



# GRAND HARBOUR

## – MARINA –



## RENTAL POOL PROGRAM POLICY

*Member Slip Rental — Operational & Financial Guidelines*

*This Policy sets out the operational guidelines, financial terms, and administrative procedures governing the Grand Harbour Marina Rental Pool Program. It is intended to be read together with Section 8.5 of the Marina's Rules & Regulations and the Rental Pool Authorization Agreement (Form GHM-FORM-RP). In the event of any inconsistency, the Rules & Regulations shall prevail.*

### 1. Program Purpose

The Rental Pool Program offers Members an opportunity to generate offsetting revenue against their annual dues, slip fees, or house account balance by making their slip available, on a temporary basis, to transient or seasonal boaters during periods of non-use. The Program is administered exclusively by the Marina Office and operates at the Marina's sole discretion.

### 2. Eligibility

To be eligible for participation, a Member must:

- Hold a current and valid slip lease, dockminium interest, or seasonal mooring agreement at Grand Harbour Marina;
- Be in good standing with all annual dues, slip fees, house account balances, and any other amounts owing to the Marina paid in full;
- Carry a valid certificate of insurance on the vessel, with liability coverage meeting or exceeding the Marina's required limits;
- Have completed and signed the Rental Pool Authorization Agreement (Form GHM-FORM-RP);
- Not be subject to any active rule violation, suspension, or pending disciplinary action.

### 3. Participation Categories

The Program accommodates two participation categories:

**Short-Term Pool:** for Members who will be absent for a defined period (e.g., a vacation, extended cruise, or business travel). The Marina will rent the slip to transient boaters during the specified absence window.

**Seasonal Pool:** for Members who do not intend to use their slip for an entire season or a substantial portion thereof. The Marina may rent the slip to a seasonal boater for the agreed duration.

## 4. Revenue Sharing Structure

Net rental proceeds are shared between the Member and the Marina according to the following schedule. Rates are set annually and may be amended by the Marina Office with thirty (30) days' written notice.

POOL CATEGORY	MEMBER SHARE	MARINA SHARE	NOTES
Short-Term Pool	60%	40%	Per-night transient rentals
Seasonal Pool	70%	30%	Full or partial season
First-Year Member	65%	35%	Short-term, first season only

"Net Proceeds" means gross rental revenue collected by the Marina, less applicable taxes (HST), credit card or payment processing fees, cleaning and preparation costs, and any direct expenses incurred in connection with the rental (such as repairs to Member-owned dock equipment caused by the renter).

The Member's share is applied as a credit on the Member's monthly statement against annual dues, slip fees, or house account balances, at the Marina's discretion. Credits are not redeemable for cash, transferable to another Member, or refundable upon termination of membership.

## 5. Notice & Slip Preparation

- Members enrolling for short-term rental must provide written notice to the Marina Office of their absence, including departure and anticipated return dates, no fewer than seven (7) days in advance where reasonably practicable.
- Members enrolling for seasonal rental must confirm participation in writing no later than April 15th of the applicable season.
- Slips must be fully vacated, with all personal effects, electrical cords, water hoses, fenders, lines, and unsecured items removed prior to the rental period commencing.
- The slip and any associated dock area must be left in clean, ready condition. The Marina reserves the right to charge reasonable cleaning or preparation costs against the Member's revenue share if additional preparation is required.

## 6. Marina Discretion

The Marina retains sole and absolute discretion over all aspects of slip rentals, including:

- Selection of transient and seasonal renters, subject to standard screening and insurance verification;
- Setting of rental rates, which will reflect prevailing market conditions;
- Duration of individual rentals;
- Suitability of the slip for rental, based on size, location, condition, and operational considerations;
- The right to decline to rent any slip for any reason without obligation.

## 7. Member Early Return

Should a Member return earlier than the dates indicated in their notice, the Marina will use reasonable efforts to relocate any current renter to an alternate slip. The Marina cannot guarantee the immediate availability of the original slip. Members are encouraged to provide as much advance notice as possible of any change to their planned return date.

## 8. Renter Conduct & Marina Responsibility

- All renters are bound by the Marina's Rules & Regulations, insurance requirements, and conduct standards.
- Renters acquire no membership privileges, house account charge privileges, or access rights to member-restricted areas (including the pool, lounge, and member-only facilities) by virtue of their rental.
- The Marina assumes responsibility for the screening, registration, and supervision of renters during the rental period and will address any conduct concerns directly.
- Damage caused by a renter to Marina property will be the Marina's responsibility to pursue. Damage caused to a Member's vessel or Member-owned dock equipment will be addressed in accordance with the Liability section below.

## 9. Liability & Insurance

- Members participate in the Program at their own risk.
- The Marina is not liable for damage to, theft from, or loss of personal property left in or around a pooled slip during the rental period.
- Members must maintain valid vessel and liability insurance throughout the duration of any rental period and provide proof of coverage to the Marina Office upon request.
- In the event of damage caused by a renter, the Marina will assist the Member in pursuing recovery from the renter and the renter's insurance, but the Member remains primarily responsible for any uninsured losses.

## 10. Reporting & Statements

- Rental activity, gross revenue, deductions, and the Member's net share will be itemized on the Member's monthly statement.
- Members may request a year-to-date summary of Rental Pool activity from the Marina Office at any time.
- Year-end statements summarizing total rental revenue and credits applied will be provided to all participating Members by January 31st of the following year for tax and accounting purposes.
- Members are responsible for any tax reporting obligations associated with rental income credited to their account.

## 11. Withdrawal & Termination

- A Member may withdraw their slip from the Program at any time by providing written notice to the Marina Office, subject to the completion of any rentals already booked or in progress at the time of withdrawal.
- The Marina reserves the right to suspend or terminate any Member's participation in the Program at any time, with or without cause, and will provide written notice of any such action.
- Termination of the underlying slip lease, dockminium interest, or membership will automatically terminate participation in the Program, and any unapplied credit balances will be settled in accordance with the Member's lease termination terms.

## **12. Program Amendments**

The Marina reserves the right to amend this Policy at any time. Material amendments — including changes to the revenue-sharing structure — will be communicated to participating Members in writing with at least thirty (30) days' notice. Continued participation following the effective date of any amendment constitutes acceptance of the revised terms.