MOORAGE AGREEMENT

I,_____ do herby agree to the following conditions and stipulations of the contract as set out below.

- 1. That Payment shall be paid in advance unless previous arrangements are made.
- 2. That I assume all responsibility of maintaining and checking periodically the safeguard of my vessel.
- 3. That should the Marina Director be made aware of the potentially dangerous condition with my vessel, then the Marina Director shall have full authority to act in any reasonable manner to procure the safety of the other vessels, marina docks and my vessel.
- 4. That the marina is not responsible for theft, damage or vandalism to my vessel.
- 5. That I shall maintain adequate insurance coverage and provide proof to the marina upon request.
- 6. That I agree with posted rules and regulations of the marina and shall comply fully.
- 7. That I shall report any noticed hazards to the staff of the marina. Eg. sinking vessels, broken docks, dead heads, undesirable actions on docks and loose boards.
- 8. The company may cancel this contract if any owner, his guest, or his servants breaks any of the provision of the contract, and the owner upon cancellation forthwith remove his vessel from the company's premises or floats.
- 9. The parking is for the convenience of all customers and staff of the marina. All vehicles must have a valid parking pass displayed. Any vehicle with out a valid pass displayed will be towed at vehicle owners expense. No vehicle shall be left for an unreasonable length of time.
- 10. That the marina directors have full authority to relocate any vessel temporarily if needed.
- 11. That no refund shall be returned for overnight, weekly or monthly terms. Six month policies shall be converted back to monthly terms, with 1 month penalty. Yearly policies shall be converted back to monthly terms with a 2 month penalty.
- 12. That power charges are as stated below:

1-4 Amp Draw \$20.00

5-8 Amp Draw \$38.00

9-12 Amp Draw \$58.00

13-15 Amp Draw \$75.00

(Based on average of two meter readings)

- 13. That there is a one time phone hook up charge independent of Telus Charges.
- 14. That the dinghy dock shall be used in order to keep the walkways clear for all fellow boaters and their guests.
- 15. I shall give 1 month notice for termination of contract. The marina shall be under no obligation to continue contracts without prepayments and notification.
- 16. Any costs incurred by the marina and its directors in order to enforce any of the above items, shall be applied to the account of the vessel owner.
- 17. Price is subject to change without notice.
- 18. A person purchasing a boat under the contract will not acquire any of the rights under this contract.
- 19. Children under the age of 14, unless accompanied by an adult, shall not be permitted on the company's floats, and all children of that age shall wear lift jackets while on the company's floats.
- 20. The owner hereby irrevocably appoints the Marina manger his Attorney to seize the Vessel to satisfy accounts overdue in excess of 90 days. At any time, the marina may seize the vessel of any overdue account with costs added to the account.
- 21. Pets must be kept under control at all times.