

DESIGNATED ANCHORAGE AREA (DAA) USE:

- Payment and signed rental contract are due upon booking.
- Authorized User must be an adult. Proof in the form of government issued I.D. is required at the time of booking.
- Only marine pleasure craft are permitted in the Designated Anchorage Area (the DAA). A Transport Canada Licence # is mandatory for all pleasure craft equipped with motors of 10 horsepower (7.5 kilowatts) or more.
- Users must provide the boat licence number (if applicable), and the boat's name, make, hull colour, length, draught and type at the time of booking in order to use the DAA.
- Users may use the DAA for a maximum of 21 nights during a 40-day period. Check-out time is 12:00 pm the day of departure.
- Authorized user must have the Rental Contract/Permit document available, as proof of reservation.
- Users must obey all posted signage.
- The City of Port Moody (the City) must receive all documentation and payment prior to the approval of the agreement for use of the DAA.
- The boater must anchor their boat within the boundaries of the 4 buoys of the DAA (GPS coordinates: Lat/Long - 49d 17'18.06"N, -122d 51' 14.47W).
- Boaters staying in the DAA must use their own anchors and ensure the vessel is secure. Any buoys located in the DAA are not registered, may not be safe and should not be used.

REFUNDS & CANCELLATIONS:

- Refunds, less an administrative charge of \$30 will be considered for cancellations made in writing at least 24hrs prior to the start of the anchorage booking period. Email cancellation request to: facilitybooking@portmoody.ca.
- Rental/Permit will not be transferred or refunded due to rain or inclement weather.

LIABILITY & INDEMNITY:

- The User shall indemnify and save harmless the City, its agents, servants, successors, employees, volunteers and assigns from and against any and all actions, causes of action, suits, damages, costs, fees, expenses, charges, claims and demands of any nature whatsoever relating to or arising out of the Agreement, the use and/or occupation of the DAA by the User, the User's invitees, guests and/or visitors.
- The User shall pay to the City on demand the amount of all costs and expenses, including any legal costs the City may incur on a solicitor client basis, incurred by the City in making good any loss or damage caused to the City's property in whole or in part by the User or the User's invitees, guests and/or visitors, or by any other person in the DAA in connection with the User's boat or the User's use of the DAA.
- The City assumes no responsibility for any death, injury or loss of or damage to property, regardless of the cause. Persons using the DAA do so at their own risk. The User does for themselves, their heirs, executors, administrators, successors and assigns hereby release, waives and forever discharges the City, its agents, servants, successors, employees, volunteers and assigns from any and all claims, demands, damages, costs, expenses, actions, causes of action, whether in law or in equity, in respect of death, injury, loss, damage, or expense however so arising or to arise by reason of using and/or occupying the DAA, whether prior to, during, or subsequent to the term permitted under this Agreement and notwithstanding that the same may have been contributed to or occasioned by the actions or omissions of any of the aforesaid.
- Users are required to have at minimum \$2M Commercial General Liability insurance. Proof of insurance must be available for inspection when using the DAA.

The City may seize and dispose of, as appropriate, the boat of Users found to be in contravention of the Terms & Conditions.