

COMMERCIAL MOORING PERMIT

at

BADDECK HARBOUR, VICTORIA COUNTY

Site No.: _____

BETWEEN: BADDECK MOORING AUTHORITY (hereinafter called the "Permitter")

OF THE FIRST PART

- and _____ of _____ in the County
of _____ in the Province of Nova Scotia (hereinafter called the "Permittee").

OF THE SECOND PART

1. **PURPOSE:** To convey to the Permittee the right to place a single mooring at Baddeck Harbour, Victoria County.
2. **TERM:** This Permit shall commence on the 1st day of February and expire on the 31st day of January the following year. The Permit shall automatically renew annually provided that the Permittee has complied with the terms of the Permit to the satisfaction of the Permitter.
3. **RATE:** The annual fee for the Permit shall be one hundred twenty-five dollars (\$125.00)
4. **LOCATION:** This Permit authorizes the Permittee to place a mooring within the Baddeck Harbour mooring grid at the position noted above. It shall be the responsibility of the Permittee to ensure the mooring is placed in the correct position and in the event the mooring is incorrectly positioned it shall be relocated at the risk and the expense of the Permittee
5. **TERMINATION:** The Permitter may terminate this Permit if the Permittee breaches or defaults on any

term or condition of this Permit and fails to remedy the same after being given 30 days written notice by the Permitter.

6. **CANCELLATION:** This Permit may be cancelled at any time by either party giving the other notice in writing. The Permittee shall have no right of claim against the Permitter for damages, losses, expenses or any other liability which may result from the cancellation of this Permit.
7. **REMOVAL OF MOORING:**
 - (a) Upon the expiration, termination or cancellation of this permit, the Permittee shall, upon the request of the Permitter and at the Permittee's own risk and expense, remove the mooring authorized under this Permit and shall restore the Permitted premises to a condition satisfactory to the Permitter; provided always that the Permitter may perform such work at the risk and expense of the Permittee.
 - (b) If the Permittee fails to remove the mooring, in accordance with clause 7(a) it shall become the property of and shall vest in the Permitter, without any right to compensation on the part of the Permittee therefore, or the Permitter may remove the property of the Permittee in which case the Permittee shall upon demand forthwith repay and reimburse the Permitter for all costs and expenses connected therewith or incidental thereto.
8. **ASSIGNMENT:** No transfer or assignment of the Permit or of any rights hereunder shall be made by the Permittee under any circumstances.
9. **MARKING OF BUOYS:** Mooring buoys are to clearly show the site number in accordance with the regulations under the terms of the Baddeck Mooring Authority management plan.
10. **DISPOSAL OF WASTE:** Pumping of tanks and disposing of waste/litter shall be restricted to appropriate disposal facilities.
11. **TITLE:** Baddeck Mooring Authority has the subject land under license agreement from the Crown. The subject land is considered to be Crown land free from any encumbrances, other than the above mentioned license agreement however, you may wish to have the title certified by your solicitor.
12. **LIABILITY:** The Baddeck Mooring Authority shall not be liable for any injury or damage (including death) to the person or for the loss of or damage to the property of the holder of this Permit attributable in any way to the performance of any under this Permit.
13. **INDEMNITY:** The holder of this Permit shall at all times indemnify and save harmless the Baddeck Mooring Authority from and against all claims, demands, losses, costs, debts, damages, actions or other proceedings attributable in any way to the purported performance of the holder of this Permit, its servants, agents or independent contractors.

Witness

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Permittee