

MOORAGE TERMS AND CONDITIONS

1. The following definitions apply to these Terms & Conditions:
 - a) "Agreement" means this moorage contract, including the terms and conditions set out below.
 - b) "Marina: means Captain's Cove Marina operated by Marina Garden Estates Ltd.
 - c) "Owner" means the person or company whose name appears on the front page of this Agreement under the category "(Boat Owner Name)".
 - d) "Fees" means all fees payable for moorage including moorage, power and water.
 - e) "Vessel" means the boat which is named and described on the front page of this Agreement.
 - f) "Loss" means any loss whatsoever including personal injury or death of the Owner or a third party and any damage to, expense, destruction or theft of any property of the Owner or a third party.
 - g) "Vessel Movement" means any movement, removal, storage, relocation, seizure, securing, hoisting, lifting or any other handling of the Vessel by the Marina.
2. **All Fees are payable in advance of a minimum of fifteen (15) days prior to the beginning of the moorage period and are non-refundable.** Notice of an increase in Fees will be given by the Marina at least thirty (30) days prior to the date of effect.
3. In addition to the rights of the Marina contained in this Agreement, the Marina shall have a lien on the Vessel, the Owner's equipment, or any part thereof, and a right to sell the Vessel, the Owner's equipment, or any part thereof, by any means for all amounts due under this Agreement and for the costs and expenses of exercising such lien and sale including legal costs on a solicitor and own client basis and for all previously unsatisfied debts. This lien may be exercised notwithstanding that the Marina has not possessed or does not possess the Vessel, equipment or any part thereof.
4. Failure to comply with the terms and conditions of this Agreement means the Owner shall forfeit all rights under this agreement and the Marina may, at any time, seize and sell the Vessel to recover any monies owing. The Marina may also remove or store the Vessel in a location to be determined by the Marina. If the Marina seizes, sells, removes or stores the Vessel, all costs incurred by the Marina related thereto shall be payable by the Owner including legal costs on a solicitor and own client basis. The selling price of the Vessel need only be sufficient to pay any monies owing to the Marina by the Owner, even if those monies are less than fair market value of the Vessel.
5. The Marina makes no representations or warranties as to the suitability of the Marina premises for any purposes. The Owner accepts the Marina premises on an "as is, where is" basis and is satisfied that the Marina is suitable and appropriate for the Vessel.
6. The Vessel is at the sole risk and expense of the Owner at all times. It is the sole responsibility of the Owner to safely moor, secure and maintain the Vessel. Any chaffing gear shall be attached to the Vessel only and not to floatation devices. The Owner shall ensure that the Vessel will not foul, interfere or damage any berth or access to any berth of the Marina.
7. The Marina does not have any care, custody or control of the Vessel nor shall such care, custody or control of the Vessel be deemed to exist at any time, including without limiting the generality of the foregoing, during any Vessel Movement.
8. The Owner, their servants, agents, employees, and invitees use the Marina premises at their own risk and agree to indemnify and hold harmless the Marina, its servants, agents, employees, or contractors from any loss, damage or injury resulting from the acts or omissions of the Owner, their servants, agents, employees or invitees. The Marina shall not be responsible or liable to the Owner or any third party for any Loss under any circumstance whatsoever including, without limiting the generality of the foregoing, negligence of the Marina, its employees or agents or the acts of third parties or caused by accident, fire, wind, actions of the sea, cold weather, accumulations of snow and ice, rain, hail, fire, explosion, steam, gas, electricity, water, leaks, tidal or current action or caused by or arising from broken pipes, overflow or leakage of water from the Marina premises, or caused by or arising from painting the deck or from any other maintenance or reconstruction of the Marina or from a malfunction, defect or accident in the Marina premises involving, without limiting the generality of the foregoing, the floats, pilings, wharves, ramps, electrical wiring, appliances, machinery, plumbing, gas or other pipes, or the securing of the floats, pilings, wharves, ramps, or any other services or utility or any structural defects in the Marina premises and the Marina will have no obligation to remedy or rectify the same.
9. The Owner shall be responsible for any damage, destruction, loss or theft caused to the Marina's property or facilities by the Vessel whether under operation and/or care of the Owner or any other person on board, both jointly and severally, or by the Owner, their servants, agents, employees and invitees and shall forthwith render payment in full of said damage within thirty (30) days of receiving an account notice from the Marina.
10. **The Owner shall obtain and maintain insurance on both the Vessel and contents and shall carry minimum \$1,000,000.00 third party liability coverage. Evidence of coverage and renewal when due shall be provided to the Marina.**
11. All vehicles parked at the Marina and all equipment and contents stored on the Vessel or vehicles parked at the Marina shall be at the Owner's risk and the Marina shall not be responsible for any damage, destruction, loss or theft to such vehicles, equipment and contents.
12. The Owner gives their express consent and authorization to the Marina to conduct any Vessel Movement when, in the Marina's sole discretion, the Marina deems such Vessel Movement is appropriate. The Marina is under no obligation to conduct any Vessel Movement. If the Marina does exercise its discretion, the Owner will indemnify and hold harmless the Marina for any Loss which occurs during or as a result of such Vessel Movement, even if such Loss is caused by the negligence of the Marina or its employees or agents or otherwise howsoever.
13. The Owner shall comply with all posted regulations concerning the use of the Marina's facilities.
14. The Marina reserves the right to terminate this Agreement if the Owner, their guest, or agent, violates any of the terms and conditions of this Agreement and the Owner shall upon termination remove their Vessel from the Marina immediately or the Marina may do so at the risk and expense of the Owner.
15. On month to month contracts: No less than thirty (30) days written notice shall be required of the Owner to terminate this Agreement and the Vessel shall be removed upon expiration of the 30th day.
16. **This Agreement is non-transferable and non-assignable.** A person purchasing the Vessel specified in this Agreement will not acquire any rights under this Agreement.
17. Time is of the essence in this Agreement.
18. Any provision of this Agreement that is void, voidable or unenforceable is severable and the remainder shall continue in effect.
19. **Live aboards are not permitted in the Marina.**

The Owner has read and accepts the foregoing terms and conditions.

Dated at _____, British Columbia this _____ day of _____, 20_____

Marina

Owner