



CITY OF PORT ALBERNI

City Hall
4850 Argyle Street
Port Alberni, B.C. V9Y 1V8
Tel. (250) 723-2146 Fax: (250) 723-1003

1. PARTIES

This Moorage Licence Agreement (“Agreement”) is made between:

THE CORPORATION OF THE CITY OF PORT ALBERNI (“the City”)
and

Licensee Name: _____

Address: _____

Telephone: _____ Email: _____

Vessel Owner (if different): _____

Owner Address: _____

Owner Telephone: _____ Owner Email: _____

The Licensee represents and warrants that they are authorized to bind the Vessel Owner and that for the purposes of this Agreement, the term “**Licensee**” includes the Vessel Owner.

2. VESSEL INFORMATION

Details of Vessel including name, registration, LOA, and emergency contact.

Vessel Name: _____

TC Licence/Registration No.: _____

VRN/Identification No.: _____

Make/Model: _____

Length Overall (LOA): _____ ft/m

Beam: _____ Draft: _____

Emergency Contact (Name/Phone): _____

The Licensee must immediately notify the City in writing of any change to Vessel information, ownership, emergency contacts, or contact information.

3. GRANT OF LICENCE

3.1 Licence, Not a Lease.

The City grants the Licensee a revocable, non-exclusive, non-transferable licence to moor the Vessel at Clutesi Haven Marina (“the Marina”). This Agreement does not constitute a lease, tenancy, or property interest.

3.2 No Bailment; No Duty to Safeguard

No bailment is created. The City does not assume care, custody, or control of the Vessel, its equipment, contents, or any other property. The City has no duty to monitor, secure, protect, or supervise the Vessel or the Licensee’s use of the Marina.

3.2 City Control

The City may assign or reassign moorage, relocate the Vessel, or modify access or configuration of the Marina at any time for operational, safety, maintenance, emergency, or public-interest reasons.

3.3 No Assignment / No Sharing / No Sub-Licensing

The Licensee must not assign, transfer, sub-license, share, or otherwise permit any other person to use the Moorage or the Vessel at the Marina without the City's prior written consent, which may be withheld in the City's sole discretion. Any purported transfer without consent is void and is a default.

4. TERM

4.1 Term

This Agreement is for a term of one (1) year commencing March 1, 2026 and ending February 28, 2027 [the "Term"].

4.2 No Renewal Right

Expiry of this Agreement does not create any right to renew. Any renewal is at the City's sole discretion and may be subject to updated terms, fees, insurance requirements, and compliance history.

4.3 No Holdover

If the Vessel remains at the Marina after expiry or termination, the Vessel is unauthorized. Without limiting the City's rights, the Licensee must immediately remove the Vessel and will pay an unauthorized moorage charge equal to [2x the posted daily transient moorage rate] (or such other charge set by the City) for each day (or part day) the Vessel remains, plus all enforcement costs.

4.4 Deemed Surrender for Extended Absence

If the Vessel is absent from the Marina for more than [30] consecutive days without prior written notice to the City, the City may treat the Moorage as surrendered and may reassign it, without compensation.

5. FEES, DEPOSITS, AND PAYMENT

5.1 Fees Payable in Advance

The Licensee must pay in advance all applicable moorage fees, service fees, key/access fees, deposits, administration fees, penalties, and applicable taxes in accordance with the City's Fees and Charges Bylaw and posted rates, as amended from time to time.

5.2 Annual Payment

Annual moorage fees are due in full on or before March 1, 2026. A grace period will apply, extending the payment deadline to March 31, 2026, to accommodate transfer related delays.

Clutesi Haven Marina does not offer Commercial Fishing Vessel (CFV) rate categories.

5.3 Interest; Collection Costs; No Set-Off

Overdue amounts accrue interest at 1.5% per month (18% per year), calculated monthly, from the due date until paid. All overdue amounts are a debt due to the City. The Licensee must pay all costs of collection, including contractor costs and legal fees on a solicitor-client basis. The Licensee must pay all amounts owing when due without set-off, deduction, or withholding.

5.4 No Refunds

6. ACCESS, KEYS, AND SECURITY

6.1 Keys/Access Devices are City Property

Any keys, fobs, cards, or other access devices provided by the City remain City property and are provided solely for the Licensee's use.

6.2 No Copying / No Sharing

The Licensee must not copy, loan, share, transfer, or permit use of any keys/access devices by any other person.

6.3 Lost/Unreturned Keys; Rekeying

Lost or unreturned keys/access devices will be charged at the City's replacement cost and any rekeying cost, plus an administration fee of \$50.

6.4 Suspension/Deactivation

The City may deactivate access devices and/or require return of keys at any time, including non-payment, breach, safety/security reasons, or operational needs.

6.5 Responsibility for Guests/Invitees/Contractors

The Licensee is responsible for the conduct of all guests, invitees, and contractors, and any breach by such persons is deemed a breach by the Licensee.

7. TERMINATION

7.1 Immediate Termination by City.

The City may terminate immediately for:

- a) Non-payment;
- b) Any breach of this Agreement;
- c) Violation of laws, regulations, or City policies;
- d) Unsafe, derelict, or non-seaworthy conditions;
- e) Environmental risk, pollution, or spill;
- f) Disorderly, unsafe, or disruptive conduct;
- g) False or misleading information.

7.2 Termination on Notice.

The City may terminate:

- On 7 days' notice if continued moorage is contrary to the interests of the City or other users;
- On 30 days' notice for any reason, including operational needs.

7.3 Licensee Termination.

The Licensee may terminate with 30 days' written notice and must remove the Vessel on or before the termination date.

7.4 No Refunds

Fees are non-refundable unless expressly authorized by the City.

8. VESSEL CONDITION

8.1 Seaworthiness

The Vessel must remain safe, seaworthy, and able to move under its own power at all times. The City may require a marine survey as proof of seaworthiness.

8.2 Condition of Marina Property

The Licensee must prevent damage to City property and keep the area neat, orderly, and free of hazards.

8.3 Repairs / Works

The Licensee must not conduct sanding, grinding, spray painting, or other works that create dust, debris, or contamination except as expressly authorized in writing by the City and only in compliance with City rules and applicable law.

9. ENVIRONMENTAL PROTECTION

9.1 No Discharge / Pollution

The Licensee must not discharge or permit the discharge of sewage, greywater, oily bilge, fuel, or any contaminant at the Marina. The Licensee must immediately notify the City of any spill, sheen, or release (actual or suspected) and must take all actions required by law and as reasonably directed by the City.

9.2 Costs of Response

The Licensee must reimburse the City for all costs and expenses arising from any spill, release, contamination, cleanup, remediation, professional fees, disposal, reporting, and response actions relating to the Vessel or the Licensee's use of the Marina.

9.3 Hazardous Materials

Hazardous materials (including fuels, oils, batteries, and propane) must be stored, handled, and disposed of only as permitted by law and City rules.

10. MOVEMENT, TOWING, AND EMERGENCY ACTION

10.1 City Right to Move / Secure [No Bailment]

The City may move, tow, secure, board, pump, connect lines, or otherwise take steps the City considers reasonably necessary for the safety, security, operational needs, maintenance, emergency response, enforcement, or to prevent damage or environmental harm.

10.2 Licensee Cooperation

The Licensee must assist and cooperate when requested. If the Licensee does not respond or cannot be reached, the City may proceed without the Licensee.

10.2 Cost Payable Immediately

All costs incurred by the City (including contractor costs, staff time, equipment, storage, lift/haul-out, towing, disposal, and administration) are payable by the Licensee immediately upon demand and may be added to the Licensee's account.

11. UTILITIES

11.1 Interruption/Disconnection

The City may disconnect, interrupt, refuse, or limit electrical or water service at any time without notice.

11.2 No Warranty; Assumption of Risk

The City does not warrant continuity, quality, capacity, compatibility or safety of utilities. The Licensee assumes all risk of loss or damage arising from outages, fluctuations, interruptions, or power surges, to the extent permitted by law.

12. INSURANCE

12.1 Minimum Coverage

- The Licensee must maintain, at their expense, insurance for the Vessel throughout the Term with an insurer licensed in Canada and acceptable to the City, including: Commercial General Liability [marine liability] with limits of not less than \$2,000,000 for vessels 18 feet or less and \$3,000,000 for vessels over 18 feet per occurrence, or higher if required by the City;
- Must include wreck removal coverage sufficient to cover full removal/disposal costs; and
- Sudden and accidental pollution coverage.

12.2 Additional Insureds, Primary and Non-Contributing

The City, its elected officials, employees, and agents must be named as Additional Insureds. The Licensee's insurance will be primary and non-contributing with respect to any insurance carried by the City.

12.3 Proof of Insurance.

The Licensee must provide proof of insurance within 2 business days of City request and upon commencement and renewal. Failure to maintain insurance is a fundamental breach and grounds for immediate termination and enforcement action.

13. IDENTIFICATION

13.1 Display Requirements

The Vessel must clearly display its name and licence/registration number as required by law, and must display emergency contact information as required by the City.

13.2 Updated Contact Information

The Licensee must update contact information immediately in writing.

14. PROHIBITIONS

14.1 Liveboards Prohibited

Use of a vessel as a residence or for liveaboard purposes is strictly prohibited at Clutesi Haven Marina, per the Marina Rules and Policies.

14.2 Vessel Camping/Sleeping on Board Prohibited

Sleeping on vessels or using vessels for overnight accommodation is prohibited unless expressly authorized in writing by the City.

14.3 Overnight Camping Prohibited (Land-Based or Vehicle-Based)

Overnight camping, including RV or vehicle camping, is strictly prohibited at Clutesi Haven Marina. Unauthorized RV or vehicle overnight stays may be subject to penalty fees, towing, or removal at the Licensee's cost.

15. COMPLIANCE

15.1 Compliance with Laws

The Licensee must comply with all applicable federal, provincial and municipal laws, regulations and requirements.

15.2 Marina Rules and Policies Incorporated

The Licensee must comply with all City rules and policies for the Marina, as amended from time to time (the "Marina Rules"). The Marina Rules are incorporated by reference and form part of this Agreement. Any breach of the Marina Rules is a breach of this Agreement.

16. DEFAULT, ABANDONMENT, AND ENFORCEMENT

16.1 Events of Default

Each of the following is a default: non-payment; breach of this Agreement or Marina Rules; failure to maintain insurance; providing false or misleading information; unsafe, derelict, or non-seaworthy condition; environmental risk or pollution; illegal activity; or any conduct the City reasonably determines creates a safety, operational, or security risk.

16.2 Immediate Termination/Suspension

Upon default, the City may immediately terminate this Agreement and/or suspend access, disconnect utilities, and take enforcement action without further notice, in addition to any other rights.

16.3 Abandoned or Derelict Vessel

The City may treat a Vessel as abandoned or derelict if: (a) amounts owing are unpaid for more than [30] days; (b) the Licensee cannot be reached after reasonable attempts; (c) the Vessel is unseaworthy or poses a safety/environmental risk; or (d) the Vessel remains after expiry/termination. The City may remove, store, secure, and take further steps including disposition as permitted by applicable law. The Licensee remains liable for all related costs and any shortfall.

16.4 No Liability for Enforcement Action

To the extent permitted by law, the Licensee releases the City from claims arising from enforcement actions taken in good faith under this Agreement, and the Licensee indemnifies the City from third-party claims arising from such actions.

17. RELEASE, INDEMNITY, AND LIMITATION OF LIABILITY

17.1 Release

To the extent permitted by law, the Licensee releases the City from all claims, demands, losses, costs, and expenses arising out of or related to the Vessel, the Licensee's actions, or use of the Marina, including negligence.

17.2 Indemnity

The Licensee will indemnify and save harmless the City, its elected officials, employees, and agents from and against all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising from: (a) the Vessel (including its condition, operation, movement, sinking, fire, or contents); (b) any spill, contamination, or environmental harm; (c) the Licensee's breach of this Agreement; and (d) the acts or omissions of the Licensee or any person permitted access by the Licensee.

17.3 Limitation of Liability

To the extent permitted by law, the City will not be liable for any indirect, special, incidental, or consequential damages, including loss of use, loss of profit, or business interruption.

18. PARKING

Parking and boat launching are provided at no charge at this time. The City may amend these provisions at any time, changes will be communicated in advance.

19. NOTICES

Notices may be delivered by email, personal service, or mail to the contact information provided above. Email notices are deemed received when sent (unless the City receives an automated “undeliverable” notice). Notices posted on the Vessel are deemed received on the date of posting.

20. GENERAL

20.1 Non-Waiver

Failure to enforce a provision does not waive future enforcement.

20.2 Severability

If any provision is invalid, the remaining provisions remain in effect.

20.3 Entire Agreement

This document forms the entire Agreement. Amendments must be in writing and signed by the City

20.4 Survival

Sections concerning payment obligations, interest, collection costs, environmental obligations, enforcement costs, release, indemnity, and limitation of liability survive expiry or termination.

20.5 Governing Law

The laws of British Columbia apply.

SIGNATURES

Licensee:

Name: _____

Signature: _____

Date: _____

Vessel Owner (if different):

Name: _____

Signature: _____

Date: _____

City of Port Alberni:

Authorized Signatory: _____

Signature: _____

Date: _____