



PORT ALBERNI PORT AUTHORITY Moorage Contract / Policy

Date: _____ **Moorage Period:** _____
Slip Number: _____ **Facility:** China Creek – 2011 Franklin River Rd.
 Clutesi Haven – 5104 River Rd. Harbour Quay – 2900 Harbour Rd.
 Fisherman's Harbour – 3140 Harbour Rd. Argyle Street / Water Street Wharf

Vessel Information		
Name of Vessel: _____ (print)		
Registration No: (K#) _____	Length: _____	
Port of Registry: _____	CFV: _____	
Boat Make: _____		
Insurance Provider: _____		
Owner/Representative Information		
Owner: _____	Phone: _____	
Emergency Contact: _____	Phone: _____	
Billing Address		
Street: _____		
City: _____	Prov: _____	Postal Code: _____

I, the undersigned, hereby acknowledge that I have requested used of the noted facility and agree to pay the associated charges. I have read, understood and do hereby agree to the terms and conditions sited in this contract.

Owner Signature: _____ Date: _____

Approving Manager: _____ Marina: _____

PLEASE MAKE A COPY FOR YOUR OWN RECORDS.

Terms and Conditions

It is understood and agreed by and between the parties hereto that this contract shall be binding upon the above described vessel owner and shall be subject to the following terms and conditions:

- 1) Wherever the word “Owner” appears, it shall refer to the person or persons or company indicated as the Owner above, notwithstanding that such a person, persons or company is or are not the legal owners of the boat referred to herein. Wherever the words “Port Authority” appear, they shall refer to the Port Alberni Port Authority.
- 2) The Owner of the vessel is responsible for making themselves familiar with all policy, regulations, emergency procedures and environmental procedures pertaining to the Port Authority.
- 3) No person is permitted to use their vessel as a residence while moored without written permission from the Port Authority. Live-Aboard vessels must be licenced or registered by Transport Canada as suitable for navigation, or any other floating type residence which serves as a principal residence of its owner. Live-Aboard vessel arrangements will only be permitted at the Fisherman’s Harbour. Boat camping privileges must be approved and reported to the Marina Manager, and all fees associated therewith must be paid in a timely manner.
- 4) The Owner acknowledges that the above named vessel is “seaworthy”, poses no environmental risk to the harbour, and shore power is not required to keep the vessel afloat. This moorage contract may be cancelled by the “Port Authority” at any time in the event that a vessel is unseaworthy while moored in the Port Authority facilities.
- 5) All applicable vessels must be clearly marked with the vessel name and registration number as required by law.
- 6) The Owner agrees that the charge for berthing and any other utilities and services supplied to the vessel are payable in advance of berthing the vessel and must be paid in cash, cheque/money order, debit, VISA or MASTERCARD.
- 7) The Owner has examined the premises and finds them satisfactory.
- 8) Moorage may or may not include preferential parking, as so determined by the Marina Manager at each respective facility. Annual tenants will have access to the launch ramps at both Clutesi Haven and China Creek upon providing the Owner’s name and moorage slip to the launch ramp attendant.
- 9) Owners in possession of a Parking Permit must have it prominently displayed on the dashboard of the Owner’s vehicle while parking at the designated Marina. Parking Permits entitle an Owner to park one vehicle per moored vessel. Agents, guests or invites of the Owner must abide by the parking regulations and costs the respective marina facilities.
- 10) The Owner shall report to the Port Authority, any change of address or telephone number.
- 11) Any change of ownership of the vessel must be reported to the Port Authority. Vessel berths are not included in the sale of a vessel unless sold to an immediate relative (i.e., son, daughter, or spouse only).
- 12) Should the Owners of a vessel decease, the vessel’s berth may be passed on to an immediate relative (i.e.: son, daughter, or spouse only) and said relative must be owner of the vessel. If berth is not utilized by an immediate relative, the boat must be removed and berth reassigned by Port Authority.

- 13) Owners are to notify the Marina Manager if vacating berth for a period longer than three (3) days such that the berth may be temporarily re-assigned. Re-assignment of berths will be solely the responsibility of the Marina Manger. Moorage fees from berth re-assignment will be retained by the Port Authority. Vessels will use the moorage areas assigned by the Marina Manager.
- 14) Owners will not make any additions to the moorage facilities or floats for the purpose of accessing vessels or constructing fender systems without the express consent of the Marina Manager.
- 15) Vessel Owners will not lend or distribute cardlock passes or gate access keys, and will ensure security gates are locked upon entering/exiting the marina.
- 16) Berths will be assigned to vessels based on length, which includes swim grids, motors, etc. Moorage is calculated on the overall length of the vessel or the moorage slip, whichever is greater.
- 17) The owner may carry out minor repairs to their vessel at the floats but no garbage or other litter shall be thrown overboard or left on the Port Authority's property except in the receptacles provided for such a purpose. No gasoline or other flammable liquids, oily rags or other combustible material shall be stored or left on the Port Authority's floats. Any spillage of environmentally hazardous substances shall be reported immediately to the Port Authority staff, and cleaned up immediately by and at the expense of the Owner. The Owner agrees to indemnify the Port 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 Owner, his/her servants, agents, invitees, or employees.
- 18) No fueling of vessels is permitted while at berth. Vessel fueling must occur at designated fuel floats. Day to day storage of fuel in transportable containers is not permitted within the marinas.
- 19) All electrical service connections between the Port Authority electrical outlets and the vessel, and all electrical equipment on board must conform to applicable electrical codes. Extension cords must be a minimum of 12 gauge if the cord is 75 feet or less and 10 gauge for cords longer that 75 feet. The Port Authority does not guarantee the continuity of utility services to a vessel, and specifically with regard to electrical service, does not guarantee the continuity or characteristics of such service and its compatibility with the vessel electrical circuit protector if any.
- 20) The Owners vessel shall not be moored in any manner that shall interfere with the mooring of or access to any other vessel.
- 21) The Owner and his/her agents shall not carry or permit to be carried on any activity that, in the opinion of the Port Authority or its Manager, may be detrimental to the safety or enjoyment of others using the Port Authority's facilities, or be deemed a nuisance or disturbance.
- 22) All persons using the facilities, whether the vessel owner, his agents, guests or invites, do so at their own risk, and agree to indemnify and hold harmless the Port Authority, its servants, agents, employees, or contractors from any loss, damage, or injury resulting from the acts or omissions of the Owner, his/her servants, agents invitees or employees.
- 23) The Owner shall be liable for loss, damage or destruction caused to the Port Authority property by the Owners vessel, whether under operation or care of the Owner or any other person on board with the Owners consent, and shall pay for any such damage within 30 days of receiving an account for the same.
- 24) All Owners are obligated to provide evidence of insurance by means of a "Certificate of Insurance". Failure to do so may result in denial of moorage. Port Alberni Port Authority must be notified in writing within 30 days of any changes made to Owner's Insurance.

- 25) The Owner, his agents and guests agree to abide by and be bound by the rules, regulations and rates established for the operation of the Port Authority.
- 26) The Port Authority reserves the right to rearrange the position of any vessel moored at the floats or as necessary for the efficient operation of the marina facility, or for other causes such as safety or emergency, without previous notice to the Owner of said vessel, and the Owner hereby appoints the Port Authority as his/her agent for such a purpose.
- 27) All vessels moored in the Harbour are at the Owner's risk, and the Port Authority shall not be responsible for any loss or damage sustained by such vessel or vessels unless the loss or damage sustained is caused by negligence on the part of the Port Authority or its employees.
- 28) In the event that the Owner fails to vacate the berth in the event of any breach of contract or non-performance of any of the other terms or conditions herein, or if the agreement is cancelled, the Port Authority shall have the right to seize the vessel, remove it from the berth area, and even though it is agreed that the Port Authority is not a bailee of the vessel and therefore not responsible for the care, custody or control of the vessel or equipment, the Port Authority may exercise a warehouse's lien and sell the vessel as if the Port Authority was a warehouse under the Warehouse Lien Act R.S.B.C. 1979; c427 which shall apply in total.
- 29) The Owner agrees to reimburse the Port 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.
- 30) The Port Authority may cancel this contract if the Owner, his agent or guests break the provisions of this contract and or any of the rules and regulations governing the Harbour. The owner shall upon cancellation remove his/her vessel from the Port Authority's facility.
- 31) The interpretation of this contract, its clauses and covenants will be at the discretion of the Marina Managers and the Port Authority.
- 32) Upon termination or cancellation of moorage, refunds will be calculated using the following formula:
Amount paid for Annual Moorage less the peak season charge for the time lapsed on current moorage year.

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