



Pointe-du-Chene Harbour Authority Inc.

64 Pointe-du-Chene Wharf Road
 Pointe-du-Chene, NB E4P 4V8
 Tel: (506) 532-8265

Berth / Mooring Rental Contract

BETWEEN: Pointe-du-Chene Harbour Authority Inc. (referred as "Wharf") AND:

Full Name (referred as "Owner")	Berth #	Inside Marina	Pan Am Marina
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Street Address	Town/City	Province/Postal Code
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Home Phone #	Cell Phone #	E. Mail Address
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Insurance Carrier	Insurance Policy Number	Expiry Date
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Vessel Name	Power	Sail
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Year	Make / Model	Trailer Plate
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In consideration of the mutual covenants contained herein, the Wharf and Owner agree to carry out their respective obligations as set out in this agreement and agree to the terms, period and rental rate for the berth / mooring of the Vessel as follows:

From: May ____, 20____ To Expiry September 25, 20____ Berth/Mooring Rate: \$_____ plus HST

- 1) The term "Wharf" wherever used herein shall refer to Pointe-du-Chene Harbour Authority Inc.
- 2) The term "Owner" wherever used herein shall refer to the lawful Owner of the Vessel, or the person acting as the authorized agent for the Owner of the Vessel named on the contract.
- 3) The Term "Vessel" wherever used herein shall include any trailer, mast, outboard engine, equipment, appurtenances etc. of the Vessel named on this contract.
- 4) The signature of the Owner on this Contract shall create a binding contract between the Owner and the Wharf. The Owner represents by his signature on the Contract that he hereby requests and orders the services described on this contract, subject to the terms and conditions set forth and part of this contract.
- 5) The Owner covenants and warrants that the Vessel is fully insured for any and all loss or damage during the term of the contract with the Wharf.
- 6) The Owner agrees that the period may not be extended beyond the expiry date each year without the prior written approval of the Wharf and further agrees that failure to remove the vessel on the expiry may incur an additional for each additional day the vessel remains in the Wharf beyond the expiry date.
- 7) The Owner agrees that the wharf shall not be held liable or responsible for any loss, damage or injury to, or caused by the Vessel arising from any cause whatsoever during the term of this contract. Further it is agreed that the services included in this contract do not include any type of on site security, and the Wharf shall not be liable to the Owner of the Vessel for any theft, vandalism, or other criminal acts of any kind.
- 8) The Owner and the Vessel shall defend, indemnify and hold harmless the Wharf, its members, management or employees from any claims, demands, liability, causes of action, judgements and executions arising directly or indirectly out of the Contract.
- 9) The Owner agrees that, in the event that it is necessary for the Wharf to employ an attorney to enforce any provisions of this agreement, the Owner shall pay the Wharf's reasonable attorneys' fee and expenses.
- 10) It is agreed that all amounts payable are non-refundable after they have been received by the Wharf in good faith. All invoices shall be due and payable at the time rendered in the fall and in all cases must be paid before the Vessel or any of its equipment leaves the Wharf. The Wharf shall have the right to refuse to release, surrender, or deliver possession of the Vessel without process of law, unless fully paid therefore. Any expenses for hauling, launching and storing of the Vessel in the process of securing payment shall be the responsibility of the Owner. Vessels held in the Wharf beyond the expiry date shall incur the additional charges provided for in this agreement.

I have read the above contract, understand that I am responsible for an additional charge if the vessel remains in the Wharf beyond expiry, and agree to all the terms and conditions stated above and on the verso of this contract.

Customer Signature and Print Name

Date

(The Owner has read and agrees with all of the information on the front and reverse side of this contract)

PDCHA Rights and Obligations

1. The interpretation of these Rules and Regulations rests exclusively with PDCHA. The PDCHA interpretation will be provided to the Owner upon request.
 2. The Owner must notify the PDCHA of any planned absence that exceeds forty-eight (48) hours and the PDCHA reserves the right to rent Owner's rented space during the period that the assigned vessel is absent or during such period as the Owner has informed PDCHA said vessel will be absent.
 3. For any safety/public health related issue or any special event approved by the Board of Directors, the PDCHA reserves the right to temporarily close and/or restrict access to all or part of the Wharf and/or any part of its facilities including but not limited to the berth named in this rental agreement.
 4. The PDCHA has no responsibility, financial or otherwise, to move the Owner's boat and/or assets under any circumstances. However, should the movement of the Owner's boat be required to protect any asset, berth, dock or mooring owned or controlled by the PDCHA then the PDCHA may undertake such a move at the Owner's expense.
 5. This agreement is for the use of the rented berth/mooring/docks space only and such space is to be used at the sole risk and responsibility of the Owner. The PDCHA shall not be liable for the care or protection of the vessel, its gear, equipment or contents, or for loss or damage of any kind or nature to the vessel, its contents, gear or equipment howsoever occasioned. The PDCHA makes not warranty of any kind as to the condition of its docks, walks, wharves, gangways, moorings, gear and equipment, nor shall the PDCHA be liable for injuries to the person or persons or property of the Owner, his/her agents, employees, guests and/or invitees from any cause or circumstance.
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Owner Rights and Obligations.

6. Owner must meet or exceed all laws, rules and regulations related to their vessel and/or the operation and/or use of the marine berth/mooring rented under this agreement as dictated by the PDCHA and/or all municipal, regional, provincial and federal legislative bodies. This includes but is not limited to all environmental laws and regulations.
 7. The Owner's privilege of living aboard the vessel is not expressly given, but will not be unreasonable withheld. If given, this temporary right may be removed and/or rescinded at any time by the PDCHA at its discretion. Failure to comply with PDCHA directives within 24 hours of receiving notice to cease living aboard constitutes a breach of this agreement. The Owner may not assign the right to live aboard their vessel without PDCHA approval nor is anyone but the Owner allowed to live aboard the vessel when the Owner is not present.
 8. Other than for brief periods (not to exceed 15 minutes) for loading items onto or off of the Owner's boat, the Owner shall not place supplies, materials, accessories, provisions, garbage or debris on the walkway, finger dock, main dock or any other PDCHA property and shall not construct and/or place any lockers, chest, cabinets or in any way make changes any PDCHA assets without permission from the PDCHA.
 9. The Owner has no rights to electrical access or use.
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Restrictions and Limitations

10. This contract has no specific or implied right of renewal. Specific requests for future berth rentals will be evaluated on a berth-by-berth and year-by-year basis. The PDCHA has complete authority over the assignment of berths.
 11. The Owner may not sell, assign, rent, sublet or in any way allow his berth to be used by others without the approval and/or consent by the PDCHA. This includes but is not limited to the tying or rafting or another boat to the Owners boat or their rented berth or mooring. The sale, transfer, loan or lease of the boat named in this rental agreement does not allow the new owner, purchaser, renter or leaser any berth rights.
 12. The Owner understands that no refund, reimbursement or other financial remedy is due or available for any portion of berth space or mooring or reservation not used.
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Insurance

13. a) The Owner agrees to cause all of the Owner's and Owner's guest's property associated with this berth/mooring rental to be covered by sufficient all risk insurance and casualty and public liability insurance (\$1,000,000.00 minimum) and to cause said policies to contain a waiver of subrogation clause in favor of PDCHA. The Owner understands that the PDCHA does not provide hazard insurance or any insurance to cover any loss, damage or theft of any property stored at or on PDCHA property. PDCHA is not responsible for any personal injury to the Owner, guests or the Owner or any third party, regardless of the cause or nature of the injury. The Owner agrees to hold the PDCHA harmless from any liability, loss or obligation on account of or arising out of any such injury or loss, however occurring.
 - b) Prior to entering the water via PDCHA property and prior to berthing/mooring the Owner's boat, the Owner shall provide proof of sufficient insurance as referred to in paragraph 3(a) and for a term that covers the rental period.
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Environmental Considerations

14. While on the land or in the water controlled by the PDCHA, which includes the water containing the berth rented by the Owner and all land surrounding and/or adjacent to that water, the Owner shall not allow their vessel to be fueled by any person or in any way other than by the staff of the PDCHA at the PDCHA's designated fueling station/dock. The fact that no PDCHA staff is available and/or the fueling station is closed and/or the fueling station storage tank is empty does not change the Owner's obligation under this clause. Any deviation from the intent of its clause shall be considered a serious breach of this rental agreement.
 15. No person shall dump, deposit, drain, discharge, or otherwise dispose of any waste, oil, inflammable liquids, oily bilges, or any other material and/or toxic liquids into the waters of the PDCHA basin and/or land controlled by the PDCHA and/or the waters of Shediac Bay. Any charge laid by any government official for doing so outside of the land and/or water controlled by the PDCHA shall be considered a breach of this rental agreement.
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Termination

16. This agreement may be terminated by the PDCHA at its option, with no refund or restitution due to the Owner, upon the occurrence of any of the following conditions:
 - a) Damage to the berthing, mooring, and/or docking facilities rented by the Owner, whether accidental or intentional;
 - b) Breach on the part of the Owner of any term or condition of this agreement, including the violation of any rule or regulation referred to in this agreement;
 - c) Non-compliance with any part of the Safe Boating Guide published by the Canadian Coast Guard and/or Transport Canada;
 - d) Behavior by the Owner or any of the Owner's guests that is contrary to the positive goals, objectives and family-oriented tourism nature of the PDCHA and the Wharf facility. Such actions include but are not limited to excessive noise, public consumption of alcoholic beverages on any dock or wharf land, acts of theft or vandalism, willful polluting, inappropriate indecent exposure of any kind, inappropriate physical behavior loud use of profane language, unauthorized use of any kind of any PDCHA facilities including the fueling docks and/or boat berths not rented by the Owner, and failure to heed any warnings issued by any PDCHA authorized security personnel.
 17. In the event this agreement is terminated by PDCHA in accordance with paragraph 15(a), 15(b), 15(c), and/or 15(d) hereof or for non payment of rent when due, PDCHA may remove the vessel from its berthing/mooring space at the Owner's expense and retake possession of the berth and/or mooring space, and if any rental deposit and/or payment has been made, it shall be forfeited as liquidated damages.
 18. The owner further agrees to observe, obey and be bound by all the Rules and Regulations as stated in this berth rental agreement. The Owner agrees that they will inform their guest(s) and/or their invitee(s) of such Rules and Regulations and shall be held responsible for any misconduct or breach of all Rules and Regulations of their guest(s) and/or invitee(s). Any violation by any guest and/or invitee shall be considered a violation by the Owner and any and all penalty and/or action clauses of this berth/mooring rental agreement and all Rules and Regulations shall apply.
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Other

19. Maximum vessel speed limit within the PDCHA harbour is 4 knots.
20. Vessel shall be tied with "Spring Lines" when storms are pending.
21. Vessel (Pan Am Marina) should tie their boats with spring lines at all times.
22. Vessel (Pan Am Marina) should be moved to a more secure location inside the wharf area and/or be taken out of the water before extreme pending storms.
23. No berth shall be occupied in any way until:
 - a) this Rules and Regulations document has been accepted and signed by the Owner;
 - b) requested deposit and/or rent for the assigned berth has been paid in full, and
 - c) copy of an official insurance document clearly showing the conditions of paragraph 3, including but not restricted to liability coverage and term has been provided to PDCHA.
24. The Owner's (boat trailer) should not be parked overnight on any area of the PDCHA property, unless given permission by the PDCHA management.
25. The Owner's vessel should not exceed the length of the berth/dock by more than two (2) feet.
26. The Owner shall pay the berth/dock rental deposit of \$250.00 by May 15th and full payment by the end of June of current date of the contract.
27. All Owners shall remove their vessel (Inside & Pan Am Marinas) by September 25th of current year of this contract or will subject to daily penalty for each extra day over the this date as authorized by the PDCHA.