



# EASTPORT PORT AUTHORITY

PO BOX 278 – 141 WATER STREET EASTPORT, MAINE 04631 Tel(207)853-4614 Fax(207)853-9584

## BERTHING APPLICATION & AGREEMENT

Vessel Name: \_\_\_\_\_ Reg. or Doc. Number\*\*: \_\_\_\_\_

Name of Owner: \_\_\_\_\_ Telephone (H) \_\_\_\_\_ C) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Town: \_\_\_\_\_ Zip: \_\_\_\_\_

Vessel Type (circle one): **Commercial / Passenger / Recreational** Berth (circle one): **Year Round / Seasonal / Transient**

Dimensions (Actual\*) Total Length: \_\_\_\_\_ Total Width: \_\_\_\_\_ Special Accommodations: \_\_\_\_\_

Fuel Type (circle one): **Gasoline / Diesel / Sail / Other** Maximum Fuel on Board: \_\_\_\_\_

(\*All vessels subject to inspection/measurement before approval and are figured on actual space occupied. This includes any additional equipment.)

\*\* Please provide a copy of valid registration with application

### INSURANCE INFORMATION (as may be required)

Insurance Carrier: \_\_\_\_\_ Policy Number\* \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Town: \_\_\_\_\_ Zip: \_\_\_\_\_

( please provide a copy of your certificate of insurance to the office with this berthing application, please contact office with any questions)

### EMERGENCY CONTACTS

First Person: \_\_\_\_\_ Telephone (H) \_\_\_\_\_ (C) \_\_\_\_\_

Second Person: \_\_\_\_\_ Telephone (H) \_\_\_\_\_ (C) \_\_\_\_\_

### ASSUMPTION OF RISK, WAIVER OF LIABILITY

Please read carefully this Agreement affects serious legal rights and responsibilities.

**Assumption of Risk.** I understand and appreciate that use of the Facilities can be very dangerous. Serious personal injury, death and property damage may occur. There are inherent and unavoidable risks. I understand that risks may arise suddenly that I might not anticipate at this time. I understand that the specific risks, hazards, and dangers are too numerous to describe in this Agreement.

**Release and Waiver of Liability.** I hereby agree to waive any and all claims I may have against the Port Authority, its employees, successors and assigns, for any and all losses, damages, and personal injuries (including death) that are directly or indirectly related to my use of the Facilities.

**Voluntary Use/No Warranties.** My use of the Facilities and Port Authority equipment is voluntary and based on my independent assessment of the risks. I acknowledge and accept that neither the Port Authority nor any Port Authority employee has made or makes any claims, representations, or warranties, express or implied, with respect to the Activities or the condition of the Port Authority property or equipment. I understand that, to the extent allowable under Maine law, all express and implied warranties, including a warranty of merchantability, are waived and excluded.

**Choice of Law/Jurisdiction.** This Agreement will be governed by and construed according to Maine law. I agree that any claim I may bring against the Port Authority must be brought in the courts of the State of Maine.

**Entire Agreement; No Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and understandings between the parties. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

I certify that I have read this Agreement and understand its contents. I execute it voluntarily, in good faith and with full appreciation that I am waiving legal rights as well as agreeing to legal responsibilities. I also certify that I have been provided access to and understand the contents of the City of Eastport Harbor Ordinance which is the governing rules and regulation of harbor use. A copy of can found online at [http://eastport-me.gov/Public\\_Documents/EastportME\\_WebDocs/2015%20harbor%20ordinance.pdf](http://eastport-me.gov/Public_Documents/EastportME_WebDocs/2015%20harbor%20ordinance.pdf)

Signature of Vessel Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only: Payment Rec: \_\_\_\_\_ Registration Rec: \_\_\_\_\_ Insurance Rec: \_\_\_\_\_ Measure Verified Y/N Date: \_\_\_\_\_

Measured by: \_\_\_\_\_ Length: \_\_\_\_\_ Width: \_\_\_\_\_ Total Square Footage: \_\_\_\_\_ Notes: \_\_\_\_\_