



HARBOUR AUTHORITY OF [_____]

USER LICENCE

LICENCE NUMBER:

LICENSEE:

CONTACT PERSON (if different from Licensee):

TELEPHONE # OF LICENSEE:

TELEPHONE # OF CONTACT PERSON:

CELLPHONE # OF LICENSEE:

CELLPHONE # OF CONTACT PERSON:

EFFECTIVE DATE:

EXPIRY DATE:

AMOUNT INVOICED:

INVOICING ADDRESS:

This Licence is issued to the above-named Licensee by the Harbour Authority of _____ (the "Harbour Authority") and authorizes the Licensee to conduct the AUTHORIZED ACTIVITIES as indicated in Section A subject to the TERMS AND CONDITIONS as described and indicated in Section B.

SECTION A: AUTHORIZED ACTIVITIES (check all that apply) See Instructions on inside cover for help to complete Section A

- Fish landings: total landed weight at _____ ¢ per lb/kg (circle one)
- Use of off-loading system (specify crane(s): _____) \$ _____ per unit/total (circle one) per week/month/year (circle one)
- Use of facility (description of use/facility: _____) \$ _____ per _____
- Use of Upland property (description: _____) \$ _____ per _____
- \$ _____ per unit/total (circle one) per week/month/year (circle one)
- Utilities (describe: _____) \$ _____ per _____
- Fuel Truck Access: \$ _____ per visit/year (circle one) and/or \$ _____ per kilolitre
- Special Event (description: _____) \$ _____ per _____
- Other (description: _____) \$ _____ per _____

SECTION B: TERMS AND CONDITIONS

1. The Licensee agrees to pay all fees governed by this Licence, including any electrical, fuel or other costs associated with the use of equipment, as and when required by the Harbour Authority. Fees in the amount of \$ _____ are due and payable **in advance or within thirty (30) days of receipt of the related invoice**, and such as the Harbour Authority may advise, in writing. All fees paid are non-refundable.
2. The Licensee is responsible for all taxes, rates and assessments arising out of the granting of this Licence.
3. The Licensee agrees to respect and comply with all applicable federal, provincial and territorial laws and regulations in addition to municipal bylaws that apply to this Licence as well as all Harbour Authority rules, policies and directives including those that may be introduced during the term of this Licence.
4. The Licensee shall comply with all applicable safety and environmental standards and regulations.
5. All equipment used at the Site must comply with applicable safety codes and standards.
6. The Licensee shall not introduce or permit the introduction of any harmful substance into the marine environment.
7. In case of emergency, the Licensee shall not restrict any access to the Site, by first responders, emergency personnel, employees or agents of the Harbour Authority or Small Craft Harbours.
8. The Licensee will be held responsible for any cost associated with damage to property, personal injury, or environmental contamination resulting from his/her use of the premises excluding usage the Harbour Authority deems to be related to normal wear and tear.
9. The operations of the Licensee must not interfere with the public use and operation of the Site.
10. The Licensee shall obtain, at its expense, a comprehensive general liability insurance policy against any claims for personal injury, death or damage to property satisfactory to the Harbour Authority covering all damages and loss resulting from the Licensee's operation or use of the Site. The policy is to be effective during the term of this Licence, and any renewal of it. The "Harbour Authority of _____" and "His Majesty the King in Right of Canada (as represented by the Minister of Fisheries and Oceans Canada)" shall be listed as additional insured.
11. Upon request, the Licensee shall provide to the Harbour Authority, a certified copy of the insurance policy with proof of premium payments. The Licensee shall immediately notify, in writing, the Harbour Authority of any changes to or cancellation of the policy.
12. This Licence may be cancelled upon notice being given at any time by either party. Termination is effective thirty (30 days) or as otherwise mutually agreed upon by the parties. Termination of this Licence does not negate any fees owing by the Licensee.
13. The Harbour Authority reserves the right to cease the provision of services, without liability, or terminate this Licence, by providing twenty-four (24) hours written notice, should the Licensee fail to comply with the conditions presented in this Licence.
14. Notwithstanding any provision of this Licence, if the Harbour Authority has reasonable grounds to believe that the activities authorized by this Licence may endanger the safety of the harbour or the public, the Harbour Authority may terminate this Licence, in writing and without notice.
15. Upon termination of this Licence, the Licensee must immediately remove, at the Licensee's own cost and expense, all of its equipment, and all structures erected by it on the Site and restore the Site to a condition satisfactory to the Harbour Authority.
16. In the event that, at the end of this Licence, the equipment or any structures that have been erected are not removed from the Site, the Harbour Authority reserves the right to relocate or dispose of them, even if this action is beyond the terms of this Licence. The Licensee acknowledges that they shall be responsible for all costs incurred and agrees to hold harmless and indemnify the Harbour Authority from and against all claims, penalties, suits, demands and actions, present and future, in connection with the removal of its equipment and any structures they have erected.
17. The Licensee cannot transfer or assign this Licence or any of its rights under this Licence.
18. The obligations of the Licensee under Sections 15 and 16 shall survive the expiration or termination of this Licence.

I have read this Licence, understand its contents, and agree to its terms and conditions.

For the Licensee

Date

For the Harbour Authority

Date

INSTRUCTIONS FOR HARBOUR AUTHORITIES:

Payment of licence fees:

The decision whether to make fees payable in advance or within thirty (30) days of receipt of the related invoice in Section 1 is the discretion of the Harbour Authority. The template should be adapted to reflect the Harbour Authority's preferred approach.

General liability insurance policy:

Section 10 of the template refers a minimum coverage required by the Harbour Authority in terms general liability insurance policy. Such coverage should be at least \$2,000,000 for personal injury, death or property damage covering all damages and loss resulting from the Licensee's operation or use of the Site."

However, if the specific activity or the risk of injury warrants, a higher amount of coverage should be required.