

PORT HARDY BEAR COVE MOORAGE RESERVATION APPLICATION FORM

7360 Columbia Street ♦ PO Box 68
Port Hardy BC V0N 2P0 Canada
Telephone: (250) 949-6665 ♦ Fax: (250) 949-7433
Email: general@porthardy.ca



Applicant Information:

Name: _____

Contact Number: _____

Email Address: _____

Boat Information:

Boat Name: _____

Overall Boat Length: _____ (Max 9.14 m or 30 feet)

Beam: _____ (Not greater than 3.048 m or 10 feet)

Type of Boat: _____

Reservation Request:

For Consecutive Dates:

Preferred Moorage Start Date: _____

Number of Days Requested: _____

For Non-Consecutive Dates:

Dates Requested: (Circle Dates)

June: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

July: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Aug: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Reservations for the next season will be accepted between June 1st - August 30th of the current year. To make reservation for the following season, contact the Caretakers @ the Bait Shack or email bearcove@porthardy.ca. Text messages, phone calls, and private facebook messages will not be accepted as forms of reservation.

After August 30th, requests for moorage reservations may be received at the Municipal Hall at 7360 Columbia Street or by email to general@porthardy.ca. Reservations are not guaranteed until confirmed by Caretaker and must be received by January 7th for the upcoming season.

DECLARATION:

I hereby acknowledge that I have read and understood the Bear Cove Marina Moorage Reservation Policy (AP2.4) and agree to abide by the terms and conditions outlined in the policy.

- Arrive at the dock by 6 p.m. on the day of your reservation or notify the Caretaker of your expected arrival time. No Shows will lose their entire reservation.
- Pay the moorage fee in advance or upon arrival, according to the current rates posted at the Bait Shack.
- Follow the rules and regulations of the Bear Cove Moorage Facility, as well as the Port Hardy Harbour Authority and Transport Canada.
- Respect the rights and privacy of other boaters and residents of the area.
- Be respectful of the Caretakers, Employees of the District and all users of the facility.
- Keep the dock and the surrounding environment clean and safe.
- Report any damage, vandalism, or emergency to the Caretaker or the District of Port Hardy.

Applicant's Signature: _____ Date: _____

<p>Internal Use Only</p> <p>Date received: _____</p> <p>Received by: _____</p> <p>Moorage agreement: Yes / No</p> <p>Insurance: Yes / No</p> <p>Business license: Yes / No</p> <p>Approval status: Approved / Rejected / Pending</p> <p>Comments:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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PORT HARDY BEAR COVE MOORAGE AGREEMENT

7360 Columbia Street ♦ PO Box 68
Port Hardy BC V0N 2P0 Canada
Telephone: (250) 949-6665 ♦ Fax: (250) 949-7433
Email: general@porthardy.ca



I _____, the undersigned, request moorage for the Vessel described as follows:

Vessel Name: _____ Length: _____ License/Registration No: _____

Owned by: _____ Authorized Agent: _____

Owner Contact Information:

Address: _____

Email Address: _____ Phone: _____

Cell Phone: _____ Emergency: _____

Authorized Agent Contact Information:

Address: _____

Email Address: _____ Phone: _____

Cell Phone: _____ Emergency: _____

Fee for use: _____ Proof of Insurance attached: _____

Comments: _____

AGREEMENT: the undersigned warrants they are authorized to sign this Agreement on behalf of the Owner or with approval from the Owner to act as the Authorized agent hereinafter referred to as the 'Licensee' and are party to this Agreement with the District of Port Hardy, hereafter referred to as the "District".

PAYMENT OF FEES: The Licensee agrees to pay the total of the monthly moorage fee and electrical fee above, plus applicable GST, in advance of each month. If the District's posted rates are selected above, the Licensee acknowledges having been advised by the District of what the posted rates are and agrees the posted rates may change. Any late payment due under this agreement will attract interest as posted by the Ministry of Community Services Circulars posted quarterly.

NON-TRANSFERABLE LICENSE TO MOOR: in exchange for prepayment of the above fees and taxes the District grants, solely to the Licensee the non-assignable permission to moor the Vessel as directed on property controlled by the District and subject to the terms and conditions of this Agreement.

TERMINATION: the District may terminate this Agreement in the following ways immediately for non-compliance with any terms of this Agreement of the District's rules or policies and procedures, on 7 days' notice when in the sole discretion of the District the Vessel's moorage is contrary to the best interests of other Licensees or the District, or otherwise on 30 days written notice. The Licensee may terminate this Agreement by providing 30 days' notice in writing to the District.

MAINTENANCE OF THE VESSEL AND PREMISES: the Licensee agrees to maintain the Vessel in seaworthy condition, and at the District's request, provide current marine survey confirming its seaworthiness. The Licensee shall ensure that it and its invitees do not damage any District property and at all times keep the District premises neat and orderly according to the direction of the District and maintain all dangerous substances in a manner as the District may direct.

MOVING THE VESSEL: the Licensee agrees the Vessel must at all times be able to move under its own power; and that the District may reposition the Vessel on District property at any time and the Licensee shall assist in doing so.

INSURANCE: the Licensee of vessels used for business use agrees to keep the Vessel insured with a minimum \$2,000,000.00 commercial Liability Insurance naming the District as additional insured while moored on District Property and to provide to the District, within 2 business days of demand, proof of such insurance.

IDENTIFICATION OF THE VESSEL AND CONTACT INFORMATION OF THE LICENSEE: the Licensee shall ensure 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 changes, to advise the District, in writing, of their new contact information, failing which the District may rely on the contact information provided above for any notice to be provided to the Licensee.

SERVICES TO THE VESSEL: the District reserves the right to disconnect or refuse water or electrical services to the Vessel at any time without notice. The District 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 past, present, and/or future claim(s) related to the provision of these services.

COMPLIANCE WITH LAWS, AND RULES OR POLICIES AND PROCEDURES: the Licensee agrees to comply and ensure the compliance of any invites of the Licensee, with all municipal bylaw and provincial and federal laws, and any rules or policies and procedures of the District set by the District from time to time and which are otherwise posted on the District's premises. The Licensee agrees "moor" and "moorage" in this agreement have the same meaning as "berthage" in the Fishing and Recreational Harbours Act and Regulations, and the Federal Courts Act.

BREACH OF THIS AGREEMENT: should the Licensee breach any term(s) of this Agreement or the District's rules, policies, and/or procedures, the Licensee agrees the District shall have the following remedies to exercise at its sole discretion, which shall survive the termination of this Agreement:
- To demand the Licensee immediately remove the Vessel from the District property. In the event the Licensee does not do so, the District may, but is under no obligation to, move the Vessel to a location of the District's choosing. The Licensee hereby: (i) agrees any cost associated with the moving or storage of the Vessel will form part of the District's lien under s.12(b)-(c) below; (ii) waives any past or present claim against the District for damages arising from the District's movement and storage of the Vessel, even in

the case of the District 's negligence; and (iii) agrees to hold the District harmless from any claims by third parties arising from the District 's movement and storage of the Vessel;

- To sell the Vessel and its contents as a Warehouse pursuant to the B.C. Warehouse Lien Act, through hereby agreeing that the District is not at any time a Bailee of the Vessel and has no duty to protect the Vessel from harm;

- To seize and sell the Vessel as a Garage Keeper pursuant to s.2-3 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 District property with amount owing under this Agreement the District is not voluntarily surrendering the Vessel for the purposes of the RLA or maritime law, and the District may re-seize the Vessel and sell it to satisfy its unpaid account and expenses (including legal expenses) without registering a repairers lien; and

- The Licensee agrees that any monies claimed by the District 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.

WAIVER AND INDEMNITY OF DISTRICT AND CROWN: the Licensee hereby agrees to waive and release the District and Her Majesty the Queen in right of Canada (the "Crown"), their employees and agents, from claims for loss, damage or expense, death or injury arising out of any acts of omissions (including negligence) of the District or the Crown in respect of this Agreement of the Licensee's use of the District's property or services. The Licensee agrees to hold harmless the District and the Crown from any claims of third parties arising out of the Licensee's use of District property.

NON-WAIVER OF RIGHTS: by at any time choosing not to enforce a term of this Agreement the District does not waive its right to, at any time, thereafter, enforce the same clause of this agreement.

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.

ENTIRE AGREEMENT: this Agreement, including any Schedules attached (note attachments under signature) and the rules or policies and procedures of the District, constitute the entire Agreement between the parties. No modifications/amendments shall be valid unless in writing and signed by both parties.

ACKNOWLEDGEMENT 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 District , and acknowledges that those rules or policies and procedures and posted rates can be reviewed at the office of the District during business hours, and that the Licensee has a duty to themselves and the District to keep themselves informed of those rules or policies and procedures, and any posted rates.

Owner/Authorized Agent
Signature: _____

District of Port Hardy
Signature: _____

Date: _____ Date: _____

Noted Attachment/Schedules:
