

The boat owner under a Harbor moorage contract agrees to maintain liability insurance for the vessel, owner, owner's employees, invitees, guests, and passengers covering bodily injury and property damage arising in whole or in part out of the use or operation of the vessel or the insured's activities in Whittier. If the vessel does not carry passengers for hire, the liability insurance coverage shall be in an amount not less than \$300,000 per occurrence. If the vessel carries passengers for hire, the commercial liability insurance shall be in an amount not less than \$1,000,000 per occurrence. The City of Whittier should be named an additional interested party.

COMPLIANCE WITH LAWS AND REGULATIONS:

The boat owner shall comply with all federal and state laws, and provisions of the Whittier Municipal Code, including but not limited to Title 12 harbor provisions and Title 3 (regarding payment of sales and personal property tax) and with all special instructions issued by the Harbormaster or authorized agents thereof. If boat owner fails to comply in any manner or form whatsoever with the requirements of this Section, the City has the right to refuse to enter into any similar agreements in the future, and, after notice to the boat owner and opportunity to be heard, to immediately terminate this Agreement.

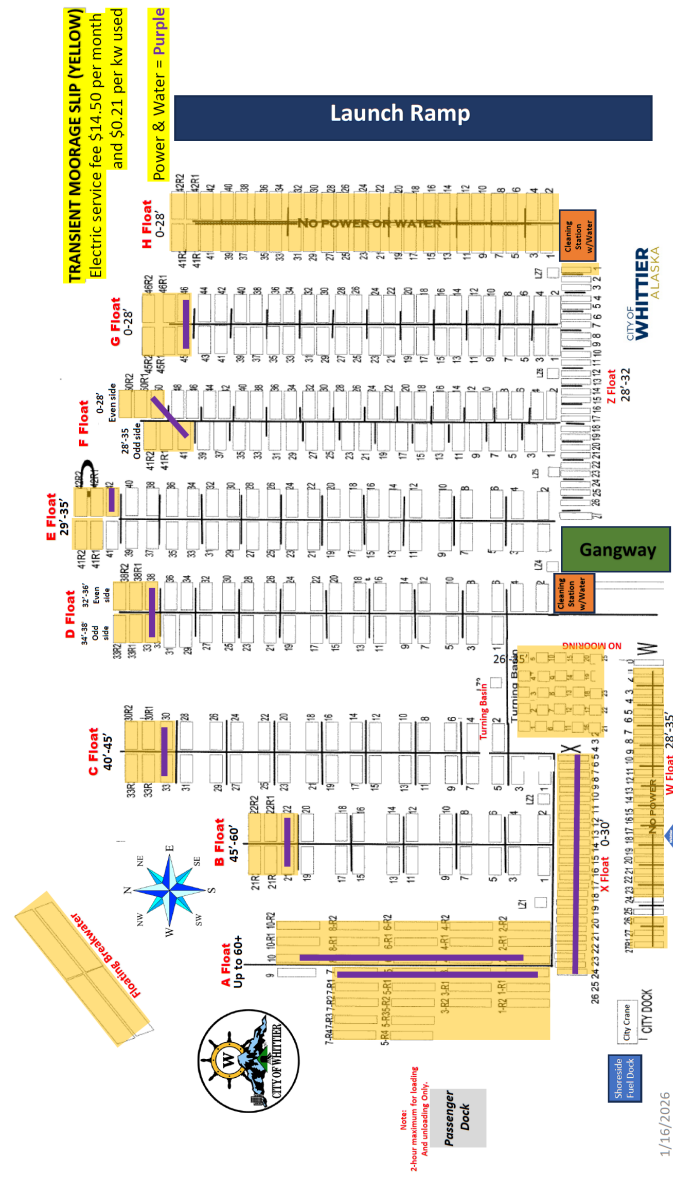
You can find additional information at:

- www.whittieralaska.gov/harbor
- Calling us at (907) 472-2327 Ext. 1
- Using the QRC below



TRANSIENT MOORAGE SLIP (YELLOW)

Electric service fee \$14.50 per month
and \$0.21 per kw used
Power & Water = Purple



TRANSIENT MOORAGE ANSWERS TO COMMONLY ASKED QUESTIONS



**City of Whittier
Small Boat Harbor
1 Harbor View Road
P.O. Box 639
Whittier, Alaska 99693**

**David Borg, Harbormaster
(907) 472-2327 Ext 1
harbor@whittieralaska.gov**

TRANSIENT MOORAGE INFORMATION

All owners or lessee(s) are required to register with the Harbormaster's Office. Failure to register any vessel prior to occupying any of the boat harbor facilities within four (4) hours during normal harbor business hours constitutes forfeiture of all privileges, and will cause immediate denial of transient stall space. Unpaid fees become a lien against the vessel. **The registration period shall not exceed 24 hours. A person who violates this provision is subject to a civil penalty of \$150.00.**

The practice of private "subleasing" is prohibited. No vessel with a length in excess of 100 feet shall be allowed to enter the Harbor under any circumstances other than extreme emergency or with Harbormaster approval for fueling purposes. Individual slips in the Harbor are designed to accommodate vessels 10% longer than the existing fingers. The Harbormaster will at his/her discretion, determine whether a vessel is excessively large for the float system and will not allow that vessel to secure to the float system. Barges, boathouses, boat shelters, log rafts, pile drivers, and other cumbersome floating structures are prohibited.

Below are the options for moorage of transient vessels:

- 1) Daily Moorage
- 2) Monthly Moorage
- 3) *Winter Moorage (October 1 through March 31)

*NOTE: All vessels remaining in the Harbor between October 1 and March 31, are required to have a local licensed and insured agent (boat watch) who can respond to an emergency within one hour of notification. In the event of an emergency where the boat watch is not specified and/or cannot respond within an hour, the Harbormaster shall direct Harbor staff to take any and all necessary actions to remedy the emergency.

Fees will be charged for emergency services rendered to include for labor and equipment and will be charged at the rate set by City Council. Full-time live-a-boards must comply with this provision when they are not onboard. Whittier Harbor staff cannot be hired as local boat watches per WMC 12.04.070(G).

Transient slips are assigned based on availability. Every owner, master, operator or managing agent desiring to moor at a slip or store his boat in a designated storage area shall apply to the Harbormaster and pay the required rental fees.

A vessel temporarily assigned by the Harbormaster to a reserved slip is required to pay the appropriate transient moorage agreement fee.

ADDITIONAL MOORAGE RULES

- 1) Any vessel moored for a total of at least 90 days is subject to the City of Whittier Personal Property Tax under Whittier Municipal Code, 3.12.020.
- 2) The moorage, use, or presence of any boat in the Whittier Harbor constitutes an agreement by the owner, operator, master, or managing agent to conform to State and Federal law, the provisions of these regulations, and any rule, code, or order made pursuant thereto.
- 3) The Harbormaster can refuse moorage to vessels when the Harbor is full. Generally, the Harbor is "full" when all available slips are occupied, the 3-deep rafts at the end of floats are being used, and A-float is near or at maximum capacity (5 boats in a raft on the west side, and 3 boats in a raft on the east side).

When vessels are refused moorage due to overcrowding, the Harbormaster will establish a wait list for moorage in the next available slip.

Any vessel that occupies a slip without being assigned by the Harbormaster will be moved, if required, and will be subject to towing charges and other applicable fees and penalties under the Whittier Municipal Code.

- Transient moorage is granted on a first come, first serve, and space available basis.
- The undersigned hereby understands that payment of long-term transient moorage does not guarantee a slip in the Harbor.
- Moorage is allowed during off-peak periods as space is available.
- Transient rates must be paid in advance.
- Fees assessed for moorage under this agreement are based on the length of the vessel.
- Transient moorage is non-refundable.
- Failure to pay moorage in advance constitutes breach of mooring agreement and registration, constitutes forfeiture of all privileges, and will cause immediate denial of transient stall space. Unpaid fees become a lien against the vessel.
- Rates are subject to change and are established by Ordinance of the City.
- Any account delinquent by 60 days constitutes justification for the Harbormaster to refuse all harbor services and is cause for impoundment of the vessel.

PENALTY CHARGES ON DELINQUENT ACCOUNTS

All invoices are delinquent twenty-five days after the date of the invoice and will be charged a penalty of 1.5% (18%APR) for each month or portion thereof that the invoice remains delinquent. Any and all extra expenses including legal expenses and/or litigation costs used to collect the debt shall also be assessed to, and payable by, such account(s).