



ONTARIO MARINA OPERATORS' ASSOCIATION

MARINA LEASE AGREEMENT

Account # _____

COVERING ALL OPERATIONS AND INCLUDING DOCKAGE, HAULING, LAUNCHING, STORAGE, CAR AND TRAILER PARKING, TRAVELLIFT, MAST, BLOCKING & CRADLING SERVICES, PARTS AND ACCESSORIES, REPAIRS AND OTHER SERVICES OF THE MARINA.

THIS AGREEMENT MADE THE _____ DAY OF _____ 20 _____

BETWEEN: PORT CREDIT HARBOUR MARINA NUMBER ONE PORT ST. E. MISSISSAUGA, ONT. L5G 4N1 Tel. (905) 274-1595 Fax; (905) 274-1029

NOTICE TO BOAT OWNER

ALL BOATS MUST HAVE PROPERTY AND LIABILITY INSURANCE IN FULL FORCE AND EFFECT THROUGHOUT THE TERM OF THIS AGREEMENT.

ALL CUSTOMERS MUST COMPLETE A BOAT QUESTIONNAIRE FORM AND BE APPROVED IN WRITING PRIOR TO BRINGING BOAT TO THE MARINA.

OF THE CITY OF MISSISSAUGA IN THE COUNTY OF PEEL IN THE PROVINCE OF ONTARIO

HEREINAFTER CALLED "THE MARINA" of the first part. ADDRESS _____ *

AND: _____ * CITY _____

HEREAFTER CALLED "THE OWNER" of the second part PROVINCE _____ POSTAL CODE _____

TELEPHONE NO: RESIDENCE (_____) _____ * BUSINESS (_____) _____ *

E-MAIL: _____ CELL (_____) _____ *

The parties hereto agree and acknowledge as follows:

The owner warrants that he is the OWNER, the MANAGING OWNER, OR THE AGENT WITH AUTHORITY OF THE OWNER OF THE BOAT.

Table with 5 rows and 4 columns for boat details (BOAT NAME, CLASS/MAKE, LENGTH, BEAM, DRAFT, POWER/SAIL, SHORE POWER, MAST.HT., TRAILER LICENSE#, INSURANCE COMPANY, POLICY NO.) and a SERVICES REQUIRED column (DOCKAGE, HAULING/LAUNCHING, STORAGE, OTHER).

*MANDATORY INFORMATION

ALL FEES AND CHARGES PAYABLE IN ADVANCE OF OCCUPANCY OR SERVICE.

THE OWNER, MANAGING OWNER, CHARTERER OR THE AGENT WITH AUTHORITY OF THE OWNER OF THE BOAT WARRANTS THAT THE ABOVE BOAT HAS PROPERTY AND LIABILITY INSURANCE IN FULL FORCE AND EFFECT THAT CONTINUES THROUGHOUT THE TIME PERIOD COVERED BY THIS MARINA LEASE AGREEMENT AND HE HAS READ THE TERMS AND CONDITIONS OF THIS MARINA LEASE AGREEMENT WHICH ARE DETAILED OVERLEAF AND AGREES TO ABIDE BY THEM IN EVERY RESPECT.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Signature)

- Owner
Managing Owner
Agent for Owner
Charterer

ACCEPTED:

(Marina)

Location _____

MARINA LEASE AGREEMENT TERMS AND CONDITIONS

1. The Marina agrees to supply and the Owner agrees to pay for the above services:
2. The Owner agrees to pay for all services contracted for herein in accordance with the rates as herein set forth or in accordance with the rates, terms and conditions as set forth in the Marina's form of invoice. All such charges shall be payable in advance of occupancy or service unless otherwise agreed.
3. The Owner agrees to pay the costs of all damage to the Marina's property and to the property of other Marina's tenants resulting either directly or indirectly from the Owner's Negligence. The Owner further covenants to indemnify and save harmless the Marina, its servants, agents or employees against any loss, costs, suit or claim arising out of the use of the Marina's facilities or equipment or the handling of any boat anywhere on the Marina property by the Owner or his servants, agents or employees.
4. The Owner agrees that he will not assign this agreement or sublet the space rented herein without the written consent of the Marina.
5. The Owner agrees that he will not do or permit to be done any act or thing which may make void or avoidable any insurance upon the building or any property or any part thereof upon the Marina's premises or which may cause any additional premium to be paid for any such insurance.
6. 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 listed on this agreement or posted in or about the Marina premises.
7. The Marina shall have a lien against the above described boat, gear and contents for unpaid sums due for use of the Marina facilities 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 herein provided for, the Marina shall have a lien under The Repair and Storage Liens Act.
8. The Marina shall not be liable for claims, whether founded in tort or in contract and including claims for consequential damages, arising out, occasioned by, or attributed 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, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the space and premises 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 leased by the owner or by any person visiting same or being thereon whether founded in tort or in contract.
9. The owner agrees to move his boat in accordance with the Marina's instructions and when unattended authorizes the Marina to move the boat in its discretion at the Owner's expense and risk.
10. 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 for herein which form a part of this agreement.
11. A waiver of any one or more of the terms or conditions herein shall not be deemed to be a continuing waiver.
12. The Owner further agrees that while his boat is on the Marina's premises, he shall not hire or permit any person or any company, other than the Marina, to perform any labour thereon or 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 regular crew from doing such work on his boat, provided such work is done in accordance with the rules and regulations of The Canadian Underwriters' Association and has been approved in writing by the Marina.
13. The Owner agrees that the terms of this agreement shall remain in full force and effect as long as he remains a Tenant of the said Marina, and shall apply to the herein described boat, or any additional, or substitute boats. Rates and/or charges shall be subject to change 30 days after notice of such changes have been given to the boat owner. No boat owner will be allowed to remove his boat or its equipment until all accounts have been paid in full.
14. The provision of docking and storage services by the Marina is done strictly on a seasonal or lease arrangement which is governed by this Marina Lease Agreement. The continuation of the services into another season or lease term is achieved by an offer extended by the Marina which can be revoked at any time at the Marina's discretion.
15. Fees will not be refunded (in whole or in part) for cancellation of summer docking unless the boat goes into land storage at the Marina or unless the vessel is sold and the new boat owner pays the remaining summer docking.