

to person(s), loss of or damage to Vessel/Plane or any property attached or related to Vessel/Plane, including its equipment, gear, lines, or other personal property, resulting from use of CBS facilities or from movement of Vessel/Plane by CBS.

Default, Termination of Agreement and Remedies. If Lessee violates any term of this Agreement, or fails to pay moorage, utilities, service charges, interest, late fees or other associated harbor related fees within 60 days of the date on which such fees or charges related to this Agreement are due and payable, CBS may exercise any available remedy including, without limitation, one or more of the following:

- a) Denial of any provided moorage or service in conjunction with this Agreement;
- b) Termination of this Agreement;
- c) Removal of Vessel/Plane from its assigned moorage space, and movement by CBS to another location within CBS harbor system and/or impoundment;
- d) Collection actions against Lessee including reporting to credit bureaus; and
- e) All other actions as provided in SGC and by applicable law, including sale of Vessel/Plane and apply sale proceeds to satisfy any obligation of Lessee under this Agreement.

Liability and Indemnification. As a condition of this Agreement and to the full extent allowed by law, I agree to be liable, indemnify, and hold CBS, its employees and its agents, harmless against any damage, injury or loss to persons or property, including Vessel/Plane, from all liability and claims of any sort arising from acts or omissions of CBS, its agents, any employees or invitees except for those arising from CBS willful negligence. This includes damage to or loss of Vessel/Plane, equipment and other personal property located on or attached to Vessel/Plane, such as equipment, gear, lines, bait, fuel and provisions, or its related property, and such damage or loss as a result of the exercise of CBS remedies because of a violation of this Agreement.

Agreement to Abide by All CBS Policies and Laws. As a condition of this Agreement, Lessee also agrees to abide by all CBS policies and laws, including those related to the provision of the harbors (SGC Title13) and municipal utilities (SGC Title 15).

No Waiver. The failure of CBS to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach, or the acceptance by CBS of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by CBS of its right to arrest any vessel/plane to enforce a maritime lien, or any other right or remedy.

Notices. Billings and notices will be mailed to Lessee’s address as set forth in this Agreement. Lessee shall notify CBS in writing of any change in Lessee's mailing address.

Interpretations; Amendment; Venue. Alaska law shall govern this Agreement, with any legal dispute filed in the appropriate Sitka court. The invalidity of any provision of this Agreement shall not affect the validity of any other provision. This document constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

Stall Cancellations. Lessee will inform the Harbor Office and sign a cancellation form when he/she is ready to cancel the stall.

CITY AND BOROUGH OF SITKA

LESSEE

By: _____
Print Name: _____
Date: _____

Sign: _____
Print Name: _____
Date: _____