## BERTHAGE AGREEMENT SAMPLE

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|    | **HARBOUR AUTHORITY OF [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]****BERTHAGE AGREEMENT** |
| **Vessel Name :**  | **Vessel Size :**  |  **Registration #:** | **Licence # :**  |
| **Name of Operator (person signing below) :** |
| **Civic or Residence Address of Operator :**  |
| **Telephone number of Operator :** **(Cell phone and residence)**  | **Email:**  |
| **Name of Vessel Owner (if different than Operator above) :** |
| **Civic or Residence Address of Owner :**  |
| **Telephone number of Owner :** **(Cell phone and residence)** | **Email:**  |
| **Emergency contact name and telephone number :** |
| Type of Vessel : Commercial Fishing Recreational Other  |
| Date agreement comes into effect :  | Date agreement expires : |
| Amount invoiced : | Invoicing address : |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PURPOSE OF THIS AGREEMENT :**

The purpose of this agreement is to allow the harbour authority to safely and efficiently manage the harbour(s) while prioritizing commercial fishing activities. This agreement provides the terms and conditions under which a vessel **operator** may secure a vessel on water, in a listed harbour. (Schedule 1 of the Fishing and Recreational Harbours Regulations).

The Harbour of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the « **premises** ») is a listed harbour(s) administered by Her Majesty the Queen in right of Canada, as represented by Fisheries and Oceans Canada, and leased to the harbour authority, which manages and controls the **premises** and has all associated 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.
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 vessel **operator** ceases use of the Harbour and pays all fees owed to the harbour authority, b) the harbour authorities’ 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.

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Vessel **operator**  Date

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For the harbour authority Date

**White copy = HA Yellow copy = vessel operator**

**Important notes for harbour authorities while administering berthage agreements:**

**\*\* Expiration of the term of the berthage agreement:** It is up to harbour authorities to determine the length of the berthage agreement as long as the expiration of the agreement does not surpass the harbour authorities’ head lease with *Fisheries and Oceans Canada*.

**\*\* Third party liability insurance:** It is recommended that harbour authorities keep this phrase in the template, however in certain circumstances it can ultimately be waived. When waving this section, the harbour authority accepts the risk that comes with it. It is also very important to note that this waiver does not amount to a waiver of liability for the vessel’s owner/**operator** for damages they may cause to *Fisheries and Oceans Canada* and other users.