

QUÉBEC PORT AUTHORITY

NOTICE NQ-7 MARINA FEE SCHEDULE

Effective date

January 1, 2019

This notice is adopted and issued under the [Canada Marine Act](#), Chapter 10, 46-47 Elizabeth II, 1997-1998, pursuant to the powers granted by the latter.

Marina fees are applicable on spaces rented to moor Pleasure Craft at the marina of the Québec Port Authority (hereinafter referred to as "the Authority"). These fees are applied to recover the costs associated with maintaining the services offered at the Authority's marina and are payable by the Owner of the Ship.

1. GENERAL

- a) This notice may be cited as: **Marina Fee Schedule**.
- b) The fees provided for in this notice are in addition to any other fees provided for in other notices or which may be due to the Authority contractually or otherwise.
- c) The Authority acts as an agent of Her Majesty in right of Canada for the purposes of this notice.
- d) The rights provided for in this notice are binding on Her Majesty in right of Canada or a province.

2. DEFINITIONS

In this notice, the expression:

- a) "**Authority**" means the Québec Port Authority as defined in the *Canada Marine Act*, its letters patent issued on May 1, 1999, and its issued or upcoming supplementary letters patent;
- b) "**Certificate of Registration**" means the document issued by Transport Canada and required by the Authority upon enrolment as a Member;
- c) "**Co-owner**" means the Owner of a ship that is owned by more than one person. Co-owners are jointly and severally liable for the obligations entered into with the Authority and for the payment of the fees specified in this notice;
- d) "**Annual Fee**" refers to the amount charged annually to owners so they can take advantage of Marina Member benefits;
- e) "**Wharfage**" refers to the fees paid annually to the Authority in exchange for a berth;
- f) "**Length Overall**" refers to the measurement the Authority uses to determine the fees in this notice. It corresponds to the distance from the tip of the bow to the end of the stern. It includes all spars and platforms;
- g) "**Marina Member**" means Owners or Co-owners who have paid their Annual Fee and who are paying Wharfage and other charges provided for in this notice;
- h) "**Pleasure Craft**" means any Ship that is not engaged in any commercial activities and is used exclusively for recreational purposes;
- i) "**Night**" means the period of time between 4 p.m. (16:00) and 8 a.m. (08:00) the next day that a Pleasure Craft uses the marina facilities;

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- j) **“Summer Season”** means the season from approximately May 1 to approximately October 31 of the same year;
- k) **“Vignette”** means a parking permit for the parking lot reserved exclusively for marina users;
- l) **“Visitor”** means individuals who are not Marina Members.

3. SUBJECT SHIPS

Marina fees apply to any Pleasure Craft not engaged in commercial activities that is used exclusively for recreational purposes, all in accordance with the terms and conditions set out in this notice.

4. CALCULATION OF FEES

The marina fees are calculated as follows:

- a) The applicable marina fees are calculated according to the rates and features established and set out in schedules 1 and 2 forming an integral part hereof.
- b) The Annual Fee:

To become a Marina Member and benefit from applicable Wharfage and benefits and obtain a berth during the Summer Season, the Owner or Co-owners must pay the fees set out in Schedule 1 for the Annual Fee in addition to the following applicable fees:

- c) Wharfage:
 - i) The Marina Member must pay Wharfage annually as set out in Schedule 1.
 - ii) Visitors must pay the Wharfage provided for in Schedule 1 under the Visitor section. Fees are due when the Visitor arrives. A minimum of one Night is due. Notwithstanding the foregoing, Visitors who do not spend a Night at the marina, but who stay there for a period of more than two (2) hours within the same day must pay the fees provided for in Section 2 of Schedule 1.
 - iii) Any Member wishing to conduct commercial activities on board a Pleasure Craft must pay a 20% increase in Wharfage in addition to a 20% increase in the Annual Fee. Any Owner or Co-owner of a commercial ship will be required to enter into a specific agreement with the Authority to conduct commercial activities.
- d) Long-term member:

Notwithstanding the above, in order to maintain their Member status, certain Members who paid an entry fee before January 1, 2011, and who do not rent a berth at the marina will still be required to pay the Annual Fee and other fees provided for in this notice in order to remain a member of Vieux Port Yachting. Members who paid an entrance fee before January 1, 2011, only need to pay 14% of the Wharfage (maintenance fee) as provided for in Section 1 c) of Schedule 1.

- e) Parking fee:

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Marina Members may purchase up to two Vignettes for each Summer Season when they pay the fees described in Section 3 of Schedule 1. Vignettes are valid from May 1 to October 31 of each year. Vignettes are for the exclusive use of Members and valid only in the parking lot reserved for Marina Members.

- f) Storage space rental:

The Authority may make storage available to Members for Ships depending on the space available, all in accordance with the fees set out in Section 6 a) and b) of Schedule 2.

5. ENFORCEABILITY AND PAYMENT OF FEES

- a) The Annual Fee and Wharfage for Members are paid in two installments, on February 15 and May 1 of each year.
- b) Visitors must pay Wharfage when their Pleasure Craft arrives at the berth.
- c) All other fees are payable at the request of the Authority.
- d) The fees are payable in accordance with the provisions set out in the *Notice respecting payment terms and penalties for unpaid fees* (NQ-9).

6. EXCEPTION

N/A

7. RIGHT AND RESPONSIBILITY OF THE AUTHORITY

- a) The Authority does not commit to providing the same berth from year to year. In addition, the Authority may have any Pleasure Craft moved to a new berth at any time.
- b) The Authority reserves the right to revoke Vignettes following any unauthorized use, without any compensation.
- c) The Authority may at any time, at its sole discretion and at the Owner's expense, request that the Pleasure Craft be moved to a new storage space.