

## XXXX Tidal Grid Directive

### I. PURPOSE

To provide tidal grid(s) for vessel owners to perform minor and/or emergency repairs to their vessels in an environmentally responsible manner.

### II. APPLICATION

This directive applies to all facility users, contractors and XXXX staff.

### III. POLICY

- A. Use of the Tidal Grids is at the vessel owner/operator's own risk.
- B. Hull surface preparation or maintenance activities such as pressure washing, sand blasting, sanding, scraping and the removal or application of anti-fouling coatings are not permitted.
- C. Use of the tidal grids must be by advance booking with and approved by the Manager or designate.
- D. All grid users are required to pay a "Clean Up" deposit before using the Tidal Grids, refundable upon cleanup of the vessel grid to the satisfaction of the Manager.
- E. Any vessel in distress and/or in danger of sinking will have priority over all other vessels.
- F. Vessels occupying the Tidal Grid shall not be left unattended at any time.
- G. Users of the Tidal Grid shall deposit waste materials in the designated containers located at \_\_\_\_\_.
- H. Facility users must make all possible efforts to reduce any environmental impact while on the tidal grids. All spills or release of pollutants **MUST** be reported immediately to the Manager or designate and the Spill Response Hotline.
- I. All users of the Tidal Grids **MUST** complete and sign the Tidal Grid Use Agreement before use.

### IV. PROCEDURES

- A. All bookings must be made by the Manager or designate.
- B. Vessel name and number must be entered into the Tidal Grid reservation list.
- C. User **MUST** complete Tidal Grid Use Agreement, including signing and initialling where indicated.
- D. At time of booking, vessel owner/operator must specify which grid they would like to reserve.
- E. Payment must be made at time of booking. A deposit of \$XXX.00 is required to book the grid. All vessels not using XXXX as the home port will be required to make the payment at the time of booking.
- F. The deposit will be refunded, less any administrative and service charges for the grid. Any required cleanup costs of the Tidal Grids by the XXXX after use of the Tidal Grids will be deducted from the user's deposit.
- G. A day on the grid is to be considered a 24 hours period or any portion thereof.
- H. The rate for one day on the grid is \$XXX.00.
- I. All tidal grid users must be made aware of the followings:
  - a. Applicable Tidal chart,
  - b. Use at one's own risk,
  - c. Terms and Conditions of grid use (Tidal Grid User Agreement).
  - d. "Baby your Bottom" Environment Canada Brochure

# Grid Guidelines 2 - Generic Tidal Grid Use Agreement

Account # \_\_\_\_\_

## Tidal Grid Use Agreement XXXX, XXXX B.C.

Customer # \_\_\_\_\_

Vessel Name: \_\_\_\_\_ Print User's Name: \_\_\_\_\_  
Check one: Owner \_\_\_ Operator \_\_\_ Agent \_\_\_

First time User? Yes \_\_\_ No \_\_\_ First time users must discuss details with Manager or Deputy. Initials \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Emergency Contact Number: \_\_\_\_\_

Size of Vessel: Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_ Actual Vessel Weight (tons) \_\_\_\_\_

Tidal Grid Desired: \_\_\_\_\_ Load Limit: 15 tons per bent, 45 tons max for single-keel vessels

### Tides desired:

On time @ high tide: Date \_\_\_\_\_ Time \_\_\_\_\_ Height of Tide (ft) \_\_\_\_\_

Off time @ high tide: Date \_\_\_\_\_ Time \_\_\_\_\_ Height of Tide (ft) \_\_\_\_\_ Total hours: \_\_\_\_\_

Electricity? Yes / No (Circle one)

### TERMS and CONDITIONS

User's Initials (Read carefully)

\_\_\_\_\_ I agree to arrive at least 30 minutes prior to the scheduled "on" time. If I'm late, my vessel will lose its priority and standby vessels will go on in my place. If I am not available to move my vessel off the grid when scheduled, I understand that it will be towed at my expense.

\_\_\_\_\_ If my plans change, I will notify the XXXX Office (XXO) by phone (XXX) XXX-XXXX) or VHF CH XX at least twelve hours prior to the scheduled "on time." If I am a "no show" I understand that I will be charged for each tide scheduled. If my vessel doesn't float at my scheduled "off" time, I will be billed until the vessel departs.

\_\_\_\_\_ I understand that vessel priority is determined by the XXXX and agree that my scheduled use of the Tidal Grid may be rescheduled without notice should a priority use of the Tidal Grid be required.

\_\_\_\_\_ I agree that payment for use of the Tidal Grid must be made at time of booking. A deposit of \$XXXX.00 is required to book the grid. The deposit will be refunded, less any administrative, service or cleanup charges, as determined by the XXXX, for use of the Tidal Grid.

\_\_\_\_\_ I understand that use of the Tidal Grid is at my OWN RISK and that positioning of and securing my vessel is my responsibility and will follow proper safety procedures when working and using pollutants near the water and remove my debris.

\_\_\_\_\_ User agrees to NOT conduct any activities which could result in the release of deleterious substances into the aquatic environment. Prohibited activities include, pressure washing, sand blasting, sanding, scraping and the removal or application of anti-fouling coatings.

\_\_\_\_\_ User assumes full responsibility for the proper disposal in an approved manner of all hazardous/non-hazardous waste generated by maintenance activities conducted on grid.

\_\_\_\_\_ User agrees to attend the vessel at all times while the vessel is on the Tidal Grid.

\_\_\_\_\_ I accept the use of the Tidal grid in "as is" condition. I will inspect it during the low tide immediately preceding my scheduled "on time". I accept the fact that there may be a risk of damage to my vessel when using the Tidal Grid.

\_\_\_\_\_ I understand that the XXXX is not liable for personal injury of vessel damage and agree to indemnify and hold the XXXX harmless from loss, damage or injury whatsoever while my vessel is on the Tidal Grid.

\_\_\_\_\_ I am responsible for the safekeeping of my vessel, its gear and my personal property and I agree to report to the XXO forthwith of any breach of these conditions, injury, damage, unsafe occurrence or spillage while using the Tidal Grid.

This agreement is between the XXXX and the undersigned "user." User agrees to the above terms and conditions.

\_\_\_\_\_ Date: \_\_\_\_\_  
User's Signature \_\_\_\_\_ Staff Signature \_\_\_\_\_

**The User will be furnished a signed copy of this agreement as a confirmation of the date, time, location, and terms.**

## Tidal Grid Use

- Use of the Tidal Grid is at your own risk.
- Use of the tidal grids must be by advance booking with and approved by the Manager.
- **No pressure washing** or **sandblasting** permitted.
- **No cleaning of** anti-fouling paints or **application** of new **anti-fouling paint** to vessel hulls.
- Deposit ALL waste materials in the designated containers located at \_\_\_\_\_.
- Vessel owners must have appropriate quantities of **absorbent materials** on hand for any vessel work with the potential **for spillage**.
- **Report all spills immediately** to:
  1. The Manager (XXX) XXX-XXXX and
  2. Spill Response Hotline: 1-800-663-3456

- XXXX