

MIDDLE POINT MARINE TERMINAL USER AGREEMENT

This Marine Terminal User Agreement ("Agreement") is made and entered into as of the ____/____/____ by and between MIDDLE POINT MARINE TERMINAL, having its principal office at 4298 Barge Terminal Rd. Campbell River B.C. V9W 1V5 ("Terminal Operator"), and the undersigned User, having its principal office at _____ ("User Address").

RECITALS

WHEREAS, Terminal Operator operates, and manages the marine terminal located at 4298 Barge Terminal Rd. Campbell River B.C. V9W 1V5 (the "Terminal");

WHEREAS, User desires to use the Terminal for the purpose of [Insert Purpose – e.g., shipping, receiving, storage of goods, etc.]; and

WHEREAS, Terminal Operator and User desire to establish the terms and conditions under which User will utilize the Terminal;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- "Terminal": The marine terminal located at 4298 Barge Terminal Rd. Campbell River B.C. V9W 1V5
- "Services": The services provided by Terminal Operator, including but not limited to loading, unloading, storage, and handling of cargo.
- "Cargo": Goods, merchandise, or any other items to be loaded, unloaded, or stored at the Terminal by User.

2. GRANT OF ACCESS

2.1 Terminal Operator grants User access to the Terminal to use the facilities for the storage, handling, and transportation of Cargo, subject to the terms and conditions of this Agreement.

2.2 User agrees to comply with all applicable laws, regulations, and Terminal Operator's rules and policies governing the use of the Terminal.

3. USER RESPONSIBILITIES

3.1 Cargo Delivery: User shall be responsible for delivering Cargo to the Terminal at the times and locations agreed upon with Terminal Operator.

3.2 Cargo Condition: User warrants that all Cargo delivered to the Terminal is in proper condition and packaged appropriately for transportation.

3.3 Loading/Unloading: User shall be responsible for coordinating the timely loading and unloading of Cargo and ensuring that all related activities comply with Terminal Operator's procedures.

3.4 Safety: User shall comply with all safety rules and regulations, and take reasonable precautions to prevent accidents or damage to persons, Cargo, or Terminal facilities.

3.5 Damage to facility: User shall be responsible for any damage to facility including but not limited to ramps, bulkheads, roadways, stored material & equipment on site as well as any environmental damage caused by leaks or spills of any substance onto land or into water.

4. TERMINAL OPERATOR RESPONSIBILITIES

4.1 Provision of Services: Terminal Operator shall provide the necessary services for the proper handling, storage, and transportation of Cargo, including labor, equipment, and facilities.

4.2 Facilities Maintenance: Terminal Operator shall maintain the Terminal and associated equipment in a safe and operable condition, complying with all relevant laws and regulations.

5. FEES AND PAYMENT

5.1 Fees: User agrees to pay all fees for the use of the Terminal and Services as outlined in the Terminal Operator's fee schedule, which may be updated periodically.

5.2 Payment Terms: Payments are due 30 days after the date of invoice. Late payments may be subject to interest charges at the rate of fifteen percent (15%) per annum or as otherwise specified by Terminal Operator.

6. INDEMNITY AND INSURANCE

6.1 Indemnification: User agrees to indemnify, defend, and hold harmless Terminal Operator from any claims, damages, or losses arising from the User's actions or omissions in connection with the use of the Terminal.

6.2 Insurance: User shall maintain insurance coverage sufficient to cover any loss or damage to Cargo, as well as any liability arising from the use of the Terminal, including public liability, environmental damage, pollution damage and property damage insurance. Proof of such insurance shall be provided to Terminal Operator upon request.

7. TERM AND TERMINATION

7.1 Term: This Agreement shall begin on the Effective Date and remain in effect until terminated by either party with [Insert Notice Period] notice in writing.

7.2 Termination for Cause: Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within 7 days after written notice.

8. LIMITATION OF LIABILITY

8.1 Exclusion of Consequential Damages: Neither party shall be liable to the other for any indirect, consequential, special, or punitive damages arising from or related to the use of the Terminal.

8.2 Limitation of Liability: Terminal Operator's total liability to User under this Agreement shall not exceed the total fees paid by User for services rendered under this agreement.

9. FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of its obligations hereunder due to any event or condition beyond its reasonable control, including, without limitation, acts of God, strikes, labor disputes, civil disturbances, governmental regulations, or disruptions in transportation or communication systems.

10. MISCELLANEOUS

10.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to its conflict of law principles.

10.2 Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous discussions or agreements.

10.3 Amendments: This Agreement may only be amended or modified by a written agreement signed by both parties.

10.4 Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Marine Terminal User Agreement as of the date first written above.

MIDDLE POINT MARINE TERMINAL

Name: _____

Title: _____

Date: _____

[User Name]

Name: _____

Title: _____

Date: _____