

Customer \_\_\_\_\_ / \_\_\_\_\_



# Kodiak Boatyard User Agreement

City of Kodiak -- Harbor Department  
403 Marine Way, Kodiak, AK

PLEASE PRINT

Vessel Name: \_\_\_\_\_ USCG # \_\_\_\_\_  
 Owner's Name: \_\_\_\_\_ Cell phone: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ Email: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Home phone: \_\_\_\_\_  
 Yard project manager (if other than owner) \_\_\_\_\_ Phone: \_\_\_\_\_  
 Vendors & service providers: \_\_\_\_\_

**Desired lift date:** \_\_\_\_\_ **Launch date:** \_\_\_\_\_  
 Vessel description: House: Fwd \_\_\_\_ Aft \_\_\_\_ Height from keel to uppermost: Fwd \_\_\_\_ Aft \_\_\_\_ (ft)  
 Length: \_\_\_\_\_ (Include all fixed protuberances) Estimated displacement in tons: \_\_\_\_\_  
 Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ First-time user? Yes \_\_\_\_ No \_\_\_\_  
 Wash-down labor? Owner \_\_\_\_ City staff \_\_\_\_ Special equipment/power? \_\_\_\_\_  
 Sling placement restrictions? No \_\_\_\_ Yes \_\_\_\_ If yes, user must provide drawings/photos/diver \_\_\_\_\_  
 Damage below the waterline? No \_\_\_\_ Yes \_\_\_\_ If yes, explain \_\_\_\_\_  
 Nature of work: Inspection only \_\_\_\_ Powerwash \_\_\_\_ Paint \_\_\_\_ Zincs \_\_\_\_ Propeller \_\_\_\_ Shaft \_\_\_\_ Rudder \_\_\_\_  
 Other (Please explain) \_\_\_\_\_

Documents (*Required)	Date	Staff initials	Comments
<input type="checkbox"/> USCG Documentation*	_____	_____	_____
<input type="checkbox"/> BMP* provided to user	_____	_____	_____
<input type="checkbox"/> Vessel lifting plan	_____	_____	_____
<input type="checkbox"/> Vessel blocking plan	_____	_____	_____
<input type="checkbox"/> Proof of insurance *	_____	_____	_____
<input type="checkbox"/> City also insured? *	_____	_____	_____
<input type="checkbox"/> Vendor compliance *	_____	_____	_____
<input type="checkbox"/> Deposit paid *	_____	_____	_____
<input type="checkbox"/> Waivers, when required	_____	_____	_____
<input type="checkbox"/> Harbormaster approval*	_____	_____	_____

✓ I accept and acknowledge that I have read and agree to the terms on pages 2 & 3 and will abide by the Kodiak Boatyard Policies and Best Management Practices (BMP). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

✓ I accept full responsibility for my activities in the boatyard, and for the actions of my crew, workers, vendors and contractors.

✓ I agree to have insurance covering the vessel, crew and persons working for me, as may be required by the terms and by the law.

✓ I understand that a deposit must be paid before the City will commit to lift dates and that all fees must be paid before launch. The deposit is not refundable if the vessel is late or does not show without advance notice.

User Signature: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
 (  Owner  Operator  Agent ) (Print Name)

Staff Signature: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_

## Terms and Conditions: Kodiak Boatyard User Agreement

1. **The City agrees** to provide lift/launch services and provide dry dockage space to the owner of the vessel described on the preceding page during the dates indicated. The City does not accept the vessel, its tackle, fixtures, equipment gear or furnishings for storage or safekeeping. Nor does the City accept any responsibility for vendor supplies, equipment and personnel that the vessel owner may organize or contract.
2. **Policy Compliance.** Vessel owners, their agents, crew, service providers/vendors (all referred herein as Users) agree to comply with the City of Kodiak's (City) boatyard policy. A copy shall be provided when services are scheduled.
3. **Vendors.** Contracting for all services to the vessel while it is in the yard, and payment for those services, is the sole responsibility of the vessel owner or operator. Persons providing services to a vessel in the yard ("Vendors") must pay, in advance, an annual fee, before providing services.
4. **Insurance.**
  - (a). **Users** other than Vendors agree to have a current marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel, plus liability. A Certificate of Insurance shall be provided to the City showing coverage not less than the minimum required in the boatyard policy document. Hull and machinery coverage shall be sufficient to dispose of the vessel if abandoned, burned or otherwise left to the City.
  - (b) **Vendors and service providers** must have on file with the Harbormaster a current Certificate of Insurance to cover all of the services to be provided. All vendors must carry a minimum of \$1,000,000 per incident and \$2,000,000 in aggregate liability insurance and the City must be included as additional insured. Copies of the insurance policy must be on file with the harbormaster before work may begin. Vendors must also provide proof of long shore and harbor worker workman's compensation insurance or proof that such coverage is waived.
5. **Scheduling.**
  - (a) Users must plan to be in and out of the yard as scheduled. The City will make every attempt to lift/launch vessels as close to the User's schedule as possible. Weather, mechanical or other unforeseen circumstances may cause short delays. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is in the boatyard. If it becomes obvious that a vessel will need more time in the yard than scheduled, the User shall notify the Harbormaster at least seven days in advance. Additional time will be granted on a space-available basis, otherwise the vessel will be returned to the water to make room for previously scheduled boats.
  - (b) **Scheduling Deposit.** A deposit (per City Schedule of Fees) is required to schedule a lift and dry dockage. The deposit will be credited toward yard fees or will be forfeited if the vessel fails to make the scheduled lift appointment. A cancellation or change must be communicated to the Harbormaster at least 24 hours in advance to avoid deposit forfeiture. Vessels missing their scheduled lift date may be accommodated on a "space available" basis.
6. **Sling placement.** Users must inform (in writing and/or with photos/drawings when available) the lift operator of all fragile underwater appurtenances like keel coolers, transducers, and bilge keels. The City assumes no responsibility for damage to an appurtenance whose existence or location is not disclosed accurately. If the lift operator or User has concerns about sling placement, a diver shall be hired at the User's expense.
7. **Dry Dockage.** The Harbormaster shall designate a dry storage area within the boatyard for the vessel. Charges for dry dockage are payable from the time the vessel is lifted until the vessel is removed from the boatyard. Payment of charges for dry dockage grants a User a revocable license to use the dry dockage area that is designated for the vessel. The City is not a bailee under this Agreement, and does not accept the vessel, or its tackle, fixtures, equipment, gear or furnishings, for storage, warehousing or safekeeping.
8. **Charges.** Prices are based on overall length of the vessel -- including all appendages. Bills will be mailed monthly, and are due when rendered. A service charge of 1% per month (12% annually) will be added to balances 30 days past due. All charges must be paid prior to launch.
9. **Blocking.** Vessel blocking may not be repositioned by anyone other than qualified yard personnel. Additional labor and equipment fees may apply.
10. **Security.** Users are responsible for the security of their vessel, tools and equipment. Other than random patrols of the boatyard, staff will not be present during non-business hours.
11. **Tarps.** Ground cover tarps must be placed under every vessel prior to blocking. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc.

User's initials \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions: Kodiak Boatyard User Agreement -- continued**

12. **Oil Disposal.** Used oil and antifreeze can be disposed of in the tanks provided by the Harbormaster.
13. **Spills & Cleanup.** . Immediately report any spill, failure to report can result in a fine. Users are responsible for the cleanliness of their dry moorage area. Fees will be assessed if harbor labor is utilized to clean a vessel's area.
14. **Hazmat.** Disposal of hazardous materials must be in accordance with local, state and federal regulations. See boatyard policy manual and/or ask staff for details for proper disposal methods and locations.
15. **Sanding.** Open air sanding, grinding and scraping are prohibited unless dustless systems are used or the vessel is tented and properly vented/filtered to prevent escapement of airborne particulates.
16. **Welding.** Welders must be certified, licensed and insured. All OSHA standard welding practices must be followed. Fire guards and protective measures must be in place during all welding and cutting activities.
17. **Vendors and Service Providers.** All providers must be on the City's approved vendor list. To qualify for the list, the following documents must be on file: Certificate of Insurance, Alaska business license, registration for city sales tax, and professional certifications. Vendors must abide by OSHA safety rules and regulations pertaining to their trade.
18. **Ladders.** Generally Users provide their own ladders and scaffolding. Some scaffolding and stairs may be available to rent from the City. User assumes all risk when utilizing ladders and scaffolding.
19. **Refusal of service.** The City reserves the right to refuse service to vessels that: 1) do not have a current (within 3 years) marine survey, 2) have an inadequate work plan, 3) lack sufficient property and liability insurance, 4) fail to comply with boatyard policy and best management practices, 5) are in poor condition, 6) are unsafe to lift, or 7) may be damaged by lifting. Such vessels may be lifted if the user signs a waiver and provides a performance bond in an amount equal to the yard fees plus the estimated cost to dispose of the vessel should removal become necessary.
20. **Vehicles and structures.** Users may bring in vehicles, trailers or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval.
21. **Children.** Children, under the age of 12, must be accompanied by an adult at all times.
22. **Live-a-boards.** No one will live aboard a vessel in dry moorage/storage.
23. **Storm events.** The user is solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event. The Customer is responsible for damage caused by airborne debris from his vessel and/or dry storage location.
24. **Liability.** The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. The User shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from his acts or omissions, his agents, service providers/vendors, crew, employees or invitees.
25. **Default; City's Remedies.** If User violates any term of this Agreement, or fails to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation one or more of the following: a) terminate this Agreement, b) at User's risk and expense, remove the vessel from the boatyard and/or impound the vessel until the default has been cured, and c) as provided in the City Code, sell the vessel and apply the sale proceeds to satisfy any obligation under this Agreement.
26. **No Waiver.** The failure of the City to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions hereof shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
27. **Notices.** Billings and notices will be mailed to User's address as set forth herein. User shall notify the City in writing of an address change.
28. **Interpretations; Amendment.** Alaska law shall govern this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision. This document, in concert with the Kodiak Boatyard Best Management Practices and Policies constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

User's initials \_\_\_\_\_ Date: \_\_\_\_\_