



# WHITTIER SMALL BOAT HARBOR

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## TRANSIENT MOORAGE AGREEMENT • DAILY / MONTHLY

Owner First Name [ ] Owner Last Name [ ] Owner Phone Number [ ]

Owner First Name Owner Last Name Owner Phone Number

Mailing/Billing Address [ ] City [ ] State [ ] Zip Code [ ]

Mailing/Billing Address City State Zip Code

Owner Date of Birth [ ] Owner Email Address [ ]

Owner Date of Birth Owner Email Address

Co-Owner  Agent  Operator Business Name [ ]

Co-Owner  Agent  Operator Business Name

Alt Contact First Name and Last Name [ ] Alt Contact Phone Number [ ]

Alt Contact First Name and Last Name Alt Contact Phone Number

Emergency Contact [ ] Emergency Phone Number [ ]

Emergency Contact Emergency Phone Number

## VESSEL DESCRIPTION

Vessel Name [ ] AK# or DOC# and ADF&G# [ ]

Vessel Name AK# or DOC# and ADF&G#

Overall Length (OAL) [ ] Beam (Width) [ ] Type of Fuel [ ] Year [ ]

Overall Length (OAL) Beam (Width) Type of Fuel Year

Manufacturer/Make [ ] Model [ ]

Manufacturer/Make Model

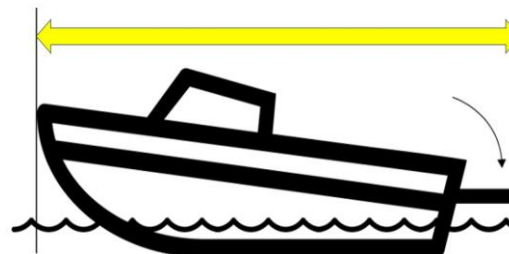
Check ALL that apply:  
 Pleasure  Charter  Commercial  Fishing  Other \_\_\_\_\_

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 Pleasure  Charter  Commercial  Fishing  Other \_\_\_\_\_

Value of Vessel: \$ [ ]

### OVERALL LENGTH

(INCLUDES BOWSPRIT/ANCHOR, SWIMSTEPS, & OUTBOARDS MOTORS)



**LOCAL AGENT:** A vessel owner who leaves his or her vessel in the water within the confines of the COW Harbor during the months of **October through March**, or any portion thereof, is required to provide to the Harbormaster on or before September 30 the name, address, and telephone number of an individual appointed by the owner who will respond within one hour of notification that the owner's Vessel requires attention.

LOCAL CONTACT NAME [ ] PHONE NUMBER [ ]

LOCAL CONTACT NAME PHONE NUMBER

## INSURANCE INFORMATION • MONTHLY & WINTER TRANSIENT

The vessel owner shall provide the Whittier Harbor a copy of "proof of insurance" which will include a certificate where the City of Whittier is listed as "Additional Interest", from the carrier below:

Insurance Carrier: [ ] Agent Phone#: [ ] Policy Number: [ ] Ins. Expiration Date: [ ]

Insurance Carrier: Agent Phone#: Policy Number: Ins. Expiration Date:

I hereby certify and acknowledge that I, the vessel Owner/Co-owner/Agent/Operator, have reviewed, understand, and agree to **ALL** the terms of this agreement.

Signature (Owner/Agent/Operator) [ ] Printed Name [ ] Date [ ]

Signature (Owner/Agent/Operator) Printed Name Date

## CONDITIONS AND TERMS OF TRANSIENT MOORAGE AGREEMENT

The vessel owner understands and agrees to the following:

- 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.
- Failure to register with the Harbormaster any vessel prior to occupying any of the boat harbor facilities within four hours during normal harbor business hours. The registration period shall not exceed 24 hours. A person who violates this provision is subject to a civil penalty of \$100.00.
- 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.        *Initial*

**INSURANCE:** Vessel owner shall maintain in effect during the term of this agreement liability insurance insuring 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. The vessel owner shall provide the City Harbor **satisfactory proof of insurance** which will include a certificate of insurance. If the vessel does not carry passengers for hire, the liability insurance coverage shall be in an amount not less than \$300,000. **If the vessel carries passengers for hire, the commercial liability insurance shall be in an amount not less than \$1,000,000. The City shall deem the vessel owner in violation of this agreement if the vessel owner does not maintain and provide proof of the appropriate liability insurance.** If vessel owner fails to comply with the requirements of this Section, the city may terminate this Agreement.        *Initial*

**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.        *Initial*

**INDEMNIFICATION:** The Boat owner shall indemnify, defend and hold harmless the City of Whittier and their employees, officials, insurers, representatives and agents from any and all losses or claims, costs, damages, judgments, awards, expenses, or liability to any person arising from any injuries including but not limited to bodily injury or death or damages sustained by any person or property caused in whole or in part by any act or omission by the Boat Owner, Boat Owner's vessel or their operator, employee, agent, customer, guest, invitee, or licensee in any way related, directly or indirectly, to the use of the Whittier Boat Harbor.        *Initial*

**PERSONAL PROPERTY TAX:** Any boat situated in Whittier is subject to annual personal property tax. It shall be presumed that a boat is situated in the city and subject to personal property tax, whether or not the boat is physically present on January 1<sup>st</sup>; if the owner of the boat is (a) a party to a permanent berthing agreement, or an annual transient berthing agreement, **or (b) a party to a monthly or daily transient berthing agreement totaling ninety days or more in the previous calendar year.** City of Whittier Personal Property Tax under Whittier Municipal Code, Title 3.        *Initial*