

Steveston Harbour Authority Berthage and Vessel Storage Agreement

This non-assignable license is granted by Steveston Harbour Authority (the "Authority")

on _____ to _____
Date The "Licensee"

Billing Address (line 1)

Billing Address (line 2)

Telephone #

Email Address

Commencing on: _____ during the pleasure of the Authority.
Date

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1. In consideration of the payment of berthage fees, at such rates as the Authority may from time to time specify, the Authority grants the Licensee permission to use berthage space or dry storage areas as maintained in the Authority's computer records and upon the agreement of the parties as may be amended from time to time (the "premises"):
 - A) if the berthage / storage fees are prepaid, the license granted hereby is for the term of the prepaid berthage / storage fees specified for each particular premises. The Licensee may on 30 days notice, cancel use of any particular premises and receive a pro rata refund of the berthage fees paid for the use of that particular premises. Before the expiry of the license for any particular premises, the Licensee may tender berthage fees and the acceptance of such fees shall renew the license for the particular premises under the terms of the then current Berthage and Vessel Storage Agreement as may have been amended by the Authority.
 - B) If the berthage fees are paid on any other basis, the term granted by this license is as agreed by the parties subject to 24 hours cancellation by either the Authority or the Licensee.
 2. The Licensee has examined the premises and finds them satisfactory. The Licensee is aware that some premises are of shallow draft. The Authority neither undertakes duties as to inspections of the premises, nor carries insurance for the Licensee's benefit. In an emergency, the Authority reserves the right to shift the vessel(s) to another berth without notice.
 3. The Licensee, if not berthing an active commercial fishing vessel, agrees that the Authority may give one day notice to the Licensee to remove / relocate its vessel(s) if an active commercial fishing vessel(s) requires the berth(s).
 4. In consideration of this license, the Licensee agrees:
 - A) to abide by all applicable statutes, regulations, by-laws and rules, including the Fishing and Recreational Harbours Act, the Government Property Traffic Act and the Authority's Directives;
 - B) to release, indemnify and hold harmless the Authority, from and against all claims, demands and suits, present and future, for damage to the vessel(s) caused by the Authority in an emergency;
 - C) to berth / store and operate the vessel(s) and to maintain the vessel(s) and premises in a seamanlike manner and not to do or permit anything to be done by the crew which in the opinion of the Authority may be, or become, a nuisance or disturbance.
 - D) to neither carry on any commercial enterprises nor alter the premises, nor live aboard the vessel(s) without the Authority's written permission;
 - E) on the ceasing of this license, to remove the vessel(s) immediately and, if not removed, to pay the Authority, on demand, all expenses incurred by the Authority in storing, moving or berthing the vessel(s);
 - F) the Authority is not a bailee and is not responsible for the care, custody or control of the vessel(s) or equipment. The Authority shall not be liable for any loss, damage or expense, including loss of use, that a bailee may be liable for. The Licensee shall be responsible for looking after the vessel(s), gear and equipment;
 - G) the Authority is not liable for any loss, damage or expense, including loss of use, to the vessel(s) and equipment other than damage caused by the negligence of its employees acting within the scope of their duties or employment.;
 - H) to indemnify and hold harmless the Authority from and against all claims for loss, damage, expense, death or injury resulting from the act of omission of the Licensee or the Licensee's agents or employees;

- l) to carry for the term of this license appropriate liability insurance, including coverage for sudden and accidental pollution, for the type of vessel(s) it is berthing / storing and for the activity in which it is engaged.
5. If berthage for any premises has been invoiced by the Authority and remains unpaid for twenty days, or if there is any breach or non-performance of any of the terms herein by the Licensee, this license, the license for that particular premises may be terminated by the Authority, who shall have a lien against the vessel(s) and equipment for berthage and expenses, notwithstanding that the Authority may have parted possession with the vessel(s) and equipment and notwithstanding that the vessel(s) or equipment may have been berthed or stored at a premises other than the particular premises in respect of which the Licensee's breach or non-performance is made. The Authority is not a warehouseman within the Warehouse Liens Act but may exercise a warehouseman's lien and may sell the Licensee's vessel(s) and equipment as if the Authority were a warehouseman under the Act.
 6. The Authority and the Licensee recognize that in the ordinary course of operations, pollutants, flammable and hazardous material may be aboard the vessel(s). The licensee shall stow and look after such material in a seamanlike manner to the satisfaction of the Authority and in accordance with the Authority's directives.
 7. The Authority leases the premises from Her Majesty the Queen. In the event that the Authority's lease is terminated, this license is automatically assigned to Her Majesty in Right of Canada as represented by the Minister of Fisheries and Oceans, in which case, on written notice from the Minister of Fisheries and Oceans, any fees, rentals or payments due then or in the future under this license shall be paid to Her Majesty.
 8. All vessels on the premises shall have permanently affixed and visible from the outside the vessel's name, Port of Registry, Ministry of Transportation Registration Number, CFV plate and tabs.
 9. Her Majesty the Queen in Right of Canada, her servants and agents shall not be liable to the vessel(s) or the Licensee for loss, damage or injury of any nature whatsoever or howsoever caused unless such damage or injury is due to the negligence of any officer, servant or agent of Her Majesty acting within the scope of their duties and employment.
 10. Her Majesty and the Authority's servants, agents and contractors for whom the Authority acts as agent and as trustee, shall have the benefit of all exemptions, deferences and limitations of liability to which the Authority is entitled under this agreement.
 11. The Licensee shall, on demand, pay the Authority for all utilities and services which may be furnished to the vessel(s) at the rates established from time to time. The Authority will use best efforts to maintain utility services, but because other supply the utilities, the Authority neither guarantees the continuity of the utility services no, with regard to electrical service, the characteristics of such service and its compatibility with the vessel(s) electric circuit protector, if any.
 12. When repairs of maintenance work is done to a vessel(s) in dry storage, the Licensee will pay the current daily repair rate. Before the vessel(s) is launched or transported, all outstanding charges must be paid.
 13. No waiver, alteration or amendment to this agreement shall be binding unless it is in writing and signed by both parties.
 14. The Licensee authorizes the Authority to obtain such credit reports or other information as the Authority may reasonably deem necessary to establish and maintain a credit account or for any other business requirement. This consent is given pursuant to Section 12 of the Personal Credit Reporting Act, RSBC 1979, as amended. This only applies in the event the Licensee requests credit of fails to pay in advance.
 15. In the event the Licensee or the vessel(s) damages the premises or any goods or equipment belonging to the Authority, the Licensee shall on request indemnify the Authority.

Licensee

Date

Steveston Harbour Authority

Date