

Winter Storage License

Services provided by Panache Bay Marina,
1886 Panache Lake Road, Whitefish, ON, POM 3E0



OWNER

Owner Name: _____ Email: _____

Phone Number: _____

Full Address and Postal Code: _____

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 #: _____

STORAGE & SERVICE

Storage Start Date: Nov 1st _____

Storage End Date: May 31st _____

Daily Rate After Storage End Date: \$5.00 _____

Owner to Initial if No Winterization Required:

Owner to Initial if No Shrink Wrap is Required:

Where the Owner has contracted with the Marina to provide winterization services on the Boat, Engine, Trailer and Additional Equipment, such services shall be described in the Marina's Workorder/Estimate, a copy of which will be emailed to the Owner upon the return of this agreement. For clarity, the Marina assumes no responsibility for preparation of the Boat, Engine, Trailer and Additional Equipment except as explicitly authorized and directed by the Owner under this Licence, Where "No Winterization Required" is initiated by the Owner above, the Owner hereby releases the Marina from any and all obligation to winterize or otherwise service the Boat, Engine, Trailer and Additional Equipment and agrees to indemnify and save harmless the Marina for any damage caused by a lack of winterization.

ADDITIONAL TERMS & CONDITIONS

2. **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 Winterization Services described herein; whichever occurs first. The Marina shall charge and the Owner shall pay interest at a rate of 20% per annum.

2. **WAIVER OF LIABILITY:** Owner to Initial to Acknowledge this Waiver of Liability

a. The Owner acknowledges that the Marina does not assume any duty to care for the Boat, Engine, Trailer and Additional Equipment or to prevent loss or damage thereto while the same is under the control and direction of the Marina or is on the Marina's premises;

b. Except for the gross negligence or fraud of the Marina, the Owner hereby releases the Marina from liability for any damage, expense or loss to the Boat, Engine, Trailer and Additional Equipment however caused by the Marina, its employees, agents or representatives or otherwise, while the Boat, Engine, Trailer and Additional Equipment are under the control and direction of the Marina or are on the Marina's premises. The Owner hereby releases and discharges the Marina, its employees, agents or representatives from all actions, causes of action, claims and demands in any way related to this Licence; and

c. The Owner further 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.

3. **DAMAGE:** The Owner hereby agrees to reimburse or indemnify the Marina for any damages caused to any property of the Marina and for any sums required to be paid to anyone by the Marina, its agents or representatives as the result of the use of or presence on the Marina premises of the Owner, the Boat, Engine, Trailer and Additional Equipment.

ADDITIONAL TERMS & CONDITIONS

4. While the owners and guests are attending the property stored on the Marina property, proper clothing, shoes and protective gear must be worn at all times and the Marina discharged of any personal liability to injury or death.
5. **INSURANCE:** The Owner hereby agrees to maintain adequate insurance coverage on the Boat, Engine, Trailer and Additional Equipment while the Boat, Engine, Trailer and Additional Equipment are under the control and direction of the Marina or are on the Marina's premises.
6. **CLAIM FOR LIEN:** The Owner acknowledges that the Marina shall have a lien against the Boat, Engine, Trailer and Additional Equipment for all unpaid sums due to the Marina under this Licence. The Marina shall be entitled to liens pursuant to the Repair and Storage Liens act, R.S.O. 1990, c. R-25, as amended and any successor statutes. The Marina shall be entitled to retain possession of the Boat, Engine, Trailer and Additional Equipment until payment is received by the Marina of all sums owing by the Owner or until the Boat, Engine, Trailer and Additional Equipment are disposed of in accordance with the Repair and Storage Liens Act.
7. **LICENCE ONLY** The Owner expressly acknowledges that this Licence shall create a licence between the Marina and the Owner wherein the Owner is licenced to use the storage space and area from time to time designated by the Marina for the storage of the Owner's Boat, Engine, Trailer and Additional Equipment.
8. **LOCATION FOR STORAGE:** This Licence shall not grant to the Owner any right, title, claim or interest in or to any specific storage space or area. The Marina may determine, at its sole discretion, where the Boat, Engine, Trailer and Additional Equipment are to be stored. The Marina, at its sole discretion and without notice to the Owner, may relocate the Boat, Engine, Trailer and Additional Equipment from time to time as it may deem necessary.
9. **NO DUTY TO INSPECT OR MAINTAIN:**
- a. The Marina shall have no obligation to inspect or provide maintenance or repair for the Boat, Engine, Trailer and Additional Equipment except as authorized and directed by the Owner pursuant to this Licence; and,
 - b. The Marina shall have no obligation to maintain or repair the covering or shrink wrapping that has been applied to the Boat, Engine, Trailer and Additional Equipment by the Marina or on behalf of the Owner, except as authorized and directed by the Owner pursuant to this Licence; and,
 - c. The Marina shall have no obligation to notify the Owner of the necessity for any maintenance or repairs of the Boat, Engine, Trailer and Additional Equipment during the duration of this Licence.
10. **SNOW REMOVAL:** Except where the Owner has authorized and instructed the Marina to shrink wrap the Boat, Engine, Trailer and Additional Equipment pursuant to this Licence, the Marina shall have no obligation to remove snow or ice from the Boat, Engine, Trailer and Additional Equipment, or to notify the Owner of the necessity for any such snow or ice removal. The Marina shall not be responsible for any loss, damage, cost or expense relating to the removal or non-removal of snow or ice from the Boat, Engine, Trailer and Additional Equipment.
11. **AUTHORITY OF CORPORATION TO EXECUTE LICENCE:** If the Owner is a corporation:
- a. The Person signing this Licence hereby acknowledges that he or she has the authority to bind the corporation; and,
 - b. The Owner has all necessary corporate power, authority and capacity to enter into this Licence and to perform its obligations under this Licence; and,
 - c. 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.
12. **ENTIRE LICENCE:** This Licence shall constitute the entire licence between the parties and there is no representation, warranty, condition or collateral agreement affecting this Licence other than as expressed herein. This Licence may be amended only in writing upon written consent of the Marina and Owner. This Licence governs the terms and conditions for the specified services offered by the Marina and such conditions and adjusted terms will be extended at the discretion of the Marina until the property is removed from the site or a new form of licence is established.
13. **SUCCESSORS:** This Licence shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.
14. **SEVERABILITY** The Owner agrees that all provisions to this Licence are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.
15. **JURISDICTION:** This Licence shall be read with all changes of gender and number required by the context. This Licence and the affairs of the parties shall be governed by the laws of the Province of Ontario and the venue for any legal dispute shall be the jurisdiction in which the Marina is located.
16. The Owner, crews and guests must follow the Clean Marina Policy as outlined by the Marina's Clean Marine Program.
17. No boat should be plugged into shore power while not attended, while in dry land or indoor storage.

IMPORTANT NOTICE TO BOAT OWNERS

YOU SHOULD INFORM YOUR INSURANCE COMPANY THAT YOU HAVE SIGNED THIS LICENCE AS IT MAY INVALIDATE YOUR INSURANCE UNLESS YOU HAVE THE CONSENT OF THE INSURANCE COMPANY IN WRITING.



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): _____

This Licence is not valid unless signed and accepted by an authorized Officer of the Marina.