

MOORING/LICENCE AGREEMENT

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

This Agreement made the..... day of..... between
Sugarloaf Marina (hereinafter called the “Marina”) of the first part and.....
address
phone (primary)..... phone (secondary).....
email. (hereinafter called the “Owner”) of the second part.

Please provide up to two vehicle license plates to be registered at the boat ramp.

Primary License Plate..... Secondary License Plate.....

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 NAME		REGISTRATION OR LICENSE #		
MAKE/ MODEL	LENGTH	BEAM	DRAFT	MAST LOA

The Marina agrees to supply and the Owner agrees to pay for the following services (the “Services”): (To be completed by Marina)

DOCKAGE		ADDITONAL FEES		DISCOUNT		SUBTOTAL	
TAXES		TOTAL		AMOUNT PAID		BALANCE OWING	
SEASON START DATE				SEASON END DATE			

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, terms and conditions as herein 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 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 personally, or five (5) days following the receipt of the Notice by ordinary mail, 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 is an 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 \$2,000,000 for third party liability including bodily injury or death to any number of persons in any one accident and property damage. The Owner shall provide the Marina proof of insurance upon request from the Marina.

Insurance Company Policy #.....

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

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/Agent for Owner

[Sugarloaf Marina]

Accepted:
I have authority to bind the Corporation / Marina

OwnerMarina

(INITIAL)(INITIAL)

Season: The Owner acknowledges and understands that the Marina season is April 15th - October 15th and that Marina amenities and services may cease to be available following the end of the season.

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. This Licence’s terms, conditions and rules will be extended by the Marina at its discretion with revised terms and conditions if applicable.

Waiver of Liability: Owner to initial to acknowledge this Waiver of Liability (_____)

a. The Owner acknowledges that the Marina does not assume any responsibility or owe a duty of care to the owner 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, including within the waters of the Marina;

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 including within the waters of the Marina. 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.

d. The Owner acknowledges that there will be times where loose seaweed will be present within the Marina or water levels within the Marina, including the boat launch is low, or that silt and natural vegetation will grow that will impact the operational depth level within the Marina. The Owner further releases the Marina from any liability for any damage, expertise or loss to the Boat, Engine, Trailer and Additional Equipment however caused by loose seaweed or reduced depth levels within the Marina

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 responsibility or owe a duty of 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 agents, 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 agents, 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.

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, as amended, (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 email, or by regular mail to the address provided in this Licence. Notice by personal delivery and email 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 refunds will be provided to the Licensee for termination resulting from a breach of rules and regulations.

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, without the prior written consent of the Marina (Third Party Contractor Agreement), 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.

Advertising and Soliciting: No advertising or soliciting shall be permitted in, on, or from the Marina areas or any other location at the Marina by the Owner without prior approval of the Marina; No business activity connected with boats or boating or both, including the boat brokerage business and any activity associated with such business, shall be carried on, in or from the Marina areas or any other location of 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:

- Sugarloaf Marina has a Zero Tolerance for Harassment policy. In addition to personal responsibility, boaters docking at the Marina are responsible and punishable for all invitees including, but not limited to family, friends, crew members or contractors. Anyone found in breach of Sugarloaf Marina's Code of Conduct will be subject to suspension or termination.
- Suspension or termination will also apply to any noisy, unlawful, disorderly, offensive, indecent, or improper conduct by the Owner or any invitee of the Owner; The Marina will eject anyone, in the opinion of the Marina, engaging in behaviour that may injure any person; cause damage to property; or have the potential to harm the reputation of the Marina.
- The Marina reserves the right to request boats be moved to different locations within the marina other than original contracted spaces. The Marina reserves the right to tow, or move boats that have been requested to be moved, or under circumstances deemed appropriate by the Marina.
- The Owner is required to notify the marina when leaving for an extended cruise or period of time in excess of twenty-four (24) hours. During such times, the marina reserves the right to rent the slip out. Fees from such rentals are not owed back to the dock holder by means of discount or pro-rated docking fees in any case.
- Short-term rentals are prohibited within the Marina.
- All boats in the marina must be in seaworthy condition; boats that are not able to operate under their own power are prohibited from being in the marina.
- Any use of shore power, or extension cords within the marina must meet designated electrical safety standards. Cords must not hang into the water and are to always be secured. Owners found using electrical service that is not paid for within seasonal fees will have their cords removed and will be billed accordingly.
- It is the owner's responsibility to ensure maintenance of boats while in the Marina. The Marina is not responsible for maintaining or rescuing boats. If a boat sinks within the Marina, the Marina may have the boat rescued and removed from the Marina at the Owner's risk and expense.
- No one shall moor to any of the docking facilities within the Marina without first paying all required fees, as well as signing related mooring agreements and providing a copy of valid insurance with a minimum of \$2,000,000 liability coverage to the Marina.
- 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 docking requirements prior to mooring until all said requirements are met.
- Generators, engines, radios, etc. shall be operated in a manner that does not cause a nuisance to others. The Marina's quiet hours are between 11:00 p.m. and 7:00 a.m. and excessive noise is prohibited. Although quiet hours begin at 11:00 p.m., common courtesy is 24 hours.
- Open alcohol is prohibited everywhere within the Marina except for personal vessels or licenced event areas.
- Obstructing pathways on the docks by congregating or storing personal belongings is strictly prohibited. Social gatherings must be limited to the provided social spaces, or personal vessels only.
- Smoking is prohibited in areas indicated by posted signage.
- Speed limits within the Marina shall be observed and boat speed shall not cause a wake.
- Tenders (seadoos, jet skis, canoes, kayaks, zodiacs, etc.) shall not infringe on any other slip that is not assigned to the Owner.
- The Boat shall be secured to the dock with adequate lines. The Owner shall renew damaged lines upon the request of the Marina, or the Marina will replace lines and the Owner will be responsible for all applicable costs.
- No structures of any kind shall be constructed or attached to the Marina docks in any way without the written consent of the Marina.
- No areas within Marina facilities, including but not limited to, docks and all associated infrastructure are to be modified without consent of the Marina. The Marina will remove any personal decorations, structures, carpeting, or anything of the like at the Owner's sole expense.
- No dock box may be attached to the Marina docks without consent of the Marina. A dock box installed with the consent of the Marina shall be constructed and installed to the standards as set by the Marina.
- Dock boxes and/or all other personal belongings must be removed from the Marina docks at the end of the term of the season or the Marina will remove and dispose of items.
- The Marina may deny access to any person who is unable to supply adequate documentation or disclose a legitimate purpose for such attendance and access to Marina Facilities.
- Security access cards are issued at the beginning of each season, and returned at the end of the season, generally April 15 - October 15. Security access cards are not to be transferred or shared with anyone other than the designated card holders.
- Dock gates exist to enhance privacy and security and must always remain closed.
- Dock carts are a shared amenity for everyone within the marina to have access to. Return all carts to the designated storing areas after use.
- Owners and guests are responsible for all personal customs and immigration matters.
- Propane or any open flame barbecues or cooking devices are prohibited on all Marina docks. Electric barbecues are provided on the picnic/social docks.
- Transferring of fuel on the docks is prohibited. Fuel may be transferred only at the designated fuel dock location.
- Swimming is prohibited in all areas of the Marina.
- Young children must always be accompanied by adults, and must always wear life jackets while on the docks.
- Fishing off the docks, or on Marina grounds is strictly prohibited except for in the designated fishing areas and docks North of the pedestrian bridge connecting Marina grounds and H.H. Knoll Lakeview Park.
- Urinating or defecating off the docks or on the Marina grounds is prohibited.
- Littering, including littering into the water, is prohibited.
- Disposal of any items other than standard waste and recycling items is prohibited.
- Boats and dock slip areas are to be always kept in presentable condition. There will be zero tolerance for excessive clutter or refuse on, or around boats.
- Parking spaces are only to be used while boats are in use. Overnight parking while not on boats is prohibited.
- Oversized vehicles are prohibited from overnight or long-term parking at the Marina. The Marina reserves the right to refuse or direct parking privileges to any vehicle larger than a standard passenger vehicle.
- Personal mail addressed to the Marina is prohibited unless written approval from the Marina has been provided.
- The Marina uses email as the primary form of communication to customers. Any owner choosing not to provide an email address to the Marina will be responsible for obtaining any important information or communications themselves. Owners are required to notify the marina of any changes in email or primary addresses.
- The Marina will place a Lien on any property within the Marina that has outstanding debts owing to the Marina in respect of the use of dock slips, storage spaces, or any other expense incurred by or to the Marina on behalf of the Owner. The Marina may give notice of the Lien to the Owner, subject to the repairs and Storage Liens Act, R.S.O. 1990,c R.25.

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
<div></div>	<div></div>
Initial	Initial

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.0.2, on the part of the Marina.