

TERMS AND CONDITIONS OF **TRANSIENT MOORAGE PERMIT REVISED 2025**

- 1. Moorage:** The City of Homer ("City") grants Owner a revocable and non-transferable permit to moor the vessel identified above (the "Vessel") in the transient moorage area designated by yellow painted bull rails in the Harbor on a first come/first served basis, subject to these terms and conditions. An entity owner must designate an individual with authority to enter into this Permit on behalf of the entity. Owner and Vessel are not assigned any space on a preferential or indefinite basis, and neither has any preference or priority for moorage at any time. Owner agrees that City has the right to move, or to require Owner to move, the Vessel to another location in the Harbor at any time and for any purpose.
- 2. Term:** This permit shall become effective upon Owner's payment of the initial transient moorage fee, and shall remain in force until the earliest to occur of the following: (1) expiration of the current transient moorage period without payment for its renewal or extension; or (2) termination pursuant to paragraph 5. If the Vessel remains in the Harbor after termination or expiration of this Permit, Owner shall pay transient moorage fees on a daily or monthly basis (whichever results in the lesser total charge), and no refund or credit shall be granted if Owner later executes a Permit providing for a lower rate.
- 3. Transferability:** This Permit applies to the Vessel only and is not transferable to another owner or another vessel. Owner may not use the transient moorage for any other Vessel, or allow any other user to use the transient moorage for the vessel. In the event that Owner sells the Vessel, or any ownership interest in the vessel changes (i.e., changes to one or more owners when there are multiple owners, change in an ownership stake of entity owner) Owner shall notify the City within thirty (30) days and the Permit will be terminated in accordance with these terms and conditions. In the event that Owner acquires a new vessel, Owner must apply for a new Moorage Permit.
- 4. Fees:** Owner shall pay the transient moorage fee for the Vessel on a daily, monthly, semiannual or annual basis (each a transient moorage period), and shall pay when due all other charges, accrued interest and surcharges established by the Harbor Tariff from time to time. The transient moorage fee commences upon the Vessel's arrival in the transient moorage area. Daily or monthly moorage fees that are prepaid before the 25th day of the month for the month to which the fees apply shall be subject to a discount as provided in the Harbor Tariff. If City, in its sole discretion, provides services, repairs or salvage to the Vessel for its protection, Owner shall pay all charges at the rates provided for in the Homer City Code or the Terminal Tariff. City may change moorage fees and other charges at any time during the term of this Permit, and Owner shall pay any increased fees and charges as of their effective date.
- 5. Assignment, Sublease and Transfer Prohibited:** This Permit is not a sublease, assignment, or transfer of a property interest and does not convey any property interest. Owner shall not allow any individual, group or entity to use the transient moorage assigned by this Permit in exchange for money, goods, services or any other benefit.
- 6. Termination:** The City may terminate this Permit for any reason. Upon termination, Owner shall remove the Vessel from the Harbor immediately. If the Vessel remains in the Harbor after termination or expiration of this Permit, Owner shall pay transient moorage fees on a daily or monthly basis (whichever results in a lesser total charge), and no refund or credit shall be granted if Owner later executes a Permit providing for a lower rate. The remedy in this paragraph is in addition to any other remedies under this Permit, statute, ordinance, or otherwise. Notwithstanding such termination, Owner remains responsible for all fees and charges incurred by the Vessel until the Vessel becomes subject to a new moorage permit.
- 7. Indemnification:** Nothing contained in this Permit, or in the ordinances and rules of the Homer City Code or the Terminal Tariff, has been or shall be interpreted to impose upon the City of Homer any obligation or responsibility for the care and/or protection of any private property, including the Vessel described above. City shall not be liable for death or injury to persons or damage to property suffered by Owner, its employees, agents, invitees or passengers, arising from any cause upon Homer Port & Harbor facilities or any premises adjacent thereto. Owner shall defend, indemnify and hold City, its officers, employees and agents, harmless from any claim, demand, loss, damage or expense (including without limitation claims for personal injury, death, environmental pollution or property damage) ("Claim") arising out of, resulting from, or in any way connected with this Permit or the use of the Homer Port & Harbor Facilities hereunder by Owner, its employees, agents, invitees or passengers; provided only this duty to defend, indemnify and hold harmless shall not apply if the Claim arises out of the sole negligence or intentional misconduct of City.
- 8. Compliance with Laws and Regulations:** Owner shall comply with all applicable federal, state, and local laws and regulations and special instructions issued by the Port Director or their designee. This includes liability and indemnity insurance requirements contained in Terminal Tariff No. 1 Rule 5. City and its employees and agents, per Tariff Rules 6.17, 6.18, and 27.11 shall have access to the vessel to inspect for compliance with this Permit and to move the vessel from present location to reduce congestion, or to protect the Vessel or any other property against any casualty or potential hazard. City assumes no responsibility to take any such action, or for any resulting damage to the Vessel, its tackle, fixtures, equipment, or furnishings.
- 9. City's Right to Remove or Impound:** Upon termination of this Permit, and in any circumstances where authorized in the Homer City Code (including without limitation when moorage fees or other charges are more than thirty (30) days past due), City may remove the Vessel from the Harbor at Owner's risk and expense, and/or impound the Vessel, its tackle, fixtures, equipment and furnishings, and pursuant to notice, auction, sell or dispose of the same. For more information refer to Homer City Code Section 10.04 and Terminal Tariff No. 1 Rule 6.
- 10. Insurance:** Consistent with Terminal Tariff No. 1 Rule 5, all vessel owners using the City of Homer's Terminal Facilities are required to carry liability insurance and add the City as a certificate holder. Transient moorage users who do not provide a Certificate of Insurance will only be permitted to purchase moorage at the daily rate. Reserved moorage users who do not provide a Certificate of Insurance will not be permitted to renew their stall permit. Commercial boats-defined as vessels that are operated as part of a business, including but not limited to commercial fishing, charter fishing, vessel-for-hire, freight, tow, and construction are required to carry at a minimum \$1,000,000 of liability insurance, and to add the City of Homer as an additional insured with waiver of subrogation. Human-powered vessels are exempt from these insurance requirements. Owner is responsible to comply with all insurance, indemnity, and liability requirements in Tariff Rule 5.
- 11. Seaworthiness-Underway Requirement:** Per Terminal Tariff No. 1 Rule 27.03 and HCC 10.04.090, Owner shall keep the Vessel seaworthy and capable of operating under its own power at all times, except for a reasonable time while undergoing repairs. On at least two days in each calendar year, separated by at least 60 days, the Vessel shall depart the Harbor, travel beyond the one quarter mile turning basin of the Pioneer and Deep Water Docks and return to the Harbor, all under its own power. If the Vessel fails to comply with this requirement, the moorage charge for the Vessel shall be increased by 50% commencing when the Vessel fails to comply and continuing during the period of non-compliance.
- 12. Notice:** Any notice provided for herein, or required by Homer City Code or the Terminal Tariff, unless otherwise provided for, shall be given in writing and transmitted by personal delivery, by first class United States mail, or by email to the parties at the addresses provided above. Notice sent by mail is complete upon mailing; notice sent by email is complete upon emailing.
- 13. Amendment:** No modifications or amendment of this Permit shall be valid unless agreed to in writing by both parties.
- 14. Entire Agreement-Applicable Law:** This constitutes the entire agreement between the parties. This Permit shall be governed by the laws of the State of Alaska and the City of Homer, Alaska. Any civil action arising from this Permit shall be brought in the Superior Court for the Third Judicial District of the State of Alaska in Homer or the United States District Court for the District of Alaska.

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN AND CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS PERMIT ON BEHALF OF THE OWNER OR OPERATOR OF THE VESSEL DESCRIBED ABOVE. I CERTIFY THAT THE INFORMATION HEREIN IS CORRECT AND AGREE THAT I AM AUTHORIZED TO OBLIGATE THE PERSON ON WHOSE BEHALF I EXECUTE THIS PERMIT PERSONALLY FOR PAYMENT OF ALL FEES AND CHARGES INCURRED UNDER THIS PERMIT.

Signature: _____

Date: _____

Printed Name: _____