



**P.O. Box 281
307 Belmont St.
Nome, Alaska 99762
907.443.6619**

**PORT OF NOME HAUL-OUT/LAUNCH
USER AGREEMENT**

Acct # _____

Owner Info

Owner: _____ Phone: _____
 Billing Address: _____
 Email Address: _____ City: _____ State: _____ Zip: _____
 Vessel Operator (if not owner): _____ Phone: _____

Vessel Info

Vessel Name: _____ Registration Number: _____
 Length Overall: _____ Beam: _____ Draft: _____ Displacement Tonnage: _____
 Hull Type: _____ Hull Material: _____

Haul-Out/Launch Info

First-time Haul-out User? Yes No Haul-Out Date: _____ Launch Date: _____
 Damage below Waterline? Yes No If yes, explain: _____
 Nature of Work: Dry Land Storage Paint Zincs Propeller Shaft Rudder
 Other: _____
 Haul-Out/Launch Location: _____

Documents

	Date	Staff Initials	Comments
Documents (*Required)			
<input type="checkbox"/> Owner Registration*	_____	_____	_____
<input type="checkbox"/> Proof of Insurance*	_____	_____	_____
<input type="checkbox"/> City as Additional Insured*	_____	_____	_____
<input type="checkbox"/> Operation Plan *	_____	_____	_____
<input type="checkbox"/> Port Admin Approval*	_____	_____	_____

Detailed Description of Operational Plan: *(Use below provided space or attach separate page)*

Please provide a detailed description of the vessel haul out or launch operational plan in a step by step process.

CREW INFO:

Operation Foreman:

Name _____ Telephone _____

Operation Safety Officer:

Name _____ Telephone _____

List of All Crew Involved in Operation (Include full names):

List of Equipment to be used (Include heavy equipment, dead-man, anchors, cables, chains, snatch blocks etc)

**PORT OF NOME UPLANDS FACILITY
USER TERMS & CONDITIONS**

1. **The City of Nome (“the City”)** agrees to provide dry dock space to vessel owners under a User Agreement for the purpose of vessel repairs, maintenance, and inspections per a Harbormaster-approved work plan during the dates specified in this agreement.
2. **Responsibility.** The City does not accept the vessel, its tackle, fixtures, equipment, gear, or furnishings for storage or safekeeping belonging to either the owner or vendor. Nor does the City accept any responsibility for vendor supplies, their laborers/employees, equipment, and personnel that the vessel owner may organize or contract. The City shall not be responsible for lost work time, or any other lost time to the vessel, while it is hauled out or on the City-owned property.
3. **Policy Compliance.** Vessel owners, their agents, crew, service providers/vendors (all referred herein as Users) agree to comply with the City’s User Facility Rules. A copy shall be provided when services are scheduled.
4. **Operational Structure.** The Port of Nome Uplands Facility is being managed as an “Open Yard” facility, meaning that the User is responsible for the actual work being performed on their vessel. The City is providing the opportunity for haul-out and uplands use, and is not responsible for the finished product. This management structure gives the User the opportunity to manage their project from start-to-finish, contracting with vendors from the Authorized Ancillary Service Providers List (provided by the City), or by using their own crew to make the repairs necessary for vessel maintenance.
5. **Vendors & Service Providers.** Contracting for all services to the vessel while it is in dry dock, and payment for those services, is the sole responsibility of the User. Persons providing services to a vessel in dry dock, except for work and services proved by User, must be on the City’s approved ancillary services list. To qualify for the list, the following documents must be on file along with payment of fees: Certificate of Insurance, Alaska business license, registration for city sales tax, and professional certifications for the named trades. Vendors must abide by OSHA safety rules and regulations pertaining to their trade.
6. **Security.** Users are responsible for the security of their vessel, tools, and equipment as well as those of their vendors. Other than random patrols of the property, City will not be present during non-business hours.
7. **Insurance.** Users agree to have a current marine insurance policy of a “named perils” or “all risks” type that fully insures the value of the vessel, plus accident and environmental liability. A Certificate of Insurance shall be provided to the City showing coverage not less than the minimum required in the Port Tariff Rules & Regulations. Hull and machinery coverage shall be sufficient to dispose of the vessel if abandoned, burned or otherwise left to the City.
8. **Dry Dockage.** The Harbormaster shall designate a dry storage area within the industrial yard for the vessel. Charges for dry dockage are payable from the time the vessel is hauled out until the vessel is removed from the yard. Payment of charges for dry dockage grants a User a revocable license to use the dry dockage area that is designated for the vessel.
9. **Charges:** Rates are published in the Port Tariff, with charges billed out on an as-needed basis and payable to the Port of Nome. Users are responsible for obtaining a docking permit prior to launching a vessel, and an idle vessel/storage permit, prior to haul out. Charges are calculated on the overall length, including all appendages which capture the general square footprint of the vessel.
10. **Blocking.** Vessel blocking is the responsibility of the User. The City has the right to inspect vessel blocking and will, if, necessary, require additional blocking if it is determined to be inadequate for the job. The City will not supply, store, or furnish ships blocking, nor supply the labor needed for blocking installation/removal.
11. **Tarps.** Ground cover tarps must be placed under every vessel that is scheduled for sandblasting, painting, scraping or engine overhauls prior to blocking, and cover the ground under the entire vessel plus a 10 foot parameter. Tarps must remain in place and shall be kept clean (daily) of all hazmat, paint chips, oil, etc. Ground cover tarps must be protected during welding operations.
12. **Ladders/Scaffolding.** Users will provide their own ladders and scaffolding. User assumes all risk when utilizing ladders and scaffolding.
13. **PPE:** Users shall insure that personal protective equipment and clothing will be provided and worn as appropriate to each task.
14. **Sanding, Grinding, & Scraping.** Open air sanding, grinding and scraping are prohibited unless dustless systems are employed or the vessel is tented and properly vented/filtered. These precautions are to prevent escapement of airborne particulates from the vessel and soil contamination.
15. **Pressure Washing:** The Port of Nome does not allow pressure washing. Users who wish to remove marine growth from their vessel’s hull must utilize alternative methods, such as manual removal by scraping. Ground covers must be used to collect debris and then shoveled into containers for proper disposal, which the vessel owner provides.
16. **Disposal of Waste & Hazmat.** User shall dispose of all waste and Hazmat in accordance with the Port of Nome tariff and the instructions of the Harbormaster or designee.
17. **Spills & Cleanup.** User shall immediately report any spills to the Harbor Office, NRC, DEC, and U.S. Coast Guard MSD. Failure to report can result in fines. User is responsible for the cleanliness of their dry storage area. Fees will be assessed if City labor is utilized to clean a vessel’s area.

18. **Welding/Hotwork:** Authorized ancillary services contracted to weld must be certified, licensed, and insured. All persons, including the User, crewmembers, and vendors must follow all standard welding practices per OSHA regulations. Fire guards and protective measures must be in place during all welding and cutting activities. There will be no open flames (other than welding or cutting torches) and no open burning. For every welder working, each must have a person on fire watch with fire extinguisher near them. Atmospheric testing for enclosed areas shall be done when appropriate. Arc shields shall be used as appropriate and required. Must have current approved Hot Work Permit on file with the Port of Nome Harbor office.
19. **Storm Events:** The User is solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event to prevent damage/injuries caused by airborne debris from their vessel and/or dry storage location.
20. **Materials, Structures & Equipment.** Necessary materials should be on hand before each haul-out. Arrangements for storage of materials must be coordinated with the Harbormaster. Users may bring in vehicles, trailers, or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without written approval. If the project requires more space for project lay-down, space will be provided as available and charges will reflect actual square foot usage.
21. **Alcohol/Drug-Use in Facility:** No alcohol or drugs shall be consumed/allowed in the industrial yard or aboard vessels anywhere in the Port of Nome industrial yard or moorage areas.
22. **Fires:** No open fires are permitted aboard vessels or in the boatyard.
23. **Children:** Children under the age of 12 must be accompanied by an adult at all times.
24. **Pets:** All animals must be leashed and cleaned up after per Nome City Code.
25. **Live-a-boards:** No one will live aboard a vessel in dry moorage.
26. **Liability.** The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. The User shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from User's acts or omissions and those of their agents, service providers/vendors, crew, employees, or invitees.
27. **Default; City's Remedies.** Failure to adhere to the Port's policies may result in unsafe actions and environmentally harmful activities. When violations, intentional or otherwise, are observed by City staff work will be stopped until corrective measures are taken. If User fails to properly follow and adhere to these practices/policies and/or their agreement with the City, or fails to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation one or more of the following: a) Terminate User's facility access; b) impoundment per NCO 12.30.010-.080; c) have the vessel removed until the violation has been cured or disposed of. The owner or operator of any vessel impounded by the City shall be subject to and liable for all costs incurred by the City for towing, storage, costs of sale, attorney fees and any other charges incurred in connection with the impoundment, and charges for harbor services.
28. **No Waiver.** The failure of the City to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions hereof shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
29. **Notices.** Billings and notices will be mailed to User's address as set forth herein. User shall notify the City in writing of an address change.
30. **Interpretations; Amendment.** Alaska law shall govern this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision. This document constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

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- I accept full responsibility for my activities in the industrial yard, and for the actions of my crew, workers, vendors and contractors.
 - I agree to have insurance covering the vessel, crew and persons working for me, as may be required by the terms and by the law.
 - I understand that there may be a security bond required in the amount estimated to dispose of the vessel should project failure or abandonment occur.
 - I accept and acknowledge that I have read and agree to the terms hereinabove and will abide by the Port of Nome Facility Policies. I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

User: _____ Date: _____
 (Signature) (Print)

Harbormaster/Port Director Approval: _____ Date: _____