

# Doyon's Landing, LLC.

## Dock Moorage Agreement

Latitude 55-19-747 N Longitude 131-37-212 W  
VHF 10, 16

1716 South Tongass Highway  
Ketchikan, Alaska 99901  
Office: (907) 225-5155  
Fax: (907) 225-4656  
Toll Free in USA: (877) 228-4656  
E-Mail: moorage@doyonslanding.com

### PLEASE SIGN & COMPLETE THIS AGREEMENT AND FAX TO 907-225-4656.

We will contact to confirm billing/moorage details.

By: \_\_\_\_\_  
David P. Doyon Sr., David P. Doyon Jr.

It is expressly agreed that the Lessor, Doyon's Landing, LLC., leases to the VESSEL and its owners the right to utilize the Doyon's Landing, LLC. Premises for the purpose of vessel moorage and crew and guest transit subject to the save harmless agreement execution.

Vessel information is as follows:

Arrival Date/Time: \_\_\_\_\_ Departure Date/Time: \_\_\_\_\_

Vessel Name: \_\_\_\_\_ VHF Call Sign: \_\_\_\_\_

Length Overall: \_\_\_\_\_ Beam: \_\_\_\_\_

Stabilizers: Yes Or No Home Port: \_\_\_\_\_

Skipper Name: \_\_\_\_\_  
(Please Include business card)

Visa/Master Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, State & Zip: \_\_\_\_\_

Cellular #: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Total # of Days: \_\_\_\_\_

The standard moorage period at Doyon's Landing is from 8:00 am to 8:00 am daily.

1. Daily Fee \$3.00 per foot, of fraction thereof per day, rounded to the nearest dollar.
2. Electrical for electrical hookup the charge is .35 cents per KWH. Yes No
3. High speed DSL wireless internet included.
4. Potable Water and wash-down water included.
5. Refuse included with one 3 yard dumpster allowed per week.
6. Courtesy SUV included

Boat Length: For determining the moorage fee, boat length shall include the distance measured in a straight line from stem to stern, excluding shear. It includes anything that extends the overall length.

Mooring Facilities Use Fees: Utilization of mooring facilities requires the payment of the following mooring facilities fees in cash or check. Moorage beyond 8:00am will result in a charge for an extra day.

#### International Waste Management Regulations

Alaska has a special exemption that allows *specific vessels* to be inspected and permitted to place Regulated Garbage in Alaskan landfills only. Since the only major port in SE Alaska that has a landfill is Juneau, this is the only port that can properly dispose of Regulated Garbage under this exemption.

#### Definitions

"Regulated Garbage" is defined as any plant or animal waste (or other refuses that has come in contact with it) which is unloaded from any vessel or aircraft which had been in any port outside the US or Canada in the pervious 2 years.

"Garbage – Not Regulated" Refuse that neither contains nor visually contaminated with food waste. Trash is unrestricted (not regulated). Examples of *unrestricted* items are: empty beverage cans, water bottles, newspapers and magazines. Examples of *restricted* items are: empty cardboard milk cartons, sandwiches, and fruit.

#### Penalties

"Any person who knowingly violates the Plant Protection Act (PPA) (7 U.S.C. §§ 7701 et. seq.) and/or the Animal Health Protection Act (AHPA) (7 U.S.C. §§ 8031 et. seq.) may be criminally prosecuted and found guilty of misdemeanor which can result in penalties, and one year prison term, or both. Additionally, any person violating the PPA and/or the AHPA may be assessed civil penalties of up to \$250, 000 per violation or twice the gross gain or gross lass for any violation that results in the person deriving pecuniary gain or causing pecuniary loss to another, whichever is greater".

#### SOLAS

Please check the registration of your vessel.

[Safety of Life at Sea](#) (SOLAS), Yes No

#### OCCUPANCY NOTICE

Slip absence as of early morning without notification of plans to return until after 8:00am the next day will result in making space available to others unless notice of an earlier return is given. No rafting is allowed without permission and payment of an additional charge.

#### CANCELLATION POLICY

We require a Visa or MasterCard to confirm your moorage reservation with Doyon's Landing. Cancellations within 14 days of reservation date will be subject to a 100% charge of the quoted moorage and marina services.

INDEMNITY

Lessee agrees to defend, indemnify and hold harmless Lessor from and against all claims of whatever nature arising from any and all omissions or negligence of the Lessee or Lessee's contractors, agents, employees, licensees or invitees or arising from accident, injury or damage whatsoever caused to any person, to the property of any person, occurring during the term of this lease in or about the premises.

INSURANCE

Lessee agrees to maintain in force adequate public liability and other insurance during the term hereof with reputable insurance companies acceptable to the Lessor as herein after set forth and shall furnish certificates of insurance properly executed by Lessee's insurers evidencing such fact. Lessee will provide for naming of Lessor as an additional insured on the Lessee policies as necessary.

WAIVER OF SUBROGATION

To the extent required to be insured by the above policies, the parties hereby release each other and their officers, agents, employees, and assigns from any and all claims for damage to any person, any property, or the Premises, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective tenants, officers, employees, or agents. Lessor shall require its other tenants at the Property to enter in to similar waivers of subrogation for the benefit of Lessor and Lessee.

CONDITION OF SLIP AND DOCK

The TENANT hereby accepts the slip and dock in their present condition, and the TENANT acknowledges that Doyon's Landing, LLC makes no express or implied warranty as to the condition of the slip or dock, or any utilities, gangways, fences, doors, locks, or any other aspect of the dock. The TENANT shall make good care of the slip and dock, at the termination of the lease, surrender the slip or dock to Doyon's Landing in as good condition as when received by the TENANT.

PARTIES: The Term Doyon's landing; LLC includes Misty Fjords Air & Outfitting, LLC. David Paul Doyon Sr., David Paul Doyon Jr.

DATE: \_\_\_\_\_ 2009

DATE: \_\_\_\_\_ 2009

By: \_\_\_\_\_  
David P. Doyon Sr. or David P. Doyon Jr.

By: \_\_\_\_\_  
Vessel Owner or Master

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