City of Homer
www.cityofhomer-ak.gov

Port and Harbor
4311 Freight Dock Road
Homer, AK 99603
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SHELTER DECK STORAGE AGREEMENT

Owner:_____ Phone:_____

Cell:_____ Email:_____

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

Vessel Name: _____ Vessel #: _____

Storage Period: _____ Lots/Square Feet: _____

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1. **PORT RULES, RATES & REGULATIONS.** The use of Port of Homer facilities and storage areas shall be deemed an acceptance of the Port of Homer Terminal Tariff and the terms and conditions therein. All charges for shelter deck storage are on a month to month basis and are due on the first day of the storage month. Less than one month storage will be charged as a full month.

2. **DESCRIPTION OF PREMISES.** The City of Homer hereby grants to User the right to occupy and use, subject to all terms and conditions hereof, that (these) lots(s), being more particularly described:

   Lot(s) Number: _____

3. **LIMITATION TO DESCRIBED PURPOSE; PERIOD OF OCCUPANCY.** In consideration for use of the premises, User agrees to pay the amount of $35.00 per month to the City, in accordance with the rates and regulations outlined in the Port Code and Port Tariff Code.

   The premises may be occupied and used solely for the purpose of storage of shelter decks. It is understood and agreed that User shall not erect any structure on the premises without the expressed written consent of the Port of Homer. User expressly releases the City from any obligation to protect the subject property from vandalism, theft, or other similar occurrences, and agrees to hold the City harmless from any claims that may arise from the use thereof.

   There shall be no right or option to renew this agreement, or to reassign the same in whole or in part.

4. **TERMINATION.** At the termination of this agreement, User shall vacate the subject premises, leaving the same in as good condition as existed at the time of initial occupancy, and User further agrees to reimburse the City for any expenses the City may incur for cleanup of the premises necessitated by the use under this agreement.

   Either party may terminate this agreement by the giving of not less than five (5) days written notice to the other, specifying the date of termination. Delivery of the notice shall be considered completed upon receipt by the respective parties. User understands that payments made in advance for the premises shall be reimbursed for the unused portion if City terminates this agreement.

   Tenancy beyond the termination date shall not be allowed without the expressed, written consent of the Port of Homer. Shelter Decks not removed from the premises within twenty-four (24) hours of the date of termination will be impounded and are subject to sale at a public auction.

   The City may terminate this agreement for a higher and/or better use; such higher and/or better use to be determined solely by the Homer City Council.

The undersigned hereby agrees, as part of the consideration for rental of storage space, to comply with all ordinances, rules, regulations, and policies governing use of the port and harbor facilities and further agrees 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 equipment owned or operated by the undersigned, whether such movement is due to emergency or delinquent storage rental. Undersigned further agrees to immediately notify the port of homer upon removal of gear to discontinue billing.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20_____.

OCCUPANT

Signature:_____

Printed Name:_____

CITY OF HOMER/PORT & HARBOR

Harbormaster/Designee:_____

Acct. #:_____

Paid Thru Date:_____