

BOAT STORAGE AGREEMENT

Permittee (Vessel Owner): _____

Owner Name (If Permittee is an Entity): _____

Commencement date: _____ Phone: _____

Mailing Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Vessel length, name, & AK/DOC #: _____

ANY CONSTRUCTION OR REPAIR BEYOND YOUR BASIC MAINTENANCE REQUIRES “REPAIR ADDENDUM AGREEMENT” AND INSURANCE BEFORE WORK COMMENCES.

Alaska Barge Terminal LLC (“AKBT”) and Permittee agree that Permittee will rent from AKBT a storage site (the “Site”) located at the Alaska Barge Terminal, whose address is 3232 Homer Spit Rd., Homer, Alaska (the “Premises”) upon the following terms and conditions:

- The Permittee may use the Site designated by AKBT only to store the vessel described above (the “Vessel”), together with incidental gear, supplies, and equipment (the “Equipment”). Crew members may not reside aboard the Vessel while it is at the Site and no residential use of the Site is permitted. The Equipment may not contain any dangerous, hazardous, odoriferous, or leaking substance or material capable of contaminating or damaging the Site or the Premises. In order to access the Site, the Permittee is hereby granted a license to access the Premises along routes and during times designated by AKBT.
- Except in the case of emergency, AKBT may designate a replacement Site upon at least 2 weeks’ notice to Permittee. Permittee will relocate the Vessel and Equipment to the replacement Site at its own cost on or prior to the date specified in the notice. In case of emergency, AKBT shall make reasonable efforts to contact Permittee prior to accessing the Site. AKBT will not be liable for damage to the Vessel or Equipment unless such damage is directly caused by AKBT’s gross negligence.
- The Permittee may not install permanent structures, fences, other barriers or improvements, or place a tent or other temporary cover over the Equipment without AKBT’s prior permission. AKBT does not guarantee the security of the Premises or the Site and other users and the public may have access to the Premises at various times. AKBT shall have no liability for vandalism, theft, acts by third parties, casualty or natural elements, or similar causes resulting in damage to or loss of the Equipment. The Permittee will notify AKBT promptly after Permittee discovers any such damage or loss.
- The Permittee may perform routine maintenance to the Equipment at the Site at the Permittee’s sole risk and expense.

- The Permittee must at all times comply with all applicable laws, ordinances, and regulations and use rules promulgated by AKBT.
- Unless allowed pursuant to a separate maintenance and repair agreement, the Permittee will not perform construction, repair or any similar work at the Site. The use of portable generators, heaters, batteries or other similar power or heating equipment, including use of any electrical outlets located on the Premises, shall be prohibited. The Permittee will at all times keep the Site in a safe condition, clean, and free of trash.
- The Permittee will pay rent for the Site in accordance with AKBT's listed rates. Rent is due on or before the first day of the month. Rent for the first month shall be prorated from the earlier of (a) the date specified in this agreement, or (b) the date that storage commences. In the event that AKBT terminates this agreement for any reason other than Permittee's default, the last month's rent will be prorated.
- The Permittee accepts the Site on an "as is" basis. AKBT makes no representations regarding the Premises or the Site other than that it owns the Premises.
- Upon reasonable prior notice, AKBT may inspect the Site and the Equipment.
- The Permittee will indemnify, defend and hold harmless AKBT, its members, officers, managers, employees and agents from and against any and all loss, liability, damage, claims, demands, actions, and/or proceedings (and all related expenses including reasonable attorneys' fees) of whatever nature as a result of damage to, loss or destruction of any property or injury to or death of any person caused or arising directly or indirectly out of or in connection with the Equipment or the actions or omissions of Permittee or Permittee's members, officers, managers, employees or agents on the Premises.
- The Permittee's storage of the Equipment is at the Permittee's sole risk. The Permittee understands that AKBT is not providing any insurance coverage on Permittee's behalf. Permittee waives any claim that may arise against AKBT and its members, officers, managers, and employees that would be covered by casualty insurance, and any property or casualty insurance carried by Permittee covering the Site or the Equipment must name AKBT as an also insured and waive subrogation against AKBT.
- The Permittee may not bring, leave, store, use, generate, transport, produce or release any hazardous substances in, on, or about the Premises without AKBT's express written consent. However, Permittee may store, use and transport small, reasonable amounts of fuel, lubricants, solvents, paints and similar products used in connection with the Equipment or storage or routine maintenance of the Equipment at the Site, provided that Permittee first notifies AKBT of the nature, use and amount of such hazardous substances. All hazardous substances must be used and stored in compliance with all governmental regulations, manufacturer's directions, and best business practices. From time to time AKBT may inspect the Site and Permittee's use for compliance with this section and impose specific use and reporting requirements to promote or assure compliance. The Permittee will indemnify, defend, and hold harmless AKBT, its members, officers, managers, and employees from any claim, judgment, damage, penalty, fine, cost, liability, or loss (including diminution in value of the property, remediation expenses, investigation of site conditions, and legal and expert fees) which arises as a result of contamination of the Premises or other land, air, or water by hazardous substances or the release or threatened release of hazardous substances as a result of acts or omissions by Permittee or other persons for whom Permittee is responsible, unless caused by or resulting solely from the gross negligence of AKBT. The Permittee must immediately notify AKBT of any contamination of the Premises or other land, air, or water by hazardous substances, any release or

threatened release of hazardous substances, and any notice from a governmental agency respecting contamination of or any release or threatened release of hazardous substances at the Premises or nearby land, air, or water. Unless Permittee notifies AKBT before placing its Equipment on the Site of the apparent contamination of the Site by hazardous substances, it will be conclusively presumed that any contamination of the Site present when Permittee vacates the Site was caused by Permittee, unless Permittee can establish by clear and convincing evidence that the contamination was present before Permittee placed its Equipment on the Site. If contamination is present for which Permittee is responsible, then at AKBT's election, either Permittee must diligently conduct a thorough and complete remediation of the affected Premises and other land, air, and water to remove all contamination pursuant to a remediation plan approved by AKBT, which approval will not be unreasonably withheld, or Permittee must reimburse AKBT for all reasonable costs incurred by AKBT in conducting the remediation. "Hazardous substances" means any hazardous, radioactive, corrosive, toxic, highly flammable, or explosive substance, material, or waste that is or may become regulated by a governmental authority, including petroleum products.

- This agreement shall commence on the Commencement Date set forth above and shall automatically renew on the same date of each successive calendar year. Either Party may terminate this agreement (a) by giving no less than 2 weeks' notice to the other specifying the date of termination, and (b) immediately upon the default of the other Party, in which case notice of default and termination shall be timely delivered to the defaulting party. Upon termination of this agreement, Permittee must vacate the Site, leaving it in as good condition as existed at the time of initial occupancy, normal wear and tear excepted. The Permittee will reimburse AKBT for any expenses that may be incurred for the cleanup of the Premises. Occupancy beyond the termination date is not allowed without the written consent of AKBT. Rent for occupancy beyond the termination date will be 150% of the stated rent but payment of such rent shall not extend the term of this agreement.
- All claims existing as of the termination, relating to the termination, or based on indemnity and defense obligations set forth in this agreement will survive termination.
- In the event of Permittee's default hereunder, AKBT may exercise all available remedies under law and under this agreement. Any Equipment not removed from the Premises within 48 hours of the date of termination may, at AKBT's option, be impounded and is subject to sale upon 30 days' notice sent to Permittee's address set forth above (or as updated in writing by Permittee prior to the date of the sale notice). The sale may be a public auction or a private sale, at AKBT's sole discretion. The proceeds of any such sale shall be disbursed in the following order: (a) to AKBT to pay the costs of storage and sale of the Equipment, (b) to AKBT for all amounts due under this agreement, (c) to AKBT for all amounts due under any related agreement between AKBT and Permittee, and (d) the remainder to Permittee.
- In no event will AKBT be liable under any claim, demand, or action arising out of or relating to this agreement for any special, direct, indirect, incidental, punitive or consequential damages, or lost profits or revenues, or any other similar damages, whether or not AKBT has been advised or otherwise had reason to know of the possibility of such claim, demand, or action or such damages or lost profits or revenues.
- Payments not paid when due will bear interest at 1.5% per month, but not more than the highest rate permitted by law.
- The Permittee may not assign or sublease this agreement.

- At all times Permittee will have exclusive possession and control of the Equipment. This agreement does not create a bailment or warehousing relationship. AKBT has no possession or responsibility for the Equipment.
- Any notice required to be given in writing under this agreement shall be posted at the Site and sent by hand delivery, U.S. mail, confirmed e-mail or facsimile transmission to the recipient at the address set forth above. Once posted, notices are effective upon hand delivery, upon mailing or upon confirmation of transmission of e-mail or facsimile.
- This agreement has been entered into and is governed by the laws of Alaska, excluding conflict of laws principles. The venue for any dispute arising out of this agreement will be exclusively in Homer, Alaska.
- Disputes under or relating to this agreement are subject to binding arbitration under the Revised Uniform Arbitration Act, A.S. 09.43.300 et seq. of the State of Alaska. The arbitration will be decided by a single arbitrator, who must be independent of the parties, neutral, and impartial. No arbitrator may have a known, direct, and material interest in the outcome of the arbitration or a known, existing, and substantial relationship with a party. Except as provided otherwise by the Act, the arbitrator may adopt such rules, policies, and practices as he or she determines will further a good faith, just, and prompt hearing and determination of the dispute. The parties will abide by and perform any award rendered by the arbitrator, and a judgment of any court having jurisdiction may be entered on the award. The arbitrator, and the court in any judicial proceeding, in any dispute under or relating to this agreement, will award to the prevailing party as part of or incident of such action or proceedings all reasonable attorney's fees and costs incurred in the preparation and prosecution of such action or proceeding. In the event of any judicial proceeding arising out of or relating to this agreement, each party irrevocably waives all rights to trial by jury.
- This agreement may be amended or canceled, and the terms and conditions of this agreement may be waived, only by a written instrument signed by all parties. This agreement may not be amended or modified by course of conduct. This agreement contains the final, entire agreement between the parties with respect to the subject of this agreement. Any representation, warranty, covenant, or condition not set forth in writing, and signed by the parties is void and of no effect.

Agreed as of the last date signed by any party:

_____	_____	_____	_____
Authorized Signature for Alaska Barge Terminal, LLC.	Date	Authorized Signature for Permittee	Date

_____	_____
Printed Name	Printed Name