

BOAT LIFT AGREEMENT

Seward Boat Harbor • PO Box 167, Seward, Alaska 99644 • Telephone: (907) 224-3138 Fax: (907) 224-7187

Name of Vessel: _____ Length: _____ ID Number: _____
 Weight of Boat _____ Type of Keel (sail boats only) _____
 Name of Owner Operator Agent _____ Phone: _____
 Address _____ City _____ State _____ Zip _____

The above referenced boat is to be:

_____ Removed from water to _____ DATE Lifted _____
 _____ Placed into water from _____ DATE Launched _____
 _____ Placed into trailer from _____ DATE Placed on Trailer _____
 _____ Reblocked in yard _____ DATE Reblocked _____

Special instructions _____

Account # _____ 50 - TON 330 - TON Estimated Return to Water: _____

Lift

Operator(s) _____

Reg. _____ + O.T. _____ = Total Hrs. _____

Reblock

Operator(s) _____

Reg. _____ + O.T. _____ = Total Hrs. _____

Launch

Operator(s) _____

Reg. _____ + O.T. _____ = Total Hrs. _____

Charges

	Lift Hour(s) _____	Additional Time or Reblock Hour(s) _____	Launch Hour(s) _____	Additional Time or Reblock Hour(s) _____
Base Rate \$				
Over 50' \$ for 50 ton				
Over 55' \$ for 330 ton				
O.T. Lbr \$				
Sales Tax \$				
Total \$				

I have had the opportunity to read the "Boat Lift Use of Terms and Conditions" as they appear on the reverse side of this form, and I do accept and agree to those terms and conditions. **Must have two adults on boat entering or leaving lift pit.**

Signed _____ Date _____

Sail Boats Tie Belts How Far Apart _____

BOAT LIFT USE TERMS CONDITIONS

Vessel owner ("Owner") hereby requests the use of the boat lift owned and operated by the City of Seward ("City") for the purpose of the lifting and/or transporting the vessel described on this application ("Vessel") as directed by Owner. Owner agrees to be bound by all terms and conditions of this agreement as set forth below as well as all applicable City Code and The Port and Harbor Tariff Regulations.

The following terms and conditions contain important information that may affect your legal rights. You must read the following material before signing the agreement.

Owner's Responsibilities. Owner agrees to have two adults available on site at all times preparatory to and during the move or lift of the Vessel and agrees that City's personnel will not be requested or required to go onto or into the Vessel at any time. Owner agrees that Owner is solely responsible for placing and positioning all lifting slings and for ensuring that lifting slings are properly positioned prior to any lift or movement of the Vessel. Owner agrees that Owner is solely responsible for providing and maintaining all blocking, cribbing or trailers that may be used to support, store, carry, or transport the Vessel. Owner also agrees that Owner is solely responsible for directing the positioning or placement of blocking or cribbing and for positioning the Vessel upon any trailer: under no circumstances will the City, its employees, or agents be responsible for directing placement or positioning of lifting slings on the Vessel's hull, or specifying the manner in which the Vessel is blocked, stored, placed, or positioned on any trailer, provided, however that the City may, at the determination of the operators of the boat lift, refuse to release the Vessel if it is considered to have inadequate blocking or cribbing or present a danger to adjacent boats or persons.

Payments of Fees. Owners agrees to pay all charges incurred for the use of the boat lift **in advance**.

Rental Agreement Only. Owner agrees and understands that this agreement is an equipment rental agreement only, and that by agreeing to provide use of the City's boat lift the City is not accepting possession or control of the Vessel; the relationship between the parties is simply that of lessor and lessee. The Vessel shall at all times remain in the exclusive possession and control of the Owner and the City is not acting, and shall not be held liable in any manner, as a subcontractor or bailee.

Limitation of Liability. City shall not be responsible or liable for any loss, damage, or injury, hereunder from any cause whatsoever from any cause whatsoever, except and to the extent solely caused by City's own negligence or intentional misconduct. City disclaims any and all other liability, whether for negligence or other tort, in contract or otherwise, and specifically disclaims any warranty of whatsoever kind or nature including, but not limited to, any warranty of workmanlike service or performance. The liability of City for damages caused solely by its own negligence or intentional misconduct shall be limited to the reasonable cost of repairing the Vessel. Owner assumes all responsibility for any and all claims or damages otherwise resulting including, but not limited to, claims by Owner or third-parties for property damage, personal injury or death, pollution or discharge of a polluting or hazardous substance (together with cleanup, removal and remediation of same) as well as any direct, indirect, special, consequential, or commercial damages, claims for loss of profits or earnings, or other claims or damages of whatever kind or nature.

Owner's Obligation to Defend, Hold Harmless and Indemnify. Owner hereby releases, and agrees to defend, hold harmless, and indemnify City and its officers, employees, and agents from and against any and all losses, claims, demands actions, damages, liabilities or expenses of every kind, character, and nature whatsoever (including, but not limited to, personal injuries, death, environmental contamination, property damages, or employee liability) arising out of, resulting from, or in any way related to performance under this agreement, except where liability for same is caused solely by the City's own negligence or intentional misconduct. Defense shall include payment of actual attorney's fees and costs. Owner waives any right of subrogation against the City which might otherwise arise upon payment of a loss by Owner's insurers.