

Digby Harbour Port Association

P.O. Box 1792
Digby, NS B0V 1A0
Ph: 902-245-1867
Email: info@portofdigby.ca

Vessel Berthage Agreement (the “Agreement”)

Permission is Hereby Granted by the Digby Harbour Port Association (DHPA)

To:

AGREEMENT -

Vessel Name:	
Vessel Owner's Name	
Official Registry Number:	
Insurance/Broker Policy#	
CSI Expiry Date	

Billing Information

Contact Name:			
Mailing Address:			
Phone Numbers	(w)	(c)	(fax)
Email Address			

Vessel Captain		
Phone Numbers	(h)	(c)
Email Address		

Purpose of Agreement: To provide for the berthage of your vessel at the Port of Digby Fishermen’s Wharf (the “Wharf”), upon terms and conditions to be determined at the sole discretion of the DHPA and as expressed hereinafter. The Agreement Term runs from January 1 to December 31 of the year in which it is signed and continues in effect for a five (5) year duration.

The Vessel owner accepts and covenants to perform and adhere to the Terms and Conditions contained herein. The Licensee further agrees and covenants to abide by the Notice of Tariff Rates for the Wharf which Notice is attached to this Agreement as Appendix 1 and forms part of this Agreement.

The undersigned agrees and confirms that the Licensee has read and that the Licensee understands this Agreement and that the Licensee has had the opportunity, if so desired, to seek independent legal advice. The Licensee or the individual signing on behalf of the Licensee confirms that they have full legal authority to sign this Agreement and to be legally bound as a result of so signing the Agreement.

Dated the _____ day of _____, 20__, at Digby, Nova Scotia

COMPANY	
PER: (signature)	
(printed)	

OR

INDIVIDUAL ON HIS/HER OWN BEHALF (signature)	
(printed)	

DIGBY HARBOUR PORT ASSOCIATION (DHPA)	
PER: (signature)	
(printed)	

Digby Harbour Port Association

Vessel License Terms and Conditions

1. The Licensee agrees to pay to the Licensor a fee in the amount based on the current fee structure, plus HST (15%) (the “Fee”) for use of the Wharf.
2. The Licensee is not permitted to transfer, or assign, or sub-license the License or any part thereof, without the prior written consent of the Licensor.
3. The Licensee shall maintain comprehensive general liability insurance coverage to a minimum of \$2 million covering, inter alia, personal injury, death, property damage, removal of wreck, gear while stored ashore and pollution liability. The policy is to be effective during the License Term.
4. The Licensee agrees and covenants to provide the Licensor written proof in a form acceptable to the Licensor from the Licensee’s insurance broker of the necessary comprehensive general liability insurance coverage within 30 days of signing this Agreement. A breach of either clause 3 or clause 4 of this Agreement shall automatically void this License immediately and the Licensee and the Licensee’s property at the Wharf shall be subject to clause 5 hereof.
5. Upon expiration of this License, or where terminated early due to breach of any term or condition of this Agreement by the Licensee, the Licensee covenants and agrees to immediately remove, at the Licensee’s sole and exclusive cost, all of the Licensee’s equipment, vessel(s) and all structures of any kind erected by the Licensee on or at the Wharf, and leave the Wharf in a neat and tidy condition, and to the satisfaction of the Licensor.
6. If the Licensee fails to fulfill its obligations under clause 5 hereof, the Licensee understands, and agrees that for commercial, safety and environmental reasons, the Licensor may enter upon any property, including the vessel owned by the Licensee and remove any equipment, vessel or structures, belonging to the Licensee. In all such cases, the Licensee understands and agrees that the Licensee shall be held solely and exclusively liable for all cost and expenses, including administrative expenses, connected with the removal and disposal of the equipment, vessel or structures. In addition, the Licensee agrees and covenants to indemnify and save harmless, the Association, its directors, employees, independent contractors and members from any liability for damage or loss caused to the Licensees property that may arise either in the course of its removal, or at any other time or place thereafter.

7. The Licensee recognizes and agrees that in the event of an emergency, the determination of which shall be at the exclusive and sole discretion of the Licensor, the Licensor is entitled to enter upon any property of the Licensee including the Licensee's vessel and to move the Licensee's property to preserve the safety of the Licensee's property, the safety of the Wharf, and/or the safety of other licensees' property located at the Wharf. The Licensee further covenants and agrees to release, indemnify and save harmless the Licensor from any loss, damage, or expense that may accrue to the Licensee or the Licensee's property as a result of this clause.

8. The Licensee agrees to not knowingly cause, or directly or indirectly conduct any operation that may potentially damage the Wharf, its property, fixtures and anything attached thereto. The Licensee understands and agrees that the Licensee shall be held legally liable for any damage to the above as a result of the Licensee's use of the Wharf and/or any of the Wharf facilities, regardless of whether such damage be considered the result of a wilful and deliberate act on the part of the Licensee, or negligence of the Licensee or pure and simple accident.

9. The Licensee covenants and agrees to release, indemnify and save harmless the Licensor from and against all claims, demands, and suits, present and future, for damage to any of the Licensee's property at the Wharf caused by the Licensor in an emergency, where the condition of "emergency" is determined at the sole and exclusive discretion of the Licensor.

10. The Licensee covenants and agrees not to carry on any commercial enterprises nor alter the premises, nor live aboard their vessel(s) without the Licensor's prior written permission.

11. The Licensee recognizes and agrees that the Licensor is not a bailee and is not responsible for the care, custody or control of the Licensee's property kept at the Wharf in accordance with this Agreement. The Licensor shall not be liable for any loss, damage or expense, including loss of use, that a bailee may be liable for.

12. The Licensee agrees to comply with and abide by any reasonable request which the Licensor may make for temporary or permanent removal of their property, vessel, equipment or structures.

13. The Licensee is responsible for all taxes, rates and assessments arising out of the granting of this License and this License does not create an interest in land or in any other part or the Wharf property.

14. The Licensee agrees to comply with all applicable federal and provincial laws, statutes, regulations and rules and municipal bylaws as amended from time to time, including those as specified by the Association. The Licensor reserves the right to revoke this License for non-compliance of any of the aforementioned laws without obligation to refund the Fee or any part thereof. The Licensee further agrees to save harmless and indemnify the Licensor, its directors, employees and members from any and all fines, penalties and any other sums of money that may become due and owing by the Licensor as a result of any activity of the Licensee that contravenes any federal, provincial or municipal laws.

15. The Licensor and the Licensee recognize that in the ordinary course of operations pollutants, flammable and hazardous material may be aboard the Licensee's vessel. The Licensee shall stow and look after such material in a seamanlike manner, to the satisfaction of the Licensor and in accordance with any directives issues by the Licensor.

16. All vessels at the Wharf shall have permanently affixed and visible from the outside, the vessel's name, Port of Registry and Official Number.

17. This License does not convey to the Licensee any right to erect or install permanent or temporary structures or equipment on the Wharf without the prior written permission of the Licensor.

18. The Licensee is responsible for the appropriate disposal of any garbage, refuse, waste oil and fishing equipment in compliance with all applicable federal, provincial and municipal laws. Disposal facilities are located on the Wharf. In the event that the Licensee fails to abide by proper disposal procedures, a fine will be assessed and charged as stipulated in the Notice of Tariff Rates.

19. The Licensee hereby agrees and covenants to indemnify, save harmless and to release the Licensor, its officers, directors and employees from any claims, actions, costs, suits and demands which the Licensee may have against the Licensor or its officers, directors and employees for any damages including injury, loss of use or death whatsoever, which may be suffered by the Licensee during the License Term and which may arise from the use of the Wharf facilities by the Licensee.

20. For greater certainty, the Licensee covenants and agrees to indemnify and save harmless the Licensor, its directors and employees from any claims, actions, costs, suits and demands which any passengers, employees, crew members, helpers and/or family members which may accompany the Licensee from time to time may be entitled to bring.

21. This License is hereby granted to the Licensee entity only as previously described.

APPENDIX ‘A’
NOTICE OF TARIFF RATES - VESSELS

Digby Harbour Port Association (the “Association”)

Notice of Tariff Rates for the Port of Digby Fishermen’s Wharf (the “Wharf”)

Schedule of Rates
Effective April 30, 2023

These rates apply to the Wharf and are required to offset the costs of day-to-day operations of the facility as well as the long term maintenance of the structure.

This Notice of Tariff Rates is subject to change at the sole and exclusive discretion of the Association, but the Association will make every reasonable effort to provide users of the Wharf facilities with 30 days advance notice of any change.

1) BERTHAGE RATES

Berthage rates are calculated based on a vessel’s registered length multiplied by its registered width (subject to change).

September 2022	Floating Docks	Main Wharf
Weekly	1.38 /m2	1.30 /m2
Monthly	4.16 /m2	3.82 /m2

2) STORAGE RATES

No storage rates are applicable to the Wharf as no storage of fishing gear or goods of any kind or nature is allowable at any time, with the exception of lobster traps and associated gear. Lobster traps and associated gear may be stored, with coordinated permission from DHPA, one (1) week prior to the commencement of the lobster season. The Association reserves the right to designate the storage area for lobster traps and associated gear. Lobster traps and gear must be removed one (1) week following the termination of the lobster season, or sooner, if instructed by DHPA. Failure to remove traps will result in \$200 per day administrative charge, and potentially removal by DHPA with costs billed to the company.

3) HOIST BUILDING RATES

A) Hoist buildings will be charged \$1,500.00 plus HST annually.

B) A reduction of \$100.00 annually will be credited to hoist buildings that do not have power.

4) VENDOR LICENSE RATES

A) All welding, mechanic, boom truck, engine repair and electronic companies will be charged \$1,500.00 plus HST annually. This fee will include a permit for one vehicle. Additional vehicle permits will be charged at \$1,000.00 per vehicle annually.

B) Fuel companies will be charged \$5,000.00 plus HST annually to conduct business on the Wharf.

- C) Dockside monitoring companies will be charged \$1,500.00 plus HST annually.
- D) Product buyers that do not own boats berthed at the Wharf will be charged \$1,500.00 plus HST annually.
- E) Daily Vendor rates will be \$100 a day for service vehicles, dockside monitoring companies and product buyers. Daily vendor rates are not applicable to fuel companies.
- F) Service trucks with more than 3 axles will be charged \$150 daily for use of the Wharf. This rate is not applicable to fuel companies.
- G) A monthly vendor fee of \$400 is also an option. This rate is not applicable to fuel companies.

5) ADMINISTRATIVE CHARGES

Charges are applicable to the following actions. All charges will be sent to the vessel's owners for payment.

- A) Tying to ladders and other non-mooring structures is strictly prohibited. The vessel's owner will be held responsible for any damage to the wharf and subject to an administrative charge of \$200 plus HST.
- B) No garbage or waste of any kind including but not limited fishing equipment, waste oil and other fluid is to be left on the wharf. An administrative charge of \$200 plus HST will be applied for noncompliance. Any fees, costs, or labour required for cleanup will be added to the charge.
- C) There is to be no extended parking on the Wharf. Quick stops to check on your vessel are permitted. There is absolutely no parking in front of the garbage dumpster at any time. Failure to comply with these regulations will result in your vehicle being ticketed and/or towed at your expense.
- D) Berthage at floating docks, including workslips, is by assignment only. Berthing at a floating dock or workslip, without permission is an administrative charge of \$200 per day or part thereof.