



# Harbour Authority Berthage Agreement

White Copy – HA, Yellow Copy – Vessel Operator

**Vessel Operator:** \_\_\_\_\_  
*(If the vessel operator is not the owner of the vessel, this person warrants that they are the duly authorized representative of the vessel owner and is entering into this agreement on behalf of the owner.)*

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number (H): \_\_\_\_\_ (C): \_\_\_\_\_  
Email: \_\_\_\_\_

Invoicing Address (if different from mailing address):  
\_\_\_\_\_  
\_\_\_\_\_

Name of Vessel(s): \_\_\_\_\_  
Vessel Licence Number: \_\_\_\_\_  
Type of Vessel: Fishing \_\_\_\_\_ Recreational \_\_\_\_\_ Other \_\_\_\_\_  
Length of Vessel: \_\_\_\_\_  
Draft: \_\_\_\_\_

Skipper's Contact (if different from Vessel Operator):  
Name: \_\_\_\_\_  
Phone Number (H): \_\_\_\_\_ (C): \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_  
Phone Number (H): \_\_\_\_\_ (C): \_\_\_\_\_

**PURPOSE OF THIS AGREEMENT:**

This agreement provides the terms and conditions under which a vessel operator may secure a vessel within a designated harbour location. The harbour authority may include the provision of certain identified harbour services as part of the berthage agreement.

The property on which the scheduled harbour(s) of \_\_\_\_\_ (the "Harbour") is/are located is held by Her Majesty the Queen in right of Canada, as represented by the Department of Fisheries and Oceans Canada, and leased to the Harbour Authority of \_\_\_\_\_ (the "HA") which possesses management control of the Harbour and all associated rights.

**TERMS AND CONDITIONS:**

1. This agreement is valid only for the Harbour and vessel(s) identified above and subject to the HA's established fee schedule.
2. The vessel operator agrees to pay all fees governed by this agreement as and when required by the HA.
3. The vessel operator, his/her employees, agents, servants and invitees, shall comply with all applicable federal, provincial and municipal statutes, regulations, and bylaws, as well as all HA rules, policies and directives including those that may be introduced during the term of this agreement.
4. The vessel operator recognizes that usage of the Harbour will be in accordance with the direction of the HA and/or its representative(s) including, but not limited to, the allocation of designated area of use and related restrictions.
5. The vessel operator is responsible for ensuring vessels are secured and moored properly.
6. Only seaworthy vessels, capable of safely operating under their own power, may berth within the Harbour. Owners of abandoned and/or derelict vessels on HA property will be given notice and, if necessary, non-compliant vessels may be moved/removed at the owner's expense without liability to the HA.
7. The vessel operator is responsible for any cost/liability associated with damage to property, personal injury, or environmental contamination resulting from his/her use of the Harbour excluding usage the HA deems to be related to normal wear and tear.
8. The vessel operator shall, at all times, keep the Harbour in a neat and tidy condition and comply with all applicable safety and environmental standards and regulations.
9. The vessel operator must notify the HA immediately in the case of oil/fuel spills and/or any accidents occurring within the Harbour resulting in property damage or injury (including near misses).
10. The HA, its servants, agents and employees, shall not be liable for any loss, damage and expense, death or injury to the vessel operator, his/her employees, servants, invitees of the vessel, cargo or equipment, howsoever caused, either directly or indirectly arising out of the use of the Harbour.
11. The vessel operator shall maintain adequate property and liability insurance to effect settlement of any claim.
12. The vessel operator acknowledges, that the HA may, at its discretion, in the event of a real or apparent emergency, exercise due diligence and undertake action without notice to ensure public safety and protection of property including such action as removal or relocation of a vessel. Such action will be without liability to the HA.
13. In cases whereby a vessel must be moved for safety, operational or other reasons, the vessel operator will be notified by the HA to move the vessel. If the vessel operator has not acted by the time allotted, the HA reserves the right to move the vessel as is deemed necessary even if such action falls beyond the term of this agreement. The vessel operator acknowledges that he/she will be responsible for all costs incurred and hereby agrees to release, indemnify and hold harmless the HA from all claims, demands and suits, present and future relating to the movement of the vessel.
14. The HA reserves the right to cease the provision of services, without liability, or terminate this agreement, by providing twenty-four (24) hours written notice should the vessel operator fail to comply with the conditions presented in this agreement.
15. The term of this agreement is open-ended and shall remain in effect until either party terminates this agreement by providing written notice to the other party. Termination is effective thirty (30) days after delivery or as otherwise mutually agreed among the parties. Termination of this agreement does not negate any fees owing by the vessel owner to the HA.
16. The vessel operator is responsible for ensuring that his/her employees, agents, servants and invitees abide by all the terms and conditions of this agreement.
17. The vessel operator cannot transfer or assign this agreement or any of its rights under this agreement.

I have read and understand this agreement and agree to the terms and conditions contained within.

\_\_\_\_\_  
Vessel Operator

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Harbour Authority

\_\_\_\_\_  
Date