

City & Borough of Sitka
Harbor Department

617 Katlian Street, Sitka AK 99835
Telephone: 907-747-3439 Fax: 907-747-6278



VESSEL/PLANE MOORAGE AGREEMENT

ACCT _____

Owners(s) _____
Email address(es) _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Residence Address: _____ City: _____ State: _____ Zip: _____
Phone: (Home) (____) _____ (Work) (____) _____ (Cell) (____) _____
Driver's License Number: _____ State: _____ SSN: _____ DOB: _____
Vessel/Plane Name: _____ AK No. _____ ADF&G/FAA No. _____
Doc. No.: _____ Home Port: _____ Vessel/Plane Type: _____
Length Over All: _____ Beam: _____ Mk/Clss _____
Vessel/Plane Use: Charter _____ Gillnetter _____ Longline _____ Seiner _____ Troller _____
Tours/sightseeing _____ Recreation _____ Sail _____ Other: _____
Auxiliary Vessel Yes ____ No ____ AK No. _____
Preferred Harbor _____ Liveaboard _____
Other requests _____

To be completed by Harbor Staff

Gave Rules: Yes ____ No ____ Mailed _____
Waitlist Fee (Nonrefundable) \$ _____ Date Paid _____ Receipt _____
Stall Assigned: _____ Waitlist status forfeit: _____

Lessee _____ enters into this Vessel/Plane Moorage Agreement ("Agreement") with the City and Borough of Sitka ("CBS" or "Lessor").

Moorage Document. This Agreement shall apply only to the vessel ("Vessel")/float plane ("Plane") and owner listed above and is nontransferable. In the event of a change in Vessel/Plane or ownership, a new Agreement must be executed.

Qualifying Interest. Lessee certifies, by signing this Agreement, the Lessee is the owner or has a qualifying interest in Vessel/Plane, as defined by Sitka General Code ("SGC") 13.04.140.

Terms. The terms of this Agreement begin when executed, and covers the period of times prior to stall assignment. This Agreement terminates if the Vessel/Plane is sold or there is a change in ownership/qualifying interest, except for provisions related to any collection of fees or charges. Lessee shall inform CBS within 10 days of the sale of Vessel/Plane.

Agreement To Pay Fees. Lessee agrees to pay applicable fees for moorage and for other harbor services requested or provided to Lessee or Lessee's agent, (i.e., utilities, grid, towing, etc.). Lessee agrees to pay all such moorage and service fees, including emergency services that CBS harbor staff determines to be necessary to protect the harbor facility or Vessel/Plane from damage. Moorage fees shall be payable in advance in accordance with CBS fee schedules and SGC.

Transient Moorage. All transient moorage fees shall be due and payable upon assignment of transient moorage and as provided in SGC. All invoiced charges shall be due on the date indicated on the invoice.

Obligation For Care. Lessee agrees that this Agreement is for the moorage space and other services as provided in the Agreement only. Nothing contained in this Agreement or SGC shall be interpreted to impose upon CBS any obligation or responsibility for the care and protection of any private property, including Vessel/Plane and property associated with the Vessel/Plane, or for injury or death to person(s) associated with the Vessel/Plane.

Acceptance of Condition of Facilities. Lessee has inspected the moorage location and electrical service, and accepts them in present as is condition.

Consent To Move Vessel. Lessee consents to and authorizes CBS to move Vessel/Plane as needed, based on Lessee's request, emergency, or based on conditions specified in this Agreement. Lessee further agrees to hold CBS harmless against injury

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: _____