

## HAUL OUT REQUEST

Vessel \_\_\_\_\_ Owner \_\_\_\_\_ Homeport \_\_\_\_\_

Overall Length \_\_\_\_\_ Width \_\_\_\_\_ Hull Material \_\_\_\_\_ Type \_\_\_\_\_ Actual Tonnage \_\_\_\_\_ Length of project \_\_\_\_\_

Requested Haul Out Date \_\_\_\_\_ Scope of Work \_\_\_\_\_ Vendor \_\_\_\_\_

☐ Inspection Haul – 2 Hours ONLY Requested Services: Power ☐ yes ☐ no Water ☐ yes ☐ no

Contact # \_\_\_\_\_ E-mail \_\_\_\_\_

### AGREEMENT FOR TRAVELIFT SERVICES

*READ CAREFULLY BEFORE SIGNING*

Owners are required to have crew on board to assist with haul out

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 travelift.

2. Owner represents and warrants that Vessel is structurally sound and capable of withstanding removal from the water by travelift, that Owner has designated suitable locations for the travelift 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 travelift. 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 travelift.

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 TRAVELIFT 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 TRAVELIFT, 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.

SIGNED:

Date: \_\_\_\_\_

Owner/Agent \_\_\_\_\_

Print Name: \_\_\_\_\_

(Vessel Owner) or (Owner's Agent)

Address: \_\_\_\_\_

\_\_\_\_\_

C. **INDEMNIFY/HOLD HARMLESS AGREEMENT**

The user agrees to defend, pay on behalf of, indemnify and hold harmless **The City and Borough of Wrangell**, its elected and appointed officials, employees, volunteers, and others working on behalf of the City and Borough of Wrangell against any and all claims, demands, lawsuits, liabilities or losses, including costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against for from the City and Borough of Wrangell, its elected and appointed officials, employees, volunteers or others working on behalf of the City and Borough of Wrangell, by reason of person injury, including bodily injury or death, property damage, including loss of se thereof, and environmental damage or liabilities, which arises out of or is in any way connected or associated with the use of this facility or property of the City and Borough of Wrangell by the User, its employees, agents, or contractors.

It is specifically understood by the undersigned that the City and Borough of Wrangell is not responsible for any loss, damage, or injury arising out of work while within the WMSC or on the respective vessel.

**SIGNED:** \_\_\_\_\_ **Date:** \_\_\_\_\_

IF SIGNING ON BEHALF OF A BUSINESS ORGANIZATION, THE USER MUST SUPPLY PROOF OF AUTHORITY TO BIND THAT BUSINESS ORGANIZATION.

**D. INSURANCE REQUIREMENT FOR VENDORS/CONTRACTORS AND SMALL BUSINESS OWNERS ENGAGED IN CERTAIN ACTIVITIES**

Any user engaged in the following activities: welding, oxy-acetylene cutting or any type of open flame work; boom truck activities or forklift activities; commercial spray painting; fiberglassing; or structural boat work, by his or her signature below, certifies that he or she, or their business, holds the following insurance policies and that such policies comply with all applicable local, state or federal laws:

1. **General Liability Insurance;**
2. **Motor Vehicle Liability Insurance** (for individuals engaged in boom truck or forklift activities);
3. **Workers Compensation Insurance** (where appropriate).

Proof of Insurance must be provided prior to commencement of any work on WMSC Property.

**BY MY SIGNATURE BELOW, I AM AGREEING TO ALL THE TERMS AND CONDITIONS DESCRIBED HEREIN AND AM AGREEING TO FULLY COMPLY WITH THE SAME. I UNDERSTAND THAT FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE TERMINATION OF ANY RIGHT I MIGHT HAVE TO USE THIS FACILITY. I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, THAT I UNDERSTAND, AND DO AGREE TO ABIDE BY THE WRANGELL MARINE CENTER FACILITY USE AGREEMENT.**

I further understand and acknowledge by my signature that the City and Borough of Wrangell is not responsible for damage or loss to vessel or articles left in or attached to the vessel in case of fire, theft, accident, inclement weather or any other cause beyond its control.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**APPROVAL: THE CITY AND BOROUGH OF WRANGELL**

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_