



PORT ALBERNI PORT AUTHORITY – MOORAGE AGREEMENT

Canada

Clutesi Haven _____ Fishermen's Harbour _____
Tye Landing _____ Harbour Quay _____ China Creek _____

Vessel Name:		TC Licence or Register no.	VRN# (CFV#)	LOA:
Name of Licensee (person signing below):			Boat Make/Model:	
Address of Licensee:				
Tel. # of Licensee:		Email:		
Name/ Address of Vessel Owner (if different than Licensee):				
Tel. # of Owner:		Email:		
Emergency contact name and Tel. #:				

1. Parties to Moorage Agreement: The Licensee warrants they are authorized to sign this Agreement on behalf of the Owner (together the Licensee and Owner are hereafter referred to as the "Licensee"), and are party to this Agreement with the Port Alberni Port Authority (the "Authority").

2. Payment of Fees: The Licensee **agrees to pay in advance the total of the daily, weekly, monthly or annual moorage fees and electricity fees, plus applicable GST.** The Licensee acknowledges having been advised by the Authority of what the posted rates are, and agrees the posted rates may change reasonably from time to time and those new posted rates are binding on the Licensee. Any late payment after 30 days due under this agreement will attract interest at 1.5% per month (18% per year).

3. Non-Transferrable Licence to Moor: In exchange for prepayment of the above Fees and taxes the Authority grants, solely to the Licensee, on a term basis, to moor the Vessel as directed on property controlled by Authority and subject to the terms and conditions of this Agreement.

4. Termination: The Authority may terminate this Agreement: (a) immediately for non-compliance with any term of this Agreement or the Authority's Marina User Policies and Rules, (b) on 7 days notice when in the sole discretion of the Authority the Vessel's moorage is contrary to the best interests of other Licensees or the Authority, or otherwise (c) on 30 days written notice.

5. Maintenance of Vessel and Premises: The Licensee agrees to maintain the Vessel in seaworthy condition, and at the Authority's request, provide a current marine survey confirming its seaworthiness. The Licensee shall ensure that it and its invitees do not damage any Authority property and at all times keep Authority premises neat and orderly according to the direction of the Authority and maintain all dangerous substances in a manner as the Authority may direct.

6. Moving Vessel: The Licensee agrees the Vessel must at all times be able to move under its own power, and that the Authority may reposition the Vessel on Authority property at any time and the Licensee shall assist when called upon.

7. Insurance: The Licensee agrees to keep the Vessel insured (with \$2,000,000 liability, wreck removal and sudden and accidental pollution coverage indemnifying the Port Authority and Her Majesty the Queen in right of Canada (the "Crown"), their employees, agents, and Small Craft Harbours, the province and the City of Port Alberni) at all times it is on Authority property and to provide to the Authority, within 2 days of demand, proof of such insurance.

8. Commercial Vessel Rates at Fishermen's Harbour: The Licensee agrees to provide to the Authority, within 2 days of demand, proof satisfactory to the Authority of the Vessel's status as a commercial vessel. Only active CFV Vessels qualify for CFV moorage rate. **Active CFV's defined as vessels routinely participating in fisheries openings throughout a calendar year.**

8. Identification of Vessel and Contact Information of Licensee: The Licensee shall ensure the Vessel remains at all times clearly marked with the Vessel's name, license/registration number and its emergency contact number. The Licensee agrees, in the event their contact information above changes, to advise the Authority, in writing, of their new contact information, failing which the Authority may rely on the contact information provided above for any notice to be provided to the Licensee.

~~~ SIGN AND DATE ON BACK OF FORM~~~

**9. Services to Vessel:** The Authority reserves the right to disconnect or refuse water or electrical services to the Vessel at any time without notice. The Authority does not represent or warrant the continuity, quality, or compatibility of water or electrical services for the Vessel or its users and the Licensee hereby waives any past, present or future claim related to the provision of those services.

**10. Compliance with laws, and rules or policies and procedures:** The Licensee agrees to comply, and ensure the compliance of any invitees of the Licensee, with all provincial and federal laws, and any rules or policies and procedures of the Authority set by the Authority from time to time and which may be attached as a Schedule to this agreement or are otherwise posted on the Authority's premises. The Licensee agrees "moor"/"moorage" in this agreement has the same meaning as "berthage" in the *Fishing and Recreational Harbours Act and Regulations*, and the *Federal Courts Act*.

**11. Breach of this Agreement:** Should the Licensee breach any term of this Agreement or the Authority's rules or policies and procedures, the Licensee agrees the Authority shall have the following remedies to exercise at its sole discretion, which shall survive the termination of this Agreement:

- a. To demand the Licensee immediately remove the Vessel from Authority property, and in the event the Licensee does not do so the Authority may, but is under no obligation to, move the Vessel to a location of the Authority's choosing. The Licensee hereby: (i) agrees any cost associated with the moving or storage of the Vessel will form part of the Authority's lien under s.12(b)-(c) below; (ii) waives any past or present claim against the Authority for damages arising from the Authority's movement and storage of the vessel, even in the case of the Authority's negligence; and (iii) agrees to hold the Authority harmless from any claims by third parties arising from the Authority's movement and storage of the Vessel;
- b. To sell the Vessel and its contents as a Warehouse pursuant to the B.C. *Warehouse Lien Act*, though hereby agreeing that the Authority is not at any time a bailee of the Vessel and has no duty to protect the Vessel from harm;
- c. To seize and sell the Vessel as a Garage Keeper pursuant to s.2-3 of the B.C. *Repairers Lien Act* ("RLA") to the extent such remedy does not conflict with priorities under maritime law. The Licensee further agrees that by the Licensee removing the Vessel from Authority property with amounts owing under this Agreement the Authority is not voluntarily surrendering the Vessel for the purposes of the RLA or maritime law, and the Authority may re seize the Vessel and sell it to satisfy its unpaid account and expenses (including legal expenses) without registering a repairer's lien; and
- d. The Licensee agrees that any monies claimed by the Authority as owing under this Agreement, including legal expenses for enforcing this agreement, are liquidated damages for the purposes of seizing and selling the Vessel or obtaining judgment against the Licensee and Vessel.

**12. Waiver and Indemnity of Authority and Crown:** The Licensee hereby agrees to waive and release the Port Authority and Her Majesty the Queen in right of Canada (the "Crown"), their employees, agents, Small Craft Harbours, the province of BC and the City of Port Alberni from any claims for loss, damage or expense, death or injury arising out of any acts or omissions (including negligence) of the Authority or the Crown in respect of this Agreement or the Licensee's use of Authority property. The Licensee agrees to hold harmless the Authority, the Crown and the province from any claims of third parties arising out of the Licensee's use of Authority property.

**13. Non-Waiver of Rights:** By at any time choosing not to enforce a term of this Agreement the Authority does not waive its right to, at any time thereafter, enforce the same clause of this agreement.

**14. Severability and Venue:** If any provision in this Agreement shall be found to be void, such determination shall not affect any other provision of this Agreement. The laws of British Columbia will govern this Agreement and its Courts will have exclusive jurisdiction over any matter arising out of or in connection with the subject matter of this Agreement.

**15. Entire Agreement:** This Agreement, including its Schedules and the rules or policies and procedures of the Authority, constitute the entire Agreement between the parties. No modifications/amendments shall be valid unless in writing and signed by both parties

**16. Acknowledgment of User Policies , Rules and Posted Rates:** The Licensee acknowledges having been provided the opportunity to read, or has read, any rules or policies and procedures, and any posted rates of the Authority, and acknowledges that those rules or policies and procedures and posted rates can be reviewed at the office of the Authority during business hours, and that the Licensee has a duty to themselves and the Authority to keep themselves informed of those user policies, rules and any posted rates.

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| Licensee signature: | PAPA signature: | Date: |
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