



<b>STEP 1: MEMBER PROFILE</b>		Customer #
This License Agreement (herin after called the 'Agreement') is made between Starport Marina Inc., (herin after called the 'Marina') and		
Name ('Owner'):		
Street:		
City	P/C	Prov.
Cell #1		
Cell #2		
Email #1		
Email #2		
Name of Boat		
Make	Model	
Vessel Registration #	Year	
Hull Number	LOA	Beam
Insurance Policy atatched with \$2 Million Liability per vessel		
Member confirmation		Starport

**STEP 2: CHOOSE SLIP LOCATION**

<b>Includes: spring launch, fall haul out, blocking and lifting in a covered slip. Please select one of the following</b>		
Club Slip Only	1-6	<b>\$10,079.00</b>
West HBR East side	01	<b>\$8,520.00</b>
West HBR East side	02,03	<b>\$8,104.00</b>
West HBR East side	04-19, 22-26	<b>\$7,768.00</b>
West HBR East side	20	<b>\$7,868.00</b>
West HBR West Side	27-50	<b>\$7,421.00</b>
West HBR West Side End	51	<b>\$7,649.00</b>
Central HBR West side	01-24	<b>\$6,207.00</b>
Central HBR Open	25, 26	<b>\$6,058.00</b>
Central HBR East side	27-43	<b>\$5,997.00</b>
Open River	1 and 12	<b>\$7,768.00</b>
Open River	2-11	<b>\$7,486.00</b>
Open River	13-14	<b>\$8,583.00</b>
Wall Slip	01	<b>\$7,873.00</b>
Wall Slip	02	<b>\$6,298.00</b>
Wall Slip	03	<b>\$5,997.00</b>
Wall Slip	04-06	<b>\$8,583.00</b>
East HBR West side	01-41	<b>\$7,798.00</b>
East HBR West side End	42	<b>\$7,869.00</b>
East HBR East side End	43	<b>\$7,625.00</b>
East HBR East side	44-83	<b>\$7,445.00</b>
PWC/DINGHY (No Trailer)	MAY-OCT	<b>\$1,200.00</b>
PWC/DINGHY (with Trailer)	MAY-OCT	<b>\$1,599.00</b>
Vessels up to 25' (no power)	MAY-OCT	<b>\$3,000.00</b>
Vessels up to 24' (with power)	MAY-OCT	<b>\$3,500.00</b>
Trailer Storage (May-October)	<b>Simcoe</b>	<b>\$600.00</b>
Trailer Storage (Severn Lower)	<b>Severn</b>	<b>\$150.00</b>

Date:	Slip #	Contract #
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Seasonal Slip May-Oct assigned by Marina at 85% of annual slip, subject to availability. No Discounts.

**STEP 3: PAYMENT INFORMATION MUST ACCOMPANY CONTRACT**

**NEW THIS YEAR - All contracts to be paid with Cheque or Bank Draft 6.5% Late renewal fee will apply after OCT 1, 2022. Discount of 3% when paid in full**

Posted Slip Rate:	\$	
Renewal after Oct 1, 2022 add 6.5%	\$	
Fuel Loyalty Discount	\$	
Discount if paid in full 3%	\$	
Enviro Fee	\$	35.00
HST	\$	
Contract Total	\$	

**STEP 4: CHOOSE PAYMENT OPTION**

- Payment Option #1** - Full Cheque Payment with Discount by October 1, 2022
- Payment Option #2** - Five equal payments - All post dated cheques must be received by October 1, 2022. Cheques dated the first of October, December, February, April and June.
- Payment Option #3** - Monthly Cheque Payment Plan - Nine equal payments due first of each month from October 2022 to June 2023.

**STEP 5: RETURNING CONTRACT & PAYMENT**

- Please enclose the following in your return envelope
- A) Marine License Agreement (keep yellow copy - your receipt)
  - B) Payment Option - select from Step 5
  - C) For charging privileges during season complete CC Authorization
  - D) Clean Marine completed and Signed
  - E) Copy of Insurance showing Liability

THIS LICENSE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT ON BOTH SIDES OF THIS AGREEMENT AND THE RULES AND REGULATIONS ATTACHED HERETO AS SCHEDULE 'A'. THE OWNER ACKNOWLEDGES HAVING RECEIVED A TRUE COPY OF THIS MARINE LICENSE AGREEMENT AND SCHEDULE 'A' AND AGREES TO BE BOUND BY THE PROVISIONS THEREOF.

EXECUTED by the Owner (who has the authority to bind this contract) this day of 20

Owner Name (Please Print Above)

Owner (Signature Above)

RECEIVED and APPROVED by this day of 202

(note this contract is not valid until executed by Starport Marina)

# MARINE LICENCE AGREEMENT (ANNUAL)

The parties agree and acknowledge as follows:

## 1. OWNERSHIP AND DESCRIPTION OF BOAT

a) The person signing this "Agreement" as "Owner" warrants and represents that he/she is the "Owner" of the "Boat" described on the front side hereof (herein called the "Boat") or the Authorized Agent of the Owner, and has the power to enter into this Agreement.

## 2. GRANT AND TERM OF LICENSE

a) Subject to the term and conditions herein contained, the Marina hereby grants to the Owner a license to store the Boat from March 1st (the "commencement Date") to February 28th annually in the slip the Marina designated, including winter storage;

b) The Marina agrees to supply electrical power to the slip to the extent such power is presently installed. The Owner agrees not to tamper with the electrical power and equipment in or about the Marina property and/or draw power from sources other than that provided in the slip, which is the supply the Owner must solely use. The Marina shall not be responsible for any damage to the Boat or its contents arising from a failure to provide electrical power. No electrical power will be provided after haulout has been completed.

c) The Owner agrees that no vessel except the Boat described on this contract shall be permitted to use the slip/space assigned to the Owner without the consent of the Marina management, which consent shall be in the sole and absolute discretion of the Marina.

d) The Owner shall not assign or sublet this license or their slip in the Marina without prior written consent of the Marina, which consent shall be subject to a \$200.00 administration charge.

## 3. LICENSE FEES

For the use of the facilities described in section 2 hereof, the Owner agrees to pay the slip fees and charges (herein after called the "Fees") as set out on the front side hereof, in advance, in accordance with the slip payment option chosen by the Owner.

(a) If the amount required to be paid for Fees is not paid when due, the Marina reserves the right not to launch the Boat during the normal spring launch schedule as posted by the Marina at the beginning of each spring. At any subsequent launching of the Boat, the Owner agrees to pay in advance of launching the Boat, an additional launch charge, as advised by the Marina for launching the Boat out of sequence.

(b) The Marina shall not be obligated to return any portion of the Fees if the Owner vacates the docking facilities prior to the expiry of this Agreement and all Renewals, unless prior arrangements are made in writing and agreed upon by the Marina.

(c) The Owner hereby acknowledges that due to the seasonal nature of the Marina business it is difficult if not impossible for the Marina to re-market a slip and there shall be no obligation on the Marina to do so if the Owner vacates the docking facilities prior to the expiry of this Agreement and all Renewals.

## 4. LATE CHARGES AND INTEREST

Should the Owner fail to pay any part of the fees required to be paid by this license or any other sum required to be paid hereunder as they are due, the Owner shall pay the Marina interest at the rate of thirty percent (30%) per annum, calculated monthly, not in advance, payable on demand, on such amounts until the date of payment.

## 5. USE OF COMMON MARINA PROPERTY

The Owner shall be entitled, in common with the Marina, other authorized users, and its other licensees, to use the grounds of the Marina property including its washrooms and common areas subject to the provisions of sections 7 and 8 hereof.

## 6. SIGNS, RULES AND REGULATIONS

(a) The Owner agrees to observe all posted signs, and Rules and Regulations made from time to time including those annexed as Schedule "A", and including those related to navigation in or about the Marina premises. If the Owner, his/her family or guests fail to obey any terms or conditions hereof, or of such Rules and Regulations (the provisions of which are hereby expressly incorporated herein) or any warnings, or directions, of the Marina management pursuant thereto, the Marina may, in its sole discretion, give written notice to the Owner of Termination of this license agreement, and upon receipt of such notice, the Marina shall be under no further obligation to provide the services contracted hereunder, but the Owner shall remain bound by the provisions of section 8 hereof, while the Boat remains on the Marina premises.

(b) If this License is terminated by the Marina pursuant to paragraph 6(a) above, the Marina shall retain from the fee paid the sum equal to \$1.00 per foot per day based on overall length of the Boat from and including March 1st of the then current year to the date of removal of the Boat from the Marina and the Marina shall refund the balance of the fees, if any, upon receipt of a full release acceptable to the Marina from the Owner.

## 7. REPAIRS BY OWNER OR AGENTS

The Owner further agrees that while his/her Boat is on the Marina's property, he/she shall not hire or permit any person or any company, other than the Marina, to perform any labour thereon or to 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 with out its express written authorization. The foregoing limitation is not intended to prevent the Owner or his/her regular crew from doing such work on his Boat, provided such work is done in accordance with the rules and regulations of The Canada Underwriters' Association and has been pre-approved in writing by the Marina management.

## 8. NO LIABILITY ON MARINA

The Marina shall not be liable for claims, whether founded in tort or in contract, losses or damages for any reason whatsoever including without limitation claims for consequential damages, arising out of, occasioned by, or attributable to the nature, construction, design, condition or state of repair of the Marina property or of the space and premises herein licensed, nor arising out of, occasioned by or attributable to the presence on, license, occupancy or use of the Marina property or of the space and premises herein licensed by the Owner or the Owner's family, guests, invitees or licensees.

## 9. INDEMNIFICATION OF MARINA

(a) 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 property or of the space and premises herein licensed, whether founded in tort or in contract, and in any manner based upon, occasioned by or attributable to the presence on, license, occupancy or use of the Marina property or the space and premises herein licensed by the Owner or by the Owner's family, guests, invitees or licensees.

(b) The Owner agrees to further indemnify and save harmless the Marina, its agents and employees against any loss, damage or claim whatever arising from or incidental to the use of the Marina property and facilities (including, without limitation, the storage pursuant hereto, or the handling of the Boat, or any other vessel owned or in the command of the Owner or his immediate family) by the Owner or the Owner's family, guests, invitees or licensees.

## 10. INSURANCE

The Owner warrants that he/she has and shall maintain adequate and proper insurance coverage on the Boat at all times, including standard public liability coverage which shall be in an amount and coverage acceptable to the Marina. A copy of your current Insurance Policy showing minimum proof of \$2Million Liability to be included with this signed Agreement.

## 11. RESPONSIBILITY TO WINTERIZE

The Owner acknowledges that it is his/her responsibility to winterize the Boat each year and that this service is not included in the license fees payable under this Agreement. The Owner, prior to October 1st each year shall enter into an agreement with the Marina to provide this service at the Owner's additional expense. There shall be no obligation on the part of the Marina to winterize the Boat unless the Owner has each year during the currency of this Agreement and all Renewals entered into such an agreement.

## 12. LIEN ON BOAT

The Marina shall have a lien against the Boat, gear and contents for unpaid sums due or for damage caused or contributed to by the Owner or those persons for whom the Owner is responsible to any docks or other Marina property or property of 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 (Ontario)**.

## 13. SALE OF BOAT

(a) No Owner shall permit any "FOR SALE" signs to be placed on or near the Boat without the permission of the Marina management;

(b) Any Boat that is for sale must be registered as such with the Marina management;

(c) Boats may be sold by the Owners, but may not take prospective purchasers on board. No Brokers shall be permitted to show the Boat on Marina property without the prior consent of the Marina management.

## 14. JOINT AND SEVERAL LIABILITY

If more than one licensee is named on this license, the liability of each shall be joint and several.

## 15. AUTOMATIC RENEWAL

This Agreement shall commence on the commencement Date set out above and shall be automatically renewed from year to year on the 1st day of March in each subsequent year subject to the following:

(a) Subject to subparagraph (c) and (d) below, on or before December 31 in each subsequent year, the Marina shall forward to the Owner at the last address of the Owner shown in the records of the Marina, an invoice setting out the Fees which will come into effect on March 1 of the subsequent year, together with any amendments to this Agreement. (b) If the Owner has not paid the Fees as invoiced and signed any amendments, this Agreement shall terminate on February 28 of the "subsequent year" referred to in paragraph (a) above. In such case, the Owner shall remove his/her Boat from the Marina property on or before Victoria Day Monday of the subsequent year and shall pay to the Marina its standard launch fee and a pro-rated (calculation is annual fees 12 ÷ M + HST) amount of the annual storage/slip fee for the subsequent year. If the Boat has not been removed by that date, the Owner, prior to removing his/her Boat, shall pay to the Marina the aforesaid charges together with an additional sum equal to \$1.00 per foot per day (based on the overall length of the Boat), from and including Victoria Day Monday of the subsequent year, to and including the date the Boat is removed from the Marina property.

(c) If the Owner has paid the Fees as invoiced and signed any amendments, this Agreement shall be deemed to be renewed for a further year commencing March 1 of the subsequent year together with the Fees and amendments to the Agreement sent to the Owner pursuant to subparagraph (a) above all of which shall form part of the renewal.

(d) If the Marina does not intend to renew this Agreement for a further year, the Marina shall notify the Owner in writing on or before December 31 that the Agreement shall expire on February 28 of the subsequent year. In such cases, the Owner shall remove his/her Boat from the Marina property on or before Victoria Day Monday of the subsequent year and shall pay to the Marina its standard launch fee and a pro-rated amount of the annual storage/slip fee for the subsequent year. If the Boat has not been removed by that date, the Owner, prior to removing his/her Boat, shall pay to the Marina such charges together with an additional sum equal to \$1.00 per foot per day (based on the overall length of the Boat), from and including Victoria Day Monday of the subsequent year, to and including the date the Boat is removed from the Marina property.

## 16. BINDING ON HEIRS

This Agreement shall be binding on the parties hereto and upon their respective successors, heirs, executors, administrators, and permitted assigns.

## 17. WINTER STORAGE

The Marina reserves the right to re-allocate the Owner's covered slip for the purposes of covered winter storage. If the Marina exercises this right the Owner's Boat shall be returned to its assigned covered slip following the spring launch.

## 18. NOTICES

Any notice required by this Agreement is sufficiently given if delivered in the case of the Owner to the address shown above and posted on the premises or left with an adult at the premises, or in the case of the Marina if delivered to the Marina at the address set out above and left with an employee of the addresses of the Owner and Marina set out above then on the fourth (4th) business day following the date of mailing (Saturdays, Sundays and Statutory Holidays excluded). Notwithstanding the foregoing notice is sufficiently given if sent by facsimile transmission to the Owner's or Marina's current fax number, and such notice shall be deemed to be received at the time of transmission.

## 19. PERSONAL INFORMATION

The owner hereby consents to the collection and use of personal information herein provided or otherwise collected by the Marina from time to time from the Owner in connection with this agreement and the disclosure and use of such information by the Marina in such manner as it may consider appropriate including disclosure to insurance companies, other organizations, corporations or entities.

## 20. OWNERS ACKNOWLEDGES THAT HE/SHE HAS

READ THE PROVISIONS OF THIS AGREEMENT INCLUDING THE PROVISIONS OF PARAGRAPH 8 AND 9 HEREOF RELATING TO THE ASSUMPTION BY THE OWNER OF CERTAIN RISKS AND OBLIGATIONS AND THAT THIS AGREEMENT WOULD NOT BE ENTERED INTO BY THE MARINA BUT FOR THE INCLUSION OF SUCH PROVISIONS BINDING TO THE OWNER

## 21. WARNING TO OWNER

YOU ARE WARNED THAT YOU SHOULD NOTIFY YOUR BOAT INSURER THAT YOU HAVE SIGNED THIS AGREEMENT, AS IT MAY INVALIDATE YOUR INSURANCE UNLESS YOU HAVE THE CONSENT OF THE INSURER IN WRITING

## 22. RESPONSIBILITY TO PREPARE BOAT FOR SPRING LAUNCH

The Boat Owner acknowledges that it is His/Her responsibility to prepare the Boat for Spring Launch no Later than April 1st each season. Preparation includes all drain plugs, water intakes and fittings at or below the water line. Including Baiter hook up and functioning Bilge Pumps.

## 23. FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.