

## 2868 South Tongass Hwy., Suite A201 Ketchikan, AK 99901 Phone: (907)225-4166

Email: fclerksaxman@kpunet.net

## Saxman Seaport Marina Moorage Application Agreement

## 

**INSURANCE AND LIABILITY:** The lessee shall be responsible for insurance against loss or damage of their property. Lessee also agrees to defend, indemnify, and hold harmless the lessor, its employees, agents, and assignees against any and all claims, damages, expenses or losses resulting from lessee's use of the Saxman Seaport Marina.

**ADDITIONAL AGREEMENTS:** If additional agreements are made between the lessee and lessor, a new lease must be completed and signed.

**SUBLEASING**: Moorage is specifically for vessels owned by the lessee and identified above. No other vessels are allowed to be moored in the assigned stall. Unidentified vessels will be removed.

**NO ILLEGAL ACTIVITY**: If any illegal activity is found to be conducted on the vessel listed above it will be impounded by the authorities and the owner will not be allowed moorage in the future.

**RATES:** The lessee agrees to pay rates currently in affect, and applicable rate increases was approved by City Council, unless separate terms and rates are negotiated and signed by the lessor and lessee.

**PAYMENT:** First and last month's rent is due at the signing of the lease agreement. Rent is due the first of every month. Failure to receive monthly invoices does not absolve the lessee from the responsibility of timely payments. Payments are applied to the oldest unpaid balance first.

A \$30 CHARGE IS LEVIED (PER OCCURRENCE) FOR EACH CHECK RETURNED FROM THE BANK. RETURNED CHECKS ARE TO BE REPLACED WITH CASH, CASHIER'S CHECK OR MONEY ORDER.

**PROCESSING FEE:** A 3% service fee will be charged for all card payments \$1000 and over, including the total of multiple charges that equal \$1000 or more over the course of the month. You may pay cash, check, cashier's check, or money order to avoid this processing fee.

**EMERGENCY SERVICE FEE:** Saxman Seaport staff will try to contact the owner of the property if there is an emergency. If Saxman Seaport staff needs to perform any emergency service (such as bilging) on the lessee's property, the lessee will be responsible for the emergency service fee of \$100 for the first hour and \$50 an hour afterwards.

**DELINQUENT ACCOUNTS:** Interest will accrue at the rate of 18% per annum (1.50 per month) on all unpaid charges. A \$25 fee will be charged for all notices that are sent by certified mail. This lease will terminate when the account becomes more than 90 days delinquent. Collection action will be taken on all delinquent accounts (per Alaska Statutes). Impoundment and sale of vessels may occur to recapture unpaid balances. Further collection and court action may be pursued to collect amounts not recovered by said sale of items.

| I agree to abide by the Saxman Seaport Marina policies and procedures. |                       |  |
|--|-----------------------|--|
| Lessee's Signature & Date  | Lessee's Printed Name |  |
| <br>Saxman Representative Signature & Date                             | Printed Name &        |  |

| BELOW FOR OFFICE USE ONLY  |   |
|--|---|
| Date Lease Begins:   |   |
| Vessel length overall:   |   |
| Stall Length Assigned: @ \$3.1 moorage period which ends on (circle on | .0 a foot - \$/mo. or \$ until end of e): AUG 31 or FEB 28. |
| Subtotal \$  |   |
| Sales Tax \$   |   |
| 10% Discount \$ (applied if e  | ntire lease period is paid in advance)                      |
| Grand Total \$   |   |
| Amount of deposit collected: \$  | Stall Assignment:   |
|  |   |
| Lessee's Signature & Date  | Lessee's Printed Name                                       |
| Saxman Representative Signature & Date                                 | Printed Name &  |