

# PETERSBURG PORT & HARBOR

## ANNUAL VESSEL MOORING AGREEMENT (7 MONTHS OR MORE)

VESSEL NAME:		DOCUMENTATION OR AK NO.:	
ADFG NO.:	SALES TAX EXEMPT: YES NO (CIRCLE) EXEMPT NO.:		
LENGTH:	COMMERCIAL <input type="checkbox"/>	PLEASURE <input type="checkbox"/>	HULL COLOR:
EMAIL ADDRESS:			
SOCIAL SECURITY NUMBER OR DATE OF BIRTH:			
REGISTERED OWNER:			
MAILING ADDRESS:			
CITY:		STATE:	ZIP:
PHONE HOME:		WORK:	
EMERGENCY:		CELL:	

SOCIAL SECURITY NUMBER OR DATE OF BIRTH:			
LESSEE OR LEGAL AGENT:			
MAILING ADDRESS:			
CITY:		STATE:	ZIP:
PHONE HOME:		WORK:	
EMERGENCY:		CELL:	

THE UNDERSIGNED HEREBY AGREES, AS PART OF THE CONSIDERATION FOR RENTAL OF VESSEL MOORAGE, TO COMPLY WITH ALL ORDINANCES, RULES, REGULATIONS AND POLICIES GOVERNING USE OF THE HARBOR FACILITIES AND FURTHER AGREES TO WAIVE ALL CLAIMS AGAINST THE BOROUGH TO HOLD THE BOROUGH HARMLESS FROM ANY AND ALL CLAIMS OF WHATEVER KIND ARISING OUT OF MOVEMENT BY THE BOROUGH OF ANY VESSEL OWNED OR OPERATED BY THE UNDERSIGNED, WHETHER SUCH MOVEMENT IS DUE TO EMERGENCY OR DELINQUENT STALL RENTAL. FURTHERMORE, IT IS EXPRESSLY AGREED THAT ALL MOORAGE AND OTHER RELATED BILLS WILL BE CONSIDERED PAST DUE IF NOT PAID IN FULL WITHIN 30 DAYS OF THE BILLING DATE. ALL SUMS PAST DUE SHALL BEAR INTEREST AT THE RATE OF UP TO 10 PERCENT PER ANNUM UNTIL PAID. THE UNDERSIGNED FURTHER ACKNOWLEDGES AND EXPRESSLY AGREES THAT ALL PAST DUE MOORAGE FEES AND COSTS SHALL CONSTITUTE A MARITIME LIEN AGAINST THE VESSEL AND ITS GEAR, AND THAT IF A CLAIM IS MADE OR A SUIT IS INSTITUTED FOR COLLECTION OF SAME, ALL COSTS AND LAWYERS FEES INCURRED BY THE PETERSBURG BOROUGH ARE RECOVERABLE AGAINST THE VESSEL, THE UNDERSIGNED AND/OR THE OWNER OF THE VESSEL. THE UNDERSIGNED ACKNOWLEDGES AUTHORIZATION TO SIGN THIS AGREEMENT ON BEHALF OF THE OWNER PERSONALLY AS WELL AS ON BEHALF THE VESSEL. RENTER RECEIVES THE PRIVILEGE OF OCCUPYING AN ASSIGNED SPACE ON A PREFERENTIAL USAGE BASIS ONLY. THE UNDERSIGNED FURTHER ACKNOWLEDGES THE RESPONSIBILITY TO NOTIFY THE HARBORMASTER UPON SALE OF VESSEL OR CANCELLATION OF STALL RENTAL.

RENTER SIGNATURE	DATE
<i>RENTER AGREES THAT IF THEY BREACH CONTRACT BY CANCELLING STALL BEFORE 7 MONTHS DURATION, RENTER WILL BE BILLED AT THE SEMI ANNUAL RATE. BILLING WILL BE RECALCULATED FROM THE FIRST MONTH TO THE SEVENTH MONTH.</i>	

BOROUGH USE ONLY		
READ IN #	DATE:	STALL #
ACCOUNT NUMBER:	7 MONTH TERM:	
READ OUT#	DATE:	RATE CODE:

Inactive vessels can become derelict vessels if they are not regularly attended and maintained. Therefore, customer agree that they must exit their vessel from its assigned stall and boundaries of the borough harbor under its own power and remain absent from the harbor for a period exceeding twenty-four (24) hours consecutive hours, unless the vessel is 32 ft in length or less without sleeping accommodations must have remained absent from the harbor for a period exceeding twenty-four (24) nonconsecutive hours. If vessel is deemed inactive the vessel shall be considered occupying the stall for purposes of storage and subject to a monthly storage fee imposed thereafter in addition to the applicable monthly moorage rate until the vessel is deemed inactive.

CUSTOMER INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_

If a vessel is deemed inactive for an additional twelve (12) months for a total of twenty-four (24) consecutive months the customer agrees to provide the Borough by the end of the twenty-fifth (25) month and thereafter on an annual basis if the vessel remains inactive, a marine condition survey of either NAMS (National Accredited Marine Surveyors) or SAMS (Society of Marine Surveyors) that has been prepared within three months of submittal to the Borough. Vessel owner agrees to fully complete repairs within two (2) months of notification by Borough Harbormaster.

CUSTOMER INTITALS: \_\_\_\_\_ DATE: \_\_\_\_\_

If a vessel is deemed inactive for an additional twenty-four (24) months for a total of thirty-six (36) consecutive months the customer agrees to provide the Borough by the end of the thirty-seventh (37) month, on an annual basis, certificates of insurance, demonstrating the vessel has current policies of Protection and Indemnity (P&I) insurance and Marine Pollution Liability Insurance, with limits of liability no less than \$500,000 per occurrence, and naming the Borough as an additional insured.

CUSTOMER INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_

If any of the above requirements are not met, the customer acknowledges the vessel shall be considered a derelict vessel under Section 14.20.270 of the Borough's Municipal Harbors Code and subject to removal following the outlined Borough process.

CUSTOMER INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

This is a permanent moorage agreement with a seven (7) month minimum. The customer acknowledges they must notify harbormaster upon cancellation. Any cancellation before the seven (7) month minimum, the customer acknowledges the contract fees will be pro-rated to the agreed upon minimum date. **MINIMUM DATE:** \_\_\_\_\_

CUSTOMER INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_