

Pentowna Marina Limited

MOORAGE CONTRACT

BETWEEN:

(the "Lessor")

Berth: _____

AND:

Name: _____

Address: _____

Phone: _____

Email: _____

Circle One: (the "Lessee" or "Shareholder")

1) TERM.

The term of this Moorage Contract shall commence on _____ and end on _____, Normally the Marina is closed October 31.

2) BERTH.

The berth size is _____ feet wide, x _____ feet in length.

3) BOAT.

The boat occupying the berth is _____' in total length (includes bow sprit and swim grid), and has a _____' beam, is manufactured by _____ model number: _____ Reg #: _____

4) INSURANCE.

Personal Liability Insurance is mandatory for the lessee and all boat owners must have minimum coverage of one million dollars. A copy of the policy or, a statement from the insurance company recording this endorsement must be given to the Harbor Master each year prior to mooring. Initial here _____ indicating insurance policy is on file with harbor master.

5) GATES.

- a. Gate key deposit of \$20.00 per key is required,
- b. The Member has been given _____ gate key(s) (receipt of which is hereby acknowledged).
- c. The Gate shall not be left open.
- d. The Gate key(s) must be returned undamaged to the Harbor master within 30 days of the termination of this contract or the deposit will be forfeited.

Signed by the Pentowna Marina Limited this _____ of _____ 20_____

Pentowna Marina Limited

Per:

By signing below, lessee agrees to the terms and conditions of the moorage agreement and also acknowledges that they have received a copy of the moorage regulations.

Name _____ Print name _____

Address _____

Moorage Regulations

- 1) Excessive (as determined solely by the Harbour Master) overhang of the wharf by the bow, bowsprit, anchor or other attachments is prohibited.
- 2) Outboard motors shall be kept in the down or vertical position when the boat is moored.
- 3) 6 inches should be allowed on each side of boat for bumpers. Ideally boat beam should be 1 foot less than berth width.

4) MOORING LINES.

Each lessee is responsible for the safe mooring of their boat and shall furnish and maintain their own safety lines and fenders.

- a. Mooring Lines shall only be Nylon Braid Rope (Poly, Cotton or Hemp Ropes are not acceptable) and shall be used as follows:
 - (1) Boats less than 6 meters (20') should use 10 mm (3/8") lines fore and aft;
 - (2) Boats between 6 meters (20') and 9 meters (30') need 12 mm(1/2") lines fore and aft;
 - (3) Boats over 9 meters (30') should use Nylon Braid Rope in the thickness specified by the Manufacturer, but at least 16 mm (5/8"~ lines fore and aft.
- b. All Lines should be protected against abrasion and should be regularly inspected and replaced as needed.
- c. Springs in the bow lines are mandatory. Consult the attached diagram or Harbour Master for proper installation.
- d. To minimize strain on the fore and aft lines, it is mandatory that for – and – aft lines running lines (spring lines) be added. When spring lines are in place, the boat will be unable to move either forward or backward.

- e. Any shareholder or lessee notified by the Harbour Master or Safety Committee of an unsafe condition of their Docking Lines should immediately attend at the Marina with the Harbour Master to make the changes deemed necessary to meet the Marina requirement.
- 5)** This moorage contract applies only to the lessee's boat herein described. Any change in legal or beneficial ownership, whether in whole or in part or any change in boats shall require a new moorage contract and payment of any fee prescribed by the Board. It is the lessee's responsibilities to notify the Harbour Master of any changes or renewal of insurance and provide a copy thereof.
- 6)** Facilities shall not be used for unauthorized charter purposes or permanent living quarters,
- 7)** Dinghies shall not be stored on the docks or shore but maybe stored within the confines of the owner or (lessee's berth.
- 8)** Any boat moored in the Marina that does not have a current moorage contract, Insurance or renewal shall be removed at the boat owner's expense (including storage). It is the boat or slip owner's responsibility to submit any insurance changes.
- 9)** Boats must be moored only in the assigned berth. Assigned berths are non transferable. Temporary berth loans must be pre-authorized by the Harbour Master.
- 10)** All boats moored at the Marina shall be at the sole risk of the lessee and the Marina shall not be responsible under any circumstances for any loss , damage caused by or sustained to such boats, whether the same be caused by the negligence of the Marina, its servants, agents, or otherwise.
- 11)** The lessee shall be liable for any loss, damage or destruction caused to the Marina's or any other person's property by the lessee, and his/her guests or by the lessee's boat whether under operation and/or care of the lessee or any other person on board with the lessees' consent.
- 12)** Any damage to the Marina's property caused by unsecured or improperly moored boats shall be repaired at the lessee's expense.

- 13)** Any vessel which, in the opinion of the Harbour Master is in danger of sinking, or is a hazard to other vessels or premises, may be removed forthwith with all expense payable by the lessee.
- 14)** Should the Marina be required to render salvage services to any vessel, all costs thereof shall be payable by the lessee.
- 15)** The provisions of the *Warehouse Lien Act*. In so far as it contains rights and remedies, shall accrue to the benefit of the Marina.
- 16)** The lessee hereby releases the Marina, their employees or agents from any claim for damage arising as a consequence of objects being thrown from shore.
- 17)** The Marina reserves the right, to relocate any boat moored in the Marina, without previous notice to the lessee.
- 18)** All watercraft under way within the breakwater shall proceed dead slow and in a cautious and seaman-like manner. Watercraft operators are responsible for any damage caused by their wash.
- 19)** Outbound boats shall have the right of way over all other craft at the entrance through the breakwater.
- 20)** Operating a watercraft while impaired or operating a boat in a dangerous manner may at the sole discretion of the Directors of the Marina result in being denied the privilege of mooring at the Marina and moorage may be revoked,
- 21)** There shall be no swimming, diving or water-skiing in the Marina or in the approach channel to the Marina.
- 22)** Fishing from the floats or breakwater is prohibited.
- 23)** No tires, bumpers or other materials may be fastened to the docks, except as approved by the Marina.
- 24)** Minor repairs only may be carried out in the Marina; Use of electricity is only to facilitate minor repairs.

- 25)** All litter and rubbish of lessee or of their guests must be removed by the lessee. No litter shall be thrown overboard at left on the floats.
- 26)** The use of "through the hull" toilets or similar toilets is prohibited. The pumping or pouring overboard of bilge water, sink water, petroleum products or sewage is prohibited. Storage of flammable liquids must be in approved containers. Pouring of fuel within the Marina is not allowed.
- 27)** Children under the age often (16) years shall be accompanied by an adult.
- 28)** Dogs must be kept on a leash and in the hands of a competent person at all times. All litter and droppings must be immediately picked up and removed from the Marina.
- 29)** Bicycles shall not be ridden on the docks.
- 30)** The Marina may assess a penalty or may cancel this agreement if any lessees, their guests or servants violate any of the provisions of this agreement and the lessee shall, upon cancellation of this agreement forthwith remove their boat from the Marina. Failure of a lessee to do so within seven (7) days of such cancellation, shall entitle tile Marina to do so at the lessee's expense.
- 31)** It is understood and agreed that the undersigned hereby waives its rights of subrogation against Pentowna Marina Limited from all liabilities and for any claim for loss, damage by fire and any other hazards or caused by any act or neglect on the part of Pentowna Marina Limited or its employees or shareholders.
- 32)** No benefit is conferred upon the lessee other than as described in this agreement.
- 33)** The Marina complex is private property and is for the sole use of shareholders, lessees and their guests.