

**City of Rockland  
Harbor & Waterfront Department**

**Application for Berthing  
Commercial Passenger Carrying Vessels**

The City shall maintain and operate the Rockland Middle Pier, with 280' of docking float space, for the primary purpose of service to commercial passenger carrying vessels during the period of **May 15 to October 15** inclusive of each calendar year. Vessels conducting harbor tours serve as ambassadors for the City and are expected to represent Rockland in the most positive of ways when conducting business at this municipally owned facility. Vessels desiring berths at this facility shall make application to the Harbor Management Commission prior to September 30 for the following season. The Commission shall award berthing to such vessels as best utilize the space available and may consider among other things - vessel capability of safely operating within the navigable constraints of the facility, current uses and users, number of passengers which the vessel will carry, vessel schedules (daily and full season), availability and effect on parking and traffic at the facility, and availability of and vessel need for public utilities. They will also consider factors such as willingness and cooperation of companies in past seasons, as well as timeliness in payment of fees in past seasons. Simply applying for a berth does not guarantee an assignment of berthing. Preference will be given to those vessels requesting berths for a full season and obligating their vessel to that full season. Vessels shall be obligated to the period requested if granted by the Harbor Management Commission. Applications for berths are available from the Harbor Master Office on the waterfront.

Approved berthing assignments include dock space and the opportunity to place one sign for advertisement of the vessel. It does not include a guarantee of parking of vehicles or use of utilities for conduct of a business while dockside unless utilities are paid for separately. In addition, tender vessels or yawl boats are not included in this agreement and must apply for berthing separately.

**Fees for 2016:**

**Dockage Fees** (Including water and electricity unless operating as a business dockside. Trash removal shall be the responsibility of the vessel itself.):

All vessels shall be billed at **\$55.00 per foot per season** (all appendages included), with a minimum billing of 25 ft.

**Wharfage:** No wharfage shall be collected from those vessels approved for dockage at municipal facilities.

**Utilities:** Any vessel operating as a restaurant, lounge or in some other active customer service business while dockside shall pay an additional flat fee of **\$450.00** per month during the period May 15 to October 15, for utilities to include electricity and water. Trash removal shall be the responsibility of the vessel itself. Utility fees shall be paid within first 10 days of the month following receipt of services.

Owner/Operator: \_\_\_\_\_ Contact Phone # \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Vessel Name: \_\_\_\_\_ Berthing requested for period: \_\_\_\_\_

Length (including appendages): \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Number of passengers carried: \_\_\_\_\_

Planned Schedule: Daily: \_\_\_\_\_  
Weekly: \_\_\_\_\_

Will vessel be open as a business while dockside?: Yes \_\_\_\_\_ No \_\_\_\_\_

Attach: Copy of Current Certificate of Insurance Listing City of Rockland as Additional Insured  
Copy of Current Coast Guard Certificate for Inspected Vessels (if applicable)  
Copy of Master's License

**(Continued on reverse)**

**Terms and Conditions:**

1. I understand that the berth I have requested will be approved or disapproved by the Harbor Management Commission prior to October 15.
2. I agree that I am obligated to pay the fees applicable to the full period I am approved for berthing. I agree to make payments as follows:
  - \$200.00 is attached to this application
  - ½ of the balance shall be paid on June 1<sup>st</sup> of the calendar year
  - Remaining balance shall be paid on August 1<sup>st</sup> of the calendar year
 I further understand that the City of Rockland will bill me for these fees, and that I am obligated to make the payments within 30 days of the billing date.
3. I agree to work cooperatively with other vessels assigned to the facility. This cooperation shall be in all areas including:
  - Trip scheduling
  - Positive representation of Rockland Harbor
  - Safety concerns for navigation and maneuvering
  - Safety on and around the floating docks and ramp
4. I agree that all instances of disagreements about business practices that arise between 2 or more of the vessels shall be addressed through my own attorney and/or business agencies such as the Better Business Bureau. I understand that the City of Rockland shall not take a role in these disputes unless criminal activity is involved and has been reported to the Rockland Police Department.
5. I understand that I may not operate a ticket concession stand on the property and that I may place one sign no larger than 3' height and 3' width on the wharf fence above the floats to advertise my vessel. The sale of tickets, solicitation of customers or other direct marketing of my business shall be conducted from onboard my vessel or at a site that is outside of city owned property. I understand that I may maintain signs and/or trip schedules for my vessel onboard the vessel in addition to the single sign allowed on the wharf fence.
6. I agree that I will not store equipment on the floats at any time. I will work diligently to keep the float line clear and safe for persons passing across it to all vessels. Special permission to maintain a dock box or float tank may be given by the Harbor Master.
7. I understand that due to the close proximity of visitors, I may not fire cannon salutes while dockside.
8. I understand that berthing at this facility is for the purpose of transport of passengers only. Maintenance and repair of my vessel that causes a noisy environment, that requires topside welding or cutting, that requires crane service or other heavy equipment assistance is prohibited without specific permission from the Harbor & Waterfront Department, except in emergency circumstances. Any of the more major types of maintenance and repair shall be done at facilities other than the City of Rockland pier at which this agreement applies.
9. I agree that I shall not pump bilges nor sewage from my vessel while dockside and that a mutually acceptable means will be provided to prevent any sewage discharge.
10. I agree that I shall not allow swimming from my vessel while at the pier.
11. I agree that conduct by my employees shall not be detrimental to safety, nor of a nature that is disrespectful to the persons visiting Rockland or the other businesses with whom I share the Middle Pier.
12. I understand that I may not give permission to any other vessel to berth at the Middle Pier, either rafted alongside or at empty space.
13. I understand that it is my responsibility to notify the Harbor & Waterfront Department immediately when safety issues arise at the facility. After 5PM, I will make reports to the Rockland Police Department.
14. I further understand I am obligated to this lease for the entire season, but that if I fail to meet my obligations under this contract, the Harbormaster may order this lease terminated. In addition I have the right to appeal any decision of the Harbormaster to the Harbor Management Commission within 30 days.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Berthing Approved by Harbor Management Commission: Yes \_\_\_\_\_ No \_\_\_\_\_

Fee Payments due: \_\_\_\_\_ plus \$400.00 per month (\$2000.00) if applicable

|                    |                  |       |           |                            |       |
|--------------------|------------------|-------|-----------|----------------------------|-------|
| Fee payments made: | With application | _____ | Utilities | May 15 to June 15          | _____ |
|                    | June 1           | _____ |           | June 15 to July 15         | _____ |
|                    | August 1         | _____ |           | July 15 to August 15       | _____ |
|                    |                  |       |           | August 15 to September 15  | _____ |
|                    |                  |       |           | September 15 to October 15 | _____ |