

Marina Regulations: The parties hereto agree and acknowledge as follows:

1. 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 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.
2. 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.
3. In respect of any dockage or car/trailer parking services contracted for, the Owner acknowledges that he/she is a licensee on respect of the dockage spaces and/or the car/trailer parking spaces which may be assigned to him/her by the Marina from time to time with a right to use those facilities, at his/her risk, together with all rights to access those facilities and the Boat and /or equipment which he/she is licensed to use those facilities.
4. The Owner agrees to pay the costs of all damage to the Marina's property and to the property of other Marina tenants resulting either directly or indirectly for the Owner's negligence in respect of any act of omission of the Owner or any licensee, invitee, servant, agent, employee, guest, crew member or family member of the Owner. 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 facilities or equipment or the handling of any boat anywhere on the Marina property by the Owner or his servants, agents or employees. Without in any way limiting the generality of the foregoing, the Owner covenants to indemnify and save harmless the Marina against any loss, cost, suits claims (including penalties and fines) arising out of or in connection with the discharge or release of any fuel, chemicals, waste or other pollutants by the Owner or any licensee, invitee, servant, agent, employee, guest, crew member or family member of the Owner.
5. The Owner agrees that he will not assign this Agreement or sublet the space rented herein without the written consent of the Marina.
6. The Owner agrees that he will not do or permit to be done any act or thing which may make void or voidable any insurance upon the building 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.
7. The Owner agrees that he will not make or permit any unlawful, improper, noisy or otherwise offensive use of the Marina property and the Owner further agrees to observe, obey and be bound by all the rules and regulations made by the Marina from time to time and posted in or about the Marina premises, receipt of a copy of which is hereby acknowledged by the Owner.
8. The Marina shall have a lien against the above described Boat, gear, and contents for unpaid sums for use of the Marina facilities, repairs and sales and/or leasing of parts and accessories or for damage caused or contributed to by the above described Boat or by the Owner to any docks or property of the Marina or any other person on the Marina premises. In addition to the lien provided for, the Marina shall have a lien under the Repair and Storage Liens Act (Ontario) or such other replacement or successor statutes.
9. The Marina shall not be liable for any claims, howsoever founded, arising out of any cause whatsoever, (whether founded in tort or in contract or otherwise) and including claims for consequential damages, arising out of, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the space and premises herein leased, nor arising out of occasioned by or attributable to the presence on, rental, occupancy or use of the Marina or of the space and premises herein leased by the Owner or by any person visiting same or being thereon. The Owner agrees to indemnify and save harmless the Marina from and against any and all claims, howsoever founded, arising out of any cause whatsoever (whether founded in tort or in contract or otherwise), and including claims for consequential damages arising out of, occasioned by or attributable to the nature, construction, design, condition or state of the Marina or of the space and premises herein leased, whether founded in tort or in contract, and in any manner based upon, occasioned by or attributable to the presence on rental, occupancy or use of the Marina or the space and premises herein by the Owner or by any person visiting same or being thereon whether founded in tort or in contract.
10. The Owner agrees to move his Boat in accordance with the Marina's instructions and authorizes the Marina to move the Boat at its discretion at the Owner's expense and risk.
11. This Agreement shall remain in full force and effect for the entire term set out above, unless sooner terminated in accordance with the following conditions, to wit. (a) The destruction of the mooring facilities by fire, storm or other calamity. (b) Any breach of this Agreement, including the rules and regulations of the Marina as provided herein which form a part of this agreement. (c) By the owner paying 25% of the outstanding balance of the contract not already "paid" as determined by the four quarterly contract dates (Mar. 15, June 15, Sept. 15, Dec. 15).
12. If the owner decides to attempt to sell the boat before the end of the contract period he/she is encouraged to use the Marina's brokerage department for that transaction. However, if the owner decides to attempt a private sale: (a) At no time will the owner advertise the boat as being located at the Marina or give out the Marina contact information in reference to the sale of the boat. (b) At no time will the owner display a "For Sale" sign on the boat while on the Marina property or moored to a Marina dock. (c) At no time will the owner show the boat or demonstrate (sea-trial) the boat at the Marina.
13. 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.
14. The Owner further agrees that while his Boat is on the Marina premises, he shall not hire or permit any person or any company, other than the Marina, to perform any labor 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 crew from doing such work on his Boat, provided such work is approved in writing by the Marina.
15. The Owner agrees that the terms of this Agreement shall remain in full force and effect as long as he/she remains a tenant of the said Marina, and shall apply to the Boat, or any additional, or substitute boats. No Owner will be allowed to remove his Boat or its equipment until all accounts have been paid in full.
16. 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 of the Boat and their respective heirs, executors, administrations, personal representatives, successors and assigns. The Owner shall be responsible for all of his licensees, invitees, servants, agents, employees, guests, crew members and family members and ensure that they abide by all the Marina rules and regulations and the terms and conditions of this Agreement.
17. 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. This Agreement shall be read with all changes of gender and number required by the context.
18. In the event of any breach by the Owner of any of his/her obligations hereunder, the Marina shall have the right to terminate this Agreement and expel the Owner or any licensee, invitee, servant, agent, employee, guest, crew member or family member of the Owner and to remove the Owner's Boat and any equipment of the Owner from the Marina premises. In such event, the Owner shall be deemed to forfeit any and all monies paid for services hereunder as part compensation for or at the sole option of the Marina, in full satisfaction for, all rights, claims and demands of the Marina in respect of the breach by the Owner.