



FRENCH CREEK HARBOUR

HARBOUR AUTHORITY OF FRENCH CREEK-MOORAGE AGREEMENT _____]

NO LIVEBOARDS PERMITTED

Vessel Name:		TC Licence or Register no.	VRN# (CFV#)	LOA:
Name of Licensee (person signing below):				
Address of Licensee:				
Tel. # of Licensee:		Email:		
Name of Vessel Owner (if different than Licensee above):				
Address of Owner:				
Tel. # of Owner:		Email:		
Emergency contact name and Tel. #: EMERGENCY CONTACT MUST BE LOCAL				
Moorage Fee: [] _____/month; SEE ATTACHED		Elect/ GHA FEE [] _____ (see attached)		
PLEASE PROVIDE THREE PICTURES OF YOUR BOAT SHOWING NAME AND REGISTRATION NUMBER. NO BOAT IS PERMITTED IN HARBOUR WITHOUT THIS.		Start date:		End date:

1. Parties to this Agreement: the Licensee(s) warrant 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 the (FRENCH CREEK Harbour Authority (the "Authority").

2. Payment of Fees: the Licensee(s) agrees to provide a valid major credit card to set up moorage account. The licensee(s) agrees to pay the total of the monthly moorage plus the GHA, electricity/water fee above, plus applicable GST, within 30 days of billing date. If the Authority's posted rates are selected above, each Licensee acknowledges having been advised by the Authority of what the posted rates are and agrees the posted rates may change reasonably from time to time and those new posted rates are binding on the Licensee. Any late payment due under this agreement will attract interest at 2% ANNUAL

Non-Transferrable Licence: in exchange for prepayment of the above fees and taxes the Authority grants, solely to the Licensee named in this agreement, on a month-to-month basis, the non-assignable permission to moor the Vessel as directed on property controlled by the Authority and subject to the terms and conditions of this Agreement.

3. Termination: despite the "end date" referred to above, the Authority may terminate this Agreement: (a) immediately for non-compliance with any term of this Agreement or the Authority's rules or policies and procedures, (b) with 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) with 30 days written notice. The Licensee may terminate this Agreement by providing 30 days notice in writing. On the earlier of the termination of this contract, or the end date above, the Licensee shall remove the vessel from property controlled by the Authority unless a new term is agreed to in writing by the Authority.

4. 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 always 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. As French Creek Harbour is federally regulated Small Craft Harbour with a mandate of an active commercial harbour, we require any vessel using French Creek Harbour to be active. This means vessels are expected to leave the harbour at least twice per calendar year. French Creek Harbour is not an in water long term storage facility. If a vessel has not left the harbour for a period of one year you will be asked to remove your vessel from our facility permanently.

5. Moving Vessel: The Licensee agrees the Vessel must always be able to move under its own power, and that the Authority may reposition the Vessel on Authority property at any time and the Licensee shall assist in doing so as directed by the Authority.

6. Insurance: the Licensee agrees to keep the Vessel insured (with 2 MILLION LIABILITY INSURANCE, wreck removal and sudden and accidental pollution coverage) always when on **Authority property and to provide to the Authority, within 2 days of demand, proof of such insurance.**

7. Commercial Vessel Rates: the Licensee agrees to provide to the Authority, within 2 days of demand, proof satisfactory to the Authority of the Vessel's status as a commercial vessel if such status is claimed by the Licensee.

8. Identification of Vessel and Contact Information of Licensee: the Licensee shall ensure the Vessel always remains clearly marked with the Vessel's name, license/registration number and its emergency contact number. 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.

9. Services to Vessel: the Authority reserves the right to disconnect or refuse water or electrical services to the Vessel at any time without notice. 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.

10. Compliance with laws, and rules or policies and procedures: the Licensee agrees to comply, and ensure the compliance of any invitees of the Licensee, with all municipal, regional, provincial and federal laws, and any rules or policies and procedures of the Authority set by the Authority from time to time and which may be attached as a Schedule to this agreement or are otherwise posted on the Authority's premises. 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. Breach of this Agreement: should the Licensee breach any term of this Agreement or the Authority's rules or policies and procedures, the Licensee agrees the Authority shall have the following remedies to exercise at its sole discretion, which shall survive the termination of this Agreement:

a. 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 third parties arising from the Authority's movement and storage of the Vessel;

b. 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.

c. to seize and sell the Vessel as a Garage Keeper pursuant to s.2 and 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 re-seize the Vessel and sell it to satisfy its unpaid account and expenses (including legal expenses) without registering a repairers lien; and

d. 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 judgment against the Licensee and Vessel.

12. Waiver and Indemnity of Authority and 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 or 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.

13. 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.

14. 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.

15. Entire Agreement: this Agreement, including its Schedules and the rules or 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.

16. Acknowledgment of Rules or Policies and Procedures, and Posted Rates: the Licensee acknowledges having been provided the opportunity to read, or has read, any rules or policies and procedures, and any posted rates of the Authority, and acknowledges that those rules or policies and procedures and posted rates can be reviewed at the office of the Authority during business hours, and that the Licensee has a duty to themselves and the Authority to keep themselves informed of those rules or policies and procedures, and any posted rates.

17. No Business Operations: the Licensee may not operate a business or other commercial operation from their Vessel without prior written approval from the Authority. This provision does not apply to Vessels used primarily for commercial fishing which have a valid commercial fishing license and DFO Registration Number.

18. No renting: The Vessel may not be used as a vacation rental, AirBNB, bed and breakfast, or similar enterprise.

19. No tenancy or lease: This agreement does not create a tenancy or lease of any kind. NO LIVEBOARDS ALLOWED

20. Mail Services: the Licensee shall maintain an independent means for delivery of mail such as a PO Box and shall not cause any mail addressed to them to be delivered care of the Authority without prior written approval of the Authority.

21. Children: The Licensee is fully responsible for the supervision of any children attending or living on the Vessel.

22. No Pets: Unless otherwise expressly approved by the Authority, the Licensee shall not keep pets of any kind onboard the Vessel. All approved pets must be kept on leash while on Authority property. The Licensee is responsible for controlling the behaviour of any pets including cleaning up after them. Failure to do so could result in a fine assessed by the Authority or termination of this agreement.

23. Behaviour of Licensee and guests: the Licensee shall always behave in a courteous, neighbourly, and respectful manner and shall comply with all noise reduction and other applicable laws and Authority rules and policies and procedures. Conduct that disturbs or creates a nuisance for others as determined by the Authority is not permitted. Repeated nuisance behaviour by the Licensee or their guests is cause for immediate termination of this Agreement. Verbal and/or physical abuse, harassment, intimidation or assault by a Licensee or their guest to any customer, employee or user of the Authority’s premises

is strictly prohibited and is cause for immediate termination of this Agreement and the right to moorage at the Authority, to be determined on a case-by-case basis at the sole discretion of the Authority.

24. Consumption Policies: the Licensee shall comply with all laws and legislation related to the consumption and possession of alcohol, cigarettes, electronic cigarettes/vapes, cannabis, and illegal drugs. If a Licensee's consumption or their invitees' consumption of alcohol, cigarettes, electronic cigarettes/vapes, cannabis, or illegal drugs constitute a nuisance or a danger to the Authority, its staff, or the harbour community, as determined by the Authority's sole discretion, the Authority may immediately terminate this Agreement or restrict the access of individual invitees to Authority property.

25. Sanitary Facilities: the Licensee shall ensure that the Vessel has adequate sanitary facilities specifically designed for marine use. The discharge of sewage or other contaminants is strictly prohibited and is cause for immediate termination. The Licensee warrants that they have an approved marine sanitation device on the Vessel or that they have a holding tank for waste which the Licensee pumps out regularly at an authorized marine pump-out station. The Authority may inspect the Vessel's sanitary facilities if the Vessel is suspected of non-compliant discharge.

Licensee name [print]:	Licensee signature:	Date:
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Authority signature:	Date:
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Additional Licensees (persons living aboard – excluding minors)

Name [print]:	Signature:	HA initial:	Date:
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Name [print]:	Signature:	HA initial:	Date:
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Name [print]:	Signature:	HA initial:	Date:
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