

# Mooring License Agreement

Covering all operations and including, dockage, hauling, launching, storage and car and trailer parking.



This agreement is made between Panache Bay Marina Inc. hereinafter called the "Marina" of the first part and the owner described below hereinafter called the "Owner" of the second part.

## OWNER

Owner Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Full Address and Postal Code: \_\_\_\_\_

### WARNING TO BOAT OWNERS

YOU SHOULD NOTIFY YOUR YACHT INSURER YOU HAVE SIGNED THIS AGREEMENT AS IT MAY INVALIDATE YOUR INSURANCE UNLESS YOU HAVE THE CONSENT OF THE INSURER IN WRITING

### The parties hereto agree and acknowledge as follows:

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

## BOAT, ENGINE & TRAILER

Boat Make: \_\_\_\_\_ Year: \_\_\_\_\_ Model: \_\_\_\_\_ L.O.A: \_\_\_\_\_  
(Length Overall)

License #: \_\_\_\_\_ Name: \_\_\_\_\_ Engine Size (# of cylinders): \_\_\_\_\_  
(Leave blank if unknown)

Engine Make: \_\_\_\_\_ Model: \_\_\_\_\_ Horse Power: \_\_\_\_\_

Trailer Make: \_\_\_\_\_ Model: \_\_\_\_\_ Lic Plate #: \_\_\_\_\_

## SERVICE AND PARKING

This agreement covers one (1) Mooring Slip or one (1) Launch on Demand service for the summer season. This comes with one (1) Public Parking pass. **Members can choose to upgrade this pass to a Private Parking pass for an additional fee.** Additional Private Parking passes and Public Parking passes are also available. Please contact the Marina if upgrade or additional passes are required and for rates.

Special Request (ex. weekly, monthly slip rental): \_\_\_\_\_

Arrival/Launch Date: May 1st Departure/Haulout Date: Oct 31st

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

The Owner agrees to pay for all services outlined above in accordance with the rates as here in a 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 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 (or such later date as specified in the Notice) to terminate 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 five (5) days from date of mailing and the Owner shall have a further five (5) days to terminate this Agreement. Upon termination 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 the Owner's 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/she received Notice.

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 #:** \_\_\_\_\_

**THE OWNER ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS AS SET OUT BELOW**



This license will automatically renew on the same terms and conditions, save as to the fees and charges which shall be the then-current rate, if all amounts owing have been paid, if the individual has not breached the terms of the license, and if no notice of termination is provided to the marina.


I have read and clearly understand this Licence and confirm that I have the authority to sign the Licence. I acknowledge this date having received a copy of the Licence.

**Owners Signature:**  \_\_\_\_\_ **Marina Owner / Officer Signature:**  \_\_\_\_\_

**Date (MM/DD/YYYY):** \_\_\_\_\_ **Date (MM/DD/YYYY):** \_\_\_\_\_

**ADDITIONAL TERMS & CONDITIONS**

**PAYMENT TERMS:** All accounts are payable in full as of the Storage Start Date as defined herein, or upon completion by the Marina of the Services described herein; whichever occurs first. The Marina shall charge and the Owner shall pay interest at a rate of 20% per annum.

**WAIVER OF LIABILITY:** Owner to Initial to Acknowledge this Waiver of Liability  \_\_\_\_\_

**Licence Only:** In respect of the services provided for in this Licence, the Owner acknowledges that he/she is a licensee in 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 own risk, together with all rights to access those facilities and the Boat and/or car or trailer for which he/she is licensed to use those facilities. Trailer storage extra \$250 unless customer uses the marina for winter storage. This Licence's conditions and rules will be extended by the Marina at its discretion with revised conditions if applicable.

**Use of Specific Space:** This Licence 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 Licence. 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.

**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/her agents, invitees, crew, family members or guests. Without limiting 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, or violation of any statute or regulation relating to the use, operation or ownership of the Boat by the Owner, his/her agents, invitees, crew, family members or guests. The Owner represents and warrants that his/her Boat is a pleasure craft, registered, identified and equipped in accordance with all applicable laws and that it will be operated under its own power in accordance with the Safe Boating Principles in the Marina area.

**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 Boat, car, trailer or equipment is on the Marina premises. 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's premises under the Licence, as well as for personal injury sustained by the Owner, his/her invitees, crew, family and guests or any third party while on the Marina premises pursuant to this Licence, 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 Licence or sublet the space rented herein without the prior written consent of the Marina. **Insurance:** The Owner agrees that he/she will not do or permit to be done any act or thing which may make void or voidable 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 to conduct himself/herself in compliance with all rules and regulations of the Marina. The Owner shall ensure that his/her 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 Licence if the Owner or his/her 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.

## ADDITIONAL TERMS & CONDITIONS (continued)

**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 (the "Act") for all unpaid sums due under this Licence as a storer and/or repairer. 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 and may exercise all rights and remedies as provided for in the Act. The Marina shall be entitled to sell or otherwise dispose of the Boat, its contents, trailer and equipment in accordance with the Act for all amounts owing by the Owner to the Marina.

**Termination:** This Licence 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 fires, storm or other calamity.
- (b) Any breach of this Licence, including the rules and regulations, by the Owner.

The Marina shall be entitled to terminate this Licence 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 in this Licence. Notice by personal delivery shall be effective as of the date delivered and notice by regular mail shall be effective eight (8) days after it is mailed. Upon termination, any amounts paid to the Marina under this Licence 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 Licence. 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 Licence other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.

**Third Party Service:** The Owner further agrees that while his/her Boat is on the Marina's premises, he or she 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 thereon, it being understood that the Marina does not permit third parties to complete or conduct labour or services on its premises without its express written authorization due to insurance and occupiers' liability concerns. When the Marina does not directly offer these services, permission from the Marina administration must be obtained for an offsite company to work on the Marina premises. The foregoing limitation is not intended to prevent the Owner or his/her regular crew from doing such work on his/her Boat, provided such work is approved in writing by the Marina.

**Notice of Replacement Boat:** The Owner agrees that the terms of this Licence shall apply to the Boat or any additional or substitute boats brought onto the Marina 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, the person signing this Licence hereby acknowledges as follows:

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

### Rules and Regulations in the Marina:

1. Periodic safety inspections may be required by the employees of the Marina and a boat may be boarded by Marina employees in the event of an emergency which may, in the opinion of the Marina, exist.
2. It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the Marina and, if not acceptable, Marina staff will adequately secure the boats and assess appropriate service fees.
3. No refuse of any kind will be thrown overboard and that garbage and recyclable material must be deposited in the appropriate bins supplied for that purpose and failure to do so will lead to a request that the Owners remove the refuse from the complex to an alternate recycle program.
4. Vessels can only be filled at the designated fuel dock and under the auspices of the Technical Standards and Safety Act, 2000, S.O. 2000, c1.6. Under no conditions is gasoline or diesel to be transported from portable cans to a craft's fuel tank in the harbour operated by the Marina.
5. Painting, scraping or repairing of gear will not be permitted in the Marina with the extent of repairs and/or maintenance to be made in any case at the discretion of the Marina. The Clean Marine Policy and Rules of the Marina must be adhered to.
6. Charcoal fires or gas barbecues will not be permitted within the confines of the Marina area except in areas designated for such use.
7. Keep noise levels to a minimum at all times and exercise reasonable care in the operation of generators, engines, radios, etc., so as not to cause a nuisance to others (indication of noise curfew).
8. Young children must be accompanied by adults at all times and they must wear life jackets when in small boats or near the water. Closed shoes and approved personal flotation devices must be worn by all clientele and guests while on the docks and waterfront property.
9. Pets shall be leashed within the confines of the Marina in accordance with local by-laws.
10. The Owner agrees that he/she will not store supplies, accessories, debris or other materials on the docks and that he/she will not construct thereon any locker, chests or other structures without written permission of the Marina.
11. In the event that a boat sinks at the dock or elsewhere in the Marina area, the Owner agrees to remove such wreck immediately. If the Owner fails to do so, the Marina will remove the wreck at the Owner's risk and expense.
12. All personal property must be removed from the Marina areas upon termination of the Licence.
13. All power and auxiliary power vessels will be under said power when entering or leaving the harbour.

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

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

Owner: 

Marina: 

**Waiver: of Claims, Release of Liability:** The Owner hereby waives any and all claims that I have, or may have in the future, against the Marina. The Owner hereby releases and forever discharges and holds harmless the Marina from any and all liability, claims and demands of whatever kind of nature including, but not limited to, any loss, damage, injury, including death, or expense that the Owner may suffer, either directly or indirectly, either in law or in equity, which arise, or may hereafter arise from my use of the Marina and its premises and waters, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, R.S.O. 1990, c.O.2, on the part of the Marina.