

FOR AUCTION

The Port Hardy Harbour Authority is holding a sealed bid auction on this vessel.

- All bids must be made in person,
- bid deadline is November 28, 2022 at 12:00
- payments must be made within 24HRS of phone call confirming winning bid.

In water survey is available for review at 6600 Hardy Bay Road during regular business hours.

Vessel must be removed by December 31, 2022 and may only return once in full compliance of the Port Hardy Harbour Authority Moorage Agreement. (copy can be found inside)

Sale is as-is





Port Hardy Harbour Authority - Moorage Agreement

PO Box 68, 6600 Hardy Bay Road, Port Hardy BC, V0N 2P0

Phone (250) 949-6332 Fax (250) 949-6037 Email: porthardharbour@gmail.com

VESSEL NAME:	TC License or Register No.:	VRN/ CFV #:	OVERALL LENGTH:
NAME OF LICENSEE (person signing this form):			
ADDRESS OF LICENSEE:			
STREET No./ MAILING ADDRESS	CITY/ TOWN	PROV./ STATE	POSTAL/ ZIP CODE COUNTRY
TEL # OF LICENSEE:		EMAIL:	
NAME OF VESSEL OWNER (if different than above):			
ADDRESS OF OWNER:			
STREET No./ MAILING ADDRESS	CITY/ TOWN	PROV./ STATE	POSTAL/ ZIP CODE COUNTRY
TEL # OF OWNER:		EMAIL:	
EMERGENCY CONTACT, NAME & TELEPHONE #:			
Moorage rates and fees for use of electrical services and parking are subject to the District of Port Hardy current User Rates and Fees. Liveaboard vessels are not permitted at any District of Port Hardy Harbour Authority facility, per Section 10.1 of Bylaw 10-2011 REPORT OIL SPILLS TO (800) 889-8852			

- Parties to Moorage Agreement:** the Licensee warrants that they are authorized to sign this agreement of behalf of the Owner (together the Licensee and Owner are hereafter referred to as the "Licensee"), and are party to this Agreement with the Port Hardy Harbour Authority (the "Authority")
- Payment of Fees:** the Licensee agrees to pay the total amount of the monthly moorage fee and electrical/ parking fees, plus applicable taxes in advance of each month. The Licensee acknowledges that posted rates may change reasonably from time to time and those new posted rates are binding on the Licensee. Overdue account interest charges per month are in accordance with interest rates established under Section 11(3) of the Taxation (Rural Area) Act.
- Non-Transferrable License to Moor:** in exchange for the prepayment of the above Fees and taxes, the Authority grants, solely to the Licensee, on a month to month basis, the non-assignable permission to moor the Vessel as directed on the property controlled by the Authority and subject to the terms and conditions of this Agreement.
- Termination:** the Authority may terminate this Agreement: (a) immediately for non-compliance with any term of this agreement or the Authority's rules or policies & procedures, (b) on 7 days notice when in sole discretion of the Authority the Vessel's moorage is contrary to the best interests of other Licensees or the Authority, or otherwise © on 30 days written notice. The Licensee may terminate this Agreement by providing 30 days notice in writing.
- 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 it's seaworthiness. The Licensee shall ensure that it and it's invitees do not damage any Authority property and at all times 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.
- Moving Vessel:** the Licensee agrees the vessel must at all times 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.
- Insurance:** the Licensee agrees to keep the Vessel insured (with liability, wreck removal and sudden and accidental pollution coverage) at all times it is on Authority property and to provide to the Authority, within 2 days of demand, proof of such insurance.
- 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.
- Identification of Vessel and Contact Information of Licensee:** the Licensee shall ensure that the Vessel remains at all times 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.

10. **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.

11. **Compliance with the Laws, and Rules or Policies and Procedures:** the Licensee agrees to comply, and ensure the compliance of any invitees of the Licensee, with all provincial and federal laws, and any rules or policies and procedures or 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*.

12. **Breach of the 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.2-3 of the *B.C. Repairer's 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 repairer's 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 judgement against the Licensee and Vessel.

13. **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.

14. **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.

15. **Severability and Venue:** If any Provision in the 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.

16. **Entire Agreement:** This Agreement, including its Schedules and the rules or policies and procedures of the Authority, constitutes the entire agreement between the parties. No modifications/ amendments shall be valid unless in writing and signed by both parties.

17. **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.

Licensee Signature:	Authority Signature:	Date:
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