



# Municipality of Skagway

Small Boat Harbor

## Building Rental Agreement

Please fill in and return to Borough offices of Harbormaster

REGISTERED OWNER:			
MAILING ADDRESS:			
E-MAIL ADDRESS:		PHONE:	
EMERGENCY CONTACT:		PHONE:	

VESSEL NAME:		
NUMBERS		TONNAGE
AK#, ADF&G#, DOC#, YT#		
O.A. LENGTH:	O.A. BEAM:	O.A. Height

In date		Check out time at the same time used at check in.
Out date		

<b>Description of work to be performed</b>	
Person Performing Work	
Insurance Carrier & Policy Number	
Painting	
Fiberglass	
Welding: permit required for hot work	
Other (describe below)	

please initial

I understand there is a no smoking policy within 20 feet of the boat maintenance building	
---	--

please initial

I understand that alcohol is not allowed on premises. Violation of this provision shall constitute immediate removal from the building.	
---	--

**I have read and understand and agree with the terms and conditions of the agreement attached to this document.**

Signature		Date	
-----------	--	------	--

Harbormaster		Date	
Approved		Disapproved	



## Skagway Small Boat Harbor Building Rental Agreement

### FEES AND RULES:

1. Bay rental is \$32 per day April - Sept., and \$48 per day Oct. - March.
2. In and out day is counted as 1 day. Time in must be time out.
3. Vessel owners must make arrangements 48 hours in advance.
4. Boat lifts originating from the water must commence no later than 4:00 pm and finish before 5:00 pm to avoid overtime charges.
5. Boat lifts originating in boat yard must commence no later than 4:30 pm and finish before 5:00 pm to avoid overtime charges.
6. Haul-outs will not be operated before 7:00 am or later than 5:00 pm unless an extreme emergency exists, as determined by the Municipality.
7. Fee time shall begin when the operator begins preparation for lift.
8. A full-sized tarp must be placed under the blocking of the boat to contain paint chips, sand blasting material, spillage, etc., or the vessel owner will be denied access to use.
9. No open flames unless approved by the Municipality in writing. The Municipality will not approve the use of open flames unless the vessel owner provides a copy of the vessel owner's general liability policy to the Municipality showing general liability insurance in an amount of at least \$1,000,000 per occurrence.
10. Shop hours can be canceled by the harbor master at any time for non-compliance of the rules as determined by the harbor master.
11. Shop hours are not transferable to anyone, but the name and boat listed on the contract.
12. Cleaning deposit - \$500.00; deposit must be received prior to use.
13. Boat owner must show proof of liability insurance to the harbor master before the Municipality will allow the vessel owner to enter a rental agreement.
14. No living on the boat while in the boat is in the shop. There are no exceptions. Violation of this provision shall result in the termination of this Agreement and the immediate removal of the vessel.
15. All sanding or grinding must be done in a fully contained enclosure. Vacuum sanding shall not be allowed unless no fugitive dust is visible, otherwise work area must be fully enclosed. Tenant can erect tents to enclose work area. Sanding is only allowed if you are using an approved dual filtration dustless sander. Sand/soda/dry ice blasting of any type is not allowed.
16. No spray painting or sand blasting is allowed except such work done by harbor employees.
17. Disposal of oils, contaminated fuel, bilge water, thinners, solvents, resins, antifreeze, and other hazardous substances shall be disposed only in full compliance with all federal, state, and local statutes, ordinances and regulations. The vessel owner is responsible for knowing the applicable laws and for full compliance with those laws. Any violation or suspected violation of this provision shall result in the immediate termination of this Agreement and the immediate removal of the vessel. All invoices are due and payable before the vessel is launched.
18. Under no circumstances shall bilge pumping or discharge of sewage or other waste be allowed. Violation of this provision shall result in the immediate termination of this Agreement.
19. Rollers, brushes, empty paint cans and other allied materials must be dry before disposal in the municipal dumpster.
20. Tenant must supply a copy of Certificate of Insurance (liability and coverage on the full market value of the vessel).

Skagway Small Boat Harbor  
Building Rental Agreement

21. Outside contractors, please check in at the yard office prior to beginning a project and check out upon completion of the project. A Certificate of Insurance showing general liability insurance in an amount of at least \$1,000,000 and listing the Municipality of Skagway as an additional insured must be provided to the Municipality of Skagway before any work is conducted. Skagway business license is also required before beginning any work, per SMC 5.04.020.
22. Daily cleanup is required. Paint dust, chips, etc. must be cleaned off of the ground and tarps by the end of every workday. If this is not done, you run the risk of having yard personnel clean up your area at our standard labor rate. Violation of this provision may result in immediate termination of this Agreement in the sole discretion of the Municipality.
23. Skagway harbor tools or equipment shall not be used except by written permission of the harbor master. Tools are not lent out for use.
24. Vessel Owner/Tenant agrees to defend, indemnify and hold the Municipality harmless from and against any action or claim of any kind and any nature, and from and against all damages of any kind and any nature to persons or property, including death, and including all administrative claims, penalties, fees, and costs, resulting from or arising out of any actions or omissions by the Vessel Owner/Tenant, or the employees, invitees, guests, representatives, or independent contractors of the Vessel Owner/Tenant.
25. The Municipality of Skagway shall not be responsible for any loss of property, damage to property, damage to the vessel, loss of personal articles left in or attached to the vessel. The Municipality shall not be liable for any loss or damages resulting from fire, theft, accident, vandalism, spray painting, sanding, grinding or any other activity conducted by any vessel owner or tenant, regardless of who causes the loss or damages. The Vessel Owner/Tenant, by signing this Agreement, specifically agrees to this provision and specifically agrees to not make any claim against the Municipality of any kind or any nature relating to or claiming any loss of or damage to any personal property, including the vessel.
26. This Agreement shall not be modified except in writing signed by the Borough Manager and the Vessel/Tenant. The Vessel Owner/Tenant understands and agrees that no employee, assembly member, mayor, representative, volunteer, or officer of the Municipality has any actual or apparent authority to orally modify this Agreement or to make any oral promises to the Tenant and any such oral modifications or promises claimed by the Vessel/Owner Tenant shall have no binding effect upon the Municipality.