



156 Marina Park Ave, P.O. Box 604  
 Midland, Ontario L4R 4P4  
 T: 705-527-7678 F: 705-527-4190  
 bayport@bayportyc.com www.bayportyc.com

**2021 MOORING/LICENCE AGREEMENT**

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

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ between **BAY PORT YACHTING CENTRE**  
Operating as a division of Maple Leaf Marinas Holdings GP Inc.  
 herein called "the Marina" of the first part and \_\_\_\_\_ address

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 THE 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		
Boat Make	Length	Beam	Draft
Tender Name & Length			

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

Slip ID	Dockage	Adjustment	Launch/Haul	Trailer
Storage...	Sub.total	HST	Deposit	Balance
Licence Start Date	End Date			

**ALL FEES AND CHARGES ARE PAYABLE IN ADVANCE OF OCCUPANCY OR SERVICE**

The Owner agrees 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 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 as herein set forth 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 to repudiate 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 eight (8) days from the date of mailing and the Owner shall have a further two (2) days to repudiate this Agreement. All slip rebates are subject to the Marina re-renting the slip before June 1<sup>st</sup>, and a 10% surcharge will be applied. Promotional packages are pro rata refundable, if applicable, from the package commencement date. Unless the Owner advises the Marina, in writing, within two (2) days following receipt of the Notice of their 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 they received Notice. 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 \$2,000,000 for third party liability including bodily injury or death to a number of persons in any one accident and property damage.

Insurance Company \_\_\_\_\_ Policy \_\_\_\_\_

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:

Accepted \_\_\_\_\_  
 SIGNATURE - Marina

\_\_\_\_\_  
 SIGNATURE – Owner/Agent for Owner

Owner Tel – Cell \_\_\_\_\_

Owner Tel - Residence \_\_\_\_\_

Owner E-mail \_\_\_\_\_

# MARINA LICENSE AGREEMENT

between:

## BAY PORT YACHTING CENTRE

-and-

RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME BASED ON THE MARINAS SOLE AND UNFETTERED DISCRETION

**License 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 Marina 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 Marina owner at their discretion with revised conditions, if applicable.

**Use of Specific Space:** This Licence does not grant or extend rights to the Owner with respect to any specific dockage, car, and/or trailer parking space throughout the term of this Licence. The Marina may require the Owner to move the Boat, car, trailer, and/or other equipment to another dockage 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 discretion when unattended, at the boat owner's expense.

**Waiver & Indemnity:** The Owner agrees to pay the costs of all damage to the Marina's property and to the property of other Marina 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 Marina 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 Marina area.

**No Duty to Inspect or Maintain:** The Owner acknowledges that the Marina 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 Marina premises, except as specifically authorized in writing by the Owner. The Owner hereby releases and discharges the Marina, 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 Marina 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 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 they will not assign this Licence or sublet the space rented herein without the written consent of the Marina.

**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 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 & Regulations:** The Owner agrees to conduct themselves in compliance with all rules and regulations of the Marina. The Owner shall ensure that their crew, family members, and/or 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 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 Marina.

**Repair & Storage Liens Act:** The Marina shall have a lien against the Boat, its contents, trailer, and/or equipment pursuant to the Repair & Storage Liens Act, R.S.O. 1990 c.R.25 for all unpaid sums due under this Licence. The Marina shall be entitled to retain possession of the Boat, its contents, trailer, and/or equipment until the Owner's account has been paid in full. The Marina shall be entitled to sell or otherwise dispose of the Boat, its contents, trailer, and/or equipment in accordance with the Repair & Storage Liens Act for all amounts owing by the Owner to the Marina.

**Termination:** This Licence shall remain in force and effect for the terms set out herein, unless terminated as a result of the following conditions:

- The destruction of the mooring facilities by fires, storm, or other calamity.
- 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 Marina's premises they 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 third parties to complete or conduct labour or services on its premises without its express written authorization due to insurance and occupiers' liability concerns. When the Marina does not directly offer these services, permission from the Marina administration at the Marina's sole discretion, 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 Marina. Invoicing and payment for any authorized sublet or third-party work will be processed by the Marina and in accordance with the requisite work order authorization.

**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:

- That they have the authority to bind the corporation; and,
- 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,
- 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 Marina

- Periodic safety inspections may be required by the employees of the Marina and boats may be boarded by Marina employees in the event of an emergency which may, in the opinion of the Marina, exist.
- It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the Marina and, if not acceptable, Marina staff will adequately secure the boats and assess appropriate service fees if/as warranted at the Marina's sole discretion.
- 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.
- No bilge pumps are to be turned on in the harbour and Part III of the Oil Pollution & Regulations Act shall be adhered to.
- Vessels can only be filled at the designated fuel dock and under the auspices of the Fuel Handling Act. Under no circumstances is gasoline or diesel to be transported from portable cans to a craft's fuel Tank in the harbour operated by the Marina.
- Painting, scraping, and/or repairing of gear will not be permitted in the Marina with the extent of repairs and/or maintenance to be made in any case at the discretion of the Marina. The Clean Marine Policy and rules of the Marina must be adhered to.
- Charcoal fires or gas barbecues will not be permitted within the confines of the marina except in areas designated for such use.
- 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).
- Swimming or fishing are not permitted within the Marina.
- 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.
- Pets shall be leashed within the confines of the Marina in accordance with by-laws.
- 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 Marina.
- In the event that a boat sinks at the dock or elsewhere in the Marina area, the Owner agrees to remove such wreckage immediately. If the Owner fails to do so, the marina will remove the wreck at the Owner's risk and expense.
- The Marina reserves the right to the rent the mooring facility provided under this Licence when vacant for a period of time in excess of twenty-four (24) hours.
- All personal property must be removed from the Marina areas upon termination of this Licence.
- All power and auxiliary power vessels will be under said power when entering or leaving the harbour.
- (a) The Owner covenants with the Marina that the Marina shall have the right to cancel and terminate this Agreement by reason of any one or more of the following
  - if the Owner shall default in payment of any fee, or other charge, expense or cost payable to the Marina under any part of this Agreement or further Agreement or contract pertaining hereto;
  - if the Owner, his immediate family, his visitors, guests, agents, employees or workmen engage in any conduct or act that is contrary to this Agreement
  - if the Owner, his immediate family, his visitors, guests, agents, employees or workmen violate, breach, or fail to perform any undertaking or covenant contained in this Agreement
  - if the Owner has given false or misleading information required in the preparation of this Agreement or any document prepared in connection therewith.
- (b) upon such termination, the Marina may forthwith take possession of the licensed area and at the cost of the Owner, remove him, his immediate family, his visitors, guests, agents, and employees, and all their property therefrom, and neither the Marina nor its officers, servants or agents be liable in damages or otherwise by reason of such termination and removal, and notwithstanding such termination and removal the Owner shall pay in full the fees and expenses due under this Agreement. The Owner further agrees that he shall pay all costs and expenses including legal costs on a solicitor and client basis, incurred by the Marina in enforcing its rights and remedies under this Agreement. Notwithstanding any other rights and remedies under this Agreement Licensee acknowledges and agrees that should he fail to pay any amount due and payable under this Agreement or any further Agreements or contracts pertaining hereto, or should the Owner become liable to indemnify the Marina under the terms of this Agreement, the Marina shall have a lien therefor against the Boat and its contents.
- (c) Notwithstanding any terms or conditions herein contained, the Marina, in its sole discretion in addition to any other remedy open to it, may at any time without notice take possession of the Boat without process of law until such time as the amount due and payable to the Marina pursuant to this Agreement is fully satisfied. The Owner further hereby authorizes and empowers the Marina, its servants, employees, agents or other representatives to enter any place where such Boat may be found for the purpose of taking possession thereof. On the occurrence of any such an event or events of default, the Owner hereby irrevocably appoints the Marina or any of its officers or employers as the Owners true and lawful attorney to execute such documents as may be necessary for the purpose of regaining possession of the Boat and contents thereof. The Owner shall pay the costs of such repossession including transportation, storage and legal cost on a solicitor client basis. The Owner agrees that the Marina may sell the Boat and its contents thirty (30) days after the mailing by regular post of a demand for payment of any amount due and payable pursuant to the Agreement or any further Agreements or contracts pertaining hereto. The Marina may sell the Boat and its contents without any further notice at a public or private sale and apply proceeds of such sale toward the amount due and owing including the costs and expenses of sale to the Marina by the Owner. In the event the proceeds of sale exceed the amount due and payable to the Marina pursuant to this Agreement such excess amount shall be paid to the Owner. Notwithstanding any such sale by the Marina, the Marina may proceed against the Owner in any court of competent jurisdiction against the Owner for any deficiency in amount due to the Marina.

**Executors, Heirs, Administrators:** This Licence shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors, and/or 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/or assigns.

**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 Marina. 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.

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

initial