



Steveston Harbour Authority

Moorage and Vessel Storage Agreement

Vessel Name:	TC or Registration No:	VRN / CFV #	LOA:
Name of Licensee (person signing below):			
Address of Licensee:			
Tel. # of Licensee:	Licensee Email:		
Name of Vessel Owner (if different than Licensee above):			
Address of Vessel Owner:			
Tel. # of Owner:	Owner Email:		
Emergency Contact Name & Tel. #:			

- Parties to the 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 Steveston Harbour Authority (the "Authority").
- Payment of Fees:** In consideration of the payment of moorage fees, at such rates as the Authority may from time to time specify, the Authority grants solely to the Licensee, the non-assignable permission to moor / store the Vessel as directed by the Authority on property controlled by the Authority and subject to the terms and conditions of this Agreement.
 - If the moorage / storage fees are prepaid, the license granted hereby is for the term of the prepaid fees specified for each particular premises. Before the expiry of the license for any particular premises, the Licensee may tender moorage fees and the acceptance of such fees by the Authority shall renew the license for the particular premises under the then current Moorage and Vessel Storage Agreement as may have been amended by the Authority.
 - When repairs or maintenance work is done to the Vessel in dry storage, the Licensee will pay the current daily repair rate. Before the Vessel is launched or transported, all outstanding charges must be paid.
 - Licensee agrees that the Authority's rates may change reasonably from time to time, and any amended rates are binding on the Licensee from the date which the amended rates were established. Any late payment may be subject to reasonable interest fees as may be established from time to time by the Authority.
- Examination of Premises:** The Licensee has examined the premises and finds them satisfactory. The Licensee is aware that some premises are of shallow draft and that the Authority neither undertakes duties as to inspections of the premises nor carries insurance for the Licensee's benefit.
- Termination:** The Authority may terminate this Agreement: (a) immediately for non-compliance on the part of the Licensee or the Licensee's invitees with any term of this Agreement or the Authority's rules, directives, policies or procedures; (b) on 7 days written 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. The Licensee may terminate this Agreement by providing 30 days written notice to the Authority.
- 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.
- Moving Vessel:** The Licensee agrees that 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 as required at any time and the Licensee shall assist in doing so. The Licensee, if not mooring an active commercial fishing vessel, agrees that the Authority may give one day notice to the Licensee to remove / relocate the Vessel if an active commercial fishing vessel requires the berth.
- Insurance:** The Licensee agrees to carry for the term of this License appropriate insurance (liability, wreck removal and accidental pollution coverage) for the type of vessel it is mooring / storing and for the activity it is engaged in. The Licensee further agrees to provide to Authority within 2 days of demand, proof of such insurance.
- 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. 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.
- Services to Vessel:** The Authority will use best efforts to maintain utility services, but because others supply the utilities, 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. The Authority reserves the right to disconnect of refuse water or electrical services to the Vessel at any time without notice.

10. **Compliance With Laws, Directives, Rules, Policies and Procedures:** The Licensee agrees to comply, and ensure the compliance of any invitees of the Licensee, with all municipal, provincial and federal laws, and any directives, rules, policies and procedures of the Authority set by the Authority from time to time. The Licensee agrees not to do or permit anything to be done by the Vessel's crew which, in the opinion of the Authority, may be, or become, a nuisance or disturbance to harbour users or the Authority. The Licensee agrees to neither carry on any commercial enterprises, nor alter the premises, nor live aboard the Vessel without the Authority's written permission. 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. **Acknowledgement of Established Rates, Directives, Rules, Policies and Procedures:** The Licensee acknowledges having been provided the opportunity to read, or has read, any directives, rules, policies and procedures, and any posted rates of the Authority, and acknowledges that those directives, rules, policies and procedures and posted rates can be reviewed at the office of the Authority during regular business hours or via the Authority's website, and that the Licensee has a duty to themselves and the Authority to keep themselves informed of those directives, rules, policies and procedures and posted rates.
12. **Breach of This Agreement:** Should the Licensee breach any term of this Agreement or the Authority's directives, rules, policies and procedures, or should any payment due to the Authority by the Licensee remain unpaid for thirty days, the Licensee agrees the Authority shall have the following remedies to exercise at its sole discretion, which shall survive the termination of this Agreement:
- 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 any third party arising from the Authority's movement and storage of the Vessel;
 - 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, and the Licensee agrees that the Authority shall not be liable for any loss, damage or expense, including loss of use, that a bailee may be liable for.
 - 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 seize the Vessel and sell it to satisfy its unpaid account and expenses (including legal expenses) without registering a repairers lien; and
 - 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 judgement against the Licensee and Vessel.
13. **Waiver and Indemnity of Authority and the Crown:** The Licensee hereby agrees to waive and release the Authority and Her Majesty the Queen in Right of Canada (the "Crown"), their employees and agents, from any claims for loss, damage or expense, death or injury arising out of any acts of 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 and the Crown from any claims of third parties arising out of the Licensee's use of Authority property. The Licensee agrees to release, indemnify and hold harmless the Authority from and against all claims, demands and suits, present and future, for damage to the Vessel cause by the Authority in an emergency. In the event the Licensee or the Vessel damages the premises or any goods or equipment belonging to the Authority, the Licensee shall on request indemnify the Authority. 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.
14. **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.
15. **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.
16. **Survival:** The Authority leases the premises from the Crown. 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.
17. **Entire Agreement:** This Agreement, including its Schedules and the directives, rules, 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.

Licensee Signature:	Authority Signature:	Date:
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