

LICENSE

License Number \_\_\_\_\_

**PERMISSION** IS HEREBY GIVEN by the Harbour Authority of \_\_\_\_\_  
(the "LICENSOR") to:

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ (the "LICENSEE") to:

(insert purpose and conditions of license) \_\_\_\_\_

at the Licensor's Harbour at \_\_\_\_\_ on the site  
designated by the Licensor, at his sole discretion, as shown outlined in red on the attached Schedule "A",  
(the "site") from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**UPON THE FOLLOWING TERMS AND CONDITIONS**, which the Licensee accepts and agrees to  
perform and abide by:-

1. The Licensee must pay to the Licensor, in advance, a fee in the amount of \$ \_\_\_\_\_ due and payable annually, in advance, or such other annual fee as the Licensor may in writing advise, payable to and sent to the Licensor.
2. If the Licensee defaults in the payment of any amounts payable pursuant to this License, including but not limited to the fee, such amounts shall bear interest equal to the Prime Lending Rate of the Bank of Canada to Chartered banks at the date of default plus \_\_\_\_\_% calculated from the date of default to the date of final payment.
3. The Licensee must comply with all applicable federal and provincial laws, regulations and rules and all municipal bylaws, as amended from time to time. The licensee must ensure full compliance with the Occupational Health and Safety Act and the Canada Labour Code - Part II. All equipment used at the Site and on the properties under the administration of the Harbour Authority must comply with applicable safety codes and standards.
4. The Licensee shall obtain at its expense a comprehensive general liability insurance policy satisfactory to the Licensor covering all damages and loss resulting from the Licensee's use and occupation of the Site. The policy is to be effective during the term of this License, and any renewal of it. It must include the licensor as an additional insured and must be for at least (\$ \_\_\_\_\_) for personal and bodily injury and property damage, including loss of use of property for any one occurrence or series of occurrences arising out of one cause of action.

*(Refer to reverse for further terms and conditions)*

\_\_\_\_\_  
FOR THE LICENSOR  
Date: \_\_\_\_\_

\_\_\_\_\_  
FOR THE LICENSEE  
Date: \_\_\_\_\_

5. Upon request, the Licensee shall provide to the Licensor, a certified copy of the insurance policy with proof of premium payments. The Licensee shall promptly notify the Licensor of any cancellation or intended cancellation of the policy.
6. This License may be cancelled upon notice being given at any time by either party.
7. The Licensee cannot transfer or assign this License or any of its rights under this License.
8. Nothing shall be done or permitted to be done which may damage or injure the Site and the Licensee shall, at the Licensee's own expense, maintain and repair all or any part of the Site which may at any time be damaged as a result of the permission hereby given, other than ordinary wear and tear as determined by the Licensor.
9. The operations of the Licensee must not interfere with the public use of the Site.
10. Upon termination of this License, at any time, for any reason, the Licensee must immediately remove, at the Licensee's own cost and expense, all of its equipment, and all structures of any kind erected by it on the Site, (the "Equipment and Structures"), and leave the Site in a neat and tidy condition and restore the Site to a condition satisfactory to the Licensor. If the Licensee fails to remove the Equipment and Structures they shall become the property of the Licensor, without any right to compensation on the part of the Licensee. Or the Licensor may, at his option, remove the Equipment and Structures, in which case the Licensee shall upon demand immediately reimburse the Licensor for all costs and expenses, including administrative expenses, connected with the removal and disposal of the Equipment and Structures.
11. The Licensee is responsible for all taxes, rates and assessments arising out of the granting of this License.
12. The Licensor is not responsible for any loss or damages resulting from the Licensee's use and occupation of the site.
13. This license does not create an interest in land.
14. The Licensee must comply with the applicable rules of operation, as amended from time to time.