CITY DOCK CULDISAC PERMIT AGREEMENT

This City Dock Cul-de-sac Permit Agreement (this "**Permit**") is made effective as of the _____ day of _____, 20_____ ("**Effective Date**"), is entered into by and between the City and Borough of Wrangell, a Unified Home Rule Borough ("**City**") and _____ ("**Permittee**"). City and Permittee are each individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".

In consideration of the fees, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, City and Permittee covenant, warrant, and agree as follows:

AGREEMENT

1. Permit Area. The "Permit Area" consists of an approximately ___ square foot portion of City-owned property located generally at the north end of the Samson Yard adjacent the City Dock Cul-de-sac, as designated from time to time by the City or Harbormaster. The Permit Area description is approximate and for reference only.

2. Permit Area Assignment; Competitive Bidding. The Permit Area shall be allocated and assigned by the City through a competitive bidding or application process as determined by the City, at its sole discretion. Permittee acknowledges that participation in the bidding process does not guarantee issuance of a Permit, and that the City may award Permit Areas to other applicants. The City reserves the right to reassign, relocate, or adjust the Permit Areas as operational or public needs require.

3. Revocable Permit; No Lease: This Permit constitutes a revocable license issued by the City and does not create a lease, tenancy, easement, franchise, or other interest in real property. No landlord-tenant relationship is created. Permittee acquires no possessory, vested, exclusive, or continuing rights in the Permit Area.

4. Seasonal Use: Use of the Permit Area is temporary and seasonal only and shall occur solely during the operating season authorized by the City or Harbormaster, which is between May 1 and September 30 of each year ("**Permit Term**"). No right to year-round use is granted unless expressly approved in writing.

5. Permit Fee: Permittee shall pay the Permit Fee to the City of Wrangell in monthly installments of $[amount] each, in advance, on or before the first day of each calendar month during the term of this Permit. Payment shall be made by check, electronic transfer, or other method approved by the City. All Permit Fee payments are non-refundable, regardless of weather, business volume, or early termination by Permittee, except as expressly provided in Section 7 of this Permit. Failure to timely pay any monthly installment shall constitute a material violation of this Permit and shall be grounds for immediate revocation.

6. Revocation by City: This Permit may be revoked by the City at any time, with or without cause, upon written or verbal notice, when the City determines that revocation is in the public interest or necessary for safety, operations, maintenance, construction, regulatory compliance, or other municipal purposes. Upon revocation, Permittee shall immediately cease use of the Permit Area. If this Permit is revoked prior to the end of the Permit Term, the City shall refund to Permittee the portion of the Permit Fee corresponding to the remaining, unused term of the Permit, calculated on a pro-rata daily basis as determined by the City in its sole discretion. Permittee shall have no other claim for damages, compensation, or reimbursement resulting from revocation.

7. Termination by Permittee: Permittee may terminate this Permit at any time upon written notice to the City. Upon termination by Permittee, Permittee shall immediately cease use of the Permit Area. Permittee shall not be entitled to a refund of any portion of the Permit Fee. The City may, at its sole

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discretion, reissue or reassign the Permit Area to another permittee or user following Permittee's termination. Permittee shall have no claim against the City for any lost opportunity, reassignment, or use by another permittee.

8. City and Harbormaster Authority: Permittee shall comply with all reasonable directions, rules, and operational requirements of the City and the Harbormaster. The Harbormaster may regulate Permittee's operations as necessary to protect public safety, access, navigation, congestion, aesthetics, and harbor operations. Failure to comply constitutes grounds for immediate revocation.

9. Services and Utilities: The City does not guarantee the availability, adequacy, or continuity of services or utilities. Permittee assumes all risks associated with utility access and use.

10. Use of the Permit Area: Permittee may use and occupy the Permit Area for any lawful commercial purpose, including, without limitation, the operation of a food truck, mobile food service, temporary or permanent vending, retail sales, and the sale or display of food, beverages, merchandise, crafts, souvenirs, trinkets, or other goods, whether produced on-site or off-site, and for any other related or incidental commercial activities. Permittee may also use the Permit Area for ancillary activities reasonably associated with such uses, including customer service, ordering, pickup, queuing, storage of supplies, and promotional activities. The foregoing permitted uses shall be interpreted broadly and shall not be deemed to exclude any other lawful commercial use that is similar, related, or compatible with the uses described above. All uses are subject to compliance with applicable laws, ordinances, regulations, permits, and approvals.

11. Permittee Obligations: Permittee shall keep the Permit Area and adjacent areas clean and free of rubbish, keep and maintain the Permit Area in a neat, clean, and sanitary condition, keep the Permit Area in a state of repair, and ensure Permit Area is free from any hazardous or dangerous conditions. Permittee shall not make any alterations, additions, or improvements to the Permit Area without the express written permission of City. Upon such express written permission, any alterations, additions, or improvements shall be at Permittee's sole expense. Permittee shall restore the Permit Area to its original condition, reasonable wear and tear excepted, upon expiration or termination of this Permit.

12. No Residential Use; No Sleeping: The Permit Area shall be used solely for commercial purposes. Residential use of the Permit Area is strictly prohibited. Without limiting the foregoing, the Permit Area shall not be used for dwelling purposes, living quarters, overnight accommodation, or sleeping, whether on a temporary or permanent basis, and whether by Permittee, employees, contractors, vendors, or any other persons. No beds, cots, mattresses, sleeping bags, or similar items shall be kept on or used within the Permit Area.

13. Temporary Structures; Removal; Abandoned Property; Approvals: Any shelters, canopies, tents, or other temporary structures constructed or installed by Permittee in connection with Permittee's use of the Permit Area shall be seasonal only and shall be completely removed by Permittee at the end of the Permit Term, or earlier upon expiration or termination of this Permit, whichever occurs first.

Any building, improvement, or mobile structure, whether temporary or permanent, placed on or used in connection with the Permit Area must receive prior written approval from the Harbormaster and shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including without limitation all permitting, zoning, health, safety, and fire requirements.

Any personal property, structures, equipment, or other items remaining on the Permit Area more than fifteen (15) calendar days after the end of the Permit Term or termination or expiration of this Permit shall be deemed abandoned. City may, without notice or liability to Permittee, remove, store, sell, destroy, or otherwise dispose of such property in any manner City deems appropriate, and Permittee shall remain responsible for all costs incurred by City in connection therewith.

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14. No Guaranteed Operating Hours: City makes no representation or warranty regarding permissible hours or days of operation, foot traffic, visibility, or business volume. Permittee will generally have access to the Permit Area during the facility's operating hours, which are 5am to 10pm and may be extended for certain Holidays with permission of the City Or Harbormaster..

15. No Nuisance or Obstruction: Permittee shall not create noise, odors, lighting, congestion, or other conditions that interfere with public access, navigation, or the use and enjoyment of adjacent property.

16. Insurance: Permittee shall, at its sole cost, maintain commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 aggregate, naming the City of Wrangell as an additional insured. Permittee shall provide the City with proof of such coverage prior to commencing use of the Permit Area. If Permittee employs staff in connection with this Permit, Permittee shall maintain workers' compensation insurance as required by law. Failure to maintain required insurance shall constitute grounds for immediate suspension or revocation of the Permit.

17. Compliance with Laws: Permittee shall obtain and maintain all permits and approvals required for its operations and shall comply with all applicable federal, State of Alaska, and City of Wrangell laws, regulations, and ordinances.

18. Limitation on Liability: City is not responsible for any damage, loss, or theft of any of Permittee's personal property in the Permit Area, and shall not be liable for any loss or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, or any other event within or adjacent to the Permit Area unless caused by the intentional misconduct or gross negligence of the City.

19. Indemnification: Permittee shall defend, indemnify, and hold harmless City and its officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to Permittee's use or occupancy of the Permit Area, except to the extent caused by City's gross negligence or willful misconduct.

20. No Assignment: This Permit is personal to Permittee and may not be assigned, transferred, or sublicensed without the prior written consent of the City, which may be withheld in the City's sole discretion.

21. Amendment: This Permit shall not be modified except by a written agreement signed by City and Permittee.

22. Governing Law; Venue; Attorney Fees: This Permit shall be governed and construed in accordance with the laws of the state of Alaska. Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising, arisen, or to arise out of this Agreement shall be brought and determined in the state courts of the state of Alaska, First Judicial District at Wrangell.

23. Notices: Any notice required under this Permit shall be in writing and delivered at the following addresses or email addresses:

City:
Borough Clerk
City and Borough of Wrangell
PO Box 531.
Wrangell, Alaska 99929

Permittee:
[Permittee's Name]
[Permittee's Address]
Phone: _____
Email: _____

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24. Entire Agreement: This Permit constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, or representations by or between the Parties, whether written or oral.

25. No Waiver: The failure to enforce or delay in enforcement of any provision of this Permit shall not be construed as a waiver of such provision or right unless such waiver is in writing.

26. Severability: Any provision of this Permit deemed to be invalid or unenforceable by a court shall have no effect on the enforceability on the remainder of the Permit.

27. Electronic Signatures: The Parties agree that any and all electronic or digital signatures shall have legally binding force and effect and will be treated as original signatures.

IN WITNESS WHEREOF, the Parties have executed and delivered this Permit, effective as of the Effective Date.

City:

CITY AND BOROUGH OF WRANGELL ALASKA, @, a Unified Home Rule Borough

By:_____
Name: Patty Gilbert
Title: Mayor

By:_____
Name: Mason Villarma
Title: City Manager

Permittee

<<Name of Permittee>>

_____
By:
Its:

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