

WINTER STORAGE LICENSE

MARINA

Marina Sugarloaf Marina Email marina@portcolborne.ca
 Address 3 Marina Road, Port Colborne, ON Phone Number 905-835-6644

OWNER

Owner Name _____ Email _____
 Address _____
 Phone Number _____

BOAT

Boat Make _____ Year _____ Model _____ LOA _____ Beam _____
 HIN # _____ Name _____ Mast LOA _____

STORAGE

Haul Out Mast Step/Unstep Mast Storage

Haul Out Date _____
 Storage Start Date _____
 Storage End Date _____

Winter Storage Amount \$ _____
 Additional Fees \$ _____
 HST \$ _____
 Total Estimated Amount \$ _____

ADDITIONAL TERMS AND CONDITIONS

The Owner hereby agrees to store the Boat with the Marina under the following Terms and Conditions:

1. **PAYMENT TERMS** All accounts are payable in full as of the Storage Start Date as defined herein, or October 15th; whichever occurs first. The Marina shall charge and the Owner shall pay interest at a rate of 1.25% per month on any unpaid balance.
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.0.2, 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.
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 AND RELOCATION**
 - a. 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.
 - b. The Owner will have thirty (30) days to satisfy unpaid sums owed to the Marina upon receipt of notice from the Marina requesting delinquent accounts to be satisfied. If unpaid sums owed to the Marina are not satisfied following thirty (30) days, the Marina will send a Lien notice to the Owner.
 - c. The Marina may, at any time, coordinate the relocation of Boats, Engines, Trailers, and Additional Equipment from within Marina storage facilities to alternative storage locations of the Marina's choosing for reasons deemed to be reasonable by the Marina.

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
8. LOCATION FOR STORAGE AND LAUNCH DATE
- 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.
 - The Owner acknowledges that the Marina will provide the Owner with specific dates to schedule a spring launch. Available launch dates provided to the Owner by the Marina will be based on, but not limited to, factors such as date of haul out, size of Boat, and location of storage.
 - The Marina reserves the right to charge applicable fees and penalties to the Owner's account, should the Owner fail to schedule the launch within the dates provided by the Marina.
9. NO DUTY TO INSPECT OR MAINTAIN
- 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,
 - 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,
 - 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 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:
- The Person signing this Licence hereby acknowledges that he or she has the authority to bind the corporation; and,
 - The Owner has all necessary corporate power, authority and capacity to enter into this Licence and to perform its obligations under this Licence; and,
 - 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. Any outstanding accounts shall be levied a 1.25% monthly carrying charge on any overdue accounts.
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. THIRD PARTY SERVICE The owner further agrees that while his/her Boat is on the Marina's premises, he/she shall not hire or permit any person or any company, other than those designated by the Marina on the Workplace Passport system, 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.
17. The Owner, crews and guests must follow the Clean Marina Policy as outlined by the Marina's Clean Marine Program.
18. The areas surrounding the Boat are to always be kept in presentable condition. There will be zero tolerance for excessive clutter or refuse on, or around boats.
19. The Marina does not guarantee access to services such as hydro and water in all storage locations. Where applicable, access to hydro and water services will only be made available during the advertised hours of access for storage facilities. No boat should be plugged into shore power while not attended. Any power cords found to be plugged into service outside of access hours will be unplugged and removed.
20. The Marina reserves the right to take possession of and hold any boats found within the Marina that are not registered, and/or have not satisfied all requirements until all said requirements are met.
21. Storage facility hours are designated and posted by the Marina. Access to the storage facility outside of these hours without written consent of the Marina is not permitted.
22. No liveaboards or overnight stays permitted on boats in the storage facility.
23. The Owner agrees to conduct himself/herself in compliance with all rules and regulations of the Marina. The Marina shall have the right to immediately terminate this License if the Owner or his/her agents, invitees, crew, family members or guests fail to comply with the rules and regulations.

WARNING TO BOAT OWNERS

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

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

Dated at _____ this _____ day of _____.

Owner Signature _____ Marina Officer Signature _____