

PRINCE WILLIAM MARINA

PO BOX 1388 * 2.5 Mile Whitshed Road * Cordova, AK 99574
Marina Manager (907) 253-4332 * Main Office (907) 424-7738

OWNER	
ADDRESS	
CITY/STATE/ZIP	
LOCKER NUMBER	
VESSEL/AK NUMBER	
EMAIL	
HOME/WORK	
CELL	
ACCOUNT NUMBER	

<i>TRAVEL LIFT-ROUND TRIP CHARGE</i>			
	RATE	USED	TOTAL
VESSEL TYPE/LENGTH	\$450		
ADDITIONAL SLING TIME	\$75		
DAILY CHARGE-LEFT IN SLINGS	\$10/ft		

<i>BLOCKS FOR VESSEL STORAGE*</i>		
	RATE	TOTAL
UP TO 25'	\$100	
25' TO 30'	\$125	
30' TO 35'	\$130	
35' TO 45'	\$150	
TRAILERS/OTHER	\$100/MIN	

*Prince William Marina assumes no liability for Blocking of Vessels

<i>MISCELLANEOUS</i>			
	RATE	USED	TOTAL
ELECTRICITY OUTSIDE	\$10/DAY		
VOLVO 120 LOADER	\$150/HR		
PRESSURE WASH	\$100		
OILY RAG DISPOSAL	\$75/PAIL		
USED OIL DISPOSAL**	\$75/5G		

**Used Oil ONLY - No Anti-Freeze/Bilge Water or Gasoline Mix

<i>LOCKERS</i>			
	RATE	NUMBER MONTHS	TOTAL
A BUILDING LOCKERS	\$250/MO		
B BUILDING LOCKERS	\$150/MO		
C BUILDING LOCKERS	\$175/MO		
C BUILDING CAGE	\$75/MO		
E BUILDING LOCKERS	\$750/MO		
G BUILDING - ENTIRE	\$750/MO		

<i>BOAT STORAGE</i>				
	RATE	NUMBER MONTHS	SUB-TOTAL	TOTAL
OUTSIDE	\$2.00/FT			
INSIDE	\$4.50/FT			

<i>TOTAL CHARGES</i>	
TRAVEL LIFT CHARGE	
BLOCKS FOR VESSEL CHARGES	
LOCKER CHARGES	
BOAT STORAGE CHARGES	
MISCELLANEOUS	
MISCELLANEOUS	
MISCELLANEOUS	
SUB-TOTAL	
6% SALES TAX	
GRAND TOTAL	

By signing this Service Agreement, I _____ (print name),
agree to pay the charges listed and acknowledge, understand and agree to Service Agreement conditions and to follow
all Prince William Marina policies and regulations.

A. DEFINITIONS

"*Agreement*" means this Marina Services Agreement. "*Storage*" means any properties, lockers, or facilities owned by the Prince William Marina, which are capable of use for the storage of items related directly to the marine industry including nets, tools, vessels and other support equipment related to vessel use, maintenance, and operation. "*Marina*" means Prince William Marina, its representatives and all water, land, airspace, buildings, and structures with the boundaries of the Prince William Marina. "*Marina Management*" refers to the management staff of Prince William Marina. "*Renter*" means the signatory above, and every person, firm, partnership, corporation, or association thereof, with actual or apparent authority, who expressly or implicitly uses Marina storage facilities, including Vessel owners, operators, agents, invitees, or guests thereof who enter the Marina at the request of the Renter of Vessel owner. "*Subleasing*" means allowing a person other than the Renter to place their vessel or personal property in a leased space, whether for rent, other consideration, or no consideration at all. "*Vessel*" means every manner of craft or other device designed for and capable of self-propulsion and as a means of transportation, including boats, ships, land vehicles, airplanes, helicopters, cars, and trucks. "*Vessel of Record*" means the above-referenced Vessel, which has been solely authorized by the Marina to occupy a leased space. "*Vessel Blocking*" refers to placing of vessels on blocks and/or stands in dry dock. The Marina assumes NO liability for placement of a Vessel or Vessel Blocking and provides NO guarantee that Vessels are placed property.

B. ADMINISTRATION OF REGULATIONS, POLICIES AND PROCEDURES

Marina Management may deny the use of any of the facilities of the Marina when such use would not be in the best interest of the Marina. Renters are prohibited from assigning or subleasing any Marina space. Marina Management may ask those who violate Marina regulations to leave immediately and may limit their future access. The Marina will enforce its regulations using lawful methods including law enforcement to protect person or property. The Marina reserves the right to revoke Renter's privileges to use any facilities and to trespass offenders for violating Marina regulations, including moorage requirements. Unauthorized or trespassing Vessels may be impounded and removed by the Marina or by private contractor after reasonable efforts of the Marina to notify the owner. In emergency circumstances the Vessel may be impounded and moved without notice. All costs and overhead incurred shall be assessed against the owner of the Vessel and constitute a lien against the Vessel.

C. APPLICABLE STATUTES, STANDARDS, POLICIES AND REQUIREMENTS

All Vessels stored at the Marina must remain in full compliance with all regulations, laws, and generally accepted safety standards established by the United States Coast Guard and/or other Tribal, Federal, State or Local regulatory agency. All rules currently posted at the property or later adopted are incorporated by reference as material terms of this Agreement.

D. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

E. TERM

The Term of this Agreement is month-to-month, commencing on the date this Agreement was executed and signed as set forth above on page 1. If Renter pays in advance, the Term shall be for the period of prepayment (at the discounted rate, if applicable), subject to the termination provisions of paragraph (P) below.

F. ASSUMPTION OF RISK

Anyone visiting or using the Marina or its facilities does so at their own risk. The Marina does not assume any responsibility for personal injury, loss or damage to property or to the environment caused by the Renter. As a courtesy the Marina monitors the property with surveillance cameras, but shall not be responsible for lost, stolen or damaged items, Vessels or other property stored, maintained or utilized on Marina property. This lease is for rental of storage areas alone, and Renter accepts such area at Renter's and Vessel Owner's sole risk. The Marina shall not be liable or responsible for the care or protection of the Vessel of Record (including gear, equipment, and contents) nor for any loss or damage of whatever kind or nature to the Vessel, its contents, gear, or equipment, however caused.

G. INDEMNIFICATION

Renter agrees to hold Marina harmless from any and all claims of any other person, persons, or organizations, arising from, or by reason of claims of lien or title interests in or to, the Renter's Vessel of Record or any of its machinery, equipment, apparatus or apparel, or any other personal property stored on the Marina premises.

H. VEHICLE TRAFFIC & PARKING

Marina Management may establish traffic and parking regulations including the posting of "No Parking" areas. Vehicles parked in violation of such signs or regulations may be towed away and impounded. Violators will be responsible for any towing and impound charges. No overnight camping in Vessels, vehicles, tents, or otherwise is permitted. Marina shall not be liable to Renter for any loss or damage to any motor vehicle or other personal property in or on the building, parking areas, or other Marina premises.

I. GARBAGE

Proper garbage and trash disposal is the responsibility of the Renter. Garbage that poses a risk to Marina safety will be disposed of by Marina Management and fees assessed to the Renter. If the Marina incurs costs to clean up any waste or debris in or around the Renter's assigned storage area, such costs will be the responsibility of the Renter and assessed against Renter and/or the Vessel, subject to being collected as a lien against the Vessel through foreclosure proceedings as allowed by law. Renter shall not deposit, dispose of or leak any EPA, DOT or Alaska State Regulated Substance, on the ground or anywhere on the premises, on in trash or garbage containers, except as permitted in (K) below. Renters are encouraged to note vehicle license numbers of potential violators and to report any suspected incidents to Marina Management.

J. INSPECTION OF PREMISES

Upon request by Marina Management, a Renter or the owner of a Vessel of Record must give prompt permission at Marina Management's request for on-board inspections by Marina Management, to determine compliance with applicable Federal, State, local, and Marina regulations and policies. Vessels in the opinion of Marina Management that are hazardous to Marina property or other Vessels, equipment, or personal property may be denied permission to enter or remain on Marina premises.

K. USED OIL AND WASTE DISCHARGES

Discharge of Black and Gray water from Vessels on Marina property is strictly prohibited. The Marina offers Used Oil Waste Disposal Services. Materials presented for disposal may only contain used oil and absorbents. Other mixtures containing antifreeze, gasoline, other solvents or any material regulated as a Hazardous Waste by EPA or the State of Alaska will not be handled by the Marina and are the responsibility of the Renter.

L. CONDUCT

Behavior, which disturbs or creates a nuisance for others in the Marina or on adjacent premises is prohibited. Public intoxication, loud music or party gatherings are prohibited. Parents or other responsible adults shall supervise children under the age of fourteen (14) while on or near the Marina. Children under the age of sixteen (16) years shall not operate Vessels within the Marina. Posting of signs on Marina premises is not allowed. Community fliers may be authorized with prior approval of Marina Management. Owners of pets are responsible for immediate and proper cleanup, and subject to City animal control regulations. Pets creating a potential safety hazard to users of the Marina or Marina staff must be removed from the property immediately. Use of firearms or air guns on Marina premises is strictly prohibited. In an emergency, firearms may be used in self-defense from wildlife. Swimming and diving is prohibited within the Marina. With prior approval of Marina Management, Commercial Divers may be used for normal repair or service of a Renter's Vessel. Bottom cleaning of Vessels with anti-fouling paint is prohibited. Any diving work is subject to the full assumption of risk by the parties involved, without any liability of any kind for the Marina. Prior to commencing any diving activities, Divers must provide the Marina with verification of General Liability and Workers Compensation insurance with amounts acceptable to the Marina. Playing, fishing and all other personal recreation activities are prohibited on the dock and boat launch ramp. Any violation of this section is grounds for Marina to terminate this Agreement at its sole discretion, with or without an opportunity to cure. Upon notice of termination due to violation, Renter shall have thirty (30) calendar days to cure the violation (if Management offers an opportunity for cure in the notice), to pay any charges and balances due, and to remove their Vessel(s) and other property from the premises. Issuing notice of violation shall not prevent Management from taking other lawful measures to correct or stop ongoing violations, including notifying law enforcement or other enforcement agencies.

M. STORAGE CONDITIONS

All Renters and users of the Marina or its facilities for storage or otherwise, shall keep their Vessel, locker, rental area and space in the vicinity of their Vessel, locker, or rental area in a neat, clean and orderly condition at all times. Items or materials stored on non-rented spaces may be impounded or disposed of at the Renter's risk and expense. Oily rags, paints, gasoline, and any other hazardous material must be stored in a safe manner, in approved containers and must be properly disposed of within thirty (30) calendar days of generation. Dinghies, rowboats, skiffs, or other such Vessels must be stowed on the Renter's Vessel of Record or will be assessed a separate storage fee.

N. VESSEL MAINTENANCE & FUELING

All Vessels stored at the Marina must be in seaworthy and operable condition. If a Vessel is stored at the Marina and requires routine repairs and maintenance, Renter agrees such repairs will be conducted and concluded within 180 days of initial storage. Fueling of Vessels must be performed in a safe manner. Renter is responsible for complete cleanup of any spills and must have absorbent pads and adequate containers to clean up spills available during any fueling operations.

O. ELECTRICITY

Electricity may be offered to Renter at an additional cost. Customer agrees to pay the Daily Rental Cost charged by the Marina for access to 110v electrical service. Tampering or interfering with the electrical distribution panels, meters, circuit breakers, outlets, or other parts of the electrical system within the Marina is prohibited.

P. TERMINATION; DELINQUENT MARINA CHARGES

If Renter fails to pay fees and charges owed to the Marina when due, the failure is a material default under this Agreement and the Marina may terminate this Agreement in its sole discretion and initiate collection proceedings as provided for in Alaska statutes. The Marina may use a debt collector or collection agency and if that occurs, Renter agrees to reimburse the Marina for all collection and legal costs incurred to obtain payment of all outstanding amounts owed.

This Agreement shall create a lease commencing on the date first set forth on page 1, which shall continue from the first day of the month immediately following that date on a month-to-month basis until default under the provisions of this Agreement or until terminated by either party in writing. Written notice of termination by Renter shall be not less than thirty (30) calendar days prior to the next payment due-date. The Marina may terminate this Agreement for Renter's default or violation, on 30 days' notice. The Marina may terminate for business convenience, such as a decision to use the property for other purposes, on at least ninety (90) days' notice. Upon termination or expiration, Renter shall surrender the occupied space and any rented locker in the same condition received at commencement of the Term, subject to normal wear and tear. Renter agrees to remove the Vessel and all personal property from the Marina by the effective date of termination or expiration. Once Renter has vacated and removed all items, the Marina will reimburse any pre-paid or advanced rent within 14 days, provided that Renter has not interfered with inspection. If Renter fails to timely vacate and complete required removals, the

Marina has the right to remove the Vessel and/or any personal property, with notice issued to Renter not later than forty-eight (48) hours after removal, at Renter's sole risk and expense. In the event of removal, re-storage or relocation by the Marina, Renter shall hold harmless, indemnify and defend Marina from and against any claims for damages, including subrogation, arising out of or relating to removal, relocation or storage of Vessel. Renter also agrees to pay all expenses and charges arising out of or related to surveying, inspection, maintenance and preservation charges. For each day after termination or default that the Vessel remains on the Marina premises, Renter agrees to pay a holdover fee equal to the current daily guest fees as established by the Marina. Renter agrees that the Marina has the option, but not the obligation to destroy, remove, or dispose of Renter's property.

Q. LIENS

In addition the rights described in the previous section, Marina shall have all liens provided for in AS 30.30.130, AS 34.35.220, and such other liens, rights and remedies, including the right to sell the Vessel of Record and any stored personal property at public auction, under Alaska or federal law, as each may be applicable in the event of uncured default by Renter under this Agreement. Renter shall have thirty (30) calendar days from the date of default to cure any default and pay all amounts due and owing under this Agreement. In the event of an uncured default, Marina shall have the right to take the Vessel and other stored personal property into its possession to secure all sums that become due under this Agreement, including all costs and legal fees associated with the sale. Marina will send Renter notice via certified mail to Renter's last known address ten (10) calendar days before the date of the public sale. Renter agrees to notify Marina of any change in Renter's address and agrees that sending notice to Renter's last known address constitutes reasonable notice, whether or not Renter actually receives or claims such notice. Renter agrees that Marina may assign its liens and possessory and other rights and remedies to a third-party, provided that Marina gives written notice of such assignment (including indicating who the assignee is and the scope of the assignment) within thirty (30) calendar days of assignment.

Notwithstanding any other provision in this Agreement, thirty (30) calendar days after the Marina sends notice to Renter's last known address of default that has not been cured, the Marina may use any good faith lawful method for disposing of any item of Renter's property left on the Marina premises that the Marina reasonably estimates to be worth less than \$20,000.

R. DIMENSIONAL CONSIDERATIONS

Marina Management will determine a Vessel's overall length, beam, estimated weight and operational characteristics in consideration of travel lift capacity. The overall length of a Vessel shall be the measurement from the extreme point of the bow to the extreme point on the stern, including all gear and appurtenances.

S. RENTER'S SALE OF VESSEL

Renter is prohibited from assigning its interest in this Agreement without Management's consent. A sale of Renter's vessel will not stop charges from continuing to accrue against the Renter and the Vessel, unless the Marina consents to termination. Otherwise, Renter's obligations under this Agreement continue until the buyer executes a new Marina Services Agreement or the Vessel and any personal property are removed from Marina premises. A Renter's attempt to terminate the Agreement to prepare for a sale of Renter's Vessel will not be effective unless the Renter removes the vessel or Management agrees to a new Marina Services Agreement with the buyer. Renters must give the Marina written notice of any pending sale not less than 10 days before completing a transfer. Failure to give notice of a pending sale shall result in Renter being charged an administrative fee of 4 months' rental, as liquidated damages and not as a penalty. Such fee shall be included in the unpaid Renter's account. The Marina is authorized but not required to notify the buyer and new owner of Renter's account balance and any arrearages, to accept the buyer's election to pay-off the Renter's balance, and to execute a new Marina Services Agreement with the Buyer.

T. CHOICE OF LAW

This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by and construed in accordance with tribal law, the laws of the State of Alaska, and the US, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those listed.

U. WAIVER

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. No part of this Agreement shall be interpreted or construed as a waiver of tribal sovereign immunity.

V. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties.

**By signing this Service Agreement, I _____ (print name),
agree to pay the charges listed and acknowledge, understand and agree to Service Agreement conditions and to follow
all Prince William Marina policies and regulations.**