

THIS BOAT LAUNCHING, HAULING AND STORING AGREEMENT (the "Evergreen Contract")  
made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

Saint John Power Boat Club Inc.  
a corporation incorporated under  
the laws of New Brunswick (hereinafter referred to as  
"SJPBC")

and

\_\_\_\_\_, of the City/Town/Village  
of \_\_\_\_\_ in the Province of New Brunswick  
(hereinafter referred to as the "Boat Owner")

WHEREAS SJPBC is the owner and operator of the Saint John Power Boat Club, located at 100 Kennedy Street, Saint John, New Brunswick (the "Property") and offers berthage, in-water storage, on-land storage, launching and hauling of boats services (the "Services"); and

WHEREAS SJPBC only provides the Services to Boat Owners who are members of SJPBC and have paid all fees payable to SJPBC at the time the Services are being provided ("Member in Good Standing"); and

WHEREAS SJPBC offers the launch and haul-out Services by way of a travel lift railway boat haul-out, crane or any other means, all services being located on the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge by the parties hereto, SJPBC and the Boat Owner agree as follows:

1. SJPBC shall provide the Boat Owner with such of the Services as may be requested by the Boat Owner from time to time, so long as the Boat Owner is a Member in Good Standing at the time the Services are requested and SJPBC in its sole discretion agrees to provide the Services at the time the request is made. The Boat Owner acknowledges and agrees that SJPBC shall not provide the Services to the Boat Owner if the Boat Owner is not a Member in Good Standing.

The Boat Owner agrees to pay such fees and other costs established by SJPBC in its sole discretion, for each of the Services provided. The Boat Owner agrees that none of the Services will be provided unless the said fees are paid before the Services are commenced.

2. If the Boat Owner requests that SJPBC launch the Boat Owner's boat into the water, the Boat Owner shall have the said boat ready to launch: (a) in a manner and condition established by SJPBC in its sole discretion; and (b) at the time and date established by SJPBC in its sole discretion. The Boat Owner (or such person designated by the Boat Owner in writing to SJPBC to represent and provide direction on behalf of the Boat Owner) shall take command of the Boat Owner's boat during the launch and carry out any launch procedure required by SJPBC during the launch. If the Boat Owner is not present on the date and time designated by SJPBC for the launch of the Boat Owner's boat, then SJPBC in its sole discretion, may (i) refuse to launch the Boat Owner's boat or (ii) launch the Boat Owner's boat and tie the boat at such location as determined by SJPBC in its sole discretion, at the Boat Owner's sole risk. The Boat Owner shall ensure and maintain proper ground tackle is on board the Boat Owner's boat at all times during the said launch. If, in SJPBC's opinion, the Boat Owner's boat is not ready for launching, SJPBC, may, in its sole discretion determine that sidetracking or relocating the Boat Owner's boat may be necessary and the Boat Owner irrevocably gives the power to SJPBC to make such a decision. Any cost associated with sidetracking of the Boat Owner's boat is at the Boat Owner's expense (the "Sidetracking Fee"). SJPBC may waive the Sidetracking Fee against the Boat Owner for just cause or if it is deemed in the best interest of SJPBC to do so.
3. SJPBC shall assume the Boat Owner's boat is ready to be launched at the date and time designated pursuant to paragraph 2 herein unless the Boat Owner notifies SJPBC's Vice-Commodore otherwise.
4. After the launch of the Boat Owner's boat, the Boat Owner shall remove any cradles, jack stands, framework, blocking, shrink wrap materials, debris and litter, from the area where the Boat Owner's boat was stored on the Property, all to be removed within twenty-four (24) hours of the Boat Owner's boat being launched.
5. If the Boat Owner has leased a berth for the Boat Owner's boat, the Boat Owner expressly provides permission to SJPBC to move the Boat Owner's boat, at any time, to another equivalent berth space if and when SJPBC in its sole discretion determines that such moving of the Boat Owner's boat is necessary.
6. If the Boat Owner desires SJPBC to haul the Boat Owner's boat out of the water, the Boat Owner shall make the said boat available at the location, date and time determined by SJPBC in its sole discretion and communicated by SJPBC to the Boat Owner. The Boat Owner shall remove such items from the said boat as SJPBC in its sole discretion determines is necessary to haul the Boat Owner's boat out of the water and store the said boat on the Property.

7. If the Boat Owner wishes that the Boat Owner's boat be stored on the Property, the Boat Owner shall notify SJPBC's Vice-Commodore prior to the Boat Owner's boat being hauled from the water. The Boat Owner's boat shall be blocked and chained with materials supplied by the Boat Owner, to the satisfaction of the said Vice Commodore. The Boat Owner shall not be permitted to make a permanent residence aboard the Boat Owner's boat while the said boat is berthed or stored on the Property.
8. If the Boat Owner's boat is not hauled out of the water for storage and instead is stored on the Property through the use of the bubble system, the Boat Owner agrees that SJPBC shall not be responsible for any damage to the Boat Owner's boat which may be caused by the failure of the bubble system to operate properly.
9. The Boat Owner, his, her or their heirs, executors, administrators, representatives, successors and assigns shall not hold SJPBC, its successors and assigns together with its officers, directors, employees, agents and representatives, liable or responsible, nor shall they bring any claim or take any proceedings against SJPBC, its successors and assigns together with its officers, directors, employees, agents and representatives, for any loss or damage arising out of or as a result of any damage caused by SJPBC while providing the Services.
10. The Boat Owner shall maintain, with an insurer of their choice, liability insurance in the amount of not less than one million dollars (\$1,000,000.00 CDN). Proof of insurance must be provided to SJPBC annually or on such other times as designated by SJPBC in its sole discretion. The Boat Owner agrees, that notwithstanding anything else contained herein proof of insurance as referred to herein must be provided by the Boat Owner to SJPBC at any time, as requested by SJPBC from time to time.
11. The Evergreen Contract is not assignable by the Boat Owner but is assignable by SJPBC.

12. Any and all notices, requests, demands or other communications required or permitted to be given to any party hereunder shall be in writing and shall be deemed to have been properly given if delivered personally or mailed by registered mail, or delivered by way of electronic transmission, and addressed to:

SJPBC

[Insert mailing address, email address]

Boat Owner

[Insert mailing address, email address]

Any notice shall be deemed to have been given at the time of personal delivery or if mailed by registered mail, on the date confirmation of receipt is received by the sending party or if sent by email, on the date of transmission. Either party shall have the right to designate by notice, in the manner set out above, a new address or addresses to which notices are to be sent.

13. The Evergreen Contract may be terminated by either party upon giving thirty (30) days written notice to the other party.
14. The Evergreen Contract shall be construed in accordance with and governed by the laws of the Province of New Brunswick and the laws of Canada, applicable thereto.
15. The Evergreen Contract shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.
16. The Evergreen Contract may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument. The Evergreen Contract shall be considered properly executed by any party if executed and transmitted by facsimile or email to the other party.
17. The Boat Owner acknowledges that the Boat Owner has read and understood the Evergreen Contract. The Boat Owner further acknowledges having had an opportunity to seek and has obtained independent legal advice prior to the execution of the Evergreen Contract, and that the Boat Owner has entered into the Evergreen Contract freely and without any coercion or pressure.

IN WITNESS WHEREOF the parties have executed the Evergreen Contract on the day and year herein before stated.

Signed and Delivered  
in the presence of

[illegible]

Name:  
Boat Owner

The Saint John Power Boat Club Inc.

per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_