



City of Gustavus, Alaska

PO Box 1
Gustavus, Alaska 99826
Phone: 907.697.2451
Fax: 907.697.2631

January __, 2022

Business

Attn:

Address

Gustavus, AK 99826

Subject: Use Agreement for the City of Gustavus Float Facilities

Dear:

The purpose of this letter is to establish that in addition to the requirements of Title 8 Marine Facilities, a Facility Use Agreement is now required for commercial vessels using the City's floats, ramps, and other facilities at the City's Salmon River Small Boat Harbor and Multi-Modal (AKA Ferry Dock) floats. A "commercial" vessel for the purpose of the Facility Use Agreement means a vessel that has applied for and received, a City of Gustavus Commercial Motorized Vessel registration sticker (strawberry sticker). Commercial vessels used for commerce, such as commercial fishing, that use -the Gustavus marine facilities only as private vessels (i.e., live-aboard, leisure, etc.) are eligible for the Private Motorized Vessel registration sticker.

Commercial use of City of Gustavus marine facilities in the absence of a signed agreement authorizing the vessel, except in an emergency, is prohibited and subject to a fine of \$1,000.

Please contact City Hall if you have any questions.

Sincerely,

Tom Williams, Ph.D.
City Administrator

FACILITY USE AGREEMENT

Commercial use of City of Gustavus marine facilities in the absence of a signed agreement authorizing the vessel, except in an emergency, is prohibited and subject to a fine of \$1,000.

This Agreement will serve as a confirmation for use of the facilities located at the City of Gustavus Salmon River Small Boat Harbor and the City Floats at the State of Alaska Dock on from _____, 2022 to December 31, 2022, by:

Name of Vessel Owner

Name of Business

Vessel Identification (AK #, Document #, Other)

Contact # and Email

Phone #

The facilities use fee is \$500 per vessel; trailer use for vessel is included. Payment of the facility use fee in full shall be made at the time this Agreement is signed by both parties. The Agreement may be cancelled with refund in full up to 48 hours prior to permitted period. NO REFUND will be given on any cancellation later than 48 hours prior to the start of the permitted period, or for termination due to noncompliance with the terms of this agreement.

The facility use agreement does not apply to state and federal agency vessels, vessels conducting official business with the City of Gustavus, educational or scientific research purposes with prior approval by the City of Gustavus.

USE CONDITIONS: During the Agreement period, the vessel identified above shall have access to use the City of Gustavus Marine Facilities (ramp, float, etc.) at the Salmon River Small Boat Harbor, and the floats and other city infrastructure at the State Dock. The commercial operator understands and agrees that the Gustavus Marine Facilities, including the Salmon River Boat Harbor and the float system at the State Dock, are the property of the City of Gustavus, which has proprietary jurisdiction over those facilities. Permitted use is subject to the provisions of the City of Gustavus Code of Ordinances and the terms of this agreement. Use of the City of Gustavus Marine Facilities must comply with the below standards. Violation of any of these standards may result in the loss of use for a set period, a fine of \$1,000 per violation, termination of the Facility Use Agreement, or any combination of these remedies.

1. Use of the floats is for transient purposes only. Duration at the float is intended to provide for the loading and unloading of passengers, gear, and other items (i.e., loading/unloading of provisions, daily fish catch, etc.) associated with the execution of the activities common with commercial fishing, charter fishing, whale-watching, kayak sightseeing, boating, or other similar activities.

2. Except in an emergency, use of the floats is not permitted for vessel repair, overnight occupancy, or mooring in excess of two (2) hours during the permitted uses described above. The vessel captain or representative shall notify the City of Gustavus Marine Facilities Coordinator or City officials at City Hall of the emergency requirement as soon as practicable. The phone number at City Hall is 907-697-2451.
3. Conduct of vessel captains, crews, passengers, guests, and provisioners is the responsibility of the vessel owner and signatory. Interaction with other users of the City of Gustavus Marine Facilities must be non-confrontational, and cooperative, accepting of the rights of other patrons to use the facilities. Any disagreements, confrontations, or combative instigation by other patrons should be documented and submitted to City Hall.
4. Vessel captains and crews must comply cooperatively with directions regarding the use of city marine facilities as issued by officials of the City of Gustavus, specifically the City Marine Facilities Coordinator, the Mayor, and the City Administrator.
5. Conduct must not violate any Federal, State of Alaska, or City laws or regulations, including but not limited to, the feeding of marine mammals. Vessel captains shall assure that fish waste, bait, food, or garbage are not allowed to reach marine mammals. Even inadvertent feeding is prohibited and a violation of the terms of this agreement.
6. Fish waste, bait, food, or garbage shall not be discharged on land in the City Beach Park, or the Salmon River Boat Harbor or in the Salmon River, where it may be available to terrestrial mammals or birds.
7. Cleaning of fish on the float is prohibited. Fish cleaning is permitted on the boat tied to the float but not on the float. Discarding of fish carcasses must be done in accordance with Federal, State, and City of Gustavus laws and regulations. Compliance with Chapter 8.05 – Prohibited acts, subsection (f) is required and punishable in accordance with Section 8.05.010 – Harbor facilities offenses fine schedule.

Chapter 8.05- Prohibited Acts

(f) *Improper waste disposal.* It is unlawful for any person to dispose of trash, garbage, refuse, human waste, animal carcasses or parts, fish waste or parts, or any similar substance in or on the water or the land of the harbor facilities. Discarding of animal carcasses (e.g. fish, deer, etc.) is prohibited from the cities marine facilities. All dumping of animal carcasses must be beyond mid-channel.

Section 8.05.020 - Harbor facilities offenses fine schedule.

(a) All fines established under this title are civil penalties. Proof of liability for any penalty is sufficient if the Harbormaster proves by a preponderance of the evidence that the alleged offense was committed. There shall be no right to a jury trial or appointed counsel to defend against any citation brought under this title.

(b) If a fine amount is set for an offense arising under this chapter, a person charged with that offense can dispose of the charge (by mail or in person) by paying the fine amount plus any surcharge required to be imposed by AS 29.25.075 and checking the "no contest plea" box on the back of the citation. Alternatively, the person may choose to exercise the following appeal rights:

- 1) The first level of appeal shall be to the harbor appeal panel. The question on appeal shall be whether the violation charged in the citation has been proven by the Harbormaster by a preponderance of the evidence.

2) Any subsequent appeal shall be taken to the Superior Court of the State of Alaska at Juneau.

(c) The fine amounts are set forth in resolution by the Gustavus City Council

8. Storing of equipment or provisions or leaving trash for more than thirty (30) minutes without the vessel moored to the float, is prohibited.

INDEMNIFICATION: Vessel owner shall defend, indemnify and hold harmless the City of Gustavus, its council members, mayor, officials, employees and volunteers, from and against all claims, damages, losses and expenses, of any kind and any nature, including but not limited to any claims, damages or losses resulting from any environmental spill or environmental event, including but not limited to attorney's fees and any and all fees related to any court or administrative hearings, arising out of or resulting from the use of Gustavus marine facilities, including the Salmon River Boat Harbor and the float system at the State Dock.

INSURANCE: Vessel owner must furnish prior to using city marine facilities a Certificate of Insurance naming the City of Gustavus as an Additional Insured on a General Liability Insurance Policy. The insurance policy shall provide a limit of liability equal to or more than \$2,000,000 per occurrence. The insurance must be from a duly licensed insurance company authorized to do business in the State of Alaska.

TERMS AND CONDITIONS: Vessel owner will be financially responsible for any and all damages to the premises that results from its use of the facility, including property damage, structural damage, and personal injury by vessel owner, its employees, agents, volunteers, guests or subcontractors that occur in the course of use of the building/premises/floats/docks and any other structures.

The undersigned have carefully read, understand, and voluntarily agree to the terms of this Agreement, and further agree that no oral representations, statements, or inducements have been made to the undersigned by any City employee, mayor, council member, city attorney, or any other city representative.

The signatory agrees and acknowledges that he/she has had the opportunity to consult with counsel of his/her choice and is not relying on any advice or representations of the City attorney.

Signature of Individual or Authorized Representative

Date

Signature of

Date

Signature of the City of Gustavus

Date