



APPLICATION FOR WHARF ACCESS & TERMINAL VEHICLE ACCESS PERMIT

		Permit Year	
		DBA (if applicable):	
Agency Firm (if applicable):		Authorized Individual:	
Contact Name:		Contact Email:	
Contact Work Number:		Contact Cellphone Number:	
Mailing Address:			
Physical Address:			
Request:	<input type="checkbox"/> Wharf Access	<input type="checkbox"/> Terminal Vehicle Access	<input type="checkbox"/> Both
If requesting Wharf Access, list Port Access Permit Number or Terminal User Permit Number:		Have you registered for Skagway's Tourism's Best Management Practice program? Participation in this program is mandatory for Terminal Vehicle Access holders.	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Number of Vehicles Being Permitted	<input type="checkbox"/> 1 (\$250)	<input type="checkbox"/> 2 – 3 (\$500)	<input type="checkbox"/> 4 – 6 (\$1,000)
		<input type="checkbox"/> 7 – 10 (\$1,500)	<input type="checkbox"/> 11 – 20 (\$3,000)
			<input type="checkbox"/> 21+ (\$6,000)

Vehicle Information (If permitting more than 3 vehicles, complete list on page 2)

License Plate Number	Vehicle Make & Model	Vehicle Length	MOS Ground Transportation Certificate Number if applicable	Permit Number and Zone: (PORT USE ONLY)

Each vehicle being operated as a Public Transportation Vehicle must be in compliance with (S.M.C. 5.08). Applicants are subject to the provisions of an approved permit application, a permit issued by the Municipality of Skagway, and Tariff No. 3. The business or individual applicant listed above is responsible for ensuring transportation operators meet security requirements for access to port facilities if accessing docks and follow State, Federal and local laws as well as requirements of Tariff No. 3 while within the Port of Skagway Terminals. Applicants must also be registered for Skagway TBMP, have at least one representative attend parking and transportation orientation, and have a signed Port of Skagway Terminal permit agreement on file.

Permits are good for one (1) operating season and are not renewable. A new application and signed permit agreement 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 5.

I certify that all the information contained in this application is true and complete and understand that any false statements or misrepresentations shall result in the denial/revocation of this certificate. I further understand that it is a misdemeanor under AS 11.56.210 to submit a false written statement.

Authorized Individual's Signature: _____ Date: _____ Page 1 (continued)

FOR PORT USE ONLY	
Application Received By:	Time/Date:
Application Approved By:	Time/Date:
Permit Expiration Date:	
Comments:	



2024 PORT OF SKAGWAY TERMINAL VEHICLE ACCESS PERMIT AGREEMENT

This Terminal Vehicle Access Permit Agreement ("Agreement") is by and between the **Municipality of Skagway** ("Skagway"), and

_____ ("Permittee"), dated _____.

Recitals

- A. Skagway is the local municipal government and operates two cruise berths, Broadway and Ore Dock, along with additional facilities within the Port of Skagway Terminal.
- B. The Permittee desires to park on Skagway properties shown in Schedule "A" maps on the following terms and conditions.
- C. Skagway desires to allow the Permittee on the following terms and conditions.

Terms

For good and valuable consideration, Skagway and the Permittee agree as follows:

1. Purpose and Scope. The purpose of this Agreement is to establish a limited independent Contractor relationship between Permittee and Skagway for the sole and exclusive purpose of parking near the Docks within the areas shown on Schedule "A" maps appended hereto and formally part hereof ("Permitted Parking"), and governs the terms and conditions under which the Permittee is authorized to park.

2. Independent Contractor. The Permittee expressly acknowledges that the Permittee is acting as an independent contractor and not as an employee, joint venturer or partner of Skagway for all purposes, including, without limitation, payment of Social Security withholding tax and all other federal, state and local taxes. All individuals that work for Permittee shall at all times be and remain employees of the Permittee and shall not be employees, agents or representatives of Skagway. The Permittee assumes and shall be responsible for all obligations to those individuals that work for the Permittee. The Permittee shall at all times identify itself as an independent entity or person separate from Skagway and the name of the Permittee shall not be the same as, or misleadingly similar to, Skagway or an affiliate of Skagway.

3. Permittee's Standards.

A. Permittee's Standard of Conduct. Permittee and its employees shall at all times maintain ethical, competent and professional standards of conduct and business while parking and performing the services under this Agreement, and in their dealings with clients, the public and Skagway. Disparagement by the Permittee of Skagway to clients and/or the public will not be tolerated.

B. Compliance with Laws. Permittee and its employees shall comply with all applicable laws, rules and regulations in performing their services under this Agreement.

4. Rules, Price & Guidelines.

A. Rules and Instructions. The Permittee shall comply with all rules and instructions periodically issued or revised by Skagway with regard to parking near the Broadway and Ore Docks, including, without limitation, cost, proof of liability insurance, parking zones, traffic flow, maximum vehicles parked at a time as well as Alaska State Law and rules enforced by Cruise Line Agencies of Alaska and/or the Port of Skagway. Permittee shall display the Skagway issued parking sticker for permitted vehicles on the driver's side, lower corner of the front windshield at all times.

B. Price. Permittee shall pay Skagway according to the cost structure outlined below:

VEHICLE ACCESS PERMIT ANNUAL VEHICLE FEES	
# Vehicles	Rate
1	\$250
2-3	\$500
4-6	\$1,000
7-10	\$1,500
11-20	\$3,000
21+	\$6,000

Permits are not issued specific to either “Zone A”, “Zone B” or “Zone C” but parking in various areas is restricted based on vehicle length and purpose as outline in ‘Schedule A’.

C. Insurance Requirements. For tours utilizing bus, van or motor coach transportation, the tour operator must be insured with a minimum limit in the following amount per occurrence, with no exceptions:

- U.S. \$1,000,000 per occurrence

Permittee must provide Skagway with a current Certificate of Insurance upon execution of this Agreement. This Certificate must indicate that the insurance is in effect with the following terms and conditions:

- Skagway is named as an additional insured.
- It must provide 30-day notice of cancellation to Skagway with a “will mail notice” provision.
- Drivers must have a current driver’s license appropriate for the vehicle being driven and be a current employee of the Permittee.
- Pedestrians and people movers have the right-of-way at all times.
- Permittee will adhere to all Municipal, State & Federal laws.

5. Terms of Agreement.

A. One Operating Season for Day Parking. This Agreement shall remain in effect for a period of one (1) operating season, from April 15, 2024 through October 31, 2024, unless earlier terminated as set forth below. Spaces are available from 5:00am to 9:00pm and are designed to be used for quick turnarounds with passengers (30 minutes or less). You should not park and leave your vehicle for any other reason. No Overnight Parking Allowed.

B. Termination with Cause. Skagway may terminate this Agreement without notice if Permittee breaches any term, condition or obligation or if Permittee becomes insolvent or generally fails to pay its debts as they become due, or voluntarily or involuntarily declares or files for protection under any bankruptcy or insolvency law.

C. Termination without Cause. Skagway may terminate this Agreement without cause, and for any or no reason, with ten (10) days’ prior written notice.

D. Obligations upon Termination. Upon termination, Permittee shall immediately stop parking in the permitted area and return all parking permits to Skagway.

6. Indemnity. And for further good and valuable consideration, the Permittee shall indemnify, defend, and hold Skagway and its officers, directors, affiliates, employees and shareholders harmless from and against any claim, cost, expense, damage, or liabilities, including personal injury and wrongful death arising from or relating to Permitted Parking, property designated and/or its provision of any services under this Agreement.

7. Miscellaneous Terms and Provisions.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous specifications, proposals, representations, understandings, negotiations, oral or written, expressed or implied between the parties hereto and their representatives.

(b) Modifications & Amendments. No part of this Agreement may be changed, altered, modified, or amended except by written instrument executed by both parties and made a part of this Agreement.

(c) Assignment of Contract. Neither this Agreement, any obligation or performance thereof, nor any rights thereunder accruing to the Permittee, may be assigned or delegated by Permittee without the prior written consent of Skagway. Any such assignment or delegation without Skagway' prior written consent shall constitute default of this Agreement and shall be wholly ineffective.

i. This includes, but is not limited to:

1. The assignment or delegation of parking permits to a third party without prior written consent of Skagway.

(d) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to an extent, be invalid or unenforceable, the remainder of this contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) Benefits. Subject to the prohibition on assignment set forth herein, this Agreement shall be binding on and inure to the benefit of the parties and the respective successors and assigns.

(f) Waiver of Default. The failure of either party to enforce any term or condition after breach or default by one of the other party shall not void the rights of the nondefaulting party to enforce the same, and other covenants or conditions on the occasion of any subsequent breach or default.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(h) Governing Law. This Agreement has been negotiated and executed in the State of Alaska, and the laws of Alaska shall govern its construction, interpretation and validity. The Superior Court for the First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or related in any way to this Agreement or any performance or non-performance under this Agreement.

BUSINESS NAME: _____

Per: _____
Authorized Signature

Date

Authorized Person: _____

Title: _____

Questions?:

Contact: Rebecca Kameika
Port Administrative Manager
PO Box 415, Skagway, AK 99840
907-983-9716 (phone)
r.kameika@skagway.org



BROADWAY DOCK MAP



- FOLLOW ORANGE CIRCLES TO BROADWAY DOCK
- FOLLOW RED HEXAGONS TO SMALL BOAT HARBOR AND RAIL DOCK
- FOLLOW PURPLE SQUARES TO ORE DOCK



AMH Dock access only →

SMART BUS
LOADING &
WAITING ZONE

BROADWAY DOCK

Zone A, B & C Waiting M&M Tours

Zone A & B Loading Under 27'
Zone A Loading Over 27'

Zone C Loading

Staging



DOWNLOAD
MAP OF SKAGWAY

1ST AVE

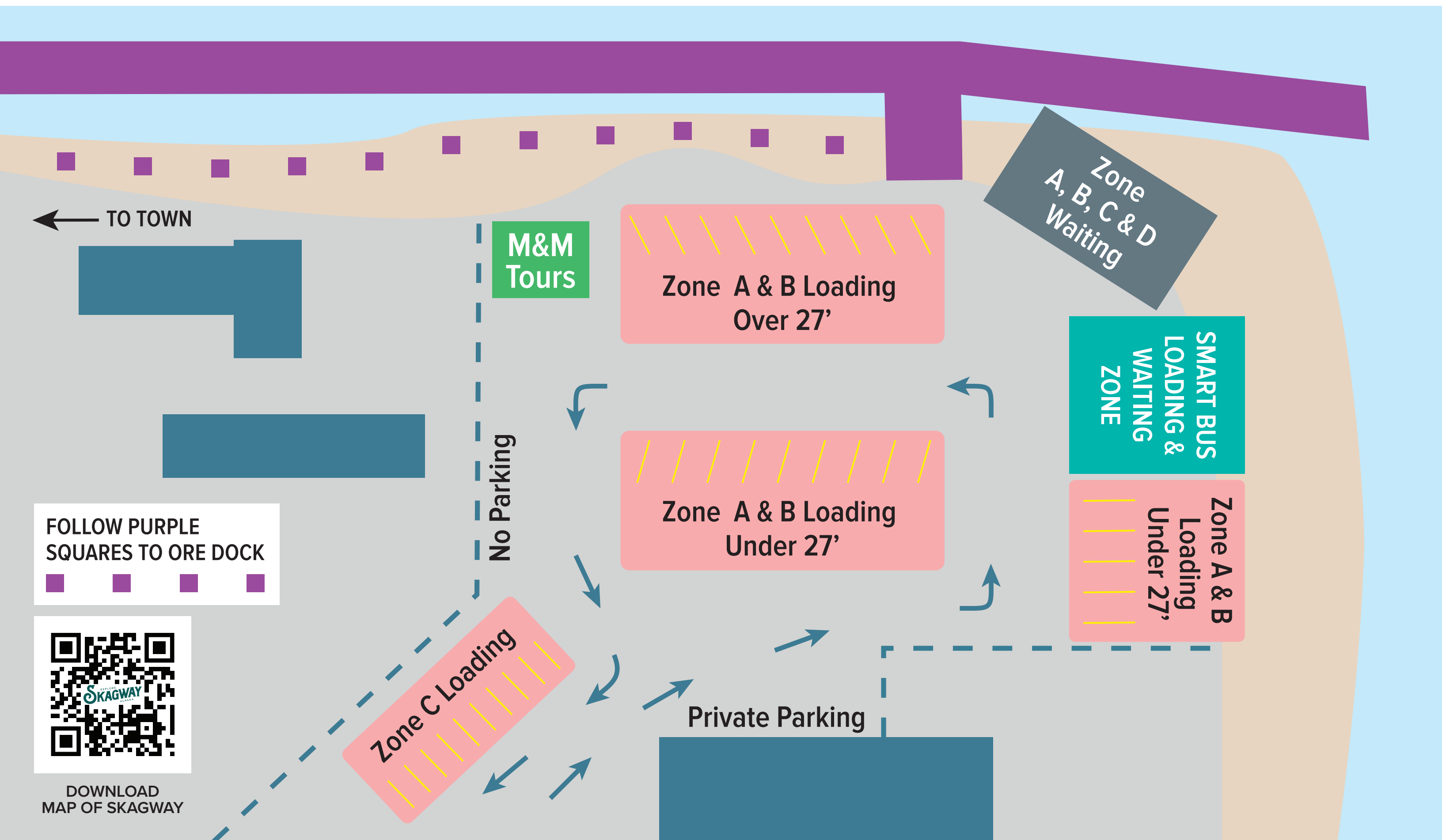
STATE ST

(To Town) BROADWAY

HARBOR WAY



ORE DOCK MAP



← TO TOWN

**M&M
Tours**

**Zone A & B Loading
Over 27'**

**Zone
A, B, C & D
Waiting**

**SMART BUS
LOADING &
WAITING
ZONE**

**Zone A & B Loading
Under 27'**

**Zone A & B
Loading
Under 27'**

**FOLLOW PURPLE
SQUARES TO ORE DOCK**



**DOWNLOAD
MAP OF SKAGWAY**

No Parking

Private Parking

Zone C Loading



2024 Tourism Best Management Practices Purpose

Skagway, Alaska is located on the traditional land of the Chilkoot Tlingit People. In conducting business in this region, we commit to being good stewards of our natural environment and educating our guests to do the same so that we may preserve its fragile beauty for generations to come.

This program is a cooperative effort of Skagway businesses, merchants, restaurants, tour operators, cruise lines, transportation providers, federal, state, tribal and the Municipality of Skagway. Tourism Best Management Practices (TBMP) are intended to minimize the impacts of tourism in a manner which addresses both resident and industry concerns and enhances the visitor experience in Skagway. These guidelines, however, do not replace applicable city, state, tribal or federal regulations. By actively participating in this voluntary program, participants demonstrate their commitment to address key community concerns.

Participating businesses are responsible for managing this program and for promoting its objectives through a variety of means. These may include press releases, public service announcements, brochures, newspaper inserts, additional print media, and other appropriate means. This may also include contacting other businesses who have not signed on to the program and encouraging them to join with other visitor industry businesses. The MOS supports and endorses the Tourism Best Management Practices program and encourages all to participate.

Program Contacts

TBMP HOTLINE: 907-983-9777

TBMP EMAIL: tbmp@skagway.org

TBMP WEBSITE: <https://www.skagwaytbmp.com/>

PRIMARY INDUSTRY CONTACT: Jaime Bricker

Scan to Become a
Partner





NOTICE

The Port of Skagway would like to inform the public that they can sign up for Port specific Everbridge/Nixle alerts.

This is a FREE notification system to sign up; standard message and data rates may apply:

This system is available to those who choose to opt-in to be included in alerts and notifications relating to the Port of Skagway. We encourage tour operators, business owners, MOS employees, and all others wishing to stay informed to sign up to receive timely notices.

This system will be used to send timely information regarding, but not limited to, the below:

- Dock Changes
- Ship Cancellations
- Dock Assignments
- Parking/Traffic Notices
- Road closures/route changes for special events
- General Reminders (e.g., upcoming holidays)
- Cruise Schedule Changes
- Rockslide Alerts/Notices
- Community News About the Port

Sign-up by scanning the QR code below or visiting the Port of Skagway's website at www.skagway.org/portofskagway

