

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@mistyfjordsair.com

**PLEASE SIGN AND COMPLETE THIS AGREEMENT AND
E-Mail: moorage@mistyfjordsair.com**

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

Total # of Nights: _____
Vessel Name: _____ VHF Call Sign: _____
Length Overall: _____ Beam and draft: _____
Stabilizers: Yes or No Home Port: _____
Skipper Name: _____ Owner's Name: _____
(Please attach business card)
Cellular #: _____ Other Telephone #: _____

We require a Visa or MasterCard, expiration date, and billing address of that card to be charged in advance for moorage reserved with Doyon's Landing. Cancellations within 14 days of reservation date will be subject to a 100% charge of the moorage and marina service.

Credit Card #: _____ (Visa/Master Card/Discover)
Expiration Date: _____ CVV Code: _____
Name on Credit Card: _____
Billing Address: _____
City, State & Zip: _____
Email Address: _____

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 previous 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 loss for any violation that results in the person deriving pecuniary gain or causing pecuniary loss to another, whichever is greater”.

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.**

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.

CANCELLATION POLICY

We require a Visa, MasterCard, or Discover card 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.**

The standard Daily Fee \$5.00 per foot includes:

- 1. High speed DSL wireless internet included.
- 2. Potable Water and wash-down water included.
- 3. Refuse

Additional items:

Electrical hookup the charge is .50 cents per KWH.

Yes No

We have **50 and 100 amp 240 volt single phase** hook ups.

50 amp 100 amp

Smart Y adapters are recommended.

Yacht Tender: daily fee of \$2.00 per foot.

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 Inc., David Paul Doyon Sr., David Paul Doyon Jr.

DATE: _____

DATE: _____

By: _____

David P. Doyon Sr., David P. Doyon Jr.,

By: _____

Vessel Owner or Master

Printed Name