

CITY OF VALDEZ

300 North Harbor Dr.

PO BOX 275, Valdez AK 99686



Transient Moorage Agreement January 2020 to December 2020

WWW.VALDEZAK.GOV

Office: 907-835-4981

Fax: 907-835-2958

Customer Information:

Vessel Owner (Last, First, M):

Driver's License #:

State Issued:

Street Address:

City:

State:

Zip Code:

Mailing Address:

City:

State:

Zip Code:

Cell Phone:

Home Phone:

Work Phone:

Email Address:

Auto-Pay: Yes No

Emergency Contact:

Emergency Contact Phone:

Seasonal Caretaker:

Seasonal Caretaker Phone:

Vehicle Make/Model: _____ Vehicle Plate: _____ Trailer Make/Plate: _____

Business / Company Information:

Company Name:

Address:

City:

State:

Zip Code:

Operator or Co-Owner Information (circle one):

Name (Last, First, M):

Address:

City:

State:

Zip Code:

Email Address:

Phone #:

Operator or Co-Owner is responsible for all billing: YES NO

Vessel Information:

Vessel Name:

Make:

Model:

Documentation #:

ADF&G #:

AK Reg. #:

If not registered, by initialing, you intend to register the vessel according to AK State Dept. of Licensing. _____

Gas or Diesel Do you have a carbon monoxide detector on board? _____

Year of Vessel:

Length OVERALL:

Beam:

Draft:

Vessel Type: Seiner Sail Power Multihull Gillnetter Other _____

Vessel Insurance Information:

Provider:

Amount of Coverage:

Type of Coverage:

General Liability

Legal Liability

Pollution Liability

Policy #:

Policy Period:

Billing Information (Staff Use Only)

Start Date:

Boat measured at:

Power: Yes No

Moorage use permitted under this license: Recreation Commercial Fishing Charter

Tour Other

Annual Moorage

Monthly Moorage

Daily Moorage

Account #:

Staff Signature:

Date:

Moorage Check List

- Moorage Contract is completed in its entirety and registration is in customer's name
- Customer maintains a proper marine grade cord if using electric in our facilities
- Current insurance policy meets the State of Alaska requirements
- Pets must be on a leash and pet waste must be picked up
- Customer is responsible for damage to dock
- Dinghies tied to dock or vessel must be labeled
- If live-aboard moorage is granted, a separate agreement / application will be required
- Customer is responsible to read and abide the rules, regulations, and procedures and BMP's
- Customer agrees to use pump-out facilities, it is illegal to dump holding tanks into the Harbors
- Valdez Harbors are NO DISCHARGE Harbors
- Spills MUST be reported immediately
- Storage is not allowed on floats, small boarding steps are ok when approved by Harbor Master
- Packages can be received by Harbor if it must be shipped ground. Will be held for 2 weeks max

Harbor staff has explained all of the above and customer agrees to abide by these rules and ones set forth in the Valdez Harbor's rules, regulations, and procedures. Customer agrees to provide proof of registration, insurance, and completed moorage agreement prior to moving boat into the Harbors.

Staff Signature: _____

Customer Signature: _____

Date: _____

Print Name: _____

Terms and Conditions of Vessel Moorage Agreement

This Vessel Moorage Agreement (“Agreement”) is hereby entered into between the City of Valdez, Alaska, Harbor (“Harbor”) and the undersigned vessel owner, agent, or operator identified herein (“Owner/Licensee”). In consideration of the mutual terms and conditions set forth herein, City and Owner/Licensee agree as follows:

- 1. Transient Moorage:** The City grants Owner/Licensee permission only to moor the Vessel identified herein (the “Vessel”) in the Harbor on a first come/first serve basis, subject to these terms and conditions. Owner/Licensee is not assigned any space on a preferential or indefinite basis, and agrees that the City has the right in its discretion to move, or to require Owner/Licensee to move, the Vessel to any other space or other location in the Harbor at any time and for any purpose. Upon the departure of the Vessel from the Harbor, neither Owner/Licensee nor the Vessel has any preference or priority for moorage upon returning to the Harbor. Owner/Licensee acknowledges that no vessel other than the Vessel described herein may be substituted without the prior written approval of the City. Transient vessels must check out by 11:00am.
- 2. Fees and Charges:** Owner/Licensee agrees to have read and understood the resolution of the Valdez City Council setting forth fees and charges applicable under this Agreement. Transient Slip Rental: Owner/Licensee shall pay the transient moorage fee as set forth by resolution of the Valdez City Council for the Vessel on daily, monthly, or annual basis (each a transient moorage period), and shall pay when due all other charges, accrued interest and surcharges established by the Harbor from time to time. The transient moorage fee commences upon the Vessels arrival in the moored area. Daily or monthly moorage fees that are prepaid before the 25th day of the month before the month to which the fees apply shall be subject to a discounted rate as provided in the Harbor Regulations. If the City, in its sole discretion, provides services, repairs or salvage to the Vessel for its protection, Owner/Licensee shall pay all charges therefor at the rates provided for in the Valdez City Code. All delinquent fees and charges become a lien on the Vessel and its tackle, fixtures, equipment and furnishings. The City may change moorage fees and other charges at any time during the term of this Agreement, and Owner/Licensee shall pay any increased fees and charges as of their effective date.
- 3. Compliance with Laws and Regulations:** Owner/Licensee agrees to use and occupy the Slip strictly in accordance with the terms and conditions of this Agreement. Owner/Licensee shall comply with all applicable federal, state and local laws and regulations and special instructions issued by the Harbormaster. Owner/Licensee agrees that he or she has read and agrees to all policies and procedures applying to the harbor including all City Code provisions and related documents. City, its employees and agents shall have access to the Vessel to inspect for compliance with this Agreement and to move the Vessel to protect against any casualty or potential hazard. City assumes no responsibility to take any such action or for any resulting damage to the Vessel, its tackle, fixtures, equipment, or furnishings.
- 4. Duties of Owner/Licensees / Condition of Vessels:** The Harbormaster or his or her designee shall have the authority to set standards for the appearance and serviceability for vessels moored within the harbor basin or stored on harbor property. Owner/Licensee agrees to maintain the Vessel in accordance with such standards. The City shall at the sole discretion of the Harbor Master or his or her designee, have the right to expel any vessel from the harbor, which does not meet the standards of appearance maintenance or safety. Owner/Licensee agrees that the Vessel shall be properly documented or registered and show all required markings and decals and Owner/Licensee agrees to promptly provide City with a copy of the Vessel’s registration, title and documentation upon request by City. Owner/Licensee agrees that it is Owner/Licensee’s sole duty to keep the Vessel properly secured and moored at all times; to keep the Vessel tight (bilges dry), staunch and seaworthy; to keep the Vessel in good operating condition and repair; to keep the Vessel neat, clean, and free of rust, mildew, peeling paint, rot, blistering, and flaking; to equip the vessel with adequate mooring lines and fenders in strong, clean and satisfactory condition; and to keep the Vessel with a neat, shipshape and aesthetically pleasing appearance. The Owner/Licensee’s compliance with the standards referred to in this paragraph shall be determined at the sole discretion of the Harbormaster or his or her designee. Owner/Licensee acknowledges that the Slip is not to be used for long-term storage (over thirty (30) consecutive days) of an inoperable Vessel (except when winterized between November 1st and April 30th). In the event it is determined by City that Owner/Licensee or Vessel is not in compliance with the requirements of this paragraph, City may terminate this Agreement for cause.
- 5. Vacancy:** Whenever Owner/Licensee expects their assigned Slip to be vacant for more than 24 hours, Owner/Licensees shall notify the Harbormaster and the Harbor shall have the right to rent or use the Slip for its own purposes at any time it is not occupied by Owner/Licensee’s Vessel.

6. Limitation of Liability, Waiver of Responsibility, and Indemnity: By entering into this Agreement, Owner/Licensee acknowledges that he or she is aware of the various types of risks involved in keeping a Vessel at a harbor. Owner/Licensee accepts the Slip, docks, piers, and their appurtenances and all common areas "as is" and agrees they are in satisfactory condition, safe and suitable for use by Owner/Licensee and Owner/Licensee's guests/invitees. Owner/Licensee agrees that use of the Slip, Harbor grounds/facilities, parking and other common areas by Owner/Licensee, Owner/Licensee's guests and invitees shall be at their own risk of property loss/damage and/or personal injury/death, arising from any cause whatsoever. Owner/Licensee further agrees that neither the City, nor any of its agents, employees, officers, directors, or other representatives shall be liable for any loss, damage or injury to the person or property of Owner/Licensee or of Owner/Licensee's guests and invitees including any loss or damage to Owner/Licensee's Vessel, motor vehicle(s), or their contents or equipment, regardless of whether such loss, damage, personal injury or death be occasioned by fire, storm, theft, vandalism, collision, ice, sinking, act of God, or any other cause or condition, including, but not limited to the negligence (but not gross negligence or willful misconduct) of the City, its agents, employees, officers, directors, or representatives, and including, but not limited to, any negligence of the City in connection with providing voluntary first aid or assistance meant to save lives, treat or avoid injury; dockhand assistance, or mechanical repair. Owner/Licensee further agrees to indemnify and hold harmless the City, its agents, employees, officers, directors, and representatives from and against any claim, action, fine, damages, attorney's fees and costs (whether suit is filed or not) arising from the use of the slip, the Harbor grounds/facilities, the parking areas, and any other common areas at the Harbor by Owner/Licensee, Owner/Licensee's guests or invitees, arising from any cause whatsoever, including, but not limited to, the negligence (but not gross negligence or willful misconduct) of the City, its agents, employees, employees, officers, directors, and representatives. All lawsuits or legal actions against the City, its agents, employees, officers, directors, and representatives must be filed within one (1) year of the occurrence that gives rise to such lawsuit or legal action, or be forever barred. Owner/Licensee agrees that in the event the City conveys its interest in the Slip or assigns its interest in this Agreement, then the City, its agents, employees, officers, directors and representatives shall be released from all liability or obligations which thereafter arises under this Agreement or activities related to the Harbor and Owner/Licensee shall look only to the transferee of the Slip, or assignee of this Agreement for restitution for ~~damages~~.

7. No Sale or Assignment of Moorage Space: Owner/Licensee may not assign or transfer this Agreement or the moorage space occupied by the Vessel. In the case of death of a reserved moorage space holder, the moorage space may be transferred to the heir or devisee of the space holder who receives ownership of the Vessel by transfer per the terms of the will, or if no will is in effect at the time of death, a transfer via intestate successions to a family member pursuant to Alaska Statutes. Owner/Licensee may not use the moorage space for any vessel other than the Vessel noted on reverse side. Owner/Licensee shall notify the City within ten (10) days after transferring title to the Vessel, and provide the name and mailing address of the transferee.

8. Termination For Cause by City: The City reserves the right to terminate this Agreement and rights of Owner/Licensee or Owner/Licensee's assignees, sub-lessees or transferees upon learning of any violation of this Agreement including, but not limited to: Owner/Licensee's violation of applicable Federal, State or Local laws, statutes, ordinances, rules, procedures or regulations, Owner/Licensee's sale or transfer of the Vessel without notifying the City, or Owner/Licensee's charging any other person any money or other consideration for the use of the subject moorage space without prior written authorization from the City.

9. Termination without Cause by City: The City may elect, at its sole option, to terminate this Agreement at any time. In such event, the City shall send Owner/Licensee written notice of termination by first class mail to the address written above (or to any new address provided by Owner/Licensee to the City in writing. In such event, once Owner/Licensee has removed the Vessel from the Slip, the City shall refund to Owner/Licensee the pro-rated charges from the date of termination to the end of the current term of this Agreement (after deducting any amounts due by Owner/Licensee to the City). In the event Owner/Licensee does not remove the Vessel from the Slip within ten (10) days after the City sends notice, the City may remove, tow, haul, and store the Vessel at Owner/Licensee's expense and sole risk of loss and damage, and at the City's then effective daily transient rate also described as the "billed" daily rate.

10. City's Right to Remove or Impound: Upon termination of this Agreement, and in any circumstance where authorized in the Valdez City Code (including without limitation when moorage fees or other charges are more than ninety (90) days past due), the City may remove the Vessel from the Harbor at Owner/Licensee's risk and expense, and/or impound the Vessel, its tackle, fixtures, equipment, and furnishings, and pursuant to notice, auction, sell or dispose of the same.

11. Term: This Agreement shall become effective on the date stated herein and shall remain in force until terminated by the City for default pursuant to paragraph 6 above, or by the Owner/Licensee after thirty (30) days written notice has been delivered to the City.

12. Insurance: Owner/Licensees agree at all times to keep the Vessel and its contents covered by a policy of all risks hull insurance in an amount equal to the actual value of the Vessel and its contents. Unless the City, at its sole discretion, requires in writing higher or lower limits of coverage. Owner/Licensees also agree to keep the Vessel covered at all times by a policy of protection and indemnity

or liability insurance, including pollution/fuel spill coverage, with minimum limits of at least \$300,000 per occurrence. Owner/Licensee agrees to cause the City to be named as an additional insured on all such policies of insurance without limitations or exclusions different from the Owner/Licensee. Owner/Licensee agrees to name the City as an additional insured and Certificate Holder under said policies and to present the City with the Certificate of Insurance prior to using the Slip, and upon every renewal hereof. Continuation of this Agreement despite any failure by the Owner/Licensee to provide such Certificate to the City despite the failure of Owner/Licensee to cause the City to be named as an additional insured, shall not be considered waivers of such requirements by the City. Owner/Licensee shall provide proof of such insurance to the City.

13. Seaworthiness-Underway Policy: Owner/Licensee shall keep the Vessel seaworthy and capable of operating under its own power at all times, except for a reasonable time while undergoing repairs. If the Harbormaster or his/her designee suspects that the vessel is not capable of operating under its own power they may request a demonstration by appointment within seven (7) business days. If the Vessel fails to comply with this requirement, the moorage charge for the Vessel shall increase by 50% commencing when the Vessel fails to comply and continuing during the period of non-compliance. If after thirty (30) days the Vessel is still unable to operate under its own power the Vessel shall be removed from the water and repaired at the Owner/Licensee's expense.

14. Snow Removal: It is the Vessel Owner/Licensee's responsibility to keep the snow removed from the half of the finger float the Vessel is tied to. Snow sheds shall be placed so that snow does not fall on the finger floats. If snow removal is not maintained and harbor staff is required to remove snow due to possible damage to finger floats, Vessel Owner/Licensee will be charged for labor performed.

15. Ice: The City makes no guarantee that during the winter months de-icing of the assigned Slip will be provided. Owner/Licensee may, at the Owner/Licensee's option and sole expense, and subject to obtaining the prior approval of the City, install and operate in the assigned Slip, portable deicing equipment. Owner/Licensee acknowledges that there will be times in very cold weather, or when electrical service is disrupted, when de-icing equipment will not operate or succeed in providing a completely ice-free slip, and that damage to the Vessel or other consequential damages may occur. Owner/Licensee assumes the risk of all actual and consequential damages caused to the Vessel by ice during the winter months, and Owner/Licensee holds the City, their agents, employees, officers, and directors harmless from any liability for the same.

16. Live-Aboard Policies: Any Owner/Licensee that lives aboard a vessel subject to this Agreement for a period of more than ninety (90) Days within the calendar year shall file a written application with the City and, if the application is approved, execute a written Live-aboard as provided by the City. Active commercial fishing vessels are exempt from this requirement between April 1 and October 1 of each calendar year.

17. Common Areas: Provided Owner/Licensee complies with their duties and obligations hereunder, the City hereby grants Owner/Licensee a non-exclusive license to use of the docks, promenade, parking areas, picnic areas, restrooms, lounge facilities and other common areas within the Harbor which are designated for general use by Owner/Licensee and Owner/Licensee's guests and invitees, subject to the Harbor Rules and requirements set forth in this Agreement. Owner/Licensee agrees that neither they nor their guests or invitees will place or leave any objects upon the docks and finger piers or other common areas of the Harbor without express permission of the Harbormaster. Only steps approved by the City may be placed on the docks or piers. Owner/Licensees may not attach anything to the docks or make any alterations to the docks or finger piers or any other common area of the Harbor.

18. Cancellation by Owner/Licensees: In the event of a vessel sale, the Owner/Licensee may request to assign its rights and obligations under this Agreement to the new Owner of the Vessel, but only with the express consent and approval of the City. Owner/Licensees canceling this Agreement prior to the end of the term will not receive any proration on any fees.

19. Duties Upon End of Term/Termination for Cause/Holding Over: At the end of the term of this Agreement without renewal or extension, or upon termination of this Agreement for cause, Owner/Licensees agree (1) to return the Slip to the City in its original condition, clean and free of debris; (2) to immediately pay all amount due to the City; (3) to surrender all Harbor keys and security cards; (4) to remove all parking stickers from their vehicles; and (5) to immediately remove the Vessel and all of Owner/Licensee's personal property from the Harbor. Owner/Licensees agree that they will not remove the Vessel from the Harbor after termination or after the end of the term, until all amounts have been paid to the City. Until the Vessel is removed from the Harbor, Owner/Licensees agree to pay the City slip rental at the daily transient rate then in effect at the harbor. In the event Owner/Licensees shall fail to remove the Vessel from the Harbor within ten (10) days of the end of the term or of the termination for cause becoming effective, Owner/Licensees authorize the City to board the Vessel and take possession of any of Owner/Licensee's other property in or about the Harbor, and to remove such Vessel or other property at the expense of Owner/Licensees. The City may remove the Vessel or other property to any other wet or dry storage selected by the City. Owner/Licensees agree to pay all costs and expenses

of such removal and continued storage and to reimburse the Harbor for all such costs and expenses advanced. Owner/Licensees further assume all risks of loss or damage to the Vessel and its contents incurred in connection with such removal and/or storage, and hereby release and agree to hold the City, its agents, employees, officers, directors and representatives harmless from any liabilities, costs, and expenses incurred in connection therewith, regardless of the nature of the damages, and arising from any cause whatsoever, including but not limited to the negligence (but not gross negligence or willful misconduct) of the City, its agents, employees, officers, directors, and representatives. In the event this Agreement is terminated for cause, as set forth above, Owner/Licensees shall continue to be liable to the City for all sums remaining payable for the term of this Agreement; and any sums prepaid by Owner/Licensees to the City shall be forfeited by Owner/Licensees and be deemed the sole property of the City.

20. No Bailment: Owner/Licensees acknowledge that the slips, piers, grounds, parking lots and facilities of the Harbor are not completely secure and that the Vessel and Owner/Licensees motor vehicle(s) will not be under the exclusive control of the Harbor and/or the Harbor at any time. Access to vessels and piers in the Harbor is unrestricted from the public and there is no guarantee that a security guard will be present. Owner/Licensees acknowledge that the City and the Harbor are not insurers of the safety, security, or condition of the Vessel, the Owner/Licensee's vehicle(s), or their contents. Owner/Licensees agree that the City is not a bailee or warehousemen with respect to the Vessel, the Owner/Licensees vehicle(s), or their contents.

21. Contract Work: Owner/Licensees may hire outside contractors to provide service labor, repairs and parts to the Vessel provided that all such contractors meet the requirements of the City as to quality of workmanship, appearance while present at the Harbor, insurance coverage and other requirements reasonably imposed by the City. Owner/Licensee agrees not to allow the performance of any maintenance, repairs, replacement of parts or other general labor without first notifying the Harbormaster of the name of the Contractor(s) who will perform the work and until the contractor(s) has executed required waivers and indemnities and has been otherwise approved by the City. Some repairs may require removal of the Vessel from the water as required under the Harbor Rules and Regulations. Owner/Licensee is responsible for obtaining all permits required for Vessel repair activities including but limited to Hot Work Permits. Owner/Licensee is responsible for making sure the Contractor(s) has filed a Waterfront Commercial Work Permit (including all required documents including State Business License, Valdez Business Registration and Insurance) at the Harbor office and has been approved prior to commencing any work on Harbor property.

22. Collection: In the event it becomes necessary for the City to file suit or assign unpaid invoice(s) to an attorney, individual or firm for collection, Owner/Licensee agrees to pay a reasonable attorneys' fee or collection fee which is agreed to amount to one third (1/3) of the total outstanding balance due at the time said collection action takes place (but not less than \$300.00), plus all applicable court costs and expenses of such collection efforts. Owner/Licensee agrees that the City may take and/or keep possession of the Vessel at the Owner/Licensee's and Vessel's expense until payment in full of all amounts due to the City and/or the Harbor has been made.

23. Emergencies: Owner/Licensee acknowledges that the City has no duty or obligation to keep Vessel afloat, to prevent damage to the Vessel, or to prevent the Vessel from damaging the environment or the property of others. Owner/Licensee agrees that the City may board and operate the Vessel if, at any time, in the sole judgment of the City, when necessary to protect persons, the environment, or property. The City may disconnect electrical power to the Vessel and/or disconnect and remove any electrical apparatus aboard the Vessel that the City considers in its sole judgment to be unsafe, unlawful, or a nuisance. Nothing contained herein shall impose any duty upon the City to inspect the Vessel or its equipment, to ensure the Vessel's safety, or to determine if it is a danger to itself, the environment, or to the persons and property of others. Ordinarily, the City will first attempt to notify Owner/Licensee should it observe adverse conditions that do not place the Vessel, the environment, or other property in imminent peril. However, if the Vessel should sink or appear in imminent danger of sinking, damage from snow, high winds, waves, tides, floods, fire, ice, or in need of dock lines, or if in the sole judgment of the City, the Vessel constitutes an imminent danger to itself, the environment, or other vessels/property, the City in its sole discretion, may take action itself or by hiring others, to haul, pump, raise, salvage, contain/cleanup oil/fuel spills, install dock lines, move the Vessel, tow it and store it elsewhere including removing the Vessel from the water to the vessel storage yard and renting jack stands on the Vessels owner behalf, or take such other action as the City may deem appropriate, without prior notification or further authorization from Owner/Licensees. Under such circumstances neither the City, nor its agents, employees, officers, directors, or representatives shall be responsible for any costs, losses or damages to the Vessel or to other property of Owner/Licensee as the result of taking such measures. Owner/Licensee agrees to pay immediately all reasonable charges billed by the City to Owner/Licensee, or billed to Owner/Licensee by others retained by the City in connection

with the same, including, but not limited to, Owner/Licensee's proportionate share of expenses incurred by the City or its contractors for the common protection of vessels and property in the Harbor.

24. Casualty Loss: Owner/Licensee shall immediately notify the City of any fire or other casualty on, in, or about the Slip or which involves the Vessel. In the event the Slip or the pier/docks serving it are damaged by fire or other peril, the City shall have no obligation to repair or rebuild; however, the City may elect to repair or rebuild, and in the event, this Agreement shall remain in full force and effect, and Owner/Licensees shall not be entitled to abatement of rent while those repairs are being made as long as a substitute mooring is provided for the Vessel within the Harbor. If the City does not elect to rebuild or repair, then it may terminate this Agreement by giving notice of such election to Owner/Licensee within sixty (60) days after damage occurs. Owner/Licensee waives any claim for compensation or damages from the City for loss of the use of all or any of the Slip, the Vessel, or other personal property, or any inconvenience or annoyance occasioned by any such damage or from damage repairs.

25. Miscellaneous: Owner/Licensee agrees that the City has the right at all reasonable times to enter the Vessel to inspect its condition, to perform emergency services, to take other actions authorized by this Agreement, to cure any defaults of Owner/Licensees that the Harbor elects to cure, and for any other lawful purpose. Owner/Licensee may, at their option, provide the Harbor with a duplicate copy of the Vessel keys (a key waiver must be signed prior to Harbor acceptance of duplicate key). The City shall not be responsible for providing emergency services under any circumstances and shall not serve as the agent or emergency contact of Owner/Licensee. If the City has received Owner/Licensee's credit card in connection with this Agreement, Owner/Licensee grants the City their permission, through its third-party service provider, to charge against such credit card the balance of Owner/Licensee's Account and/or other Miscellaneous Charges if not otherwise paid when due. The City permits up to one active commuter vehicle per adult living on each vessel (2 vehicle max). Recreational vehicles, trailers and non-commuter vehicles are not permitted. Vehicle maintenance and washing is not permitted in the parking lot. Pets are allowed on Harbor property only while under leash control of Owner/Licensee and are responsible for collection and proper disposal of all pet waste (illegal to dump pet waste in Harbor waters). Failure to properly control your pet is a City infraction and fees are applicable. Mail is only available to be received and held at the Harbor office if a physical location delivery is required. All mail or packages received will only be held for two (2) weeks and then discarded. Power is available on most docks, but can only be used with approved marine grade cords. Electrical service may be discontinued for vessels using improperly or non-marine rated cords. Discharge of sewage from Vessel toilet facilities while in the Harbor basins or uplands is prohibited and against the law. Pump-out facilities are located at various locations around the Harbors (free of charge) and maps of those locations are available at the Harbor office. Contaminated bilge water shall not be pumped into Harbor waters or onto uplands. A bilge water treatment pump-out is located in the South Basin for use at no charge.

26. Headings, Severability, Gender, Time, and Entire Agreement: The paragraph headings are for reference only and are not a part of this Agreement. The City agrees that the waiver of any term or condition of this Agreement by the City shall not be continuing. In the event that one or more terms of this Agreement are determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement, which shall continue in full force and effect. This Agreement is the sole agreement between the parties with respect to the subject matter hereof, and all prior agreements, written and oral, are merged herein. No modification hereof shall be binding unless in writing signed by both parties. The parties to this Agreement mutually agree that it shall be binding upon them, and their respective heirs, personal representatives, successors, and assigns. Owner/Licensee agrees that the waiver of any term or condition of this Agreement by the City shall not constitute a waiver of any other term or condition of this Agreement and shall not be continuing. Rights and remedies afforded to the City under this Agreement are not exclusive, but are in addition to all other rights and remedies available to the City at law, in equity or in admiralty. If Owner/Licensee is a corporation, partnership, trust, society, or legal entity, the person executing this Agreement on behalf of Owner/Licensee warrants that he/she is authorized to enter into this Agreement and to bind the Owner/Licensee. Except as otherwise expressly provided in this Agreement, time is of the essence. This writing constitutes the entire agreement between parties. No modification or amendment of this Agreement shall be valid unless evidenced in writing signed by both parties.

27. Choice of Law/Venue: This Agreement is deemed to have been made, and entered into in the State of Alaska, and shall be governed and interpreted by the laws of the State of Alaska, including federal maritime law where applicable. Any legal action brought to enforce this Agreement must be filed in the appropriate Alaska state court located in Valdez, Alaska where the Harbor is located, or in the United States District Court for the District of Alaska, except that an in rem proceeding against the Vessel may be brought in the

U.S. District Court for the district where the Vessel may be found. Owner/Licensee and the City agree to submit to the personal jurisdiction and venue of said courts.

28. Notices: Unless otherwise stated herein, any notice or demand that may be given or made hereunder shall be properly made if in writing and sent by certified U.S. mail, postage prepaid, return receipt requested. If sent to the City such notice shall be sent to City of Valdez, Harbor, PO Box 275, Valdez, AK, 99686. If sent to Owner/Licensee, such notice shall be sent to the named Owner/Licensee at the address(es) given on the first page of this Agreement. All notices hereunder shall be considered to have been properly given at the time they are deposited in any letter box or post office operated by the United States Postal Service, and to have been received three (3) days after being so deposited.

29. Slip Size: No part or attachment may be protruding past the end of the outermost piling of the slip or over the main dock unless at Harbormaster's discretion based on slip location, which may require payment of an over-width fee if encroaching into the next slips allotted area. If Owner/Licensee's Vessel is found to be longer than the assigned slip, the City reserves the right to require that the Vessel be relocated to a larger slip at the increased rate for the term of this Agreement, or charge for the overhang in the existing slip. The length over all (LOA) must include the anchor, pulpits, davits, swim platforms, etc. No portion of the Vessel may overhang walkways or impede foot traffic within the harbor.

30. Amenities: From time to time the Harbor may experience outages of its amenities that are out of the City's control. This may include but is not limited to: utilities, electricity, and fresh water. Outages, regardless of duration, do not entitle the Owner/Licensee to a refund. The City is not responsible for any damages or loss due to interrupted or loss of service.

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN AND CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE OWNER/LICENSEE OR OPERATOR OF THE VESSEL DESCRIBED ON THE REVERSE SIDE. I CERTIFY THAT THE INFORMATION IS CORRECT AND AGREE THAT I AM AUTHORIZED TO OBLIGATE THE PERSON ON WHOSE BEHALF I EXECUTE THIS AGREEMENT PERSONALLY FOR PAYMENT OF ALL FEES AND CHARGES INCURRED UNDER THIS AGREEMENT.

OWNER/LICENSEE

Print: _____

Sign: _____

Date: _____

HARBOR

Print: _____

Sign: _____

Date: _____