreement; 2) there has been a change of ownership of an entity, reorganization of an agency, or death of an individual owner; and 3) the nature of the owner's business or enterprise, if applicable, and the use of the Vessel and the stall will remain substantially the same after the transfer or assignment. Owner or his, her or its successor or heir requesting an assignment or transfer must submit a written request for a transfer or assignment no more than 30 days after the change in ownership, death or reorganization occurs.
6. **Change in Vessel:** Owner may not use the assigned stall for any vessel other than the Vessel. Owner shall notify City within fifteen (15) days after obtaining title to and designating the new Vessel and provide the harbormaster with 1) a new signed Reserve Stall Moorage Agreement showing the vessel fits the size criteria for the stall 2) pay appropriate "change boat" fee. and 3) provide proof of ownership on the Vessel.
7. **No Sublease of Moorage Space:** The reserve stall may not be made available by the Owner to any individual, group or entity in exchange for money, goods, services or any other benefit.
8. **Termination:** Either party may terminate this agreement after thirty (30) days' notice to the other. Except as otherwise provided in this agreement, 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.
9. **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.
10. **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.
11. **Term:** This agreement shall become effective on October 1 of the first reserved stall year and shall remain in force until terminated pursuant to paragraph 8. If the Vessel remains in the Harbor after termination or expiration of this agreement, Owner shall pay transient moorage fees, and no refund or credit shall be granted if Owner later executes an agreement providing for a lower rate.
12. **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.
13. **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.
14. **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.
15. **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 THE RESERVED STALL LESSEE FOR THE VESSEL DESCRIBED ON ATTACHMENT A, THE OWNER OF THE VESSEL AND PARTY TO THIS AGREEMENT, I CERTIFY THAT THE INFORMATION ON ATTACHMENT A IS CORRECT AND AGREE THAT I AM RESPONSIBLE FOR PAYMENT OF ALL FEES AND CHARGES INCURRED UNDER THIS AGREEMENT.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Authorized Agent for: \_\_\_\_\_