

CITY OF CORDOVA



RESERVED STALL MOORAGE AGREEMENT

The City of Cordova, Alaska and the vessel owner, or operator, identified in this Agreement, enter into the following Agreement subject to the terms and conditions specified and agreed to in this Agreement:

Vessel Name: _____

Check one: Vessel Owner Vessel Operator Owner and Operator

Name: _____ Dr. Lic. #: _____ State of Issue: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

E-Mail Address: _____

Local Caretaker or Contact: _____

Owner requests correspondence and statements to be sent by: Mail E-mail
(If no preference identified, correspondence will be sent by mail unless otherwise specified in the Cordova Municipal Code)

Insurance Company: _____

Policy Number: _____ **Expiration Date:** _____

Vessel Information

Primary Use: _____ Builder: _____
(For ex., Commercial-Tow; Commercial-Freight; Commercial-Fish; Charter; Pleasure)

Provide one or more of the following identifiers:

USCG Doc. #: _____ AK Reg #: _____ ADFG Number _____

Vessel Length Overall: _____ **Measured furthest point forward to furthest point aft.**

Draft _____ Beam _____ Hull Material: Fiberglass Aluminum Wood Steel

Color: _____ Fuel type: _____ Fuel Capacity: _____

TERMS AND CONDITIONS

1. Moorage: City grants Owner preferential use of a stall assigned by the City only to moor the vessel identified in in this Agreement (“Vessel”), subject to the terms and conditions of this Agreement. City may change the stall assignment and permit other vessels to occupy the assigned stall whenever the Vessel is absent from the stall, without any refund or reduction in the moorage fee payable by Owner. Owner shall notify the Harbormaster in advance whenever the Vessel shall be absent from its assigned shall for more than five days, and at least 24 hours before its return.
2. Ownership: For the purposes of this Agreement, the owner of the Vessel and party to this Agreement is the individual or entity claiming ownership of the Vessel and executing this Agreement. Any individual or entity represented as the owner of the Vessel in this Agreement hereby concedes to his, her or its ownership of the Vessel and responsibility for it. An entity must designate an agent with authority to enter into this Agreement on behalf of the entity and bind the entity by the terms of this Agreement. An entity Owner shall notify the City in writing of any sale, transfer, merger, or any other change in ownership of the Owner no more than thirty (30) days after the change becomes effective. Failure to notify the Harbormaster of a change of ownership as required in this section or notification of a change that alters the nature of the enterprise or the use of the stall or Vessel shall make this Agreement voidable by the City.
3. Fees, Charges and Renewal: Owner shall pay the reserved stall moorage fee for the Vessel in advance for a one-year period commencing July 1 and ending June 30 of the following year and shall provide current proof of ownership of Vessel annually. Owner shall pay when due all other charges, accrued interest and surcharges established by the Harbor Tariff from time to time. If City, in its sole discretion, provides services, repairs or salvage to the Vessel for its protection, Owner shall pay all charges therefor at the rates provided for in the Cordova Municipal Code or the Harbor Tariff. All delinquent fees and charges become a lien on the Vessel and its tackle, fixtures, equipment, and furnishings. City may change moorage fees and other charges at any time during the term of this Agreement, and Owner shall pay any increased fees and charges as of their effective date.
4. South Harbor Construction Period: [During the “South Harbor Construction Period” as defined in this Agreement, the use and access to a reserved stall under this Agreement shall be governed by the “South Harbor Reserve Moorage Agreement Temporary Terms and Conditions,” attached to and incorporated into this Agreement as Attachment A.
5. Compliance with Laws and Regulations: Owner shall comply with all applicable federal, state, and local laws and regulations and special instructions issued by the Harbormaster. The 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, furnishings.
6. No Sale or Assignment of Moorage Space: Except as otherwise provided in this Agreement, Owner may not assign or transfer this Agreement, or the moorage stall assigned to the Vessel without written consent by the Harbormaster.
7. Change in Vessel: Owner may not use the assigned stall for any vessel other than the Vessel. Owner shall notify City within fifteen (15) days after obtaining title to and designating the new Vessel and provide the Harbormaster with 1) a new signed Reserve Stall Moorage Agreement showing the vessel fits the size criteria for the stall 2) pay appropriate “change boat” fee. and 3) provide proof of ownership on the Vessel.
8. No Sublease of Moorage Space: Except as otherwise provided in this Agreement, the reserve stall may not be made available by the Owner to any individual, group or entity in exchange for money, goods, services, or any other benefit.
9. Termination: Either party may terminate this Agreement after thirty (30) days’ notice to the other. Except as otherwise provided in this Agreement, this Agreement terminates upon Owner’s transfer of title to the Vessel. City may terminate this Agreement summarily by giving notice of any violation of this Agreement, including without limitation failure to comply with applicable laws, regulations, or rules. The remedy in this paragraph is in addition to any other remedies under this Agreement, statute, or ordinance, or otherwise. Notwithstanding such termination, Owner remains responsible for all fees and charges incurred by the Vessel until the Vessel becomes subject to a new moorage Agreement.
10. City’s Right to Remove or Impound: Upon termination of this Agreement, and in any circumstances where authorized in the Cordova Municipal Code (including without limitation when moorage fees or other charges are past due, City may remove the Vessel from the Harbor at Owner’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. WAIVER OF RESPONSIBILITY AND INDEMNITY: (1) City is only a lessor of moorage space and not a bailee under this Agreement, does not accept the Vessel or its tackle, fixtures, equipment, or furnishings for storage, warehousing, or safekeeping, and shall not be liable for loss or damage to the Vessel or its tackle, fixtures, equipment or furnishings. City will not be liable for death or injury to persons or damage to property suffered by Owner, its employees, agents, invitees, or passengers, arising from any cause upon Harbor facilities or any premises adjacent thereto. City has no duty to provide services to the Vessel to protect it from damage. (2) Owner shall defend, indemnify and hold City, its officers, employees and agents, harmless from any claim, demand, loss, damage or expense (including without limitation claims for personal injury, death, environmental pollution or property damage) ("Claim") arising out of, resulting from or in any way connected with this Agreement or the use of the Harbor or its facilities hereunder by Owner, its employees, agents, invitees or passengers; provided only this duty to defend, indemnify and hold harmless shall not apply if the Claim arises out of the sole negligence or intentional misconduct of City.
12. Term: This Agreement shall become effective on July 1 of the first reserved stall year and shall remain in force until terminated pursuant to paragraph 9. If the Vessel remains in the Harbor after termination or expiration of this Agreement, Owner shall pay transient moorage fees, and no refund or credit shall be granted if Owner later executes an Agreement providing for a lower rate.
13. Notice: Billings and notices to Owner are deemed delivered on the date when deposited in the United States mail with proper postage, addressed to Owner at the address for notices in Attachment A, which Owner may change by notice to the Harbormaster. The name and address provided on this Agreement are subject to public disclosure.
14. **Insurance**: Owner shall maintain in effect during the term of this Agreement liability insurance covering Owner's employees, invitees, and passengers, and covering damage to Harbor property and other vessels and facilities by the operation of the Vessel. If the Vessel carries passengers for hire, the liability insurance shall cover bodily injury, including death, in an amount not less than \$100,000 per person, \$300,000 combined single limit per occurrence (including property damage). All required policies of liability insurance shall name City as an additional insured with waiver of subrogation.
15. Seaworthiness-Underway Policy: Owner shall always keep the Vessel seaworthy and capable of operating under its own power, except for a reasonable time while undergoing repairs.
16. Entire Agreement-Applicable Law: This constitutes the entire Agreement between the parties. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by both parties. This Agreement shall be governed by the laws of the State of Alaska.

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN AND CERTIFY THAT I AM THE RESERVED STALL LESSEE FOR THE VESSEL DESCRIBED IN THIS AGREEMENT, THE OWNER OF THE VESSEL AND PARTY TO THIS AGREEMENT, I CERTIFY THAT THE INFORMATION IN THIS AGREEMENT IS CORRECT AND AGREE THAT I AM RESPONSIBLE FOR PAYMENT OF ALL FEES AND CHARGES INCURRED UNDER THIS AGREEMENT.

Signature: _____ Date: _____

Printed Name: _____

Authorized Agent for: _____

All other terms and conditions of the moorage agreement apply

Attachment A.

During the South Harbor Construction Period, the following terms will apply:

1. Vessels in North Harbor maybe removed from an assigned stall to accommodate priority or large vessels so long as City provides moorage or storage to those vessels. Storage will be at no cost until the slip is available. Storage is available in the NorthFill area and the RV Park.
2. Vessels in South Harbor may be relocated during the Construction Period to a North Harbor slip or to a storage area in the Northfill area or RV Park. Non trailerable vessels that are not offered a slip in the North Harbor, maybe hauled out in the Shipyard. If the vessel is relocated, the City shall provide lift and access services necessary for relocation at no additional charge to the signatory of this Agreement.