

HARBOUR AUTHORITY USER AGREEMENT

This agreement made the _____ day of _____, 20__ between the _____, hereinafter called "*The Harbour Authority*" of the first part and _____ hereinafter called "*The User*" of the second part.

The parties hereto agree and acknowledge as follows:

1. The User warrants that he is the owner, or the agent with authority of the owner, of the following Vessel (the "Vessel"):

Vessel Name:	CFV #:
Vessel Length:	Vessel Width:
Phone:	E-mail:

2. Please note that in case of an emergency/fire and by signing this user agreement, you are giving permission to have your vessel boarded by authorized persons.
3. You are required to abide by the Rules of Operation in effect for all harbour sites within the _____ leased areas during your stay; a copy of which is attached to this document and to which you acknowledge receiving upon signing of this user agreement.

I agree to abide by the Rules of Operation of the _____:

(Applicant's Signature)

(Date)

Harbour Rules of Operation

1. The Harbour Authority has the authority to take any and all action as deemed necessary to preserve the integrity of the harbour and to provide for safe and accessible harbour facilities,
2. All users must comply with applicable federal and provincial laws, regulations and rules and all municipal by-laws, as amended from time to time,
3. All users of the harbour shall abide by harbour rules and shall pay fees for services as determined and posted by the harbour authority,
4. No operations or work activity shall take place at the harbour without the written permission of the Harbour Authority. This would include any contractors carrying out work activity for the Harbour Authority and / or the users.
5. **The Harbour Authority can be reached at:** _____.
6. All users of the harbour and its facilities shall register with the Harbour Authority,
7. Harbour users shall not take any action or perform any operation that poses a threat to human life, endangers the structural integrity of the wharf, or impairs the marine ecosystem, harbour environment of fish habitat,
8. Any failure to abide by harbour rules could result in harbour access/services being denied and/or court action,
9. Outstanding accounts will not be tolerated by the Harbour Authority and could result in harbour access/services being denied and/or court action,
10. Harbour access may be limited during peak seasons and outside normal business hours,
11. Harbour users shall operate at the wharf at their own risk. The Harbour Authority is not responsible for any theft and/or damages made to vessels and/or equipment,
12. Fish equipment, traps, etc. may be stored in designated storage areas no earlier than 14 days prior to the fish season and shall be removed no later than 10 days after the season,
13. Vessels, floating devices, equipment and gear left abandoned on Harbour property will be disposed of by the Harbour Authority at the expense of the owner; the Harbour Authority is not responsible for any losses and/or damages as a result of such action,
14. Berthage and offloading in designated zones only and as per license agreements,
15. Vessels berthed alongside each other are asked to keep a clear and unobstructed way to shore,
16. The Harbour Authority reserves the right to move, relocate or remove vessels or equipment to meet harbour operational requirements and/or to respond to emergency situations,
17. Vehicle parking in designated areas only. Non-designated parking could result in vehicles being towed at the owners risk and expense,
18. Dumping of fish offal, old bait, garbage or debris in the harbour is not allowed at any time,
19. Dangerous fueling practices and hazardous waste oil disposal is not permitted at the harbour,
20. All waste is to be disposed of in designated waste receptacles,
21. Dangerous and unsafe situations must be reported immediately to the Harbour Authority.
22. It is the responsibility of the user to maintain a valid insurance policy for their vessel during the time in which they are within the leased area of the Harbour Authority.