



SCHEDULE 1

**APPLICATION FOR THE USE OF THE ESQUIMALT GRAVING DOCK
PUBLIC SERVICES AND PROCUREMENT CANADA, VICTORIA, BRITISH COLUMBIA**

I (We), the undersigned, hereby make application for use of the facilities within the Esquimalt Graving Dock as indicated below:

Dates of Dry-dock:	From:	Name of Vessel:	
	To:		
Purpose of Dry-dock:		Owner's Name:	
Dates of Berthage: NLW <input type="checkbox"/> South Jetty <input type="checkbox"/>	From:	Port of Registry:	
	To:		
Purpose of Berthage:		Owner's Address:	
Master's Name:		Master's Address:	
Agent's Name:		Agent's Address:	
Dockmaster's Name:		Gross Registered Tonnage:	
Length, Overall:		Length between Perpendiculars:	
Draft, Aft:		Draft, Forward:	
Breadth, Extreme:		Fuel Type(s): <i>(e.g. Diesel, Bunker, LNG, Gas, etc.)</i>	
Propulsion:		Rise of Floor Amidships:	
Keel: Bar/Flat: <i>(If bar, state depth)</i>		Type of Vessel: <i>(Screw, sailing, not self-propelled, etc.)</i>	
Is there any explosive matter on board? YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, describe:			
Is this vessel carrying or has it carried any flammable material or dangerous cargo? YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, describe materials below and attach a copy of the gas free certificate obtained from a marine chemist:			
Is there any oil escaping from the vessel? YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, to what extent:			
Special features of ship, such as the length of "cut up" forward and aft, camber of keel, if any, and underwater form: <i>(State if "usual"; if "unusual", give particulars)</i>			<i>For office use:</i> <input type="checkbox"/> <i>Booking Form Received</i> <i>Date: _____</i> <input type="checkbox"/> <i>Cheque Received</i> <input type="checkbox"/> <i>Booking Confirmed</i> <input type="checkbox"/> <i>Booking Denied</i> <i>Authorized By: _____</i>
Do you require additional length on the North Landing Wharf other than for the vessel described above? YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, give details below:			



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International Ship Security Certificate Number (MANDATORY):	
International Maritime Organization Number (MANDATORY):	

If there is any cargo, equipment etc. that relates to the vessel described above, that requires storage within the Esquimalt Graving Dock facility an Esquimalt Graving Dock Land Use Application (EGDLUA) needs to be completed and forwarded to EGD Operations in accordance with the EGDLUA Process User Instruction Guide. No laydown of any equipment and/or cargo etc. is to take place until the EGDLUA has been approved in writing and returned by EGD Operations.

NOTE: Vessels visiting this facility for more than eight (8) hours are to ensure that the following documentation (Electronic or hard copy) are provided to EGD Operations:

1. Post Docking Survey;
2. Vessel Fire Control Plans;
3. Vessel Drawings; and
4. Vessel Crew List.

I (We), the undersigned, hereby agree to comply with the *Esquimalt Graving Dock Regulations, 1989*, and all other applicable Acts and regulations, including, but not limited to, the applicable provisions under the *Safe Working Practices Regulations* and the *Tackle Regulations* made pursuant to the *Canada Shipping Act 2001*, the requirements of the *Occupational Health and Safety Regulations* as adopted under the authority of the Workers Compensation Act of British Columbia, the *Fisheries Act* and the *Canadian Environmental Protection Act*.

(1) _____ Date: _____ 20 ____
Signature of Agent

(2) _____ Date: _____ 20 ____
Signature of Witness

SPECIAL BILLING INSTRUCTIONS:

Company Name: _____

GST Number: _____

Mailing Address: _____

Contact Name: _____

Telephone Number: _____ Email Address: _____



INDEMNIFICATION CLAUSE

I (We), the undersigned, hereby indemnify Canada for the vessel described below, located at _____ within the Esquimalt Graving Dock and Munroe Head, for the purpose and time stated, for the period of _____ 20 ____ .

Name of Vessel: _____

Vessel Owner's Name: _____

The Agent assumes and agrees to hold harmless, indemnify, protect and defend Her Majesty the Queen in right of Canada (“Her Majesty”), Her agents and employees, against any and all liability for injuries and damages to Her Majesty, the Vessel, crew, employees, agents, sub-contractors, guests, third parties or otherwise, incident to or resulting from the Vessel using the facilities of Esquimalt Graving Dock and Munroe Head, except in instances of an act or acts of negligence by Her Majesty or agents, servant of the Corporation of the Township of Esquimalt and all mutual aid partners. Damages will be deemed to include liability which is attributable to environmental impairment, or clean up expenses, including firefighting.

Should the Agent and the Vessel owner not be one and the same, the authorized signatory verifies that the following clause has also been included in the contract between the Agent and the Vessel owner:

The Vessel owner assumes and agrees to hold harmless, indemnify, protect and defend Her Majesty the Queen in right of Canada (“Her Majesty”), Her agents and employees, against any and all injuries and damages to Her Majesty, the Vessel, crew, employees, agents, sub-contractors, guests, third parties on a contractual, tort, statutory or any other legal or equitable basis including not limited to public safety service providers, fire protection officials, police, and rescue workers, related to the Vessel using the facilities of Esquimalt Graving Dock and Munroe Head, and resulting from an act or acts of negligence by the Vessel Owner, its agents and employees. Damages are deemed to include but not be limited to the liability which is attributable to environment impairment or clean up expenses, including firefighting.

Authorized Signature of Agent

Company Name

Signature of Witness

Date