

## Schedule "A"

### Berthing Licence Agreement between the Griffith Island Club and the Township of Georgian Bluffs

The Licensor, as described herein, grants a Licence to the Licensee, as described herein, upon the following terms and conditions in recognition and acknowledgment of the lease agreement for use of the Big Bay and White Cloud Island Dock facilities between the Township of Georgian Bluffs (Licensor) and Her Majesty the Queen, Minister of Fisheries and Oceans:

#### 1.0 Definitions

1.1 For the purpose of this Licence:

- "**Common Areas**" means: those areas under the administration and control of the Licensor which are not the subject of a lease or licence and, where applicable, includes water lots;
- "**Harbour**" means: the Big Bay Harbour in which the Licensor has a leasehold interest; "Licence" means: this Licence agreement, as amended, modified or renewed from time to time;
- "**Licensed Area**" means: the moorage area assigned for the exclusive use of the "Islander" and "G.I. barge";
- "**Licensee**" means: Griffith Island Club being the registered owner of the Vessel;
- "**Licensor**" means: the Township of Georgian Bluffs;
- "**Owner**" means: the registered owner of the Vessel;
- "**Vessel**" means: the vessels "Islander" and G.I Barge" which vessels are registered as [ \_\_\_\_\_ insert registration number, if applicable].

#### 2.0 Grant of Licence

2.1 The Licensor hereby grants a licence to the Licensee to moor the Vessels in the Licensed Area and to use the Big Bay dock for the loading and unloading of persons and materials (and the Licensee accepts such licence).

#### 3.0 Term

- 3.1 This Licence is valid from – December 2, 2020 to December 2, 2024.
- 3.2 Upon the expiry or revocation of this Licence the Licensee shall immediately pay any and all outstanding fees and charges owing to the Licensor and the Licensee shall then remove the Vessel from the Licensed Area.

#### **4.0 Berthage / Moorage Fees**

- 4.1 The Licensee agrees to pay the fees in the amount of \$2,750.00 annually for the term of this Licence.
- 4.2 The Licensor reserves the right to amend, alter or revise the berthage/moorage charges at any time and at its sole discretion, provided, however, that where the Licensee has paid all or a portion of the berthage/moorage fees in advance, the Licensee shall not be liable for additional berthage/moorage fees for the period paid in advance.

#### **5.0 Revocation or Cancellation of Licence**

- 5.1 The Licensor reserves the right to revoke this Licence in writing and without prior notice where the Licensee, the Licensee's agents, employees, or invitees:
  - 5.1.1 Are in violation of any applicable federal or provincial legislation and regulations;
  - 5.1.2 Are in violation of any applicable Municipal by-law;
  - 5.1.3 Are in violation of the Licensor's rules and regulations;
  - 5.1.4 Are in violation of any of the terms and conditions of this Licence.
- 5.2 The Licensor may cancel this Licence on thirty (30) days' written notice.
- 5.3 The Licensee may cancel this Licence, in writing, at any time.
- 5.4 In the event the Licensor revokes this Licence, or where the Licensee cancels the Licence, the Licensor shall pay to the Licensee the unused portion of any licence fees paid in advance.

#### **6.0 Access: Islander II**

- 6.1 Islander II must retain clear access to its spot behind the "L" section and the Barge access to its designated spot on the beach between the white posts.

- 6.2 During the Licensor's regular hours of operation, as established from time to time, and subject to Article 9, the Licensor grants a right of ingress and egress over the Common Areas to the Licensee, its employees, servants, agents and invitees.

## **7.0 Emergency**

- 7.1 In the event of a real or apprehended emergency, the determination of which is at the sole discretion of the Licensor, the Licensor, its employees, servants or agents may:
- 7.1.1 limit the Licensee, its employees, servants, agents and invitees rights of ingress and egress for such a period and in such a manner as the Licensor, in its sole discretion, may direct;
  - 7.1.2 take charge of and remove the Vessel from the Licensed Area or the Harbour; and
  - 7.1.3 do any other thing that, in the sole discretion of the Licensor, is required to protect the Licensor's property or the property of another during the emergency,
- 7.2 Where the Licensor's facilities are damaged or destroyed by collision, tempest, fire, other peril or Act of God, whether or not the Licenced Areas are affected, the Licensor may terminate this Licence without notice.

## **8.0 Assignment**

- 8.1 The Licensee shall not assign this Licence, nor grant a sub-licence, nor may it assign any right or privilege granted under or pursuant to this Licence without obtaining the prior written consent of the Licensor.

## **9.0 Covenants of Licensee**

- 9.1 The Licensee shall maintain, moor and operate the Vessel in a seamanlike manner and shall not do, or allow to be done anything that, in the sole opinion of the Licensor, is or may become a nuisance, disturbance or hazard.
- 9.2 The Licensee shall ensure that all hazardous materials aboard the Vessel, including, but not necessarily limited to, those that are flammable or toxic or materials which are, or may be considered to be, pollutants, are stored in a safe and secure fashion aboard the Vessel and under no circumstances, shall the Licensee allow such materials to be discharged into, on, under or near the Harbour, the Common Areas, the Licenced Area, or in, under or onto any area for which the Licensor is or may be

responsible in law.

- 9.3 The Licensee shall not alter the Licensed or Common Areas, nor live on board the Vessel without the prior written consent of the Licensor.
- 9.4 The Licensee is responsible for ensuring that the Licensee's employees, agents, servants and invitees abide by all the terms and conditions of this Licence.
- 9.5 The Licensee, its employees, servants, agents and invitees shall not carry on any commercial enterprise from the Vessel on the Licensed Area without the prior written consent of the Licensor.
- 9.6 In the event the actions of the Licensee, its agents, servants, employees or invitees, results in damage or loss to the Licensor, whether directly or indirectly, including, but not necessarily limited to, damage to the Licensor's physical assets, to the Harbour, including any environmental contamination, destruction, impairment or similar damage, the Licensee agrees to compensate the Licensor for all costs associated with its remediation and repair immediately upon the receipt of a written invoice.
- 9.7 Article 10.5 does not apply where the Licensee is conducting minor repairs to the Vessel, or where the Licensee is conducting some activity which is directly related to its enterprise.

## **10.0 Utilities and Other Services**

- 10.1 The Licensee acknowledges that the Licensor is under no obligation to provide utilities or other services to, or in support of the Vessel.
- 10.2 In the event the Licensor provides utilities or other services to the Licensee, the Licensee agrees to pay for such utilities or other services at the rate and in the manner established and prescribed by the Licensor from time to time.
- 10.3 Should the Licensee's use of this permit result in extraordinary maintenance or repair costs to the Licensor's property or facilities, for any reason whatsoever, the Licensee agrees to reimburse the Licensor forthwith upon receipt of a written invoice.

## **11.0 Liability in the Event of Loss**

- 11.1 The Licensor shall not be liable for any loss to the Licensee, the Licensee's employees, agents, servants, invitees or to the Vessel, its cargo or equipment, howsoever caused, either directly or indirectly, arising out of the use of the Harbour, the Common Areas, the Licenced Area or arising from the use of any of the Licensor's facilities, including, but not necessarily limited to losses caused by the following:

11.1.1 The failure, for any reason whatsoever, of the Licensor to provide utilities or any other service;

11.1.2 The interruption of any service provided by the Licensor for any reason whatsoever;

11.1.3 The negligence of the Licensor, its servants, agents, contractors or employees;

11.1.4 The cancellation or revocation of this Licence pursuant to Article 5; or

11.1.5 As a result of an Act of God.

11.2 The Licensor is not responsible for lost or stolen articles.

11.3 The Licensor is not responsible for the provision of security for, or protection of the Licensee, its employees, servants, agents or invitees, for their property, or for the Vessel, its cargo or equipment.

## **12.0 Insurance**

12.1 The Licensee acknowledges that the Licensor does not carry insurance of any kind, for any reason, for the benefit of:

12.1.1 The Licensee or the Licensee 's property;

12.1.2 The Licensee 's employees, servants, agents or invitees, nor their property;  
or

12.1.3 The Vessel, its cargo or equipment.

## **13.0 Indemnity**

The Licensee agrees to indemnify and hold harmless, Her Majesty the Queen (Canada) and the Licensor from any and all claims arising out of the use of this Licence by the Licensee, its employees, servants, agents or invitees.

## **14.0 Amendment**

14.1 No waiver, alteration or amendment to this Licence shall be binding unless it is in writing and signed by both the Licensor and the Licensee.

14.2 The Licensee has inspected the Harbour, the Common Areas, the Licenced Area and the Harbour's facilities and finds them suitable for its purposes. The Licensee agrees that it has read, understands and agrees to abide with all terms and conditions of this Licence.

**Griffith Island Club:**

**The Township of Georgian Bluffs**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mayor - Dwight Burley

\_\_\_\_\_  
Signature

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Clerk – Brittany Drury

\_\_\_\_\_  
Date

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Date