

Municipality of Skagway  
Vessel Mooring Agreement  
(See reverse side for particulars)

**Please fill in and return to Borough offices or Harbormaster**

|                                    |  |   |        |
|------------------------------------|--|---|--------|
| <b>VESSEL NAME:</b>                |  | <b>RADIO CALL SIGN:</b>   |        |
| <b>NUMBERS</b>                     |  | <b>COLORS</b>   |        |
| ADF&G:                             | HOUSE:                                       | VHF:  |        |
| AK:                                | HULL:  | SSB:  |        |
| O.N.:                              | TRIM:  | C.B.:   |        |
| NET TONS:                          |  | GROSS TONS:   |        |
| O.A.LENGTH:                        | KEEL LENGTH:                                 | O.A. BEAM:  | DRAFT: |
| HULL MATERIAL:                     |  | FUEL: OIL: <input type="checkbox"/> GAS: <input type="checkbox"/> OTHER: <input type="checkbox"/> |        |
| USE:                               |  |   |        |
| PLEASURE: <input type="checkbox"/> | COMMERCIAL FISH: <input type="checkbox"/>    | COMMERCIAL TOW: <input type="checkbox"/>  |        |
| CHARTER: <input type="checkbox"/>  | COMMERCIAL FREIGHT: <input type="checkbox"/> | PASSENGER: <input type="checkbox"/>   |        |
| <b>LIFE SAVING EQUIPMENT</b>       |  |   |        |
| 4 MAN:                             | ELLIOTT:                                     | SURVIVAL SUITS:   |        |
| 6 MAN:                             | AVON:  | LIFE JACKETS:   |        |
| 8 MAN:                             | SWITHLICK:                                   | OTHER (specify):  |        |
| OTHER (specify):                   | OTHER (specify):                             |   |        |
| HAILING PORT:                      |  | PORT OF REGISTRY:   |        |
| REGISTERED OWNER:                  |  |   |        |
| MAILING ADDRESS:                   |  |   |        |
| E-MAIL ADDRESS:                    |  | PHONE:  |        |
| EMERGENCY CONTACT:                 |  | PHONE:  |        |
| DATE PURCHASED:                    |  | PURCHASED FROM:   |        |
| OPERATOR OR AGENT:                 |  | PHONE:  |        |
| MAILING ADDRESS:                   |  |   |        |

**I HAVE READ AND UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT ON THE REVERSE SIDE OF THIS DOCUMENT.**

|                                     |                                       |                                     |
|-------------------------------------|---------------------------------------|-------------------------------------|
| SIGNATURE:                          |                                       | DATE:                               |
| <b>***MUNICIPAL USE ONLY***</b>     |                                       |                                     |
| REGISTERED BY PSC:                  |                                       |                                     |
| <b>MOORAGE STATUS</b>               |                                       |                                     |
| TRANSIENT: <input type="checkbox"/> | DAILY: <input type="checkbox"/>       | EXCLUSIVE: <input type="checkbox"/> |
| STALL NO.                           | TERM:                                 | DEPOSIT FEE PAID:                   |
| HARBORMASTER:                       |                                       | DATE:                               |
| APPROVED: <input type="checkbox"/>  | DISAPPROVED: <input type="checkbox"/> |                                     |

# MUNICIPALITY OF SKAGWAY

## VESSEL MOORING AGREEMENT

This is a rental agreement between the Municipality of Skagway, P.O. Box 415, Skagway, AK 99840, hereinafter called the "Municipality" and the undersigned vessel owner, agent or operator, hereinafter called "Lessee".

In consideration of the mutual terms and conditions set forth herein, Municipality and Lessee agree as follows:

1. Moorage Space: Municipality leases to Lessee moorage space as identified herein.
2. Rent: For such moorage space and other services received, Lessee agrees to pay when due the fees and charges as established by the Skagway Borough Assembly from time to time.
3. Compliance with laws and regulations: Lessee understands that the Municipality has issued and may continue to issue such rules and regulations for the harbor and harbor area as the Municipality in its judgment deems reasonable and necessary; and Lessee agreed to comply with all applicable Federal, State and local laws, statutes and ordinances, and all rules, regulations, procedures and special instructions issued by the Municipality and the Harbormaster or his agents. Lessee hereby grants the Municipality free access at all times to the vessel for purposes of inspection for compliance with this agreement, movement of the vessel, fighting of fire or other causality, or in the discretion of the Municipality, preventing any causality or potential hazard. However, as provided in Paragraph 4, the Municipality does not assume any responsibility for damage done to or by the vessel, its gear, equipment or contents by asserting the foregoing rights.
4. Waiver of responsibility: It is mutually agreed that the Municipality by entering into this agreement does not accept the vessel for storage, that the Municipality is not a bailee or warehouseman of the vessel, and that the Municipality shall not be liable or responsible in any manner for the safe keeping and condition of the vessel, its tackle, apparel, fixtures, equipment, gear, or furnishings. It is further agreed that the Municipality will not be liable or responsible for any personal injuries or other damage suffered by Lessee or his employees, agents or invitees arising from any cause whatsoever upon the vessel, harbor facilities or premises adjacent thereto, except if said injuries or damage are proven to have been proximately caused by the negligence of the Municipality. Lessee agrees to indemnify and hold the Municipality and its agents and employees harmless from any loss, damage or injury resulting from the acts or omission of Lessee, his employees, agents or invitees.
5. Assignment:
  - (a) Lessee shall not assign, sublet or otherwise transfer any interest in this lease or the moorage space at the boat harbor.
  - (b) Lessee agrees to notify the Municipality within ten (10) days of the sale or transfer of any ownership interest in Lessee's boat including the name and address of the purchaser or transferee, or the change of the vessel's operator, including the name and address of the new operator.
6. Termination by Municipality: The Municipality reserves the right to summarily terminate this agreement and any rights of Lessee or Lessee's assignees, sub-lessees or transferees upon learning of any violation of this agreement including, but not limited to: Lessee's violation of applicable Federal, State or local laws, statutes, ordinances, rules or regulations; Lessee's sale or transfer of his vessel without notifying the Municipality; Lessee's attempted assignment, sublease or other transfer of moorage space; or Lessee's charging any other person any money or other consideration for the use of the subject moorage space.
7. Condition of Moorage Space: Lessee has inspected the moorage space and the premises adjacent thereto and accepts them in their present condition. Lessee agrees to keep them neat, clean, orderly and free from all inflammable substances, and will at all times preserve the space in as good condition and repair as the same now is or may hereafter be put to, reasonable use and wear expected. Lessee shall dispose of sanitary waste, litter, trash, garbage, throw away or any disposable articles of any kind in proper receptacles. Lessee shall not dispose of any items, including sanitary waste overside.
8. Municipality's Rights Upon Non-payment:
  - (a) In the event the rental fee or any other charges have accrued in favor of the Municipality become past due more than thirty (30) days, the Municipality, without any advance notice, may take possession of the vessel, its tackle, apparel, fixtures, equipment and furnishings, and retain the same in its possession until all charges then owing and any charges accruing thereafter have been fully paid. Any cost incurred for the removal or storage of the vessel or equipment stored removed under these conditions. During the period of seizure or removal or any time when said vessel and equipment area in wet or dry storage, the Municipality shall not be liable, in any manner, for the safekeeping or condition of the same and, furthermore, is not responsible therefore, as a warehouseman. Lessee agrees and does authorize the Municipality to see the vessel and equipment at public auction, pursuant to written notice, if the rental fee or other charges remain unpaid for a period of sixty (60) days or more after seizure, or if the vessel is not removed from the small boat harbor or Municipality property after Lessee is duly notified in writing to this effect. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which the Municipality may have virtue of statute or otherwise.
  - (b) In any action or proceeding for the collection of any sums which become payable hereunder Lessee agrees to pay to the Municipality all of the Municipality's expenses, including attorney's fees, incurred therein.
9. Waiver: The failure of the Municipality to insist upon strict performance of any term, condition or covenant of this lease, to exercise any right or remedy available on a breach thereof, or the acceptance of full or partial payments during the continuance of any breach shall not constitute a waiver of any applicable term, condition or covenant of this agreement. Waiver of performance of any term, condition or covenant, or any breach thereof shall be only by written instrument executed by the Municipality. A waiver of any default shall not affect or alter any term, conditions or covenant of this agreement, and those terms, conditions or covenants shall continue in full force, and effect with respect to any other subsequent default.
10. Non-waiver: Nothing contained in this agreement shall be construed as a waiver by the Municipality of its right to arrest any vessel or boat to enforce a maritime lien under federal law or a waiver of any other right or remedy under the laws of the State of Alaska.
11. Term: This agreement shall become effective on the date stated herein and shall remain in force until terminated by the Municipality for default pursuant to paragraph 6 above, or by either party after thirty (30) days written notice has been delivered to the other party.
12. Paragraph Headings: The captions and paragraph headings in this agreement are for the convenience of the parties only and do not limit, restrict, or otherwise amend the text language of any paragraph.
13. Notice to Lessee: Billings and notices to Lessee will be mailed to Lessee at Lessee's address as set forth herein. If Lessee moves, or desires to have billings or notices sent to another address, Lessee shall notify the Municipality in writing of the new mailing address. All billings and notices shall be deemed delivered upon first class mailing by the Lessee or by the Municipality.
14. Conflict of Laws:
  - (a) In the event any term of this agreement conflict with any applicable Federal, State or local law, statute, ordinance, rule or regulation, the applicable law, statute, ordinance, rule or regulation shall supersede said term and shall govern the relationship of the parties.
  - (b) The terms of this agreement shall be governed and interpreted by the laws of the State of Alaska.
15. Entire Agreement-Amendment: This writing constitutes the entire agreement between parties. No modification or amendment of this agreement shall be valid unless evidenced in writing and signed by both parties.
16. Severability: If any clause or provision of this agreement is determined by a court of competent jurisdiction to be invalid, it shall not affect the validity of any other clause or provision of this lease.