

HAUL OUT REQUEST

_____ Vessel _____ Owner _____ Homeport
_____ Length _____ Width _____ Ton _____ Hull Material _____ Type _____ Actual Tonnage _____ Length of project
Requested _____ Haul Out Date _____ Scope of Work _____ Vendor
Requested Services: **Power** ___ yes ___ no **Water** ___ yes ___ no _____ Contact # _____ e-mail
_____ Date of Request _____ Harbor Staff _____ Inspection Haul – 2 Hours ONLY
Haul Out Date Scheduled _____ Splash Date _____ Agreement signed ___ yes ___ no

AGREEMENT FOR MOBILE BOAT LIFT SERVICES

READ CAREFULLY BEFORE SIGNING

THIS AGREEMENT is made between the **City of Wrangell, Alaska** (hereinafter *City*), and _____
(hereinafter *Owner*), owner or agent of that certain Maritime Vessel _____, Vessel License Number _____,
(hereinafter *Vessel*).

1. City, at the request of Owner and upon payment of the established fee, agrees to remove Vessel from the waters of the Wrangell Harbor by means of mobile boat lift.

2. Owner represents and warrants that Vessel is structurally sound and capable of withstanding removal from the water by mobile boat lift, that Owner has designated suitable locations for the lift straps, and that Vessel has otherwise been secured and properly prepared for removal from the water. City makes no warranties or assurances that Vessel can be safely moved mobile boat lift. Owner has been advised and understands the minor and major damages that may occur to Vessel by virtue of its removal from the water or placement into the water by the mobile boat lift.

3. OWNER HEREBY RELEASES AND DISCHARGES CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND ELECTED OFFICIALS FROM ALL CLAIMS, DEMANDS AND RIGHTS AND CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, OF ANY NATURE WHATSOEVER, RESULTING IN ANY WAY OUT OF OR ARISING INCIDENT TO THE USE OF THE MOBILE BOAT LIFT EXCEPT THOSE CAUSED SOLELY BY THE NEGLIGENCE OF CITY.

4. OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND EXPENSE WHICH IN ANY WAY ARISE FROM DAMAGE TO OR DESTRUCTION OF VESSEL AND PROPERTY ABOARD VESSEL EXCEPT FOR SUCH DAMAGE AND DESTRUCTION CAUSED SOLELY BY THE NEGLIGENCE OF CITY. THE LIABILITY AND EXPENSE TO WHICH THIS INDEMNITY APPLIES INCLUDES, BUT IS NOT LIMITED TO, ATTORNEYS' FEES AND COSTS INCURRED IN ANY LITIGATION REGARDING THESE CLAIMS.

5. OWNER AGREES AND ACKNOWLEDGES THAT IF VESSEL, INCLUDING PROPERTY ABOARD VESSEL, SUFFERS DAMAGE OR DESTRUCTION IN ANY WAY ARISING OR RESULTING FROM USE OF THE MOBILE BOAT LIFT, OWNER WILL BE UNABLE TO RECOVER ANY DAMAGES FROM CITY, ITS EMPLOYEES, AGENTS, OFFICERS, ELECTED OFFICIALS OR CONTRACTORS, OR THEIR INSURANCE COMPANIES, UNLESS SUCH DAMAGE OR DESTRUCTION IS CAUSED SOLELY BY THE NEGLIGENCE OF CITY.

6. Owner agrees that this Agreement shall be construed in accordance with the laws of the State of Alaska (except for choice of laws) and that if any portion or application of it is held invalid, the balance shall continue in legal force and effect. Owner also agrees that jurisdiction and venue for any action relating to this Agreement or its subject matter shall rest exclusively in the state court of competent jurisdiction located at Wrangell, Alaska.

7. Owner has read and voluntarily signs this Agreement and further agrees that no other representations, statements or inducements have been made.

8. If executed by owner's agent, such agent hereby represents and warrants that such agent has the authority to bind owner to the terms, covenants and conditions of this Agreement.

Date: _____

City of Wrangell, Alaska

By _____

Date: _____

Owner _____

Print Name: _____

(Vessel Owner) or (Owner's Agent)

Address: _____
