



MARINE LICENSE AGREEMENT - STARPORT SIMCOE
MARCH 1, 2019 - FEBRUARY 29, 2020

HST# 815561022TR0001

STEP 1: FILL IN MEMBER PROFILE

This License Agreement (herein after called the 'Agreement') is made between Starport Marina Inc., (herein after called the 'Marina') and

Name ('Owner') _____
 Slip # _____ Date _____
 Street _____
 City _____ Prov. _____
 P/C _____
 Res. _____ Bus. _____
 Cell _____ Cell _____
 E-MAIL # 1 _____
 E-MAIL # 2 _____
 Name of Boat _____
 Vessel Registration # _____
 Hull Number _____
 Make _____ Model _____
 Year _____ Beam _____ Length _____

Copy of Insurance Policy attached with \$2 Million Liability per vessel
 Initial _____

STEP 2: CHOOSE PREMIUM MEMBERSHIP LEVEL

Please reference the premium membership chart enclosed in the Starport Renewal Guide. Please check your membership level.
Starport Gold Service Member

- 30-39 ft \$6,150.00 40-49 ft \$6,450.00 50-59 ft \$7,050

STEP 3: CHOOSE SLIP LOCATION

The following Slip Rates include: **spring launch, fall haul out, blocking and shrink wrapping**. Please circle one of the following:

Slip Name	Slip Location	Slip Rate	HST at 13%	Total Due	Quarterly Payment
CLUB SLIP ONLY - NO SERVICES	1, 6	\$8,965.00	\$1,165.45	\$10,130.45	\$2,532.61
West Harbour East Side	01	\$8,040.00	\$1,045.20	\$9,085.20	\$2,271.30
West Harbour East Side	02, 03	\$7,643.00	\$993.59	\$8,636.59	\$2,159.15
West Harbour East Side	04 - 19	\$7,319.00	\$951.47	\$8,270.47	\$2,067.62
West Harbour East Side End	20	\$7,419.00	\$964.47	\$8,383.47	\$2,095.87
West Harbour West Side	28 - 50	\$6,993.00	\$909.09	\$7,902.09	\$1,975.52
West Harbour West Side End	27	\$6,988.00	\$908.44	\$7,896.44	\$1,974.11
West Harbour West Side End	51	\$7,210.00	\$937.30	\$8,147.30	\$2,036.83
West Harbour East Side Open	22, 23, 25, 26	\$6,917.00	\$899.21	\$7,816.21	\$1,954.05
Central Harbour West Side	01 - 24	\$5,837.00	\$758.81	\$6,595.81	\$1,648.95
Central Harbour West Open	25	\$5,695.00	\$740.35	\$6,435.35	\$1,608.84
Central Harbour East Open	26	\$5,695.00	\$740.35	\$6,435.35	\$1,608.84
Central Harbour East Side	27 - 43	\$5,637.00	\$732.81	\$6,369.81	\$1,592.45
Open River	1 - 12	\$7,055.00	\$917.15	\$7,972.15	\$1,993.04
Open River	13 - 14	\$7,965.00	\$1,035.45	\$9,000.45	\$2,250.11
Wall Slips	01 - 03	\$5,630.00	\$731.90	\$6,361.90	\$1,590.48
Wall Slips	04 - 06	\$7,314.00	\$950.82	\$8,264.82	\$2,066.21
East Harbour West Side	01 - 41	\$7,352.00	\$955.76	\$8,307.76	\$2,076.94
East Harbour West Side End	42	\$7,419.00	\$964.47	\$8,383.47	\$2,095.87
East Harbour East Side	44 - 83	\$7,025.00	\$913.25	\$7,938.25	\$1,984.56
East Harbour East Side End	43	\$7,187.00	\$934.31	\$8,121.31	\$2,030.33
PWC Docks		\$999.00	\$129.87	\$1,128.87	\$282.22

Seasonal Slip May-Oct assigned by Marina at **80%** of annual slip, subject to availability. Payment discount does not apply

STEP 4: WINTER/SPRING COMMISSIONING INFORMATION

Please check off one of the following choices and initial below:

- Yes, I would like Starport to winterize & spring commission my boat.**

If you are winterizing your boat with Starport, please ensure that the Winterization & Spring commissioning Forms are returned by September 14, 2018. Additional charges may apply for

- Shrink Wrap (Boats not stored in slip)
- Wooden Boats - for extra hanging time
- Canvas removal and reinstall
- Chain Falls - remove and reinstall for any reason related to your vessel

- No, I would not like Starport to winterize or spring commission my boat.**

Please initial here to confirm your selection above: _____

STEP 5: PAYMENT INFORMATION PAYMENT MUST ACCOMPANY CONTRACT 6.5% LATE RENEWAL FEE WILL APPLY IF RECEIVED AFTER Oct 1, 2018.

Please fill in your applicable totals for each of the following line items:

Discounts 3% with payment in full with a cheque

Posted Slip Rate:	\$
Renewal after Oct 1, 2018: add 6.5%	\$
Sub Total:	\$
Discount-payment in full by cheque <input type="checkbox"/> 3%	\$ < >
PWC Docks: \$999.00 x ___ docks	\$
Premium Membership Rate:	\$
Sub Total:	\$
HST:	\$
Contract Total:	\$
Enviro Fee: Add to Oct 2018 payment	\$ 16.95
Grand Total:	\$

STEP 6: PRORATED PAYMENT - FOR OFFICE USE ONLY

The following applies to members joining Starport late in the season, Winter Storage OR Non-Renewing Members who wintered with Starport.

Membership Terms - PAYMENT MUST ACCOMPANY CONTRACT

Start Date: _____ End Date: _____

Monthly Rate \$ _____ x _____ months

Slip/Land Total:	\$
Lift and/or Launch:	\$
Sub Total:	\$
HST:	\$
Contract Total:	\$
Enviro Fee: \$15.00 + HST	\$ 16.95
Grand Total:	\$

STEP 7: CHOOSE PAYMENT OPTION - NOTE: WE NO LONGER ACCEPT AMERICAN EXPRESS

If we have not received your intent to renew by Sept. 14, 2018, the slip will be considered available.

Payment Option #1 - Full Payment Plan with Applicable Discount

The discount will be available for slip contracts received and paid in full by **Oct. 1, 2018**.

Discount for renewals will not be offered after Oct. 1, 2018

Payment Option #2 - Quarterly Payment Plan

All 4 post dated cheques or CC Authorization Form must be received by **Oct. 1, 2018**

Please date your cheques: Oct 1, 2018 • Dec 1, 2018 • Feb 1, 2019 • April 1, 2019

Payment Option #3- Monthly Payment Plan NEW - add 5% surcharge

Nine equal payments due the first of each month from Oct 2018 to June 2019

STEP 8: RETURNING CONTRACT & PAYMENT

Please enclose the following in the return envelope:

a) Marine License Agreement (keep pink copy for your files)

b) **Payment Option 1:** Cheque or CC Authorization Form

Payment Option 2: 4 cheques or CC Authorization Form

Payment Option 3: NEW 9 cheques or CC Authorization Form

c) **For charging privileges:** Complete the CC Authorization Form in this package.

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' IN THE RENEWAL GUIDE, PAGES 8 AND 9. 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.

\$15.00 environmental fee + HST will be applied to each slip contract so Starport Members will no longer be charged this fee on service work orders.

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

this _____ day of _____ 20 _____

X _____

OWNER (Please Print)

X _____

OWNER (Signature)

RECEIVED by _____

this _____ day of _____ 20 _____

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

APPROVED by Starport Marina Inc. Per _____

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 1, 2019** (the "commencement Date") to **February 28, 2020**

in the slip in the Marina designated from time to time by the Marina management, 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 above shall be permitted to use the slip/space assigned to the Owner without the consent of the Marina management, consent shall be in the sole and absolute discretion of the Marina.

(d) **The Owner shall not assign or sublet this license or share his/her slip in the Marina without prior written consent of the Marina, which consent shall be subject to a \$200.00 administrative charge.**

3. LICENSE FEES: For the use of the facilities described in paragraph 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 paragraphs 8 and 9 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 paragraph 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. This Agreement may be assigned by the Marina.

18. 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.

19. 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.

20. 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.

21. OWNERS ACKNOWLEDGMENT THE OWNER 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

22. 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