

**Purchase & Sale Agreement No. 2521S019-1
FVF CHENEGA**

This Purchase & Sale Agreement (Agreement) is made and entered into as of this [“ [”] day of [“ [”], 2021 by and between the Alaska Marine Highway System (AMHS), a division of the Alaska Department of Transportation & Public Facilities, and [“ [”] (Buyer) (collectively, the Parties). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and intending to be legally bound, the Parties agree as follows:

1. Seller has afforded Buyer an opportunity to inspect the fast vehicle ferry CHENEGA (Official No. 1166054), her engines, gear, and appurtenances (Vessel) and associated documents, including Vessel specifications, general arrangement drawings, deck plans, an Intact and Damage Stability Report dated March 9, 2012 and a condition report dated April 29, 2019. In light of its inspection and document review, Buyer considers itself sufficiently informed and has elected to purchase the Vessel.
2. Buyer agrees to purchase and Seller agrees to sell all rights, title and interest in the Vessel.
3. The agreed purchase/sale price of the Vessel is \$ _____.
4. Seller acknowledges receipt of Buyer’s \$25,000 bid deposit, which Seller will apply toward Buyer’s total purchase price.
5. Buyer’s payment of the purchase price balance of \$ _____ is due at time of closing. The payment shall be in the form of cleared or negotiable funds acceptable to the Seller and paid on or before the closing date of the sale by cashier’s check, wire transfer received by Seller’s financial institution; or such other means acceptable to Seller.
6. At closing, in exchange for Buyer’s payment of the purchase price balance, Seller will furnish Buyer with an executed bill of sale substantially similar in form and content as the document attached as Appendix 1.
7. Once the Parties have closed this transaction by exchanging the purchase price balance and the bill of sale, title to and possession of the Vessel transfers from Seller to Buyer, even if other documents are exchanged or recorded at a different time and place.
8. All responsibility for safety, operation, and maintenance of the Vessel passes from Seller to Buyer upon transfer of title. Buyer is responsible for making suitable arrangements concerning such matters as Vessel moorage, security, manning, and the like so that appropriate measures safeguarding the Vessel, property, persons, and the environment are in place when title of the Vessel transfers from Seller to Buyer.

Attachment R – FVF Chenega Purchase & Sale Agreement – DOT&PF – IFSB #2521S019

9. If the Vessel is destroyed prior to closing by an Act of God, or other cause not attributable to either Party, this contract shall become null and void and Seller shall return Buyer's deposit.
10. If the sale does not close due to non-performance of Seller, Seller shall return Buyer's bid deposit and the Parties shall be relieved of all other obligations under this Agreement.
11. If the sale does not close due to non-performance of Buyer, Seller shall retain Buyer's bid deposit as agreed damages, and the Parties shall be relieved of all obligations under this Agreement.
12. Buyer is solely responsible for payment of all local, state, and national taxes, duties, and regulatory fees, if any, concerning this Vessel purchase and sale.
13. Seller believes the information it has provided concerning the Vessel's condition and characteristics is accurate and has offered such information in good faith, but does not and cannot guarantee the accuracy of the information. Buyer expressly acknowledges that it accepts the Vessel "as is, where is" and that Seller makes no warranty, either expressed or implied, as to the condition of the Vessel or its suitability for Buyer's intended use.
14. At the reasonable request of the other Parties, each Party shall, take additional actions, or confirm the completion of the purchase and sale of the Vessel or the fulfillment of such other Party's obligations under this Agreement.
15. This Agreement is binding on the Parties, their heirs, personal representatives, successors, and assigns.
16. The Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.
17. Each Party is permitted to execute this Agreement in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. Each Party is permitted to deliver this agreement to the other Party by means of delivery of one or more counterpart signature pages via facsimile or as attachment in portable document format (.pdf) or other email attachment format to an email addressed to the recipient Party. Any photographic copy, photocopy, or similar reproduction of this Agreement, any electronic file of this Agreement in portable document format (.pdf), or other email attachment format, or any copy of this Agreement delivered by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered as if it were manually executed.
18. This Agreement is governed by the laws of the State of Alaska. All claims arising in connection with it shall be filed and litigated in superior court in Juneau, Alaska, to the exclusion of courts of all other states or countries. The Parties acknowledge that if they engage in litigation in connection with this Agreement, the non-prevailing party shall pay the costs and actual, reasonable attorney fees incurred by the prevailing party.

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19. This Agreement is: (a) the final, complete, and exclusive statement of the agreement and understanding of the Parties with respect to the purchase and sale of the Vessel that is the subject hereof; (b) constitutes the entire agreement of the Parties with respect to such purchase and sale; and (c) supersedes, merges, and integrates herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between the Parties, whether oral or written, with respect to such purchase and sale.

20. Each Party affirmatively represents it has the full capacity and authority to enter into this Agreement. In the event any vote, resolution, approval, or other authorization is required under applicable by-laws, articles, laws, etc. to enable a Party to enter into this Agreement or carry out its provisions, the Party, by executing this Agreement, irrevocably represents it has complied with all necessary prerequisites.

21. It is further agreed by the parties hereto:

IN WITNESS WHEREOF, the undersigned Buyer and Seller have executed this Purchase & Sale Agreement and acknowledge receipt of a copy hereof.

(Name of Purchasing Entity)

Alaska Marine Highway System

(Signature)

Capt. John F. Falvey, Jr.
AMHS General Manager

(Name of Authorized Party)

(Title of Authorized Party)

DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard
BILL OF SALE

1. VESSEL NAME

2. OFFICIAL NUMBER OR HULL ID
NUMBER

3. NAME(S) AND ADDRESS(ES) OF SELLERS

3A. TOTAL INTEREST OWNED (IF LESS THAN 100%): _____ %

4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH

4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED): _____ %

4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.

 JOINT TENANCY WITH RIGHT OF SURVIVORSHIP TENANCY BY THE ENTIRETIES COMMUNITY PROPERTY OTHER (DESCRIBE)

5. CONSIDERATION RECEIVED (ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED)

6. I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT, TITLE AND INTEREST IDENTIFIED IN BLOCK 4 OF THIS BILL OF SALE, IN THE PROPORTION SPECIFIED HEREIN.

VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.

7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S).

8. DATE SIGNED

9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)

10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATH.)

ON _____ THE PERSON(S) NAMED IN SECTION 9 STATE: _____
(DATE)

ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT COUNTY: _____
IN THEIR STATED CAPACITY(IES) FOR THE PURPOSE THEREIN CONTAINED.

NOTARY PUBLIC:

MY COMMISSION EXPIRES: _____
(DATE)

