



Harbour Authority User Licence

White Copy – HA, Pink Copy – Licencee

Licencee: _____

Invoicing Address: _____

Contact Person (If different from Licencee):

Name: _____

Telephone Number: _____

Telephone Number: _____

Cellphone Number: _____

Fax Number: _____

Effective Date: _____

Expiry Date: _____

This Licence is issued to the above named Licencee by the Harbour Authority of _____ (the "Harbour Authority") and authorizes the Licencee to conduct the AUTHORIZED ACTIVITIES as indicated in Section A subject to the TERMS AND CONDITIONS as described and indicated in Section B.

SECTION A: AUTHORIZED ACTIVITIES (check all that apply) See Instructions on inside cover for help to complete Section A

- Fish landings: total landed weight at _____ ¢ per lb or ¢ per kg
- Use of off-loading system (specify crane(s): _____) \$ _____ per unit or total and per week month year
- Use of facility (description of use/facility: _____) \$ _____ per _____
- Use of Upland Property (description: _____) \$ _____ per _____
- Utilities (describe: _____) \$ _____ per _____
- Fuel Truck Access: \$ _____ per visit year and/or \$ _____ per kilolitre
- Special Event (description: _____) \$ _____ per _____
- Other (description: _____) \$ _____ per _____

All fees plus HST where applicable.

SECTION B: TERMS AND CONDITIONS

1. This licence is valid for the scheduled harbour(s) of _____.
2. The Licencee agrees to pay all fees governed by this licence upon receipt of invoice, including any electrical, fuel or other costs associated with the use of equipment, as and when required by the Harbour Authority. Fees paid are non-refundable.
3. The Licencee, his/her employees, agents, servants and invitees, shall comply with all applicable federal, provincial and municipal statutes, regulations, and bylaws, as well as all harbour authority rules, policies and directives including those that may be introduced during the term of this agreement.
4. The Licencee shall, at all times, keep the premises in a neat and tidy condition and comply with all applicable safety and environmental standards and regulations.
5. The Licencee is responsible for any cost associated with damage to property, personal injury, or environmental contamination resulting from his/her use of the premises excluding usage the Harbour Authority deems to be related to normal wear and tear.
6. For licences relating to an offloading system, the Licencee agrees that the use of the offloading system is on a first come – first serve basis, and agrees to use the offloading system only for the purpose of fish handling.
7. If and when requested by the Harbour Authority, the Licencee shall supply the Harbour Authority a certified statement of the duly recorded total number of kilograms/pounds of fish landed, per species, and/or the total number of kilolitres of fuel products by type dispensed, at the harbour during the period for which the licence is issued.
8. The Harbour Authority, its servants, agents and employees, shall not be liable for any loss, damage and expense, death or injury to the Licencee, his/her employees, servants or invitees, howsoever caused, either directly or indirectly, arising out of the use of the premises.
9. The Licencee shall maintain adequate property and liability insurance to effect settlement of any claim and, where applicable, be in good standing with WorkplaceNL for their operations and activities.
10. The Licencee must notify the harbour authority immediately in the case of oil/fuel spills and/or any accidents occurring within the harbour resulting in property damages or injury (including near misses).
11. The Harbour Authority reserves the right to cease the provision of services, without liability, or terminate this licence, by providing twenty-four (24) hours written notice, should the Licencee fail to comply with the conditions presented in this agreement and/or any harbour authority rules, policies or directives.
12. Either party may terminate this licence, for any reason, by providing written notice to the other party. Termination is effective thirty (30) days after delivery or as otherwise mutually agreed upon by the parties. Termination of this licence does not negate any fees owing by the Licencee to the Harbour Authority.
13. The Licencee cannot transfer or assign this licence or any of the rights under this licence.

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

Licencee

Date

For the Harbour Authority

Date