

**CITY OF VALDEZ-BOAT HARBOR
BOAT/TRAILER STORAGE-BOAT LIFT RENTAL AGREEMENT**

REGISTERED OWNER Rick Ballow VESSEL NAME Mai Tai
ADDRESS _____ AK#/CGDOC#/ADF&G# _____
CITY _____ STATE _____ VESSEL BRAND _____
ZIP CODE _____ HOME PHONE _____ TRAILER BRAND _____
WORK PHONE 831-0226 SLIP # _____ TRAILER LICENSE # _____ TRAILER STATE _____
I am the vessel: Owner Operator _____ Agent _____ Vessel Length 38 FT
The above listed boat is to be: Lifted to Yard _____ Lifted to Maintenance Pad _____ Lifted to Washdown Pad _____ Power
 Lifted to Water Lifted and Held _____ Other-please state _____

I request to rent the City of Valdez Boat Lift and operator to lift/move the vessel identified above. I agree to be available and on the site during any lifting/moving of the vessel. I understand that this is a rental agreement only and that the City is not acting as a subcontractor and assumes no liability for injuries or damages arising from use of the boat lift. I will defend and indemnify the City for any claims made against it arising out of the use of the boat lift to lift/move the vessel identified above. Further, I agree that the City is not responsible for any damages to, or caused by, any vessel being lifted, moved or stored, regardless of whether the damage was caused by the City's negligence or otherwise.

BOAT LIFT FEES AND RULES:

1. Boat Lift Fee: \$90.00 first hour or any part thereof. \$22.50 in 15 minute increments after first hour.
2. Overtime Lift Fee: \$180.00 first hour or any part thereof, and \$90.00/hour after first hour for lifts after normal Harbor hours (8 a.m.-5 p.m.).
3. Vessel owners must make arrangements for after hour lifts with the Harbor Office before 5:00 p.m. on day of lift.
4. Boat lifts originating from the water must commence no later than 4:00 p.m. and finish before 5:00 p.m. to avoid overtime charges.
5. Boat lifts originating in boat yard must commence no later than 4:30 p.m. and finish before 5:00 p.m. to avoid overtime charges.
6. Lift will not be operated before 5:00 a.m. or later than midnight unless an extreme emergency.
7. Overnight hang lift: \$180.00; vessel must be blocked to hang overnight.
8. Fee time shall begin when the operator begins preparation for lift.
9. 12:00 noon – 1:00 p.m. is no longer a free hour for the boatlift.

MAINTENANCE & WASH DOWN PADS:

1. Use of Maintenance Pads shall be charged \$20.00 per day. Fee includes water and power.
2. Use of Washdown Pads is free. Power is available at \$5.00 per hour or \$12.50 per day.

STORAGE FEES:

1. All vessel and trailer owners must register with Harbor Office upon arrival and pay storage fees in advance.
2. SUMMER: A rental fee will be charged for all vessels and trailers with or without boats stored in storage area at \$5.00/day. (Summer = May 1-September 30)
3. WINTER: A minimum rental fee will be charged for all boats on trailer or blocks of \$45.00 per month for vessels 30 ft. or less, and \$1.50 per foot per month for vessels over 30 ft. (WINTER = October 1 – April 30)
4. Vessels, trailers, or cradles that remain in the upland storage area over 2 years shall be assessed a fee double the regular rate beginning on the 25th month of storage. This fee shall double every year thereafter.

STORAGE RULES:

1. Only boats and boat trailers will be permitted in boat storage area.
2. Owner or operator must contact the Harbor Office prior to storage of any boat or boat trailer.
3. Hot work permits issued by the Harbor Office will be required for any welding or hot work. It will be the responsibility of the owner and/or operator to make arrangements to move the vessel away from other vessels in the boat storage area prior to hot work commencing. The Harbor Office will designate an area in the storage yard for the hot work to be performed.
4. Owner or operator must supply his own cradle, dunnage and/or any other material needed to store boat.
5. Owner or operator will be responsible for the clean up and disposal of all dunnage/blocking, cradles, materials, and/or trash for the boat site. Failure to do so within 48 hours will result in a substantial charge to the owner or operator for the clean up of the boat site by the Harbor Office.
6. No one will be allowed to live aboard a vessel in storage area.
7. No trailers will be locked to the towing vehicle or to other permanent objects such as telephone pole or board walk. Trailer tongue locking devices are permitted.
8. Trailers will be marked with either DMV license plate or ID of the legal owner or both.

Pursuant to Valdez City Code Section 11.04.080, to remain qualified for storage space, a boat must be seaworthy, must be equipped in accordance with Valdez City Code Section 11.04.090 and must have sufficient motive power to permit the boat to be maneuvered and controlled safely in and out of the boat harbor. Upon failure of a boat to qualify, the harbormaster may require, upon notice to the boat owner, that the rental agreement be canceled and that such boat be removed within one week. Failure to remove the boat within the time specified shall subject the boat to impoundment or removal as a nuisance in accordance with 11.04.110 and 11.04.120.

Pursuant to Valdez City Code Section 11.04.100, unpaid rentals, charges and fees for space and services in the Valdez Boat Harbor shall be a personal liability of the boat owner, holder of the reserved space, and person who incurred the charge. Any change of ownership notification is the responsibility of the current owner until the buyer completes a new storage agreement. In addition to being a personal liability, these fees, charges and rentals constitute a lien on the boat and should any such unpaid fees and charges be unpaid or unsecured for ninety consecutive days after due, any boat upon which such rentals or fees have accrued shall be impounded and sold by the harbormaster for the unpaid charges and fees under the provisions of Section 11.04.110.

Boats declared nuisances pursuant to Valdez City Code Sections 11.04.120A and B and other nuisances described in Valdez City Code Section 11.04.120C are subject to abatement and removal.

Any impoundment, abatement, removal, storage or other fees incurred when boats or other items are removed under direction of the Harbormaster or other city officer are the sole responsibility of the boat owner, operator and/or person executing this agreement.

Use of the boat harbor facilities is governed by Chapter 11 of the Valdez City Code and the provisions of that chapter are incorporated into and made a part of this agreement as though they were fully set forth herein. Boat owners and operators are advised to fully acquaint themselves with these code provisions.

THE CITY OF VALDEZ HEREBY GRANTS A REVOCABLE LICENSE TO PARK AND STORE VESSELS (AND IS NOT A BAILEE THEREOF) AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE TO BOATS, EQUIPMENT OR CONTENTS. THE PARTY ENTERING INTO THIS AGREEMENT ACKNOWLEDGES THAT THE AREA WHERE THE BOAT IS TO BE STORED IS AN OPEN, UNSECURED LOT FOR WHICH THE CITY PROVIDES NO SECURITY. THIS AGREEMENT IS ENTERED INTO AT THE SOLE RISK OF THE OWNER AND/OR OPERATOR.

I understand the charges for this work and agree to pay same in advance of the work requested.

Signature *Rick V. Bell* Date 6-7-04

FOR OFFICE USE ONLY			
Lift Operator: <i>[Signature]</i>	Date Done: <i>11-12-Jun-04</i>	Comments: <i>PD. R/T</i>	
Charge \$	Payment \$ <i>180.00</i>		
Trailer Date Paid	Trailer Amount Paid	Trailer Date From/To	Trailer Sticker #