

APPLICATION FOR TERMINAL USE PERMIT (See User Agreement & Conditions)	Permit Year
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Legal Business Name:	DBA (if applicable):
Agency Firm (if applicable):	Authorized Individual:
Contact Name:	Contact Email:
Contact Work Number:	Contact Cellphone Number:

Mailing Address:

Physical Address:

Use Purpose: Security Ship Scheduling Longshore Maintenance Janitorial Customs

Freight loading/ unloading Other _____

Areas/ facilities needed to access: Ore Dock Broadway Dock Ore Terminal Ferry Float Broadway Dock Uplands Freight Pier uplands

Small Boat Harbor SBH Uplands Marine Storage Marine Maintenance Facility Ore Dock Uplands Freight Pier Other: _____

Terminal Use Sub-Permit Holders: These are contracted companies that will be working at or within the port on the Terminal User's behalf (if more room is needed, continue on page 2).

Company Name	Service to Terminal User	Contact Name	Contact Number

USER AGREEMENT & CONDITIONS

A Terminal Use Permit gives the permittee the right to the temporary, non-exclusive use and access of the specifically identified facilities for the purpose described in the permit application, subject to the provisions of an approved permit application, a permit issued by the Municipality of Skagway, and Tariff No. 3. Permit holders will follow all State, Federal and Local maritime, environmental and other law. It is understood that though the permittee may be providing a service to a 3rd party customer, through these services and this agreement, the permittee acts as a steward of the Port of Skagway, its facilities, and the community of Skagway. Therefore, the permittee agrees to consider and incorporate adopted community plans, goals and identified actions when providing the services identified in this application to a customer. This agreement does not give the permittee the authority to act on behalf of the Municipality of Skagway. The permittee agrees to abide by the terms of any and all agreements between the Municipality of Skagway and those 3rd party entities to which services identified above are provided to. Furthermore, all plans, including but not limited to ship schedules, security services, or maintenance activities, must be reviewed and approved by the Port Director prior to publication or the provision of services. No alterations or improvements to the permitted area are allowed, nor may anything be posted or signs of any kind be displayed in the area, except as approved by the Port Director or Borough Manager. It is a responsibility of the permittee to promptly notify the Port Director of any maintenance needs or safety concerns the Terminal Use Permit Holder and its Sub-permit holders have or identify at port facilities. The permittee shall promptly notify the director of any accident, injury or claim relating to or arising out of the permitted activity. The permittee shall hold a certificate of insurance for general public liability in the amount and for the risks determined by the Municipality for the proposed use. The certificate must establish that the Municipality of Skagway is named as an additional insured on the policy, and that the insurer shall notify the Municipality if the policy is modified, canceled, or terminated. The permittee agrees to indemnify, defend, and hold harmless the Municipality of Skagway from any and all claims for injury, including death, or damage to persons or property arising out of or related to in any way with the permittee's activities, including the activities of its subcontractors and sub permittees.

Listed Terminal Use Sub-permit holders are contractors operating under the named Terminal Use Permit holder for the purpose of providing specialty services to the Terminal Use Permit Holder at Port of Skagway facilities, subject to the provisions of an approved permit application, a permit issued by the Municipality of Skagway, and Tariff No. 3. The Terminal Use Permit Holder is responsible for ensuring sub-permit holders and their employees meet security requirements for access to port facilities and follow State, Federal and local laws as well as requirements of Tariff No. 3 while within the Port of Skagway. All agreements with sub-permit holders shall include the defend and indemnification provision required of in this permit in favor of the Municipality of Skagway and the Municipality of Skagway must be named as an additional insured on the general insurance policy of the sub-permittee.

Permits are good for one (1) year and are not renewable. A new application must be submitted each year. The Port Director may terminate the permit for any breach of the provisions of this permit, Tariff No. 3 and/ or S.M.C Title 12 & Title 19.

Authorized Individual's Signature: _____ Date: _____

FOR PORT USE ONLY

Application Received By:	Time/Date:
Application Approved By:	Time/Date:
Permit Number:	Permit Expiration Date:
Comments:	

Additional Terminal Use Sub-Permit Holders:

Company Name	Service to Terminal User	Contact Name	Contact Number