



Lagoon City Marina Winter Storage

Phone: 705-558-9533

150 Laguna Pkwy Brechin ON L0K 1B0

Email: Hello@lagooncitymarina.ca

The Owner hereby agrees to store and service the Vessel with the Lagoon City Marina under the following Terms and Conditions:

1. PAYMENT TERMS:

All accounts are payable in full as of the Storage Start date as defined herein, or upon completion by the Marina of the Winterization Services described herein; whichever occurs first. The Marina shall charge, and the Owner shall pay interest at a rate of 24% per annum or 2% per month on any unpaid balance. Invoices are to be paid within 2 weeks (14 days) of receipt. Vessels launched after the date of storage will be subject to a transient rate of \$4/ft per day until departure.

2. WAIVER OF LIABILITY:

(a) The Owner acknowledges that the Marina does not assume any duty to care for the Boat, Engine, Trailer, and Additional Equipment or to prevent loss or damage thereto while the same is under the control and direction of the Marina or is on the Marina's premises; and

(b) Except for the gross negligence or fraud of the Marina, the Owner hereby releases the Marina from liability for any damage, expense or loss to the Boat, Engine, Trailer, and Additional Equipment however caused by the Marina, its employees, agents, or representatives or otherwise, while the Boat, Engine, Trailer, and Additional Equipment are under the control and direction of the Marina or are on the Marina's premises. The Owner hereby releases and discharges the Marina, its employees, agents, or representatives from all actions, causes of action, claims, and demands in any way related to this license; and

(c) The Owner hereby agrees to reimburse or indemnify the Marina for any damages caused to any property of the Marina and for any sums required to be paid to anyone by the Marina, its agents, or representatives as the result of the use of or presence on the Marina premises of the Owner, the Boat, Engine, Trailer, and Additional Equipment.

(d) While the owners and guests are attending the property stored on the marina property, proper clothing, shoes, and protective gear must be worn and the marina discharged of any personal liability to injury or death.

(e) The Owner acknowledges that Lagoon City Marina does not assume any duty to care for boats or engines that are delivered to us, picked up by us or boat housed by us after the temperature has dropped below freezing, i.e., 32-degree Fahrenheit or 0 degrees Celsius. When the temperature falls below freezing, there is a risk that there could be severe damage to the boat and / or engine.

3. INSURANCE: The Owner hereby agrees to maintain adequate insurance coverage (\$2,000,000 liability) on the Boat, Engine, Trailer, and Additional Equipment while the Boat, Engine, Trailer,

and Additional Equipment are under the control and direction of the Marina or are on the Marina's premises.

4. CLAIM FOR LIEN: The Owner acknowledges that the Marina shall have a lien against the Boat, Engine, Trailer, and Additional Equipment for all unpaid sums due to the Marina under this license. The Marina shall be entitled to liens pursuant to the Repair and Storage Liens act, R.S.O. 1990, c. R-25, as amended and any successor statutes. The Marina shall be entitled to retain possession of the Boat, Engine, Trailer, and Additional Equipment until payment is received by the Marina of all sums owing by the Owner or until the Boat, Engine, Trailer, and Additional Equipment are disposed of in accordance with the Repair and Storage Liens Act.

5. LICENCE ONLY: The Owner expressly acknowledges that this license shall create a license between the Marina and the Owner wherein the Owner is licensed to use the storage space and area from time to time designated by the Marina for the storage of the Owner's Boat, Engine, Trailer, and Additional Equipment.

6. LOCATION FOR STORAGE: This license shall not grant to the Owner any right, title, claim or interest in or to any specific storage space or area. The Marina may determine, at its sole discretion, where the Boat, Engine, Trailer, and Additional Equipment are to be stored. The Marina, at its sole discretion and without notice to the Owner, may relocate the Boat, Engine, Trailer, and Additional Equipment from time to time as it may deem necessary. No boat should be plugged into shore power while not attended, while in dry land or indoor storage. Any Shore cords damaged while the vessel is stored on land will be the owner's responsibility.

7. NO DUTY TO INSPECT OR MAINTAIN

(a) The Marina shall have no obligation to inspect or provide maintenance or repair for the Boat, Engine, Trailer, and Additional Equipment except as authorized and directed by the Owner pursuant to this license; and

(b) The Marina shall have no obligation to maintain or repair the covering or shrink wrapping that has been applied to the Boat, Engine, Trailer, and Additional Equipment by the Marina or on behalf of the Owner, except as authorized and directed by the Owner pursuant to this license; and

(c) The Marina shall have no obligation to notify the Owner of the necessity for any maintenance or repairs of the Boat, Engine, Trailer, and Additional Equipment during the duration of this license.

8. SNOW REMOVAL: Except where the Owner has authorized and instructed the Marina to shrink wrap the Boat, Engine, Trailer, and Additional Equipment pursuant to this license, the Marina shall have no obligation to remove snow or ice from the Boat, Engine, Trailer, and Additional Equipment, or to notify the Owner of the necessity for any such snow or ice removal. The Marina shall not be responsible for any loss, damage, cost, or expense relating to thremoval or non-removal of snow or ice from the Boat, Engine, Trailer, and Additional Equipment.

9. AUTHORITY OF CORPORATION TO EXECUTE LICENCE (If the Owner is a corporation):

(a) The Person signing this license hereby acknowledges that he or she has the authority to bind the corporation; and

(b) The Owner has all necessary corporate power, authority, and capacity to enter this license and to perform its obligations under this license; and

(c) The execution and delivery of this license and the consummation of the transaction contemplated under it have been duly authorized by all necessary corporate actions on the part of the Owner.

10. ENTIRE LICENCE: This License shall constitute the entire license between the parties and there is no representation. This license shall constitute the entire license between the parties and there is no representation, warranty, condition, or collateral agreement affecting this license other than as expressed herein. This License may be amended only in writing upon written consent of the Marina and Owner. This license governs the terms and conditions for the specified services offered by the Marina and such conditions, and adjusted terms will be extended at the discretion of the Marina until the property is removed from the site, or a new form of license is established. Any outstanding accounts shall be levied a 2% monthly carrying charge on any overdue accounts.

11. SUCCESSORS: This license shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors, and assigns.

12. SEVERABILITY: The Owner agrees that all provisions of this License are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.

13. JURISDICTION: This license shall be read with all changes of gender and number required by the context. This License and the affairs of the parties shall be governed by the laws of the Province of Ontario and the venue for any legal dispute shall be the jurisdiction in which the Marina is located.

14. ENVIRONMENTAL RESPONSIBILITY: The Owner, crews and guests must follow the Clean Marina Policy as outlined by the Marina's Clean Marine Program and in compliance with all Provincial standards and regulations. The Owner will be responsible for removing food items, garbage, or other items that will attract rodent's or other intruders of nature. Lagoon City Marina is not responsible for any animals that may enter the vessel during storage.

I, _____, (Print Name), **choose Lagoon City Marina to Store my Vessel on Lagoon City Marina property and hereby, agree to the agreement above, will Honour any payments for services rendered by Lagoon City Marina on my approval and will retrieve my property in the time frame specified.**

Signature: _____, **Date:** _____