

Shelburne Stevedores
Berthing Agreement
For the Shelburne Marine Terminal
Non-Assignable License

Date:	Vessel Name:	
Vessel Particulars: (see attached)	Vessel Owner:	
Vessel Owner's Authorized Representative:		
Vessel Owner's Telephone: _____		
Vessel Owner's Email:	Emergency Contact Information:	
Berthage Fees and Charges: (See attached)		
Berthage Term:		
Daily	Berthage Term will terminate on:	
Month-to-Month	_____	
	dd/mm/yy (Maximum 1 year)	
Security Deposit Required:	YES	NO

Shelburne Stevedores and the Vessel Owner mutually warrant, covenant and agree as follows:

1. **Berth Rental:** Subject to the terms and conditions of this Agreement, Shelburne Stevedores grants the Vessel Owner permission to use berthage space provided by Shelburne Stevedores (the "**Premises**") at the Shelburne Marine Terminal (the "**Terminal**") for the Vessel including its gear, equipment, and appurtenances as described in Schedule 2 herein (the "**Vessel**") for the term indicated in Box 9 above. The berthage term shall not exceed one year. At or before the expiry of this Agreement the parties may renew the Agreement.

2. **Condition of Premises:** Shelburne Stevedores is licensing the use of the Premises and Terminal on an "as is" basis without representation or warranty of any nature or kind whatsoever in connection therewith. The Vessel Owner has inspected the Premises and Terminal and finds them satisfactory. Shelburne Stevedores is not responsible for any damage to the Vessel caused by any deficiency of the Premises or Terminal.

The Vessel Owner is responsible for the security of the Vessel and for properly securing the Vessel at the Premises for all weather condition. The Vessel Owner shall keep the Premises neat, clean, and orderly and shall stow and look after any pollutants, flammable and hazardous material aboard the Vessel in a seamanlike manner, in accordance with applicable law and regulations and to the satisfaction of Shelburne Stevedores. The Vessel Owner shall not make any alterations whatsoever to the Premises or Terminal.

3. **Relationship of Parties:** The parties do not intend to create a bailment of the Vessel. Shelburne Stevedores does not accept the Vessel for stage. Care, custody, and control of the Vessel remains with the Vessel Owner at all times. This Agreement is for the use of space only and such space is to be used at the **sole risk of the Vessel Owner**.
4. **Vessel Owner's Liability and Indemnity:**
 - a) For the purposes of this clause the "**Management Group**" means Shelburne Stevedores and their respective servants, agents, employees, officers and directors, and contractors performing services within the scope of this Agreement. The "**Vessel Owner's Group**" means the Vessel, the Vessel Owner, and the Vessel Owner's officers, directors, guest(s), employees, agents or contractors.
 - b) The Management Group shall not be responsible for loss of or damage (including any direct or indirect consequential loss or damage) to the Vessel Owner's Group, including the Vessel and any property of any member of the Vessel Owner's Group or for personal injury or death of any member of the Vessel Owner's Group arising out of or in connection with the Agreement, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Management Group, and the Vessel Owner will indemnify, defend, protect and hold harmless the Management Group and the Town of Shelburne from any and against all claims, costs, expenses, actions, proceedings suits, demands and liabilities arising out of or in connection with such loss, damage, personal injury or death.
 - c) In addition to the foregoing, the Vessel Owner shall be responsible for any loss or damage in connection with the use of the Premises and Terminal including, without limiting the generality of the foregoing (i) any damage to the Management Group and/or Town of Shelburne property including the Premises and Terminal, (ii) any injury or death of any member of the Management Group and/or the Town of Shelburne, (iii) any liability in respect to wreck removal or in respect of preventing or abating pollution originating from the Vessel Owner's Group and (iv) any loss, damage, injury or death to third parties, resulting wholly or partly from any acts or omissions of the Vessel Owner Group or arising from the occupancy or use of the Premises or terminal by the Vessel Owner Group regardless of cause, and the Vessel Owner will indemnify, defend, protect and hold harmless the Management Group and the Town of Shelburne from any and against all claims, costs, expenses, actions, proceedings suits, demands and liabilities arising out of or in connection with such loss, damage, personal injury or death.
5. **Insurance:** The Vessel Owner shall carry in full force and effect appropriate hull and machinery insurance equal to the value of the Vessel and third party liability insurance, also known as P&I Policy, in the minimum amount of CAD \$2,000,000. There shall be no lapse of coverage while the Vessel is berthed at the Terminal. The Vessel Owner shall deliver a certificate(s) of insurance to Shelburne Stevedores naming Shelburne Stevedores and the Town of Shelburne as additional insured and waiving the insurers' right to subrogation against Shelburne Stevedores and the Town of Shelburne.
6. **Berthage Fees:** The Vessel Owner agrees to pay Berthage Fees PRIOR to berthing the Vessel based on the size and type of vessel in accordance with the Rate Schedule incorporated herein as Schedule 1 ("Rate Schedule"). If the Vessel Owner fails to pay in advance, the daily berthage rate set out in the Rate Schedule incorporated herein as Schedule 1 ("Rate Schedule"). If the Vessel Owner fails to pay in advance, the daily berthage rate set out in the Rate Schedule will apply. Berthage Fees shall thereafter be paid within 30 days of billing.
7. **Utilities and other services:** In addition to Berthage Fees, the Vessel Owner shall pay for all services and utilities furnished to the Vessel at the rates set in the Rate Schedule within 20 days of billing.
 - a. **Utilities:** Utilities are provided by third parties and Shelburne Stevedores neither guarantees the continuity of utility services nor the characteristics or quality of such services. The Vessel Owner shall connect to the utility services with an approved cord and connector. Shelburne Stevedores reserves the right to disconnect or refuse utility service to any Vessel without notice.

- b. **Vessel Check:** Shelburne Stevedores may, but is not obligated to, check the Vessel after 21:00 p.m. each day if the Vessel Owner has not signed in at the port office that they have checked their Vessel. The fee for this service shall be as set in the Rate Schedule.
 - c. **Security:** Shelburne Stevedores shall not be responsible for security. Vessel Owner assumes all responsibility for loss or damage caused by theft, pilfering, vandalism or otherwise.
8. **Security Deposit:** If required by Shelburne Stevedores, in its sole discretion, the Vessel Owner shall pay a Security Deposit equal to the full monthly Berthage Fee. The Security Deposit cannot be applied toward Berthage Fees. At the conclusion of the Agreement's term or if during the term of the Agreement the Vessel Owner chooses to vacate the Premises, the Security Deposit will be returned to the Vessel Owner, provided all outstanding Berthage Fees and all other charges and other debts due have been paid.
9. **Interest:** If Berthage Fees and other monies due hereunder are not paid in full 30 days after billing interest is payable as set out in the Rate Schedule.
10. **Shelburne Stevedores Rights with respect to the Vessel:** Shelburne Stevedores may, but is not obligated to: (i) move and/or operate the Vessel if reasonably required to ensure the efficiency or safety of the Terminal's operations or in the event of an emergency, or (ii) inspect the Vessel for fire hazards and to ensure the bilge pumps are operating properly, and for those purposes the Vessel Owner shall provide Shelburne Stevedores with a set of cabin door and ignition keys. Shelburne Stevedores shall not be liable for any loss or damage to the Vessel arising out of Shelburne Stevedores' decision not to inspect or move the Vessel, the inability of Shelburne Stevedores to reach the Vessel Owner, or by the movement of the Vessel by Shelburne Stevedores even if caused by the negligence of the Shelburne Stevedores, its employees or agents.
11. **Termination:**
 - (a) **Either party** may terminate this Agreement at any time upon giving 30 days prior notice.
 - (b) **At Shelburne Stevedores' Convenience:** Shelburne Stevedores reserves the right to terminate this permission to berth upon ten (10) days' notice if in Shelburne Stevedores' sole discretion, it is in its best interest to do so.
 - (c) **For cause:** This permission to berth the Vessel may be terminated immediately by Shelburne Stevedores in the event that: (i) Berthage Fees and any other charges or sums due remain unpaid for 30 days or more,
(ii) If there is any breach of the terms of this Agreement, or (iii) Shelburne Stevedores, in its sole discretion, determines it to be necessary for the efficient and/or safe operation of the Premises or Terminal.
12. **Shelburne Stevedores' Rights on Termination:** Upon termination of this permission to berth, the Vessel Owner shall pay all outstanding Berthage Fees, charges and other sums due and remove the Vessel and any other property immediately. If the Vessel Owner fails to do so, Shelburne Stevedores shall have the right to seize the Vessel, remove it from the Premises, and even though it is agreed that Shelburne Stevedores is not a bailee of the Vessel, Shelburne Stevedores may sell the Vessel at non-judicial sale as if Shelburne Stevedores was a storage warehouse keeper under the *Storage Warehouse Keepers Act*. R.S.N.S., c. 447 and recover unpaid Berthage Fees or other debts due and all related costs including survey fees, towage, storage, bailiff and legal fees. Shelburne Stevedores shall not be liable in any manner for the safekeeping and condition of the Vessel.
13. **Liens:** Shelburne Stevedores shall have a lien against the Vessel in respect of any sum or other debts howsoever or whatsoever due to Shelburne Stevedores under this Agreement and the Vessel Owner shall pay to Shelburne Stevedores all reasonable costs and expenses of recovering same, including legal fees, howsoever and whatsoever incurred by or on behalf of Shelburne Stevedores.
14. **Identification of Vessel and Vessel Owner:** The Vessel Owner shall provide proof of current

registration of the Vessel, including the hull number, Official Number, a picture of the Vessel showing the name of the Vessel and a copy of the Vessel Owner's current drivers license.

15. **Work on Owner's Vessel:** Vessel Owner may work on the Vessel if such work does not interfere with the rights or privileges of Shelburne Stevedores or other vessels berthed at the Terminal. No outside contractors shall undertake any work on the Vessel without prior written approval of Shelburne Stevedores and proof of workers compensation and liability coverage acceptable to Shelburne Stevedores.
16. **Assignment:** Shelburne Stevedores may transfer or assign this Agreement to a third party operator without the consent of the Vessel Owner. The Vessel Owner shall not assign, transfer or permit the use of the Premises to any other party or vessel without prior written consent of Shelburne Stevedores, but the original Vessel Owner shall always remain responsible to Shelburne Stevedores for due performance of this Agreement.
17. **Non-Exclusivity:** The Vessel Owner will cooperate with all other permitted users of the Terminal so as to enable each such user to use the Terminal for their intended purposes without interference from others. Shelburne Stevedores reserves the right to rent the Premises when temporarily vacated by Vessel Owner.
18. **Rules and Regulations:** The Vessel Owner will comply with such rules and regulations as may be established by Shelburne Stevedores from time to time and posted on the Terminal and Shelburne Stevedores office.
19. **Non-waiver:** Nothing contained in this Agreement shall be construed as a waiver by Shelburne Stevedores of any rights and remedies available under applicable law. A waiver of any condition or term of this Agreement by Shelburne Stevedores shall not be deemed a continuing waiver of said condition or term.
20. **Warranty of Authority:** If the undersigned is not the Vessel Owner, the undersigned warrants that it is the duly authorized representative of the Vessel Owner with respect to this Agreement and has the Vessel Owner's permission to do so.
21. **Notice to Vessel Owner:** Billings and notices to the Vessel Owner will be mailed or emailed to the addresses in Boxed on this form. If the Vessel Owner moves, or desires to have billings and notices sent to another address, it shall notify Shelburne Stevedores in writing of the new mailing address. All billings shall be deemed to be sent to the Vessel Owner upon mailing by Shelburne Stevedores.
22. **Review of the Agreement:** Shelburne Stevedores shall have the continuing right to review, amend and modify the terms and conditions of this Agreement including the Rate Schedule: provided, however, that all changes shall become effective for this Agreement in the month following the month of the adopted changes.
23. **Paragraph Headings:** The captions and paragraph headings in this Agreement are for convenience of the parties only and do no limit, restrict or otherwise amend the text language of any paragraph.
24. **Entire Agreement:** This constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by both parties.

I have read this Agreement and fully understand all the terms thereof and realize as a Vessel Owner that I am personally responsible and that the Vessel is also responsible for the terms and conditions set forth herein.

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Port Manager & MFSO – Wayne Langthorne

Office phone: (902) 875-4433

Cell Phone: (902) 874-2040

Fax: (902) 875-2875

E-mail: portmanager@portshelburne.com

Vessel Information

Vessel Name: _____

CFV #: _____

Registration #: _____

Length: _____

Width: _____

Draft: _____

Owner's Name (print): _____

Address: _____

City/Town: _____

Province/State: _____

Country: _____

Phone: (Home) _____ (Cell) _____

Email: _____

Captain's Name (print):

Captain's / Owner's Signature Date

Vessels coming from a foreign port must notify Customs (CBSA) on arrival

- Can Pass: 1-888-226-7277
- Yarmouth Office: 1-902-742-0880
- Regional Office: 1-902-426-2071

FEE SCHEDULE

Rate Schedule – Effective July 2, 2019.

Berthage	Daily Rate
Fishing Vessels under 15.4m in length; 6.1m in width	\$0.49 /meter
Non-Fishing Vessels under 15.4m in length; 6.1m in width	\$0.99 /meter
All Vessels over 15.4m in length; 6.1m in width	\$2.64 /meter
All Vessels Loading / Offloading	\$3.38 /meter

Notes: Berthage less than one (1) day will be charged at the rate for one (1) day; vessels loading or offloading for any portion of a day will be charged the loading/offloading rate for the day; there is a maximum charge of twenty (20) days berthage per month after which there will be no charge for berthage for the remainder of the month.

Cruise Passenger Charges

Adults	\$5.00
Children (under 12)	\$2.50

Service Charges

Self-Service Charge (30 Amp service only – at own risk)	
Water / Power Connection or Disconnection Fee	\$40.00
After-Hours Connection or Disconnection Fee	\$100.00
Water	\$8.32/cubic meter or minimum rate of \$50/fill
Security	\$25 /hour per Officer

Power

30 AMP \$10.00 /day

50 AMP \$30.00 /day

100 AMP \$45.00 /day

Wharfage - Transport Canada wharfage rates apply

Licensing Fees

Deliveries \$500 /
 year

Trades \$100 /
 year

Penalties & Fines

Garbage Clean-Up Penalty: \$200 /offence

Dumpsters

Garbage Dumpster \$93.50 plus HST

Surcharges

Waste Oil / Filters / Rags Surcharge \$20.00 / vessel / month