

PORT OF SKAGWAY
OPERATED BY THE MUNICIPALITY OF SKAGWAY
TARIFF NO. 2

Naming Rates, Charges, Rules and Regulations

for

Wharfage and Storage

at

The Port of Skagway, Alaska

Issued by:

**Municipality of Skagway
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Revised: 09/17/2020

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ABBREVIATIONS:

BF	Board Feet	Lbs	Pounds
Cu Ft	Cubic Foot or Feet	LCL	Less than container load
CL	Container Load	MBF	1,000 Board Feet
CY	Cubic Yard	Min.	Minimum
CWT	Hundred Weight or 100 pounds	No.	Number or Numbers
FMC	Federal Marine Commission	NOS	Not Otherwise Specified
Ft	Foot or Feet	Pax.	Passengers
gal.	Gallon or gallons	Port	Port of Skagway
KD	knocked down	sf	Square Foot
Kg	kilograms	SU	Set up
Kw	Kilowatt	WT	Weight

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RULES, REGULATIONS AND CHARGES FOR MISCELLANEOUS SERVICES

SECTION 1

ITEM

TERMS OF MUNICIPAL /STATE AGREEMENTS INCORPORATED

100

All terms and conditions of the “Agreement for Construction and Maintenance of a Dock and Ferry Terminal for the Municipality of Skagway,” dated August 2, 1978, as amended January 6, 1981, which govern the management, operation, and use of the ferry and barge facility, are incorporated herein by reference, and have the same force and effect as if fully set forth herein.

A copy of Skagway Municipal Code (SMC) Title 12 relating to Harbors and Ports is available at the Harbormaster’s Office and City Hall (907-983-2297) for review during regular business hours or by written request to the Municipality of Skagway, P.O. Box 415, Skagway, Alaska 99840. This provides all lessees and users of the boat harbor and barge facility adequate notice of all legal duties contained in this title. (SMC 12.01.030)

PERMITS AND LICENSES

120

(A) The Municipality may grant permits for the non-exclusive use of the dock for mooring, for loading and discharging cargo, and for the loading and discharging of passengers and vehicles.

(B) **RESERVATIONS**

Requests for reservations and for mooring assignments or for use of storage space at municipal facilities shall be submitted to the harbormaster as far in advance as practicable, normally not less than five (5) working days, and shall be subject to confirmation forty-eight (48) hours in advance of expected arrival time.

(C) **MOORAGE NOT EXCLUSIVE**

Assignment to moorage is not exclusive, and shall include only the right to dock the vessel, to embark and disembark passengers and their luggage, and to assemble and distribute cargo over the dock and transfer bridge, subject to the provisions that such use shall not interfere with ferry operations. Moorage assignments are not transferable except with written consent of the borough manager or the harbormaster. Moorage assignments shall be revocable by the borough manager or

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harbormaster without compensation for costs incurred thereby to the vessel, upon written notice to the vessel except when otherwise provided in the assignment.

(D) USE OF THE MUNICIPALITY'S TRANSFER BRIDGE

All non-ferry-related traffic to and from the dock shall use the Municipality's transfer bridge. The Municipality grants to the state full use of the municipally-owned loading and unloading facility transfer bridge for ferry-related business at no cost to either the state or passengers and vehicles loading and unloading from a state-owned vessel. The Municipality additionally grants to the state the use of the structure of the Municipality's transfer bridge for carrying state-owned oil lines, water lines, and electric service lines at no cost.

MANIFESTS

140

All vessels granted permits to moor at the municipal dock, and all persons permitted to use the municipal transfer bridge or storage area, shall furnish to the Municipality a complete manifest certifying the tonnage of cargo, including weight of vehicle crossing the transfer bridge onto or from the dock, and the dimensions of materials or vehicles stored in the storage area.

OTHER SERVICES

180

(A) STEVEDORING

Vessels, overland carriers, or other persons granted permits to moor or to move cargo across the dock shall enter into their own contract arrangements for longshoring and stevedoring services. Insofar as is practicable, it is expected that locally based longshoring and stevedoring activities will be employed.

(B) ELECTRICITY, TELEPHONE AND FUEL SERVICES

Vessels using the dock shall enter into their own contract arrangements with commercial companies for the provision of electrical power, telephone, and fuel services.

ACCEPTANCE, RETENTION, OR DELIVERY OF FREIGHT CONDITIONAL 220

(A) RIGHT TO REFUSE CARGO, CONTAINERS, OR CHASSIS

Right is reserved by the Municipality without responsibility for demurrage, loss, or damage attaching, to refuse to accept, receive, or permit vessel to discharge:

- (1) Cargo, containers, or chassis for which previous arrangements for space have not been made by shipper, consignee, or vessel.
- (2) Cargo deemed extra offensive, perishable, or hazardous.

(B) RIGHT TO REMOVE, TRANSFER OR WAREHOUSE

Hazardous or offensive cargo or cargo which, by its nature, is liable to damage other cargo, is subject to immediate removal either from the premises or to other locations within said premises with all expense and risk of loss or damage for the account of owner, shipper, or consignee.

Cargo remaining on wharf or staging area after expiration of free time, as defined herein, and cargo shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations within the premises or, after appropriate notice, removed to public or private warehouse with all expense and risk of loss or damage for account of the owner, shipper, consignee, or vessel as responsibility may appear.

(C) RIGHT TO WITHHOLD DELIVERY OF FREIGHT

Right is reserved by the Municipality to withhold delivery of freight until all accrued charges and/or advances against said freight have been paid in full.

(D) RIGHT TO SELL FOR UNPAID CHARGES

Cargo on which unpaid charges have accrued may be sold to satisfy charges and costs, provided owner has been given notice to pay charges and to remove said cargo and has neglected or failed to comply.

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(E) EXPLOSIVES AND HAZARDOUS CARGO

The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with the Municipality and governed by rules and regulations of Federal, State and local authorities.

(F) OWNER'S RISK

Cargo which, because of its inherent nature is subject to deterioration, shrinkage, oxidation, wastage, and decay, and glass, liquids, and fragile articles will be accepted only at owner's risk for loss or damage that may occur despite accepted practices for the care of the cargo.

Cargo on open ground is at owner's risk for loss or damage.

Timber and log or lumber rafts, and all watercraft, if and when permitted to be moored in slips, at moorage dolphins, at wharves, or alongside vessels are at owner's risk for loss or damage.

TERMS, COLLECTION AND GUARANTEE OF CHARGES

240

(A) TERMS

Rental charges for use of the storage area shall be paid monthly. All toll charges for use of the municipal transfer bridge are due and payable upon receipt of invoice. Invoices become delinquent if not paid within thirty (30) days following the date on which the invoice was prepared. By using these facilities, the user enters into a contractual agreement with the Municipality to pay the municipal penalty of one percent (1%) per month on delinquent payments.

(B) RESPONSIBILITY FOR PAYMENTS

Owners, shippers, and consignees of any cargo or vehicles using the municipal transfer bridge or storage area shall be responsible to the Municipality for payment of municipal user charges. In the event of transshipments from one (1) carrier to another through Skagway, payment of user charges shall be guaranteed by the vessel, its owners or agents, using the dock facilities to discharge or take aboard the cargo or vehicle in question. Use of the dock by such vessel shall be deemed acceptance and acknowledgment of this responsibility by the vessel's owner and agents.

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(C) MINIMUM BILLING CHARGE

All invoices issued by the Municipality for any service or combination of services as provided in this tariff shall be subject to a minimum billing charge of five dollars (\$5.00) per invoice.

RESPONSIBILITY FOR LOSS, DAMAGE AND DELAY OF MERCHANDISE 260

(A) RESPONSIBILITY LIMITED

The Municipality will not be responsible for any loss, damage, or delay of merchandise which may arise from any cause beyond its direct authority and control, nor from any cause except for want of due diligence.

Further, the Municipality shall not be liable for any loss or damage caused by fire, frost, heat, dampness, leakage, the elements, wastage or decay; nor will it be liable for any loss, damage, or delay caused by insurrection, riot, strike, or labor stoppage, except to the extent that any of the aforesaid injury results from negligent acts or omissions of the city Municipality, its employees, or agents.

The Municipality will accept no responsibility for concealed damage nor for the condition or contents of containers, whether or not receipts issued to state.

(B) WAIVER OF DEMURRAGE CHARGES

The Municipality may waive demurrage charges when delay of removal of merchandise is caused by acts directly attributable to the Municipality, acts of God, civil disorder, insurrection, riot, strikes, labor stoppage, carrier equipment shortages, or governmental intervention.

(C) LIABILITY AND INDEMNIFICATION

- (1) Liability for Loss or Damage to Dock and Municipal Port Facilities. Any persons or vessel using the dock, transfer bridge, and storage area shall be strictly liable, without regard to negligence, for any loss of, or damage to municipal or state property incurred as a result of such use, and shall make such restoration or repair, or monetary compensation, as may be directed by the Municipality or state.

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- (2) Indemnification. The use of the Municipality's ferry/barge facility (the dock, transfer bridge, and storage area) by any person or vessel for any purpose constitutes an agreement between the Municipality and such user that the user agrees for itself, its successors and assigns, by operation of law or otherwise, to hold harmless the Municipality of Skagway and state of Alaska and assume full responsibility for, and to defend, pay, or otherwise settle any and all claims, demands, actions, or causes of damage or injury to any and all persons or property arising out of such use by the user. Such user further agrees to release and discharge the Municipality and state, including any department or agency thereof, their agents and successors, executors, administrators, or assigns, from any and all liability, claims, demands, actions, or causes of action, of every nature whatsoever arising out of such use by the user, and to indemnify and hold harmless the Municipality and state, including any department or agency thereof, their agents, successors of assigns, from any loss or damage suffered by reason of such use by the user.

SPECIFIC RATES PREVAIL

280

Rates provided by specific commodities shall prevail over any general NOS rate.

WEIGHT LIMITATION

290

The weight limit of the Skagway Transfer Bridge and Barge Facility Dock is 80 tons, gross. Track pressure for tracked equipment shall not exceed 1,500 pounds per square foot. No single unit of cargo or trailered combination of cargo is permitted to use the facility if it exceeds these weight limits.

DEFINITIONS

300

(A) **WHARFAGE**

Wharfage is the charge assessed against freight passing or conveyed over the municipal transfer bridge; it is the charge for use of the transfer bridge and does not include charges for any service.

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(B) STORAGE – FREE TIME

Free time is the specified number of days during which cargo, including vessels, containers, and miscellaneous items, may occupy space assigned to it within the staging area without being subject to demurrage or storage charges.

Free time shall not exceed: seven (7) days

Cargo occupying the staging area for more than seven (7) days is subject to storage charges for one (1) month. Occupation of the staging area for more than one (1) month shall be subject to additional storage charges prorated daily.

The following days shall not be included in the computation of free time:

- (1) Day(s) while vessel is loading and/or discharging cargo.
- (2) Days observed as holidays by the Municipality:

New Year’s Day – January 1	Labor Day – 1 st Monday in September
Martin Luther King Jr. Day – 3 rd Monday in January	Alaska Day – October 18
Presidents’ Day – 3 rd Monday in February	Veterans’ Day – November 11
Seward’s Day – Last Monday in March	Thanksgiving Day – 4 th Thursday in November
Memorial Day – Last Monday in May	Christmas Day – December 25
Independence Day – July 4	

(C) DEMURRAGE

Demurrage is the charge assessed against cargo which remains on municipal property after the expiration of the free time allowed. Demurrage shall be charged at the following rates:

- Containers 20’ or less in length: \$3.00/day
- Containers more than 20’ : \$6.00/day
- Non-containerized cargo: \$0.02/sf/day

(D) STORAGE

Storage is the charge assessed for pre-arranged use of space in the storage area after the expirations of free time.

- (1) When permitted by the harbormaster and such space is available, areas of storage space may be reserved for the storage of goods or articles for periods of not less than thirty (30) days, subject to the following conditions:

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- (a) No space will be rented the gross area of which is less than 250 square feet.
 - (b) Storage charges shall be for thirty (30) days minimum, with charges prorated on a per-day basis after the thirty (30) days.
- (2) Areas of storage spaces of not less than 20,000 square feet may be rented if the harbormaster determines there is space available and such storage will not interfere with other permitted storage or cargo movement. Storage space shall be rented for periods of not less than thirty (30) days at monthly rates based upon appraised value of the property involved. Such rental agreements shall be granted and administered under authority of SMC Title 16.

(E) LEASE OF STAGING AREA

Lease or permit arrangement may be made on specified areas within the staging area, provided such lease arrangement follow procedures as established by SMC Title 16.

(F) PASSENGER VESSEL FEE

In addition to other tariff provisions, the terms and conditions of this item apply. Charges are assessed to passenger vessels and cruise ships using municipal facilities. See exceptions.

Vessels of 125 passengers or less capacity \$200.00/vessel docking

Vessels of 126 passengers or more capacity \$1.00 per passenger

Exception No 1: When the trip covers a continuous cruise on a vessel, one fee only applies.

Exception No. 2: Personnel traveling free are exempted.

Exception No 3: This fee shall not apply to passenger operations at municipal facilities covered under lease or use agreements.

CHARGES FOR MISCELLANEOUS SERVICES

320

(A) FRESH WATER SERVICE

The charge for fresh water supplied to vessels shall be at the rate of four dollars and 86 cents (\$4.86) per 1,000 gallons. Hookup or disconnect, if needed, shall be charged at forty-one dollars and sixty-seven cents (\$41.67) per hookup or disconnect.

(B) REFUSE COLLECTION

The charge for taking off refuse from vessels shall be the following:

	<u>Ships, Vessels:</u>
Less than 125 passengers (per .5 hr).	\$400.77
More than 125 passengers (per .5 hr).	\$729.27

(C) SECURITY PROVISIONS

The charge for providing federally mandated security shall be \$20.00 per hour from 0600 to 2200. Security for hours between 2200 and 0600 shall be provided by the vessel. This charge is for one person in the security booth at the head of the transfer bridge.

(D) COMMERCIAL USE OF SMALL BOAT HARBOR

All commercial vessels, including but not limited to fishing charters and kayaks, shall pay the following rates per revenue passenger as a tariff for loading and unloading passengers at the Skagway Small Boat Harbor:

- (1) \$1.96 from April 1, 2020 through March 31, 2022.

If the vessel only loads passengers at the Harbor, or only unloads passengers at the Harbor, the fee shall be as follows per passenger:

- (1) \$0.98 from April 1, 2020 through March 31, 2022.

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(E) BARGE FEES FOR FERRY FLOAT

\$0.50 per foot per day or \$5.00 per foot per month (barge and tug length) for all barges loading or unloading at the Ferry Float, unless otherwise covered in a municipal staging area or lease.

(F) COMMERCIAL LAUNCH RAMP AT HARBOR

- (1) \$20.00 daily
- (2) \$300.00 annual

(G) ANNUAL MOORAGE – SMALL BOAT HARBOR

- (1) \$14.40 per foot from April 1, 2020 through March 31, 2022

(H) TRANSIENT MOORAGE – SMALL BOAT HARBOR

- (1) \$0.56 per foot per day and \$5.60 per foot per month from April 1, 2020 through March 31, 2022

(I) LONG-TERM STORAGE – SMALL BOAT HARBOR

- (1) \$0.20 per square foot per month; 250 square-foot minimum

(J) KAYAK STORAGE – SMALL BOAT HARBOR

- (1) \$7.00 per month per vessel

(K) LIVE-A-BOARD AT SMALL BOAT HARBOR

- (1) Single-family residential utility rate

(L) PRESSURE WASHER

- (1) \$25.00 per hour; one-hour minimum

(M) GRID FEE

- (1) \$15.00 per tide

(N) HAUL-OUT FEE – SMALL BOAT HARBOR

- (1) Clemar/Sealift

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- (a) \$200.00 round-trip: from water to stands and back
 - (b) \$150.00 round-trip: stay on trailer three hours maximum
 - (c) \$120.00 per hour; one-hour minimum yard move
- (2) With flatbed truck
- (a) \$60.00 per hour; one-hour minimum
- (O) BOAT LAUNCH RAMP FEE
- (1) \$10.00 per launch; includes all boats, kayaks, canoes, etc.;
 - or
 - (2) \$50.00 per year, per boat
- (P) WAITING LIST FEE – SMALL BOAT HARBOR
- (1) \$50.00 initial fee to be added to waiting list
 - (2) \$10.00 annual fee
- The waiting list fee will not be renewed automatically. Invoices will not be sent. It is the responsibility of the individual to contact the harbormaster if they wish to remain on the list, and pay the fee. Failure to do so will result in removal from the waiting list.
- (Q) HARBOR CRANE USE FEE
- (1) \$20.00 per hour with a 1/2-hour minimum; or
 - (2) \$50.00 annual fee
- (R) BOAT MAINTENANCE BUILDING
- (1) Bay Rental April 1 – September 30: \$30.00 per day
 - (2) Bay Rental October 1 – March 31: \$45.00 per day
 - (3) Cleaning deposit: \$500.00 per rental period
- (S) TRANSIENT ELECTRICAL RATES AT HARBOR
- (1) \$10.00 per day for 30 amp; and
 - (2) \$20.00 per day for 50 amp
- (T) SENIOR CITIZEN DISCOUNT

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15% discount will apply to annual moorage fees paid by residents of Skagway who are age 65 or older for personal pleasure craft.

WHARFAGE CHARGES AND COMMODITY RATES

SECTION 2 **ITEM**

WHARFAGE RATES **400**

Except as otherwise noted, rates named below are in dollars and cents per ton or 2,000 pounds. Rates apply to the amount of cargo transferred over the Skagway Transfer Bridge from a single docking of one vessel.

<u>COMMODITY:</u>	<u>WHARFAGE:</u>	
FREIGHT, NOS	2.00	410

BULK COMMODITIES, Dry NOS	1.40	420
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BULK COMPOUNDS, Viz: Cement, Lime, Plaster, Stucco: Soda Ash, Gypsum, Drilling Mud	1.40	430
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In lots of 100,000 lbs. or more

COMPOUNDS, CONTAINERIZED, Viz: Examples under Item 430	1.50	440
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In lots of 50,000 lbs. or less

CONTAINERIZED CARGO		450
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Apply charge for Freight, NOS, item 410 except when a specific Commodity rate is named, the specific commodity rate will apply.

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CONTAINERS, EMPTY, RETURNED		460
Up to 14 feet in length	2.80	
14 feet to 26 feet in length	5.00	
over 26 feet in length	6.00	

Rates are in dollars and cents per unit

EXPLOSIVES, HAZARDOUS CARGO	3.20	470
Material subject to Item 220 (E)		

IRON OR STEEL PRODUCTS, Viz:	2.00	480
Angles, Beams, Boilers, Blots, Construction Sections and Fittings, Chain, Channels, Cloth, Conduit, Culvert, Fencing, Fittings, (pipe), Concrete mesh, Nails, Nuts, Piling, Pipe, Plate, Sheet, Rivets, Spikes, Tanks K.D., Trusses, Washers, Wire rope, Zees.		

In lots of 20,000 lbs. or more

LOGS, PILING, POLES, wooden, per MBF, Scribners	2.15	490
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LUMBER, BUNDLED, per MBL	2.15	500
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MACHINERY	1.80	510
Not including wheeled or tracked vehicles		
In lots of 20,000 lbs. or more		

MACHINERY	2.20	520
Self-propelled, wheeled or tracked		
Refer to Item 290		

METAL PRODUCTS, unfinished, Viz:	1.60	530
Bars, Grinding balls, Ingots, Pigs, Slabs, Rods		

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PETROLEUM FUEL, Containerized In lots less than 50,000 lbs.	1.80	540
PETROLEUM PRODUCTS, Packaged In lots of 10,000 lbs. or more	1.80	550
PIPE, iron or steel, not less than 48" in diameter (not including culvert)		560
In lots of:		
0-100 tons	1.50	
100-200 tons	1.45	
200-300 tons	1.40	
300-400 tons	1.35	
400-500 tons	1.30	
500-600 tons	1.25	
600-700 tons	1.20	
700-800 tons	1.15	
800-900 tons	1.10	
900-1000 tons	1.05	
over 1000 tons	1.00	
TRAILERS, VANS, without wheels attached, sealed, containing merchandise		580
Up to 14' in length	3.00	
14' to 26' in length	1.70	
over 26' in length	1.70	
TRAILERS, VANS, wheeled sealed, containing merchandise when roll on-roll off	1.50	600
Empty, returned, each	8.50	
VEHICLES, other articles, exceeding 24' in length on own wheels or treads or with wheels or treads separate	2.20	620
Refer to Item 290		

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VEHICLES, other articles, Viz: Camper Trailers or House Trailers, on own wheels exceeding 24' in length; also Buildings or Houses, portable or fabricated, NOS, SU, or in SU sections	2.60	640
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MINIMUM CHARGE, on any single transfer, per ton	1.30	660
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SMALL BOAT HARBOR RULES AND REGULATIONS

SECTION 3

ITEM

SMALL BOAT HARBOR USE

670

(A) Access. The Small Boat Harbor shall be open to all on an equal basis. No special preference shall be granted to accommodate one (1) type of user over another. The extensions of the municipal streets and sidewalks and public access to the harbor shall be maintained at all times. Commercial enterprises or businesses shall not be permitted to conduct business of a permanent or continuing nature within the Small Boat Harbor, or from a vessel using the facilities. This shall not be construed as an absolute prohibition of any type of commercial transaction in the boat harbor on an occasional basis. A commercial fishing vessel or charter boat operator would not be considered a commercial business enterprise in this case since the business is essentially conducted elsewhere, and the Small Boat Harbor is merely a point for embarking and disembarking.

(B) Use of Harbor – Implied Agreement. The mooring or use or presence of any boat within the Small Boat Harbor shall constitute an agreement by the owner, operator, master or managing agent to conform to the provisions of this title.

CLASSIFICATION OF HARBOR AREAS

680

(A) Stalls. Numbered areas shall be set apart and designated for use of privately owned boats, both commercial and pleasure, upon the owners thereof having first made arrangements with the harbormaster and having paid the rent as hereinafter provided. Each stall shall be numbered in such a manner that its location can be readily determined. No property rights or rights to exclusive use are created by the renting of a mooring space; rather, the renter of a stall is granted only preferential berthing privileges for the use of the assigned moorage for so long as they have a vessel and pay their moorage fees.

(B) General Public Open Mooring. All float spaces and stalls except those reserved are designated general public open-mooring areas. The harbormaster may designate and mark stalls and spaces at other facilities as general public open-mooring areas. All such general public open-mooring areas shall be open to all members of the public for transient and other temporary use for mooring boats. No boat or boat owner shall have exclusive right to a general public open-mooring space or stall. Should any boat moored at such space or stall leave it for any purpose,

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it shall have no exclusive right to return to the same space or stall if upon return it is found that the space is occupied by another boat. To constitute a break in mooring, a boat must be absent from the boat harbor for not less than twenty-four (24) consecutive hours. The harbormaster may, at his discretion, deny to any boat the use of general public open mooring.

(C) Gridiron. The harbormaster may make uniform rules determining what types of vessels may use the gridiron, as well as allowable weight of any such vessels. No owner or operator shall occupy gridiron space except for such reasonable times as are required to accomplish bottom painting, repairs, and other customary gridiron uses. The use of the gridiron and the length of time during which it may be used shall be in the discretion of the harbormaster.

QUALIFICATIONS FOR USE OF HARBOR AREAS

690

(A) Safe Condition of Vessel. To qualify or remain qualified for space, a boat, except an approved boat shelter, must be seaworthy, must be equipped and maintained in accordance with subsection E of this section, and must have sufficient motive power to permit the boat to be maneuvered and controlled safely in and out of the boat harbor under wind and water conditions which are not unusual and do not constitute a hazard to small craft.

(B) Demonstration. Whenever the harbormaster has probable cause to believe that a boat is not qualified under the conditions of this section, they may require, upon seventy-two (72) hours' notice to the owner, operator, master or managing agent of any such boat, that such boat demonstrate that it is or remains qualified. An exception shall be made where repairs are being diligently pursued or where other extenuating circumstances prevent demonstration of qualification, but such exception shall be only for a reasonable time, considering the circumstances.

(C) Refusal of Mooring. The harbormaster may refuse mooring space to any boat which does not qualify; it shall be a condition of every rental agreement that any boat authorized to moor at a rental space in the boat harbor shall remain qualified so long as it remains in the boat harbor. The harbormaster may cancel the rental agreement for any mooring space which is occupied by a boat which is authorized to occupy such space, but which boat is not qualified in accordance with this section. Upon failure of a boat to qualify, the harbormaster may require, upon notice to the owner, operator, master, or managing agent of such boat, that the rental agreement has been canceled, that such boat be removed from the boat harbor within not less than one (1) week. Any such boat remaining after the time specified in the notice shall be subject to impoundment or removal as a nuisance.

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(D) Self-propelling Capability. Every boat must clear the boat harbor under its own power on at least three (3) occasions each year. Two (2) such occasions must not be less than three (3) months nor more than six (6) months apart. Failure to comply with this subsection shall raise a presumption that the boat is not qualified.

(E) Required Equipment. All watercraft or vessels shall carry the equipment required by any applicable United States laws or regulations, as now or hereafter amended, and shall be numbered or designated in accordance with any applicable United States laws or regulations as now or hereafter amended. In the absence of extenuating circumstances, failure of any boat or vessel within the boat harbor to comply with applicable United States laws or regulations shall be a violation of this title. Violations shall be reported to the U.S. Coast Guard.

(F) Commercial Use.

- (1) Commercial Operations. No moorage space shall be sublet or rented to any firm or individual for the purpose of conducting any commercially oriented business enterprises at the facilities; except that charter vessels, including aircraft, may pick up and discharge passengers at any space rented to such vessel or aircraft, but may not pick up or discharge cargo at any space or any other part of the facilities of the boat harbor except at spaces designated for such use.
- (2) Temporary Permit. The harbormaster may, at their discretion, grant a temporary permit to the owner, operator, master, or managing agent of a vessel moored in the boat harbor to conduct short-term and occasional commercially oriented activities at the vessel of such owner, operator, master, or managing agent, provided that such activities may not in any way interfere with the normal use of the boat harbor by other users of the facility. The borough assembly may, by resolution, set additional terms and conditions for the issuance of such permits. The issuance of a permit under this section shall not in any manner reduce or replace any other requirement for permits or licenses, but shall be in addition to such other permits or licenses.

(G) Size and Types of Vessels. No vessel with a length in excess of one hundred fifty (150) feet shall be allowed to enter the Small Boat Harbor except in an emergency. Under no circumstances shall excessively large vessels be allowed

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to secure to the float systems. Barges, boathouses, boat shelters, log rafts, scows, pile drivers, and other cumbersome floating structures shall not be permitted to secure to the floats unless specific provisions for accommodations are made and the harbormaster grants approval.

(H) Live-Aboards.

- (1) Watercraft used as a combination domicile and pleasure or commercial vessel shall not necessarily be prohibited from using the harbor, but owners shall be required to pay for garbage, water, and other harbor service commensurate with their increased usage of the facilities. All live-aboard watercraft shall meet the following criteria:
 - (a) Be powered by an inboard motor or an inboard outdrive, but not powered by an outboard motor alone;
 - (b) Be capable of "getting underway" at all times;
 - (c) Meet all U.S. Coast Guard requirements for safe navigation on the open roadstead;
 - (d) Contain adequate toilet facilities capable of meeting all U.S. Coast Guard and EPA standards for direct water discharge;
 - (e) Be a "watercraft," constructed and maintained for the primary purpose of navigating the waterways of Alaska, and not for the specific purpose of maintaining a permanent place of residence.
- (2) The harbormaster shall discourage use of the harbor by live-aboards where it is known that the watercraft will be or is being utilized as a permanent place of residence only.

(I) Aircraft. Aircraft normally shall be moored only at the float specifically provided and designated for use by floatplanes. Under no circumstances shall aircraft be permitted to secure to the float system as long as there is a shortage of space for the mooring of boats.

ALLOCATION OF STALLS

700

(A) Stalls -- Vessel Registration. All stalls and moorage shall be rented in the name of the renter or occupants on a preferential-usage basis, by a vessel owned

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by the renter and specifically designated on the rental agreement by name and/or Coast Guard registration number. No other vessel may occupy a stall or moorage so rented except on a temporary basis upon agreement of the renter and approval of the harbormaster.

(B) Preference Rights.

1. The renter of a stall or moorage shall have a preference for renewal of the rental so long as the renter owns a vessel, pays the prescribed fees, and complies with the provisions of this title. The sale by the renter of the vessel named in the moorage agreement constitutes termination of the moorage agreement unless the renter replaces the vessel with a boat of similar size, or demonstrates to the satisfaction of the harbormaster that the renter intends to replace the vessel within a reasonable period of time. The renter who sells the vessel designated in the moorage agreement may retain the moorage only if the renter acquires another vessel, and the renter shall not sub-rent or otherwise assign their interest in the berth to another person. The practice of selling the stall with the vessel is strictly prohibited. A berth so vacated shall be assigned by the harbormaster to the next person on the approved waiting list.
2. Preference in renting of stalls or alongside moorage on an annual basis shall be given to U.S. citizens or organizations owning the boat to be moored, or persons having permanent resident status from the U.S. Immigration and Naturalization Service. Foreign citizens may rent annual reserved moorage on an as-available basis, but shall not be entitled to automatic renewal; on the termination of the rental period, U.S. citizens and permanent residents on the waiting list shall have priority to rent the space.

(C) Maximum Utilization of Stalls. Stall assignments shall be made to ensure maximum usage of stall space. The harbormaster shall establish minimum and maximum boat lengths and maximum beams permitted for each type and size stall available. Stall assignments or uses not in compliance with established maximums and minimums shall not be made except in unusual or temporary situations, and only with the express approval of the harbormaster or the harbormaster's designee. No vessel may be assigned or use more than one (1) stall which is under the control or ownership of the municipality.

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(D) Seniority of Leases. A seniority list of stall renters shall be maintained by the harbormaster as a basis for reassignment of stalls to those wishing to improve their stall locations.

DUTIES OF BOAT OWNERS

710

(A) Application for Space. Every owner, master, operator, or managing agent desiring to moor at a stall or numbered mooring space shall apply to the harbormaster. No stall space shall be used until so assigned and the rental is paid as herein provided.

(B) Registration. Every owner, master, or managing agent of any boat using the mooring facilities of the boat harbor is hereby required to register their name, telephone number, post office, and street address, and the name and number of the boat, its length, its breadth, and registered tonnage, if any, with the harbormaster on forms to be provided for that purpose within four (4) hours after the boat enters and moors at any float in the boat harbor.

(C) Identification. If federal law, rule or regulation does not compel the numbering or other identification of any boat or vessel, the borough assembly shall determine by resolution how such boats shall be identified, and thereafter no such boat or vessel nor any other boat or vessel shall be allowed in the boat harbor unless it is properly identified. Failure by any owner, operator, or master to so identify any boat or vessel using the boat harbor shall be a violation of this title.

(D) Duties. In addition to the duties of registration and identification as herein provided, every owner, master, operator, or managing agent of any boat using the mooring or other facilities of the boat harbor shall be obliged to use due diligence in performing the following requirements:

1. Use all reasonable precautions in keeping the boat in their charge in a reasonably clean and sanitary condition, with special attention to pure water and sanitary toilets;
2. Use all reasonable precautions in keeping the boat in their charge free from fire hazards of any type or nature;
3. Use all reasonable effort and precautions in keeping the boat in their charge well-secured, securely moored with lines in reasonably fit condition, sufficiently pumped out at all times to keep the boat afloat, and to otherwise attend the needs of the boat to avoid need for attention by the harbormaster;

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4. Use adequate precautions to lock up and stow and otherwise safeguard all movable gear and tackle;
5. Promptly pay all charges and taxes assessed or levied according to law either against the boat or its owner, and all rental and charges for utilities requested and ordered for the boat;
6. Supply and use adequate fenders to safeguard floats and vessels from chafing and other damage.

RENTS, FEES, AND PENALTIES

720

(A) Basis.

- (1) As owner and operator of the small boat harbor, the Municipality is responsible for the funding of all costs of operation and maintenance of the facility. Accordingly, the borough assembly shall set the moorage fees at levels sufficient to:
 - (a) Provide adequate moorage rent of the small boat harbor;
 - (b) Satisfy all maintenance requirements, current and future;
 - (c) Retire any existing debt obligations;
 - (d) Provide for contingencies and emergencies;
 - (e) Provide adequate capital for replacement of facilities at the end of their useful life;
 - (f) Provide and operate electrical utilities, potable water, fire protection, harbormaster office and services, vehicle parking areas and sanitary facilities.
- (2) The schedule of fees for rental of annual moorage space and for monthly and daily transient moorage shall be reviewed annually by the borough assembly and adjusted by resolution as deemed appropriate. The moorage fee/stall rental fee shall be based upon length of the boat.

(B) Terms. All mooring and stall rentals, fees, and other charges for use of boat harbor facilities, terms of rental agreements, and procedures for applying for space and making rental payments, shall be established by the borough assembly by resolution. Failure of any boat owner, master, operator, or managing agent to

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register or pay mooring or service fees provided by this title shall be presumed to be an abandonment.

(C) **Rental Periods.** The leasing or rental of space in the boat harbor shall be based on a fiscal year running from April 1st through March 31st. Rents are not refundable, and are payable in advance for the full year. A new annual renter or lessee may be charged on a pro rata basis from the date of entry into the boat harbor to the next due date, and on a yearly basis thereafter. No other pro rata rates, fees, or charges are implied in this section. Transient moorage space shall be rented only on a daily basis or for one (1) month periods based upon calendar months. If the moorage/stall rental fees or other charges are not paid by the due date, the harbormaster may impound and/or confine the vessel or boat.

(D) **Billing Period.** Billing for annual rentals shall be mailed the first week of March, and payment is due and payable to the Municipality on or before April 10th.

(E) **Collection of Transient Moorage Fees.** Transient moorage fees for daily or monthly moorage space shall be paid to the harbormaster.

(F) **Penalties.** For violations of this section refer to SMC 1.20, General Penalty. Violations are subject to civil fines established by resolution.

PROHIBITED ACTS

730

(A) It is unlawful for any owner, master, operator, or managing agent or other person to commit any of the following acts:

- (1) To operate or cause to be operated any boat within the limit of the boat harbor in excess of five (5) miles per hour, but in no case shall the speed be in excess of that which causes a disturbing wake;
- (2) To operate or cause to be operated any boat in a reckless manner and in willful or wanton disregard for the safety of persons or property within the limits of the boat harbor;
- (3) To operate or cause to be operated any boat in a negligent manner likely to endanger the safety of persons or property within the limits of the boat harbor;

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- (4) To operate or to be in actual physical control of any boat when under the influence of intoxicating liquor or narcotic drugs;
- (5) To authorize or knowingly permit any boat to be operated by any person who is under the influence of intoxicating liquor or narcotic drugs;
- (6) To operate any boat in a manner which unreasonably or unnecessarily interferes with other watercraft or vessels, or with the free and proper navigation of the waterways of the boat harbor;
- (7) To authorize or knowingly permit any boat to be operated by any person who, by reason of physical or mental disability, is incapable of operating such boat under the prevailing circumstances;
- (8) To do or omit to do in or upon the boat harbor any act, if the doing or omission thereof unreasonably endangers or is likely to unreasonably endanger persons or property;
- (9) To violate any provision of this title, or any rule, regulation, order or posted sign made pursuant hereto;
- (10) To leave any boat, vessel, or floating structure moored at any of the harbor facilities unattended while any fire is burning thereon, unless such fire is in a range, stove, space heater, or furnace. The fuel flow to such range, stove, space heater, or furnace shall not be controlled by a drip valve carburetor, but rather a safe control of a type approved by the harbormaster. Any fire shall be deemed unattended unless the owner or operator is within one hundred feet (100') feet of the boat, or some person over the age of eighteen (18) years and capable of moving the boat or vessel is aboard or within one hundred feet (100') of the same;
- (11) To create or maintain any nuisance within the boat harbor or to conduct or carry on any unlawful business or occupation therein; and all of the provisions of municipal code defining offenses and prescribing penalties for the violation thereof are hereby expressly extended to the boat harbor;

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- (12) For any owner or person in charge of any dog or animal to allow or permit the dog or animal to run at large upon or to be tethered or restrained to any part of a float or dock, or to permit any dog to become or create a nuisance thereon. Only the dogs of owners of boats legally moored in the harbor, or the dogs of the guests of such boat owners, shall be permitted on the floats, but then only when on a leash and for such minimum time as is necessary to go between the boat and shore;
- (13) To deposit, place, or leave any cargo, merchandise, supplies, freight, articles, or things upon any float, ramp, decline, walk, or other public place in the boat harbor excepting at such places as may be designated as loading and unloading spaces by the harbormaster. Materials used in repairing or rebuilding boats shall not be stored on any float or dock;
- (14) To tap, connect, disconnect, interfere with, or tamper with any water outlet, water pipe, water connection, or any electrical wiring, electrical outlet, or electrical device of any kind, installed or maintained in the boat harbor, without first having obtained the permission of the harbormaster; or to interfere with or tamper with any wharf, float, gangplank, ramp, or any other facility of the boat harbor;
- (15) To write or post any written or printed matter or sign upon any bulletin board constructed or maintained by the Municipality in the boat harbor without first having obtained permission of the harbormaster;
- (16) To erect, place, post, or maintain any advertising matter, sign, or other printed matter other than legal notices on any part of the boat harbor facilities, without approval thereof first being obtained from the borough manager. All unauthorized advertising and signs shall be removed by the harbormaster;
- (17) To disregard, deface, remove, tamper with, or damage any sign or notice posted or erected by the harbormaster or by direction of the borough assembly relating to the use of the mooring areas or other uses of the boat harbor;

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- (18) To moor or anchor any boat, vessel, or other floating structure within two hundred feet (200') of any of the float, dock facilities, or entrances or exits of the boat harbor in such a manner as to obstruct access to the boat harbor or its float and dock facilities;
- (19) To install or secure to any float, dock, or stall, either permanently or temporarily, any bumper other than standardized, pre-molded rubber or vinyl bumpers of a commercial manufacture;
- (20) To conduct any commercially oriented business enterprise at the boat harbor facilities unless specifically authorized as provided in this section. Preparation and repair of a commercial fishing boat or its gear and the pickup and discharge of charter passengers by boats or aircraft renting space in the boat harbor is not conduct of a commercially oriented business within the meaning of this section;
- (21) To engage in the practice of private subleasing or "hot bunking" of an assigned mooring space. Any subleasing or "hot bunking" assignments shall be made only by the harbormaster, who shall collect the normal transient use fee therefor.

(B) No person under the age of sixteen (16) years shall be allowed on the dock and floats, or in the boat harbor, unless in the company and under the control of such person's parent or guardian or some other person over the age of eighteen (18) years, and for the time and place exercising the responsibilities of such person's parent or guardian. A person under the age of sixteen (16) years may apply to the harbormaster and for good cause shown may be granted a permit to go on the dock and floats or in the boat harbor without accompaniment. Such permit may be restricted and conditioned as, in the judgment of the harbormaster, is warranted by the circumstances. Such permit shall be revocable by the harbormaster if the permittee abuses the privilege of access to the boat harbor. Good cause for the purposes of this section shall consist of:

- 1. Care of boats;
- 2. Entering or exiting the harbor by boat;
- 3. Residence aboard a vessel legally in the boat harbor;
- 4. Employment requiring access to the boat harbor; or
- 5. Other legitimate and compelling reasons where denial of access would create an undue hardship on the person.

NUISANCES

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(A) Derelicts. For the purpose of this policy and in the interest of the greatest use of the facilities of the boat harbor and the municipal waters by the general public, boats in the boat harbor and elsewhere on the municipal waters which are derelicts and unfit and unseaworthy, or which are maintained in such manner as to make them liable to sinking for lack of being pumped or other maintenance, or which have been declared unqualified by the harbormaster, or which are maintained in a manner as to constitute a fire hazard, and sunken boats, and boats in imminent danger of sinking, are hereby declared to be nuisances and subject to abatement and removal from the boat harbor, or other municipal waters, by the Municipality without liability of the Municipality for any damage done by virtue of the removal or for any of its consequences.

(B) Sunken or Obstructive Boats. When any vessel or watercraft or obstruction has been sunk or grounded, or has been delayed in such a manner as to stop or seriously interfere with or endanger navigation, moored boats, or any harbor vessels, the harbormaster may order the same immediately removed; and if the owner or other person in charge thereof after being so ordered does not proceed immediately with such removal the harbormaster may take immediate possession thereof and remove the same, using such methods as in their judgment will prevent unnecessary damage to such vessel or watercraft or obstruction. The expense incurred by the Municipality in such removal shall be paid by the owner, and in case of failure to pay the same the Municipality may maintain an action for the recovery thereof.

(C) Floating Objects. All vessels, watercraft, logs, piling, building material, scows, houseboats, or other articles of value found adrift in the municipal waters of the Municipality may be taken in charge by the harbormaster and may be subject to reclamation by the owner thereof on payment by the owner to the Municipality of any expenses incurred by the Municipality; and in case of failure to reclaim, may be sold or disposed of as abandoned property.

(D) Other Nuisances.

- (1) Refuse of all kinds, structures or pieces of any structure, dock sweepings, dead animals or parts thereof, timber, logs, piles, broomsticks, lumber, boxes, paint, empty containers, oil of any kind floating uncontrolled on the water, and all other substances or articles of a similar nature are hereby

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declared to be public nuisances, and it is unlawful for any person to throw or place, or cause or permit to be thrown or placed, any of the above-named articles or substances in the boat harbor or municipal water, or upon the shores thereof, or in such position that the same may or can be washed into the boat harbor or municipal waters, either by high tides, storms, floods, or otherwise. Nets, gear, and other material left on any float or dock for more than ninety-six (96) hours are hereby declared a nuisance.

- (2) Any person causing or permitting such nuisances shall remove the same; and upon their failure to do so, the same may be removed or caused to be removed by the harbormaster. When the harbormaster has authorized such nuisances to be removed or stored commercially, all costs of such commercial removal or storage shall be paid by and recoverable from the person creating the nuisance. The abatement of any such public nuisances shall not excuse the person responsible from any other applicable penalties provided by this title.

(E) Abatement or Disposal. Nuisances described under this section constituting a clear and present danger to the public health and welfare may be removed, impounded and disposed of by the Municipality. Other nuisances under subsection D of this section may be impounded, disposed of by destruction, private sale, or any other means deemed reasonable by the borough manager and, in the case of boats or other valuable property, procedures providing due process to the property owner. Such disposition is to be made without liability to the owner of the nuisance.

ABANDONED PROPERTY

750

(A) Any boat in the boat harbor or in any of the municipal waters which is abandoned may be impounded, removed, sold, or otherwise disposed of as provided herein. Failure of any boat owner, master, operator, or managing agent to register or pay moorage fees or service fees provided by this section shall be presumed to constitute an abandonment.

(B) Procedure for Impounded Boats.

- (1) Storage Charge. When the Municipality has impounded or removed any boat, the owner, master, operator, or managing

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agent thereof shall be subject to and liable for a storage charge set by the borough assembly by resolution, and shall be subject to and liable for all costs incurred by the Municipality by reason of the impounding or removal.

- (2) Notice to Owner. Immediately upon impounding or removing any boat, the Municipality shall cause to be posted in the harbormaster's office or bulletin board, the clerk's office, and on the bulletin board at the entrance of the United States Post Office, notice of such action taken by the Municipality. A copy of the notice shall be mailed by certified mail, return receipt requested, to the owner, master, or registered agent of the boat at their last known address, which address shall be the same as that furnished to the harbormaster. The notice shall contain the name and/or number of boat; the name and address, if known, of the owner, master, operator, or managing agent; the location of the boat; the reason for the boat's impoundment; and the opportunity for a hearing before the harbormaster no later than twenty (20) days following the postmark date of the mailed notice. For documented vessels, the same notice shall be mailed to any mortgage holder whose name and address are recorded with the U.S. Coast Guard.
- (3) Notice of Sale. Any boat impounded or removed shall be held by the Municipality for a period of not less than thirty (30) days, during which the Municipality shall publish in a newspaper of general circulation in the Municipality a notice describing the boat in general terms, its name and/or number, if any; the name and address of the owner, master, operator, or managing agent, if known; or if not known, shall state the location of the boat; and the intention of the Municipality to sell the same at public auction, on a day and at a place and time certain, for cash to the highest bidder unless the boat is sooner redeemed. At any time prior to the start of the auction, the owner, master, operator, or managing agent may redeem the boat by a cash payment of all municipal charges against the boat.
- (4) Sale. The minimum acceptable bid shall be a sum equal to the Municipality's charges against the boat. The proceeds of the sale shall be first applied to the costs of sale, then to moorage and service fees accrued, and the balance, if any,

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shall be held in trust by the Municipality for the owner of the boat to claim; and if not claimed within one (1) year, the balance shall be deposited into the boat harbor facilities fund. Upon the sale being made, the Municipality shall make and deliver its bill of sale, without warranty, conveying the boat to the buyer.

- (5) Other Disposition. If at the public sale there are no bidders for the boat, the Municipality may destroy, sell at private sale, or otherwise dispose of the boat. The disposition is to be made without liability to the owner, master, or lienholder of the boat.

NONLIABILITY OF MUNICIPALITY

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Any transient, or any lessee, or any renter using the boat harbor or appurtenant facilities agrees that the relationship between the Municipality and such transient, lessee, or renter is simply that of landlord and tenant. A transient, lessee, or renter using the boat harbor or any appurtenant facilities further agrees that the Municipality:

- (1) Does not accept any boat or aircraft for storage;
- (2) Shall not be held liable in any manner for the safekeeping or condition of the boat or aircraft;
- (3) Is not responsible as warehouseman;
- (4) Shall not be held responsible or liable for any damage or loss to or of the boat or aircraft, its tackle, gear, equipment, or property, either upon the boat or aircraft, or upon the premises of the boat harbor, and from any cause whatever; or for injury to the lessees or renters occasioned by any cause upon the premises of the boat harbor or adjacent thereto.