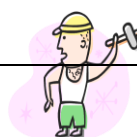


Vendor Number _____



Kodiak Boatyard Vendor Agreement

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

PLEASE PRINT

Business Name: _____ Phone: _____
 Owner's Name: _____ Cell: _____
 Manager's Name: _____ Cell: _____
 Address: _____ Email: _____
 City: _____ State: _____ Zip: _____

General nature of services to be provided: _____

Documents (*Required)	Date	Staff initials	Comments
<input type="checkbox"/> Alaska Business License*	_____	_____	_____
<input type="checkbox"/> Registered for City Sales Tax?*	_____	_____	_____
<input type="checkbox"/> Proof of insurance *	_____	_____	_____
<input type="checkbox"/> Annual vendor fee*	_____	_____	_____
<input type="checkbox"/> Proof of Workmen's Comp*	_____	_____	_____
<input type="checkbox"/> City also insured? *	_____	_____	_____
<input type="checkbox"/> Certification _____	_____	_____	_____
<input type="checkbox"/> Certification _____	_____	_____	_____
<input type="checkbox"/> BMP Provided to Vendor*	_____	_____	_____
<input type="checkbox"/> Harbormaster approved ? *	_____	_____	_____

✓ I accept and acknowledge that I have read and agree to the terms on page 2 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 will abide by OSHA safety rules and regulations pertaining to my trade(s).

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

✓ I agree to have insurance covering my workmanship employees, as may be required by the terms and by the law.

✓ I understand that the name of my business will be available to boatyard users.

Vendor's Signature: _____ / _____ Date: _____
(Owner Operator Agent) (Print Name)

Staff Signature: _____ / _____ Date: _____

1. **The City agrees** to provide lift/launch services and provide dry dockage space to vessel owners who may choose to hire contractors, service providers or vendors, all referred to herein as Vendors.
2. **Responsibility.** The City accepts no responsibility fixtures, equipment, gear, materials for storage or safekeeping belong to Vendors. Nor does the City accept responsibility for Vendor supplies nor his laborers or employees.
3. **Policy Compliance.** Vendors agree to comply with the Kodiak's Boatyard Policies and Best Management Practices (BMP). A free copy can be obtained at the harbormaster's office.
4. **Vendors.** Contracting for vendor services and payment for those services, is the sole responsibility of the vessel owner or operator. Vendors must pay, in advance, an annual fee, (see City Schedule of Fees) before providing services.
5. **Insurance.** Vendors 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.
6. **Workmen's compensation insurance.** Vendors must provide proof of long shore and harbor worker workman's compensation insurance or proof that such coverage is waived.
7. **Scheduling.** Vendors must plan to work in the when the vessel owner schedules his vessel for the boatyard. 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.
8. **Dry Dockage.** The Harbormaster shall designate a dry moorage area within the boatyard for each vessel. Vendors may work within the vessel's designated dry moorage area. Additional space may be rented from the Harbormaster if available. Rates are published in the City's schedule of fees.
9. **Security.** Vendors and vessel owners 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.
10. **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.
11. **Oil Disposal.** Used oil and antifreeze can be disposed of in the tanks provided by the Harbormaster.
12. **Spills & Cleanup.** Immediately report any spill, failure to report can result in a fine. Vendors and 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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **Refusal of service.** The City reserves the right to refuse access to vendors that: 1)do not have a current Alaska business license, 2) fail to register for, collect and remit City sales tax, 3) lack sufficient insurance, 4) fail to comply with boatyard policy and best management practices, 5) fail to comply with safety practices,
18. **Vehicles and structures.** Vendors may bring in vehicles, trailers or set up temporary structures that fit within the dry storage site of the vessel they are working on. 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.
19. **Storm events.** The Vendor is responsible to take emergency measures to secure his structures, material and equipment that may become airborne during a windstorm event.
20. **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 Vendor 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.
21. **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.
22. **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.

Vendor's initials _____ Date: _____