



51 Golf Links Rd
Sturgeon Point, ON
K0M 1N0
info@slsc.ca www.slsc.ca

Mooring and Storage Agreement

This agreement made on _____ between the Sturgeon Lake Sailing Club herein called "the Club" of the first part and _____ address _____
Phone #: _____ Cell #: _____ Email: _____
herein called "the Owner" of the second part.

Warning to Boater – Notify your yacht insurer that you have signed this agreement, as it may invalidate your insurance unless you have consent of the insurer in writing

The parties hereto agree and acknowledge as follows:

The Owner warrants that they are the Owner or agent with authority of the Owner of the following Boat ("the Boat"):

Boat Name: _____ Registration/License: _____

Boat Make: _____ Length: _____ Beam: _____ Draft: _____

The Club agrees to supply and the Owner agrees to pay for the following Services ("the Services"):

Slip #: _____ Slip Fee: \$675.00

Start Date: May 21, 2022 End Date: October 10th, 2022

The Owner agrees to the terms and conditions listed below and to pay for all Services in accordance with the rates as herein set forth. All fees and charges shall be payable in advance (of occupancy or service) unless otherwise agreed. The Owner represents and warrants that there are 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 \$1,000,000 for third party liability including bodily injury or death to a number of persons in any one accident and property damage.

Insurance Company _____ Policy # _____

Accepted: _____

Signature – the Club

Signature – Owner/Agent

TERMS AND CONDITIONS

Licence Only: In respect of the Services provided for in this Licence, the Owner acknowledges that they are a licensee in respect of the dockage, car, and/or trailer parking spaces which may be assigned to them by the Club from time to time with a right to use those facilities at their own risk, together with all rights to access those facilities and the Boat, car, and/or trailer for which they are licenced to use those facilities. This Licence's conditions and rules will be extended by the Club owner at their discretion with revised conditions, if applicable.

Waiver & Indemnity: The Owner agrees to pay the costs of all damage to the Club's property and to the property of other Club occupants resulting directly or indirectly from the Owner's negligence or the negligence of their agents, invitees, crew, family members, and/or guests. Without limiting the foregoing, the Owner covenants to indemnify and save harmless the Club against all 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, and/or violations of any statute or regulation relating to the use, operation, and/or ownership of the Boat by the Owner, their agents, invitees, crew, family members, and/or guests. The Owner represents and warrants that their Boat is a pleasure craft, registered, identified, and equipped in accordance with Canadian Shipping Laws and that it will be operated under its own power in accordance with Safe Boating Principles in the Club area.

No Duty to Inspect or Maintain: The Owner acknowledges that the Club does not assume any duty to care for the Boat, car, trailer, and/or equipment or to prevent loss or damage thereto while the Boat, car, trailer, and/or equipment is on the Club premises, except as specifically authorized in writing by the Owner. The Owner hereby releases and discharges the Club, its employees, agents, and/or representatives from all actions, causes of action, claims and demands in relation to the Boat, car, trailer, and/or any equipment brought onto the Club premises under the Licence, as well as for personal injury sustained by the Owner, their invitees, crew, family, guests, and/or any third party while on the Club premises pursuant to this Licence, unless such damage or injury is caused by the gross negligence of the Club.

No Assignment or Sublet: The Owner agrees that they will not assign this Licence or sublet the space rented herein without the written consent of the Club.

Insurance: The Owner agrees that they 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 Club premises or which may cause any additional premium to be paid for any such insurance. The Owner shall indemnify the Club for the costs of any increased insurance premium required to be paid by the Club.

Rules & Regulations: The Owner agrees to conduct themselves in compliance with all rules and regulations of the Club. The Owner shall ensure that their crew, family members, and/or guests conduct themselves in accordance with the rules and regulations of the Club. The Club 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 Club premises. The Club shall have the right to immediately terminate this Licence if the Owner or their invitees, crew, family members, and/or guests fail to comply with the rules and regulations. The Owner hereby acknowledges having read and understood the rules and regulations of the Club.

Termination: This Licence shall remain in force and effect for the terms 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.

No Waiver: A waiver of any one or more of the terms of 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 their Boat is on the Club's premises they shall not hire or permit any person or any company, to perform any labour thereon or to make installation of equipment thereof, it being understood that the Club 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. Permission from the Club administration must be obtained for an offsite company to work on the premises. The foregoing limitation is not intended to prevent the Owner or their regular crew from doing such work on their Boat, provided such work is approved in writing by the Club.

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 Club premises by the Owner. The Owner hereby agrees to provide the Club 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 they have the authority to bind the corporation; and,
- ii) That the Owner has all necessary corporate power, authority, and capability 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 buyer.

Rules & Regulations in the Club

- 01) It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the Club and, if not acceptable, Club staff will adequately secure the boats.
- 02) No refuse of any kind will be thrown overboard and garbage and recyclable material must be deposited in the appropriate bins supplied for that purpose and failure to do so will lead to a request that the Owners remove the refuse from the complex to an alternate recycle program.
- 03) No bilge pumps are to be turned on in the harbour and Part III of the Oil Pollution & Regulations Act shall be adhered to.
- 04) Painting, scraping, and/or repairing of gear will not be permitted in the Club with the extent of repairs and/or maintenance to be made in any case at the discretion of the Club. The Clean Marine Policy and rules of the Club must be adhered to.
- 05) Charcoal fires or gas barbeques will not be permitted within the confines of the Club.
- 06) Keep noise levels to a minimum at all times and exercise reasonable care in the operation of generators, engines, radios, etc., so as to not cause a nuisance to others (indication of noise curfew).
- 07) Young children must be accompanied by adults at all times and they must wear lifejackets when in small boats or near the water. Closed shoes and approved personal flotation must be worn by all clientele and guests while on the docks and waterfront property.
- 08) Pets shall be leashed within the confines of the Club in accordance with by-laws.
- 09) The Owner agrees that they will not store supplies, accessories, debris, and/or other materials on the docks and that they will not construct thereon any locker, chests, and/or other structures without written permission of the Club.
- 10) In the event that a boat sinks at the dock or elsewhere in the Club area, the Owner agrees to remove such wreckage immediately. If the Owner fails to do so, the Club will remove the wreck at the Owner's risk and expense.
- 11) All personal property must be removed from the Club areas upon termination of this Licence.
- 12) All power and auxiliary power vessels will be under said power when entering or leaving the harbour.

Entire Licence: This Licence shall constitute the entire Licence between the parties. There is no representation, warranty, condition, and /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 Club. The Licence shall be read with all changes of 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.