

**The Town of Gore Bay
Gore Bay Marina
MOORING/LICENCE AGREEMENT
Covering all operations and including, dockage, hauling, storage and car and trailer parking**

This agreement made the
day of

Between hereinafter referred to as "the Marina" of the first part AND

Owner Name Address line one

Address line two

hereinafter referred to as "the Owner" of the second part

The parties hereto agree and acknowledge as follows:

The Owner warrants that he is the Owner, or the agent with authority for the owner of the following Boat ("the Boat"):

Boat Name: Registration no.

Make Power or Sail Length Beam Draft

Fuel Tank capacity Shore Power amps Slip assigned:

The Marina agrees to supply and the Owner agrees to pay for the following services (the "Services")

Seasonal dockage rate: Boat Length Extended price

Taxes Total Price Paid at signing

Balance Owing To be paid by Arrival Departure

ALL FEES AND CHARGES ARE PAYABLE IN ADVANCE OF OCCUPANCY OR SERVICE

The Owner agrees to pay for all Services in accordance with the rates as herein set forth. All fees and charges shall be payable in advance (of occupancy or service) unless otherwise agreed. The Marina reserves the right to vary the rates, terms and conditions as set forth herein, at its sole discretion, provided that a variation in rates, terms and conditions as herein set forth shall not be binding until the marina has given notice of such variation to the Owner in writing (the "notice"). The Notice may be delivered personally to the Owner whereupon the Owner shall have two (2) days from the date the Notice is delivered to repudiate this Agreement. The Notice may also be mailed to the Owner by ordinary mail at the address provided herein. The Owner shall be deemed to have received Notice eight (8) days from the date of mailing and the Owner shall have a further two (2) days to repudiate this Agreement. Upon repudiation of this Agreement, the Owner shall be entitled to obtain a pro rata refund for all services paid but not utilized. Unless the Owner advises the Marina, in writing, within two (2) days following receipt of the Notice of his intention to terminate this Agreement, as varied, the Owner shall be deemed to have irrevocably accepted the variations of the rates, terms and conditions for which he received Notice.

The Marina reserves the right to rent the owners assigned slip when the owner is not using it without re-imburement. The owner shall notify marina management when they are leaving the marina for a period of more than two days duration. A penalty of 2% per month will be charged for all outstanding fees after June 30 of the contracted season.

The Owner represents and warrants that there are insurance policy or policies currently in force which shall continue in force throughout the term of this Agreement in connection with the ownership and operation of the Boat having limits of not less than 1,000,000 for third party liability including bodily injury or death to any number of persons in any one accident and property damage.

Insurance Company Policy Number

THE TERMS AND CONDITIONS ON THE REVERSE SIDE FORM A PART OF THIS AGREEMENT

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written:

SIGNED SEALED AND DELIVERED
in the presence of:

signature (Owner/Agent for Owner)

Home Phone

Work Phone

Emergency Alternate:

Accepted (Marina)

Licence Only: In respect of the Services provided for in this Agreement, the Owner acknowledges that he is a licensee in respect of the dockage spaces and or the car/trailer parking spaces which may be assigned to him by the Marina from time to time with a right to use those facilities, at his own risk, together with all rights to access those facilities and the Boat and/or car or trailer for which he is licensed to use those facilities

Use of Specific Space: This Agreement does not grant or extend rights to the Owner with respect to any specific dockage space and or car/ trailer parking space throughout the term of this Agreement. The Marina may require the Owner to move the Boat, car or trailer and or equipment, or any of them, to another dockage space or parking space as the Marina considers appropriate. The owner agrees to move the Boat in accordance with the Marina's instructions and authorizes the Marina to move the Boat at the Owner's risk when unattended.

Waiver and indemnity: The Owner agrees to pay the costs of all damage to the Marina's property and to the property of other occupants of the Marina resulting directly or indirectly from the Owner's negligence or the negligence of his agents, invitees, crew, family members or guests. The Owner further covenants to indemnify and save harmless the Marina against any loss, costs, suit or claim arising out of the use of the Marina's facilities or equipment or the handling of any boat, car, trailer and any equipment brought onto the Marina's premises under the agreement, as well as for personal injury sustained by the Owner, his or her invitees, crew, family and guests or any third party while on the Marina premises pursuant to this Agreement, unless such damage or injury is caused by the gross negligence of the Marina.

No Duty to Inspect or Maintain: The Owner acknowledges that the marina does not assume any duty to care for the Boat, car, trailer or equipment or to prevent loss or damage thereto while the same is on the Marina premises, except as specifically authorized in writing by the Owner. The Owner hereby releases and discharges the Marina, its employees, agents and representatives from all actions, causes of action, claims and demands in relation to damage to the Boat, car, trailer and any equipment brought onto the Marina premises under the agreement, as well as for personal injury sustained by the Owner, his or her invitees, crew, family and guest or any third party while on the Marina premises pursuant to this Agreement, unless such damage or injury is caused by the gross negligence of the Marina.

No Assignment or sublet: The Owner agrees that he/she will not assign this Agreement or sublet the space rented herein without the written consent of the Marina.

Insurance: The Owner agrees that he will not do or permit to be done any act or thing which may make void any insurance upon the Boat or any property or any part thereof upon the Marina premises or which may cause any additional premium to be paid for any such insurance. The Owner shall indemnify the Marina for the costs of any increased insurance premium required to be paid by the Marina.

Rules and Regulations: The Owner agrees that he will not make or permit any unlawful, improper, noisy or otherwise offensive use of the Marina property. The Owner agrees to conduct himself in compliance with all Rules and Regulations of the Marina. The Owner shall insure that his invitees, crew, family members and guests conduct themselves in accordance with the Rules and Regulations of the Marina. The Marina shall have the right to amend the Rules and Regulations as it deems appropriate and such amendments shall be effective upon being posted at the Marina premises. The Marina shall have the right to immediately terminate this Agreement if the Owner or his invitees, crew, family members or guests fail to comply with the Rules and Regulations. The Owner hereby acknowledges having read and understood the Rules and Regulations of the Marina.

Repair and Storage Liens: The Marina shall have a lien against the Boat, its contents, trailer and equipment pursuant to the Repair and Storage Liens Act, R.S.O. 1990 c. R. 25 for all unpaid sums due under this Agreement. The Marina shall be entitled to retain possession of the Boat, its contents, trailer and equipment or any of them, until the Owner's account has been paid in full. The Marina shall be entitled to sell or otherwise dispose of the Boat, its contents, trailer and equipment in accordance with the Repair and Storage Liens Act for all amounts owing by the Marina.

Termination: This agreement shall remain in full force and effect for the term set out herein, unless terminated as a result of the following conditions:

- (a) The destruction of the mooring facilities by fire, storm or other calamity
- (b) Any breach of this Agreement, including the Rules and Regulations by the Owner

The Marina shall be entitled to terminate this Agreement immediately upon the occurrence of the above events. The Marina shall provide the Owner with notice of such termination in writing by delivery in person or by regular mail to the address provided on this Agreement. Notice by regular mail shall be effective eight (8) days after it is mailed. Upon termination, any amounts paid to the marina under this agreement shall be applied to any sums owing to the Marina for service, repair, storage, dockage and haulage fees, and any further amounts owing under this Agreement. The balance of funds, if any, shall be returned to the Owner.

No Waiver: A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions of this agreement other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.

Third Party Services: The Owner further agrees that while his boat is on the Marina's premises, he shall not hire or permit any person or any company, other than the marina, to perform any labour thereon or to make installation of equipment thereof, it being understood that the Marina does not permit any competitive labour or services to be performed on its premises without its express written authorization. The foregoing limitation is not intended to prevent the Owner or his regular crew from doing such work on his boat, provided such work is approved in writing by the marina.

Notice of Replacement of Boat: The Owner agrees that the terms of this Agreement shall apply to the Boat, or any additional, or substitute boats brought onto the premises by the Owner. The Owner hereby agrees to provide the Marina with notification of any such additional or substitute boat.

Corporate Authority: If the Owner is a corporation, their person signing this agreement hereby acknowledges as follows:

- (a) that he or she has the authority to bind the corporation; and
- (b) that the Owner has all necessary corporate power, authority and capacity to enter into this Agreement and to perform obligations under this Agreement; and
- (c) that the execution and delivery of this Agreement and consummation of the transaction contemplated under it have been duly authorized by all necessary corporate actions on the part of the Buyer.

Executors and Heirs: This Agreement shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns and, all references to the Owner, shall bind the actual Owner or Owners of the Boat and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Entire Agreement: this Agreement shall constitute the entire Agreement between the parties. There is no representation, warranty, condition or collateral agreement affecting this agreement other than as expressed herein in writing, and any amendments hereto must be made in writing and signed by the Owner and the Marina. This Agreement shall be read with all changes of gender and number required by the context.

Jurisdictions: The rights and obligations under this agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario.