

FALSE CREEK HARBOUR AUTHORITY

APPLICATION AND BERTHING AGREEMENT OF **PLEASURE CRAFT AT FALSE CREEK FISHERMEN'S WHARF**

Date: _____

I, _____, (the "Vessel Owner") am the lawful owner of the pleasure craft 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 False Creek Harbour Authority ("Authority") may on 24 hours notice, require the Vessel Owner to vacate the berth area allocated to the Vessel if the berth area is required for Commercial Fishing Vessels.
2. 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.
3. In any event the vessel Owner must vacate the berth area assigned to the Vessel on or before _____ N/A _____ unless prior consent of the Authority has been given in writing. The berthing charge for the term agreed upon shall be deemed to be earned on payment, notwithstanding that the Vessel Owner may not continuously make use of the assigned berth during the term.
4. 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 1st Avenue, Vancouver, B.C.
5. 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.
6. **The Vessel Owner agrees that the Vessel shall not be used to live aboard or as a place of residence while it is berthed at the Harbour.** PLEASE INITIAL _____
7. 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.
8. Except during the period of engine refit, the Vessel shall be capable of moving under the Vessel's own power.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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

