



CITY OF VALDEZ BOAT LIFT AGREEMENT

P.O. Box 275
Valdez, AK 99686
Phone: 907-835-4981
Fax: 907-835-2958
Email: harbor@valdezak.gov

CONTACT INFORMATION

REGISTERED OWNER _____ DATE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
HOME PHONE _____ WORK PHONE _____ CELL PHONE _____

VESSEL INFORMATION

VESSEL NAME _____ AK#/CGDOC#/ADF&G# _____
VESSEL BRAND _____ SLIP# _____
INSURANCE PROVIDER _____ POLICY# _____
VESSEL LENGTH _____ VESSEL WIDTH _____ VESSEL DRAFT _____
VESSELWEIGHT _____ (75 TON MAX) DIVER TO BE USED FOR SLING PLACEMENT? (Circle YES or NO)
MODIFIED HULL? (Circle YES or NO) If YES, describe the modification and its location and identify who performed the work: _____

LIFT INFORMATION

The above-listed boat is to be: •Lifted to Water _____ •Lifted and Held _____ •Lifted to Trailer _____ •Re-Blocked _____

****Lifted to Yard _____ •Lifted for Maintenance _____ See WORK TO BE PERFORMED section below****

•One Way: _____ •Round Trip: _____

Reason for Lift: •Inspection only _____ •Storage _____ •Maintenance _____ •Return to Water _____

I EXPECT TO BE OUT OF THE WATER FOR _____ DAY(s) / MONTH(s) / YEAR(s).

WORK TO BE PERFORMED

****If Lifted to Yard or Lifted for Maintenance was checked above, please complete this section:**

- _____ PAINTING
- _____ FIBERGLASS
- _____ SAND BLASTING (enclosure needed)
- _____ PRESSURE WASHING
- _____ OTHER (describe on back page)
- _____ GRINDING (enclosure needed)
- _____ SPRAY PAINTING (enclosure needed)

Please list who will be performing work if other than owner/operator

Insurance Carrier/Policy Number of person performing work

BOAT LIFT FEES AND RULES

1. Boat Lift Fee: \$220.00 first hour or any part thereof, \$55.00 in 15 minute increments after first hour
2. Overtime Lift Fee: \$440.00 first hour or any part thereof, and \$220.00/hour after first hour for lifts after normal Harbor hours (8 am– 5pm)
3. Lifts that go in excess of one hour over scheduled lift time: \$330.00 per hour, billed in 15-minute increments of \$82.50.
4. Vessel owners must make arrangements for after hour lifts with the Harbor Office before 5:00 pm on day of lift.

5. Boat lifts originating from the water must commence no later than 4:00 pm and finish before 5:00 pm to avoid overtime charges.
6. Boat lifts originating in boat yard must commence no later than 4:30 pm and finish before 5:00 pm to avoid overtime charges.
7. Lift will not be operated before 5:00 am or later than midnight unless an extreme emergency.
8. Overnight hang lift: \$440.00; vessel must be blocked to hang overnight.
9. Failure to cancel a scheduled lift ½ hour prior to time of lift: \$110.00
10. Lifts in winter months (Oct.-Apr.): Minimum lift fee of \$220.00 plus operator labor of \$60.00 per hour.
11. Fee time shall begin when the operator begins preparation for lift. (Est. 4 hours/\$60 in the winter)
12. 12:00 noon – 1:00 pm is no longer a free hour for the boat lift.
13. Vessel owners are responsible for acquiring blocking and jack stands
14. I have read and understand Harbor ordinances on reverse side of Boat Lift Agreement.
15. I have received a copy of Harbor Storage Yard & Maintenance Pads Rules & Fees and agree to follow them.
16. A full sized tarp must be placed under the blocking of the boat in order to contain paint chips, sand blasting material, spillage, etc., or if my vessel will be hauled out for more than a month I will have an approved oil absorbent pad placed beneath the keel.

I REQUEST THE CITY OF VALDEZ BOAT LIFT AND OPERATOR LIFT/MOVE THE VESSEL IDENTIFIED ABOVE. I AGREE TO BE AVAILABLE AND ON THE SITE DURING ANY LIFTING/MOVING OF THE VESSEL. I UNDERSTAND THAT THE CITY IS NOT ACTING AS A SUBCONTRACTOR AND ASSUMES NO LIABILITY FOR INJURIES OR DAMAGES ARISING FROM USE OF THE BOAT LIFT. AS MORE FULLY SET FORTH BELOW, I AGREE TO DEFEND AND INDEMNIFY THE CITY FOR ANY CLAIMS MADE AGAINST IT ARISING OUT OF THE USE OF THE BOAT LIFT TO LIFT/MOVE THE VESSEL IDENTIFIED ABOVE. FURTHER, I AGREE THAT THE CITY IS NOT RESPONSIBLE FOR ANY DAMAGES TO, OR CAUSED BY, ANY VESSEL BEING LIFTED, MOVED, OR STORED, REGARDLESS OF WHETHER THE DAMAGE WAS CAUSED BY THE CITY'S NEGLIGENCE OR OTHERWISE. I HAVE READ AND UNDERSTOOD THE PROVISIONS OF THIS AGREEMENT RELATED TO WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION. ____
(INITIAL)

I UNDERSTAND THE CHARGES FOR THIS WORK AND AGREE TO PAY IN ADVANCE OF THE WORK REQUESTED. ____ (INITIAL)

I UNDERSTAND THAT I AM RESPONSIBLE FOR DIRECTING THE PLACEMENT OF SLING USED TO LIFT THE VESSEL AND ASSUME ALL LIABILITY ASSOCIATED THEREWITH. THE OWNER/AGENT MUST AGREE TO PLACEMENT OF SLINGS AND THAT SUCH PLACEMENT WILL NOT CAUSE DAMAGE TO TRANSDUCERS, RUDDER SHOES, BILGE KEELS, ETC. IF THERE IS NO AGREEMENT, THE VESSEL WILL NOT BE LIFTED. THE LIFT OPERATOR MAY REFUSE TO LIFT THE VESSEL IF SLING PLACEMENT POSES A SAFETY RISK IN THEIR EXPERIENCE OR TRAINING. I UNDERSTAND THAT USE OF A DIVER FOR SLING PLACEMENT IS RECOMMENDED AND THAT FAILING TO UTILIZE A DIVER CONSTITUTES A WAIVER OF MY OPPORTUNITY TO UTILIZE A DIVER FOR SLING PLACEMENT. THE LIFT OPERATOR MAY REQUIRE A DIVER IF SLING PLACEMENT WITHOUT A DIVER POSES A SAFETY RISK IN THEIR EXPERIENCE OR TRAINING ____ (INITIAL)

SIGNATURE: _____ DATE: _____

I am the Vessel/Boat: •Owner ____ •Operator • _____ •Agent _____

WAIVER AND RELEASE AGREEMENT

This Boat Lift Agreement (“Agreement”) is entered into between the City of Valdez, Alaska (“City”) and the undersigned (“Owner/Agent”) on the date indicated below for us of the City’s Boat Lift located at the Valdez Boat Harbor (“Harbor”).

The information is complete and correct and the Owner/Agent is the owner of the Vessel described above (“Boat”) or has authority to sign as the owner's agent. The Owner/Agent agrees to comply with all applicable regulations, ordinances, rules, and best practices. Use of the Harbor facilities is governed by Chapter 11 of the Valdez Municipal Code (“VMC”) and the provisions of that chapter are incorporated into and made a part of this Agreement as though they were fully set forth herein. The Owner/Agent shall fully acquaint themselves with these code provisions and all applicable regulations, ordinances, rules, and best practices.

Pursuant to VMC 11.04.080, to remain qualified for storage space, the Boat must be seaworthy, must be equipped in accordance with VMC 11.04.090 and must have sufficient motive power to permit the boat to be maneuvered and controlled safely in and out of the Harbor. Upon failure of a boat to qualify, the harbormaster may require, upon notice to the Owner/Agent, that the Lift Agreement be canceled and that the Boat be removed within one week. Failure to remove the Boat within the time specified shall subject the boat to impoundment or removal as a nuisance in accordance with VMC 11.04.110 and 11.04.120.

Pursuant to Valdez City Code Section 11.04.100, unpaid rentals, charges and fees for space and services in the Harbor shall be a personal liability of the boat owner, holder of the reserved space, and person who incurred the charge. Any change of ownership notification is the responsibility of the current owner until the buyer completes a new storage agreement. In addition to being a personal liability, these fees, charges and rentals constitute a lien on the boat and should any such unpaid fees and charges be unpaid or unsecured for ninety consecutive days after due, any boat upon which such rentals or fees have accrued shall be impounded and sold by the harbormaster for the unpaid charges and fees under the provisions of Section 11.04.110.

Boats declared nuisances pursuant to Valdez City Code Sections 11.04.120A and B and other nuisances described in VMC 11.04.120C are subject to abatement and removal. Any impoundment, abatement, removal, storage or other fees incurred when boats or other items are removed under direction of

The harbormaster or other city officer are the sole responsibility of the boat owner, operator and/or person executing this agreement.

The Owner/Agent shall provide the certificate of insurance for insurance on the Boat and this signed waiver and release prior to any lift of the Boat.

The City is authorized to put the Boat in the water, to remove it from the water, and to operate the Boat as may be necessary to lift and inspect the Boat (the "Lift"). The Owner/Agent agrees that the City may take pictures of the Lift.

Owner/Agent acknowledges some Boats are vulnerable to damage from being lifted in slings. The City is not responsible for damage caused by lifting the Boat or weight of the Boat in slings. Special care must be taken in placement of slings to insure no damage occurs. The City will not be liable for damages caused by improper location of slings.

All fore and aft stays and other apparatus that may interfere with the Lift of the Boat must be loosened or removed by Owner/Agent. If critical supports need to be removed it is the responsibility of the Owner/Agent to secure them by an alternate method in order to insure a safe Lift. The City is not responsible for condition of critical support systems and assumes no responsibility for Owner/Agent's failure to secure.

Owner/Agent should, prior to the Lift, ensure all gear and equipment in the Boat is secured against lurching or swinging of the Boat. The City accepts no responsibility and Owner/Agent releases the City from any liability or loss of items on the Boat, damage to the Boat while in slings being transported or while the Boat is in yard.

City employees are not authorized to perform any work on the Boat other than necessary to move the Boat to and from the water on a trailer or around the yard. Security of the Boat, once placed in the cradle, becomes the responsibility of the Owner/Agent.

Prior to the Lift or Boat movement, Owner/Agent shall ensure that he or she is protected by personal liability and property damage insurance and proof of insurance shall be provided to the City. The insurance should cover lifting of the Boat and storage in the yard, as well as damage caused by weather, vandalism, theft or any other cause. Owner/Agent agrees to defend and hold the City harmless from any claim for damages resulting from the negligence of Owner/Agent, employees, or independent contractors hired by Owner/Agent.

The Owner/Agent releases the City from any and all liability (including claims for subrogation by any insurer) for any damage to the Boat, other personal or real property, personal injury, illness and death, and any and all damages arising from lifting the Boat.

The Owner/Agent shall defend, indemnify and save the City harmless from all liability and expense (including attorney's fees) in connection with all claims, suits, and actions, of every name, kind and description brought against the City by any person or entity as a result of or on account of actual or alleged damages to personal or real property, injuries (including death) damages to any persons, entities, and/or property received or sustained, or alleged to have been received or sustained, in connection with

By entering into this Agreement, Owner/ Agent acknowledges that he or she is aware of the various types of risks involved in lifting the Boat. Owner/Agent accepts the boat lift, slip, docks, piers, and their appurtenances and all common areas "as is" and agrees they are in satisfactory condition, safe and suitable for use to lift the Boat. Owner/Agent further agrees that neither the City, nor any of its agents, employees, officers, directors, or other representatives shall be liable for any loss, damage or

injury to the person or property of Owner/Agent or of Owner/Agent's guests, invitees or servants, including any loss or damage to Owner/Agent's boat, motor vehicle(s), or their contents or equipment, regardless of whether such loss, damage, personal injury or death be occasioned by fire, storm, theft, vandalism, collision, ice, sinking, act of God, or any other cause or condition, including, but not limited to the negligence (but not gross negligence or willful misconduct) of the City, its agents, employees, officers, directors, or representatives, and including, but not limited to, any negligence of the City in connection with providing voluntary first aid or assistance meant to save lives, treat or avoid injury; or dockhand assistance. Owner/Agent further agrees to indemnify and hold harmless the City, its agents, employees, officers, directors, and representatives from and against any claim, action, fine, damages, attorney's fees and costs (whether suit is filed or not) arising from the use of the slip, the Harbor grounds/facilities, the parking areas, and any other common areas at the Harbor by Owner/Agent, Owner/Agent's guests or invitees, arising from any cause whatsoever, including, but not limited to, the negligence (but not gross negligence or willful misconduct) of the City, its agents, employees, employees, officers, directors, and representatives. All lawsuits or legal actions against the City, its agents, employees, officers, directors, and representatives must be filed within one (1) year of the occurrence that gives rise to such lawsuit or legal action, or be forever barred. The Owner/Agent assumes all liability to the City and any third party for any loss, injury, or damage caused by the Boat Lift including any damages to Boat or trailer resulting from any actions performed by City in the performance of any actions and duties necessary to launch, remove or move the Boat to or from the water. The undersigned further understand and agrees that the terms and conditions of this waiver and release from liability extends to and is binding upon the heirs, assigns, and administrators of the Owner/Agent. In the event the vessel or Owner/Agent cause damage to the Boat Lift or City property, Owner/Agent shall be liable for all damages including damages associated with any delay in operating the Boat Lift or otherwise operating Harbor facilities

I HAVE READ THE FOREGOING WAIVER OF AND RELEASE FROM LIABILITY AND FULLY UNDERSTAND ITS CONTENTS.

SIGNATURE: _____

DATE: _____

I am the Vessel/Boat: • Owner _____ • Operator _____ • Agent _____

FOR OFFICE USE AT THE TIME OF LIFT ONLY

Lift Operator: _____ Spotter: _____ Date of Lift: _____

Time Started: _____ Time Finished: _____

One Way _____ Roundtrip _____ Amount Paid \$ _____

Checked for Tarps / Absorbents By: _____

Comments: _____

INITIAL:

Vessel Blocking Plan: Operator _____ Owner/Agent _____

Vessel Lifting Plan: Operator _____ Owner/Agent _____

Agree to Sling Placement / Waive Diver : Operator _____ Owner/Agent _____

Proof of Insurance: _____

Lift Operator: _____ Spotter: _____ Date of Lift: _____

Time Started: _____ Time Finished: _____

One Way _____ Roundtrip _____ Amount Paid \$ _____

Checked for Tarps / Absorbents By: _____

Comments: _____

INITIAL:

Vessel Blocking Plan: Operator _____ Owner/Agent _____

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