



Account # \_\_\_\_\_

### CITY OF SEWARD TRANSIENT MOORAGE AGREEMENT

Seward Boat Harbor • P. O. Box 167, Seward, Alaska 99664 • (907) 224-3138 • Fax: (907) 224-7187

#### PLEASE PRINT OR TYPE BELOW

Owner: \_\_\_\_\_  
*Last First MI*

Driver's License # \_\_\_\_\_ State of Issue: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*Address City State Zip*

Phone Hm: \_\_\_\_\_ Wk: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ *Would you like your bill sent via e-mail? Y N*  
PLEASE PRINT

Operator / Agent: \_\_\_\_\_ Phone: \_\_\_\_\_  
*(If different than owner) Last First*

Emergency / Boat Watch contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
*(Other than yourself) Last First*

#### Vessel Description

Boat Name: \_\_\_\_\_ Color: \_\_\_\_\_ Year: \_\_\_\_\_

AK Reg. / Coast Guard Doc /: \_\_\_\_\_ ADF&G: \_\_\_\_\_ Expires: \_\_\_\_\_

Length Over-all (LOA): \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Weight: \_\_\_\_\_  
*\*LOA includes everything that adds length to the vessel. (Approximate) (Approximate) (Approximate)*

Builder: \_\_\_\_\_ Model: \_\_\_\_\_ Hull ID#: \_\_\_\_\_

Boat Type: Power Sail Fishing Com/Fish Charter Research Other \_\_\_\_\_

Fuel: Gas Diesel Both None

Insurance Company \_\_\_\_\_ Expiration: \_\_\_\_\_

Phone # \_\_\_\_\_ Amount \_\_\_\_\_

I, as Owner/Operator, have read, understood and agree to be bound by all terms and conditions of this contract listed on the back, as well as all applicable provisions of the City Code and the City of Seward Terminal Tariff ("Harbor Tariff"). I certify that all information is correct and agree to provide the City with any changes to this information. I understand that I am liable for all fees until I terminate this agreement in writing at the harbor office.

Printed Name : \_\_\_\_\_

Signature of Owner/Operator: \_\_\_\_\_ Date: \_\_\_\_\_



## CITY OF SEWARD, ALASKA TRANSIENT MOORAGE CONTRACT, TERMS AND CONDITIONS

**THE FOLLOWING SECTIONS CONTAIN IMPORTANT INFORMATION THAT MAY AFFECT YOUR LEGAL RIGHTS. YOU MUST READ THE FOLLOWING MATERIAL BEFORE SIGNING THIS CONTRACT.**

This contract between the Vessel owner "OWNER" and the City of Seward "CITY," governs the Owner's use of transient moorage space in the Seward Municipal Small Boat Harbor ("Harbor"), which is located in the City of Seward, Alaska and is described more fully in Chapter 7.10 Code of the City of Seward "City Code" for the particular vessel "Vessel" described in this contract only. This contract includes all terms and conditions above and all attachments to this document. **This contract does not convey ownership of a moorage space and is NOT transferable.**

**Owner's Responsibilities:** Owner agrees that, if Owner or Owner's agent or employee fails to comply with the terms of this agreement, the City Code, or the Harbor Tariff, the City may take any action authorized by the City Code or the Harbor Tariff including, but not limited to, terminating Owner's right to use the moorage space, removing the Vessel from the Harbor at Owner's risk and expense, and/or impounding and disposing of the Vessel with Owner bearing all risk and expense of impoundment and disposal. Owner understands that, among the various other duties set forth in the City Code and Harbor Tariff with which Owner must comply, Owner must: **immediately notify the harbormaster if Owner sells or transfers possession of the Vessel.** Owner understands further that the City reserves the right to move the Vessel from one space to another whenever the harbormaster decides that doing so is necessary for proper operation of the Harbor and that the City shall not be responsible or held liable for inspecting, maintaining, repairing, safekeeping, providing security for, or assuring the condition of the Vessel.

**Payment of Fees:** Owner agrees to pay moorage charges, tariffs and fees for any service that Owner or Owner's agent or employee orders or that is necessary in an emergency to protect any facility within the Harbor, adjacent boats, and/or the Vessel from damage. Owner understands that failure to pay assessed charges or fees may result in impoundment of the Vessel, and Owner hereby agrees that unpaid charges shall become a lien against the Vessel as authorized under state and federal law, and hereby confesses judgment for same, plus all reasonable costs and attorney fees that are incurred in the collection. Owner understands that moorage fees, which are set forth in the Harbor Tariff as amended from time to time, are due in advance.

**Rental Agreement Only:** Owner agrees and understands that this agreement is a transient moorage space rental agreement only and that by accepting this contract the City is not accepting the Vessel for storage; the relationship between the parties is simply that of a landlord and tenant. Unless the Vessel is formally impounded by the City as authorized by the City Code, the Vessel shall at all times remain in the exclusive possession and control of the Owner and the City is not acting, and shall not be held liable in any manner, as a warehouseman or a bailee.

**Limitation of Liability:** City shall not be liable for any loss or damage hereunder from any cause whatsoever, except and to the extent SOLELY caused by the City's own negligence or intentional misconduct. City disclaims any and all other liability, whether for negligence or other tort, in contract or otherwise and specifically disclaims any warranty of whatever kind or nature including, but not limited to, any warranty of workmanlike service or performance. The liability of City for damages caused solely by its own negligence or intentional misconduct shall be limited to the reasonable cost of repairing the Vessel. Owner assumes all responsibility for any and all other claims or damages otherwise resulting including, but not limited to, claims by Owner or third-parties for property damage, personal injury or death, pollution or discharge of a polluting or hazardous substance (together with cleanup, removal, and remediation of same), as well as any direct, indirect, special, consequential, or commercial damages, claims for loss of profits or earnings, or other claims or damages of whatever kind or nature.

**Owner's Obligation to Defend, Hold Harmless, and Indemnify:** Owner hereby releases and agrees to defend, hold harmless, and indemnify the City and its officers, employees, and agents from and against any and all losses, claims, demands, actions, damages, liabilities, or expenses of every kind, character, and nature whatsoever (including, but not limited to, personal injuries, death, environmental contamination, property damage, or employee liability) arising out of, resulting from, or in any way related to the performance under this contract or to use of the Harbor or any Harbor facilities by Owner or Owner's agent, employees, invitees, guests, or passengers, except where liability for same is caused solely by the City's own negligence or intentional misconduct. Defense shall include payment of actual attorney's fees and costs. Owner, for itself and assigns, waives all rights of subrogation of causes of action and/or claims against the City and its officers, employees and agents which might otherwise arise upon payment of a loss by Owner's insurers.

**Insurance:** Owner agrees to provide liability insurance covering the vessel in the amount specified in Attachment A of this contract and agrees to provide the City proof of such insurance. The coverage afforded will be determined by the insurance policy/agency, unless the vessel carries passengers for hire, proof of \$1 million coverage and the City of Seward named as an Additional Insured with Waiver of Subrogation on any policy is required.