

# District of Sechelt Harbour Authority

## BERTHAGE AGREEMENT

### Non-Assignable License

VESSEL NAME: \_\_\_\_\_ C.F.V. # \_\_\_\_\_  
(If applicable)

VESSEL IDENTIFICATION: \_\_\_\_\_ LENGTH: \_\_\_\_\_  
Official Number, Pleasure Craft License (K#) or Small Commercial Vessel License (C#)

NAME: \_\_\_\_\_ PHONE CELL: (\_\_\_\_\_) \_\_\_\_\_  
"Licensee"

HOME: (\_\_\_\_\_) \_\_\_\_\_

#### MAILING ADDRESS:

\_\_\_\_\_  
Number Street City Province Postal Code

VESSEL OWNER: \_\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_  
(if different from above)

#### MAILING ADDRESS:

\_\_\_\_\_  
Number Street City Province Postal Code

EMERGENCY CONTACT: \_\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_

VEHICLE TYPE: \_\_\_\_\_ LICENSE PLATE #: \_\_\_\_\_

In consideration of the moorage fee, this agreement is to provide a berth rental for the Vessel designated above on the following terms:

1. If the Licensee is not the Vessel Owner, the Licensee warrants that it is the duly authorized representative of the Vessel Owner with respect to entering into this agreement and has the Vessel Owner's permission to do so.
2. The Licensee agrees to pay monthly berthage fees PRIOR to berthing the Vessel based on the size and type of vessel as is set out by the Harbour policy. If the Licensee fails to pay in advance, the daily berthage rate and other charges as set by DOSHA policy for berthage and services will apply.
3. If BERTHAGE REMAINS UNPAID for 30 days or more, or if there is any breach or non-performance of any of the terms herein by the Licensee, this license to berth the Vessel may be terminated by the DOSHA, which shall have the right to seize the Vessel, remove it from the berth and premises, and even though it is agreed that the DOSHA is not a bailee of the Vessel, the DOSHA may sell the Vessel as if the DOSHA was a warehouse under the Warehouse's Lien Act R.S.B.C. 1996, and recover unpaid berthage fees or other debts due and all related costs including survey fees, towage, storage, bailiff and legal fees, as if the DOSHA had a lien for these amounts against the Vessel.
4. At or before the expiry of the prepaid berthage term the Licensee may renew this license to berth by prepaying the required berthage fees and, if requested, signing a new berthage agreement. If the Licensee gives 30 days prior written notice and quits the berth before the prepaid term has expired, the Licensee may request a refund and receive a pro rata refund for the unused berthage fees subject to satisfaction of any other debts or liabilities owing by the Licensee to the DOSHA.
5. If the Licensee is claiming to be entitled to commercial vessel berthage rates, it agrees to provide proof on demand of evidence to the DOSHA's satisfaction that it is a commercial vessel based on the criteria determined by the DOSHA. A CFV plate or Small Commercial Vessel license may not be sufficient. If the Licensee fails to do so, the Vessel will be charged applicable pleasurecraft berthage fees from the date of the demand for proof was made.
6. The Licensee agrees to pay, in advance, for all services and utilities which are furnished to the Vessel at the rates set by the DOSHA, and shall connect to the utility services with an approved electrical cord prescribed by the DOSHA. The DOSHA will use its best efforts to maintain utility services, but because others supply the utilities, the DOSHA neither guarantees the continuity of utility services nor, with regard to electrical service, the characteristics of such service and its compatibility with the Vessel's electrical protector, if any. The DOSHA reserves the right to disconnect or refuse utility service to any Vessel without notice.
7. The Vessel shall have permanently affixed and visible from the outside, the Vessel's name and Port of Registry of License, and if fishing commercially, CFV plate tabs.
8. The DOSHA may give one day's notice to the Licensee to vacate the berth or shift the Vessel for such purposes as may be necessary for the efficient operation of the premises. In the event that the Licensee has not moved the Vessel within the prescribed time, the DOSHA reserves the right

to shift the Vessel as needed without liability to it or its employees. In emergency situations or where a safety concern is immediate the DOSHA reserves the right to shift the Vessel to another berth without notice. The Licensee agrees to release, indemnify, and hold harmless the DOSHA from all claims, demands and suits, present and future, for damage to Vessel caused by the DOSHA in an emergency even if caused by negligence of the DOSHA, its employees or agents. The Licensee may not shift or move any vessel other than its own without express permission from that vessel owner or the DOSHA.

9. In consideration of this agreement the Licensee agrees:
- (a) To abide by all applicable Federal, Provincial and Municipal statutes, regulations, by-laws and rules, including the DOSHA's policies and directives;
  - (b) To carry for the term of this agreement appropriate liability insurance for the Licensee and the Vessel (in a minimum amount of \$2,000,000.00) and make proof of such insurance available if requested by the DOSHA;
  - (c) That except during refit for such a period of time as is approved by the DOSHA, the Vessel must be capable of moving under the Vessel's own power;
  - (d) That the Licensee has examined the berth and premises and finds them satisfactory;
  - (e) To keep the berth area and premises neat, clean/orderly and free from any flammable substances; and to store and maintain any flammable substances, pollutants or hazardous materials necessary to the ordinary course of operations of the Vessel in a manner acceptable to the DOSHA, and in accordance with the DOSHA's directives and guidelines and government regulations;
  - (f) To berth, operate, and maintain the Vessel in a seaworthy condition and responsible manner and not to do or permit anything to be done by a guest, employee/crew or agent which, in the opinion of the DOSHA may be or become a nuisance or disturbance and to provide the DOSHA with a current marine survey of the Vessel attesting to its seaworthiness if required by the DOSHA;
  - (g) To not carry on any commercial enterprise at the berth and premises, except as permitted for a licensed commercial fishing vessel, without the prior written permission of the DOSHA;
  - (h) On termination of this license to use a berth, to remove the Vessel immediately, and if not removed, to pay the DOSHA on demand, all expenses incurred by the DOSHA in storing, moving, or berthing the Vessel and any costs relating thereto;
  - (i) That this agreement is a license and the DOSHA is not a bailee of and is not responsible for the care, custody or control of the Vessel, gear, and equipment and the Licensee's other property. The Licensee is responsible for looking after the Vessel, gear, and equipment and other property;
  - (j) That the DOSHA is not liable for any loss, damage or expense including loss of use, to the Vessel, gear, equipment or property or for personal injury or death or any damage suffered by the Licensee, its guests, employees/crew and agents, except where directly and solely caused by the negligence of its employees acting within the scope of their duties or employment;
  - (k) To indemnify and hold harmless the DOSHA, Her Majesty, and their servants, agents and employees from and against all claims for loss, damage or expense, death or injury resulting from any acts or omissions of the Licensee, the Vessel and the Licensee's guest, or employees/crew or agents;
  - (l) If the berthage and utility fees remain unpaid for thirty days or if there is any breach or non-performance of any of the terms herein by the Licensee, this license to use a berth may be terminated by the DOSHA forthwith, although the DOSHA remedies herein shall survive and the DOSHA shall have a lien for any amounts owing pursuant to this agreement against the Vessel, gear and equipment and other property of the Licensee notwithstanding that the DOSHA may have parted with or never had possession of the Vessel, gear, equipment or property.
10. The Licensee shall not assign or transfer this agreement or any interest therein, or any interest in the berth designated by this agreement. Use of the berth is personal to the Licensee and designated Vessel and a person purchasing the Vessel will not thereby acquire rights under this agreement, or rights to use the berth designated in this agreement.
11. This constitutes the entire agreement between the parties. No modification or amendment of this agreement shall be valid unless evidenced in writing and signed by both parties.
12. If management of the berth and premises reverts to the Department of Fisheries and Oceans, this agreement shall automatically terminate unless assigned by the DOSHA to the Department of Fisheries and Oceans.

I have read the above terms and conditions and agree to be bound by them.

Licensee: \_\_\_\_\_ DOSHA: \_\_\_\_\_

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

District of Sechelt Harbour Authority 5797 Cowrie Street, Sechelt 604-885-1986