



BERTHAGE AGREEMENT / WINTERING PARK

Name of Owner : _____

Name of Operator : _____

Vessel Name : _____ Registration # : _____

Address : _____

Email Address : _____

Tel : _____ Cellphone : _____

EMERGENCY CONTACT : Name : _____ Tel : _____

Type of Vessel : Commercial Fishing ☐ Recreational ☐ Other ☐

Vessel dimensions : Length : _____ Width : _____

PROOF OF LIABILITY INSURANCE ☐ Policy number : _____

Effective date of agreement: _____ Expiry date : _____

Services : Ramp ☐ Wharf ☐ Electricity ☐ Other : _____

Boat wintering park ☐ From _____ to _____

Amount due _____ **For administration use only**

Cash ☐ Cheque ☐ Wire transfer : Transit _____ Folio _____
  

PURPOSE OF THIS AGREEMENT:

Its purpose is to enable the Harbour Authority to manage the available berths in the harbour(s) under its jurisdiction more safely and efficiently, while giving priority to commercial fishing activities. It defines the terms and conditions under which a vessel **Operator** may moor his vessel on a water lot forming part of a port listed in Appendix I of the Fishing and Recreational Harbours Regulations.

The Harbour of _____ ("the **Premises**") is part of the harbours of Her Majesty the King in Right of Canada, as represented by Fisheries and Oceans Canada, and is managed under a lease agreement with the Harbour Authority of _____ ("the **Harbour Authority**"), which has management control of the **Premises** and all related rights.

TERMS AND CONDITIONS

1. This agreement is valid only for the listed harbour(s) identified above and for the indicated duration.
2. The vessel **Operator** confirms they are authorized to sign this agreement on behalf of the owner and both are party to this Agreement with the **Harbour Authority**.
3. The vessel **Operator** agrees to pay all fees covered by this agreement as and when required by the **Harbour Authority**. The agreement can only be concluded if the **Operator** has paid any outstanding amounts to the **Harbour Authority**.
4. The vessel **Operator**, its employees, representatives and guests shall comply with all applicable federal, provincial and municipal statutes, regulations and bylaws, as well as all **Harbour Authority** rules and/or policies, including those that are introduced during the term of this agreement.
5. The vessel **Operator** recognizes that the use of the **premises** will be in compliance with the harbour rules and/or policies of the **Harbour Authority** management and/or its representatives, including the allocation of berths and any restrictions that may be associated with them.
6. The vessel **Operator** is responsible for all costs incurred from damage to property, personal injury, or environmental contamination resulting from their use of the **Premises**, excluding wear and tear deemed normal by the **Harbour Authority**.
7. The vessel **Operator** shall, at all times, keep the **Premises** in a neat and tidy condition and comply with all applicable safety and environmental standards and regulations, including the disposal of used oil. No major repair work is allowed on the **Premises** without prior written consent of the **Harbour Authority**.
8. The **Harbour Authority**, its employees, representatives and agents shall not be held liable for any loss, damage, expense, injury or death to the vessel **Operator**, its employees, agents or guests; to the vessel's cargo or equipment, however caused, either directly or indirectly, resulting from the use of the **Premises**.
9. Before or upon signing this agreement, the vessel **Operator** must provide proof that they possess adequate property and third-party liability insurance to cover any and all claims. Insurance coverage must be kept current for the duration of this agreement. No agreement will be signed without proof of valid insurance coverage.



- 10. The vessel **Operator** recognizes that in the event of a real or apparent emergency, the **Harbour Authority** may, at its discretion, exercise due diligence and undertake actions to ensure public safety and/or to protect property, including the relocation of a vessel.
- 11. In the event that a vessel relocation is required to enable efficient continuation of harbour operations purposes, the **Operator** of the vessel will be notified by the **Harbour Authority** to move the vessel(s). If the **Operator** does not act within the time specified in the notice, the **Harbour Authority** reserves the right to move the vessel even if the action goes beyond the terms of this agreement. The vessel **Operator** recognizes that they will be responsible for any and all costs resulting therefrom and agrees to release, indemnify and hold harmless the **Harbour Authority** from any claim, penalty, suit, demand or action, present and future, in connection with the movement of the vessel.
- 12. The **Harbour Authority** reserves the right to cease the provision of services, without liability, or terminate this agreement, by providing a written notice twenty-four (24) hours in advance, should the vessel **Operator** fail to comply with the conditions of this agreement, or with **Harbour Authority** rules and/or policies.
- 13. Either party may terminate this agreement for any reason by providing written notice to the other party. Termination is effective thirty (30) days after delivery of the notice, or as otherwise mutually agreed upon by the parties.
- 14. The term of this agreement shall remain in effect until such time as: a) the **Operator** of the vessel ceases to use the harbour and pays all fees owing to the **Harbour Authority**, b) the vessel which is the subject of the agreement changes ownership, c) the **Harbour Authority's** head lease with Fisheries and Oceans Canada terminates, or c) the parties mutually agree to terminate the agreement in writing
- 15. The vessel **Operator** is responsible for ensuring that its employees, agents and guests abide by the terms and conditions of this agreement.
- 16. The vessel **Operator** cannot transfer this agreement, or assign any of its rights, to another party.
- 17. The vessel **Operator** acknowledges that it has been informed by the **Harbour Authority** of the applicable rates, rules, policies and procedures with which it agrees to comply. The vessel **Operator** has a duty to keep itself informed of any changes that may be implemented by the **Harbour Authority** at any time during this agreement. The **Operator** acknowledges that it shall also comply with such changes.
- 18. Harbour rules and/or policies apply to all users. Contact the **Harbour Authority** for more information.

I have read this agreement, understand its contents, and agree to its terms and conditions.

Vessel Operator

Date

For the Harbour Authority

Date

By virtue of the authorization to use the crane, the user agrees to:

- 1. Complete the mandatory training required for its use (details are available from your **Harbour Authority**);
- 2. Equipment must be used carefully and safely, and only for its intended purpose;
- 3. Report any defects in the equipment or its operation to the Harbour Authority;
- 4. Assume all risk of personal injury and/or property damage resulting from its use;
- 5. Be responsible for any damage caused to the equipment or dock during its use;
- 6. Release and hold harmless the **Harbour Authority**, Fisheries and Oceans Canada, Her Majesty the King in Right of Canada, and each of their employees, managers, directors, agents, contractors and volunteers, from any and all claims arising from the undersigned's direct or indirect use of the equipment..

You are prohibited from using this equipment if you do not accept these conditions.

I accept the above conditions,

Signature : _____

Name : _____

Date : _____