



P.O. Box 275

Valdez, AK 99686

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Fishermen's Dock Storage Agreement

Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Type of Gear: _____ Amount of Gear: _____

Storage Period: _____ Square feet: _____

Trailer Plate: _____ Trailer Model: _____

1. The premises may be occupied and used solely for the purpose of storage of nets and other fishing related gear for no longer than nine months at any given time. It is understood and agreed that the user shall not erect any structure on the premises without the expressed written consent of the City of Valdez.
2. User expressly releases the City from any obligation to protect the subject property from vandalism, theft, or other similar occurrences, and agrees to hold the City harmless from any claims that may arise from the use thereof.
3. At the termination of this agreement, user shall vacate the subject premises, leaving the same in as good condition as existed at the time of initial occupancy, and user further agrees to reimburse the City for any expenses the City may incur for cleanup of the premises necessitated by the use under this agreement.
4. Either party may terminate this agreement by the giving of not less than five days written notice to the other, specifying the date of termination. Delivery of the notice shall be considered completed upon receipt by the respective parties.
5. Tenancy beyond the termination date shall not be allowed without the expressed, written consent of the City of Valdez. Items not removed from the premises within twenty-four hours of the date of termination will be impounded and are subject to sale at a public auction.
6. There shall be no right or option to renew this agreement, or to reassign the same in whole or in part.
7. The City may terminate this agreement for a higher and/or better use; such higher and/or better use to be determined solely by the Valdez City Council.

The use of the Valdez Harbors' facilities and storage areas shall be deemed an acceptance of the Harbor Code & Policies and the terms and conditions therein. Storage for fishing gear in open areas at the Fisherman's Dock is charged at the rate of \$.30 / sq. ft. / month with a minimum charge of \$30.00 per month. Storage on the Fishermen's Dock is not to exceed 9 months or items left will be subject to impoundment and possible fees.

THE UNDERSIGNED HEREBY AGREES, AS PART OF THE CONSIDERATION FOR RENTAL OF STORAGE SPACE, TO COMPLY WITH ALL ORDINANCES, RULES, REGULATIONS, AND POLICIES GOVERNING USE OF THE HARBOR FACILITIES AND FURTHER AGREES TO WAIVE ALL CLAIMS AGAINST THE CITY. TO HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS OF WHATEVER KIND ARISING OUT OF MOVEMENT BY THE CITY OF GEAR OR EQUIPMENT OWNED OR OPERATED BY THE UNDERSIGNED, WHETHER SUCH MOVEMENT IS DUE TO EMERGENCY OR DELINQUENT STORAGE RENTAL. UNDERSIGNED FURTHER AGREES TO IMMEDIATELY NOTIFY THE CITY OF VALDEZ UPON REMOVAL OF GEAR.

Owner / Operator: _____ Date: _____

Staff Initials: _____ Acct. #: _____ Date: _____