

# FALSE CREEK HARBOUR AUTHORITY

## APPLICATION AND BERTHING AGREEMENT

### AT FALSE CREEK FISHERMEN'S WHARF

### COMMERCIAL FISHING VESSEL

Date: \_\_\_\_\_

I, \_\_\_\_\_, (the "Vessel Owner") am the lawful owner of the commercial fishing vessel registered/licensed under the name \_\_\_\_\_, (Vessel). I hereby make application for berthage space for the Vessel, at False Creek Fishermen's Wharf ("Harbour") in Vancouver, B.C. I agree to the following conditions on acceptance of this application:

1. The Vessel Owner or the Authority may, on 30 days notice, cancel this agreement and the Vessel Owner shall remove the Vessel by the end of the 30-day period.
2. In any event the vessel Owner must vacate the berth area assigned to the Vessel on or before \_\_\_\_\_ unless prior consent of the Authority has been given in writing. The berthage charge for the term agreed upon shall be deemed earned on payment notwithstanding that the Vessel Owner may not continuously make use of the assigned berth during the term.
3. The Vessel Owner agrees that the charge for berthing the Vessel is payable in advance of berthing the Vessel and must be paid in cash, cheque/money order, Direct Debit, VISA, or MasterCard payable to FALSE CREEK HARBOUR AUTHORITY at the False Creek Harbour Office located at 1505 West 1<sup>st</sup> Avenue, Vancouver, B.C.
4. The Vessel Owner agrees to abide by all applicable statutes, regulations, by-laws, and rules, including but not limited to the Canada Shipping Act, Fishing and Recreational Harbours Act and the Harbour Policies as they may be amended from time to time and the instruction of the Harbour Manager or his designate. The Vessel Owner acknowledges that noncompliance may lead to impoundment, removal and/or assessment of penalties against the Vessel at the expense of the Vessel Owner.
5. The Vessel Owner agrees that the Vessel shall not be used as a live aboard or a place of residence while at the Harbour without the prior consent of the Harbour Manager and Board of Directors.
6. The Vessel Owner agrees to moor and operate the Vessel and to maintain the vessel and berth area in a clean, tidy and safe manner and not to do or permit anything to be done by the Vessel Owner's servants, agents, invitees or employees, which in the opinion of the Authority may be, or become, a nuisance or disturbance.
7. Except during the period of engine refit, the Vessel shall be capable of moving under the Vessel's own power.
8. The Authority reserves the right to change the berth assigned to the Vessel as necessary for the efficient operation of the Harbour or for other causes such as safety or emergency.
9. The Vessel, and auxiliary equipment and other property of the Vessel Owner and his/her servants, agents, invitees or employees located, berthed or stored at the premises of the Harbour shall be solely at the Vessel Owner's risk and the Authority shall not be responsible under any circumstances for any loss or damage caused thereto whether caused by negligence of the Authority, its servants or agents or acts of third parties or otherwise and the Vessel Owner agrees to release, indemnify and hold harmless the Authority, its servants or agents from and against all claims, demands, and suits, present and future, for damage to such property caused by the Authority, its servants or agents or acts of third parties.
10. The Vessel Owner agrees to indemnify and hold harmless the Authority, its servants, agents, employees or contractors from any loss, damage, or injury resulting from the acts or omissions of the Vessel Owner, his/her servants, agents, invitees, or employees.
11. This agreement supercedes any and all other oral or written agreements between the vessel Owner and the Authority. Any modifications to this agreement must be evidenced in writing and signed by both the vessel Owner and the Harbour Manager of the Authority.
12. The Vessel Owner agrees to pay for all electricity and other utilities or services, which may be furnished to the Vessel at the Vessel Owner's request at the established rates. The Authority does not guarantee continuity of utility services to the Vessel, and specifically with regard to electric service, does not guarantee the continuity or characteristics of such service and its compatibility with the Vessel's electric circuit protector, if any.

13. The Vessel Owner is satisfied with the condition of the Harbour premises; and specifically, the berth area, wharf, and floats. The Vessel Owner agrees to use the premises in a neat, clean, and orderly manner and keep the Harbour premises as free as possible from any flammable and inflammable substances.
14. In the event of any breach or non-performance of any of the other terms or conditions contained herein or if the agreement is cancelled as per paragraph 1, the Authority shall have the right to seize the Vessel, remove it from the berth area of the Harbour and even though it is agreed that the Authority is not a bailee of the Vessel, the Authority may exercise a warehouseer's lien and sell the Vessel as if the Authority was a warehouseer under the Warehouse Lien Act.
15. The Vessel Owner agrees to reimburse the Authority for any and all costs associated with the removal and disposal of the Vessel and these costs may include, but are not limited to survey, towing, storage and legal fees.
16. The Vessel Owner agrees that any decision concerning the interpretation of this agreement shall be at the sole discretion of the False Creek Harbour Authority Board of Directors or the Harbour Manager and such decisions shall be final.
17. The Vessel Owner agrees to indemnify the Authority for any and all costs including penalties and fines associated with the containment and cleanup of any pollutants that originate from the Vessel or any act or omission of the Vessel Owner his/her servants, agents, invitees or employees.
18. The Vessel owner agrees and understands that the Vessel Owner is responsible and will pay for all liabilities arising from the use and operation of the Vessel while berthed at the Harbour.
- 19. The Vessel Owner by signing below, agrees with all the terms and conditions of this agreement.**
20. The Authority is a corporation incorporated under the Canada Corporations Act. This Berthing Agreement shall not constitute an application nor acceptance of the Vessel Owner as a member of the authority nor shall it constitute the Vessel as a homeport vessel. Application for membership or acceptance as a homeport vessel shall be by separate application to the Board of Directors of the Authority.
21. The Licensee authorizes the Authority to obtain such credit reports or other information as the Authority may reasonably deem necessary to establish and maintain a credit account or for any other business requirement. This consent is given pursuant to Section 12 of the Credit Reporting Act RSBC 1996 as amended. This only applies in the event the Licensee requests credit or fails to pay in advance.

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Signature of Vessel Owner

Name of Vessel Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
Home Cell

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
Name Phone

Vessel Name: \_\_\_\_\_

Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Gear Type: \_\_\_\_\_ CFV #: \_\_\_\_\_

Insurance Provider: \_\_\_\_\_ Policy #: \_\_\_\_\_

**REFERENCES:** \_\_\_\_\_

**APPROVAL:**

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False Creek Harbour Authority employee- to confirm the form has been completed.

**APPROVED:** \_\_\_\_\_ **Harbour Manager** Date: \_\_\_\_\_