



## MOORAGE CONTRACT

Name: \_\_\_\_\_ (“Licensee”)  
Name of Owner(s) (if different from above) \_\_\_\_\_  
Address: \_\_\_\_\_  
Emergency Contact # 1 \_\_\_\_\_  
Emergency Contact # 2 \_\_\_\_\_  
Insurance Agent: \_\_\_\_\_  
Policy #: \_\_\_\_\_  
Registration number: \_\_\_\_\_  
Copy of Insurance:   
Power: \_\_\_\_\_  
CC Type: MC  Visa Amex Card # \_\_\_\_\_ Expiry Date: \_\_\_\_\_  
Post Dated Cheques \_\_\_\_\_

Storage # \_\_\_\_\_  
Res. Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Length Overall (Including gear) \_\_\_\_\_  
Beam: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_  
Parking Permit #: \_\_\_\_\_

### **CONTRACT CHARGES & PERIOD – License Year (April 1 – March 31)**

Annual  Semi Annual  Monthly  Dry Storage

License Term: from \_\_\_\_\_ 200\_\_ to \_\_\_\_\_ 200\_\_ Rate: \_\_\_\_\_ per ft  
 Key Deposit \$ \_\_\_\_\_  Hydro Fees \$ \_\_\_\_\_  Other Fees \$ \_\_\_\_\_  
Total Payment: \$ \_\_\_\_\_ + GST \$ \_\_\_\_\_ = \$ \_\_\_\_\_

***I hereby authorize Pitt Meadows Marina to charge to my credit card on a monthly basis at the first (1<sup>st</sup>) of each month the full amount of unpaid balances on my account owing under this contract.***

I have read and understood the terms of contract on the reverse of this and have received \_\_\_\_\_ code/ key(s).

***I confirm that I know that I store my vessel on the Company’s premises completely at my risk, and that the Company is not responsible in any way whatsoever for my vessel.***

Signature: \_\_\_\_\_ (“Licensee”) Dated: \_\_\_\_\_

Accepted by **Northland Marina Properties Inc.** dba Pitt Meadows Marina (the “Company”)

Per: \_\_\_\_\_ Dated: \_\_\_\_\_

## TERMS OF CONTRACT – MOORAGE CONTRACT

1. The terms “Licensee” and “Company” means the parties hereto as designated on the first page of this contract. The term “Company” shall include the Company’s employees, agents directors and officers.
2. The Licensee, his/her servants, agents or invitees, use the Company’s facilities at their own risk and vessels at the Company’s floats stored by the Licensee, or being hoisted, lifted, or handled by the Company or moved pursuant hereto, shall be at the Licensee’s risk. The Company shall not be responsible for any loss, damages, expense or injury sustained by such person, their property, afloat, on vehicles or ashore or on vessels or otherwise, consequential or otherwise incurred directly or indirectly associated with or incurred through use of the Company’s premises, caused or sustained by such vessels and/or property or by the Licensee, whether the same be caused by the negligence of the Company or otherwise.
3. The Licensee shall indemnify and hold harmless the Company for any claims for loss, damage or expense arising directly or indirectly out of Licensee’s use of the Company’s premises.
4. All Licensees shall carry their own comprehensive general liability (including bodily injury, death, and property damage) insurance on an occurrence basis of not less than \$1,000,000 per occurrence, and including hull and machinery protection and indemnify coverage. All Licensees shall provide Company with proof of liability insurance and registration.
5. Upon signing of the agreement the Licensee will supply the agent with post dated cheques, for the length of the agreement, or a credit card number to be debited monthly for monthly payments. Thirty days notice before expiry of this contract is required if the Licensee wishes to apply to renew moorage for an additional contract period.
6. The Licensee shall safely moor / store his/her vessel and shall furnish and maintain his own safe lines and chafing gear. The chafing gear shall be attached to the vessel only and not to the floats. The Licensee shall not foul any berth or access with mooring lines.
7. All vessels navigating in or about the Company’s moorings shall do so in a cautious and seamanlike manner, so as not to cause swell, or do damage to other craft or to Company property. Speed shall not exceed 3 knots.
8. Vessels shall not tie to any berth without first obtaining permission from the Company and shall only tie to such berth as designated after a moorage contract has been entered and accepted by the Company. Visiting vessels must apply to the Company office for a berth, subject to availability and to the payment of moorage in advance.
9. The Company reserves the right at any time to rearrange the position of any vessel moored at the Company’s floats or storage facility, without prior notice to the Licensee and the licensee hereby appoints the Company his agent for this purpose.
10. Vessels at the Company float shall not be used as living quarters. No oil burners, reflective electric heaters or flame type heaters shall be operated unless the Licensee or his agent is in attendance.
11. No alcoholic beverages shall be consumed in the marina basin or on the marina property.
12. Storage of oily rags, inflammable liquids or inflammable material or any kind whatsoever on Company floats or premises is prohibited. Licensees may carry out minor repairs to his vessel at the float. No litter shall be thrown overboard or left on the premises. No toilets, sanitary tanks, sinks, bilges or petroleum products shall be pumped while vessels are in the mooring basin or storage area.
13. All vessels shall be marked with name and registration number as may be required by law. Dinghies on the Company’s premises shall be clearly marked with registration number, name of vessel and owner’s name and must not be left on the floats, wings or docks at any time. Boats over 8 feet in length shall be not considered as dinghies. Licensee shall abide by Government laws, regulations and bylaws.
14. Licensee’s vehicles shall not be left at the wharf approaches, driveways or loading zones and such may be towed away at Licensee’s expense.
15. Children under the age of 14 years are not permitted on the Company’s floats unless accompanied by an adult and wearing a life jacket.
16. Licensees should check their vessels regularly, especially after heavy wind, rain or snow. Covering, maintaining and pumping of vessels is the responsibility of the Licensee.
17. The Licensee’s guests, servants and agents must conduct themselves in a manner consistent with the safety of the marina and the quiet enjoyment of others. No animals except dogs on a leash are permitted on the Company’s premises or floats.
18. Moorage paid under this contract is not refundable. Moorage allocated to the Licensee shall not be assigned without the prior written consent of the Company, which shall have the absolute discretion to refuse such consent. In the event of a purported assignment without such consent, the Company may terminate this contract upon 14 days written notice to the Licensee. No person purchasing a vessel moored or stored pursuant to this contract shall acquire any rights under this contract or otherwise.
19. In the event of a breach of this contract, the Company may terminate this contract upon 14 days written notice to the Licensee, in which event the Licensee's vessel shall be removed forthwith after such notice and, if not, the Company may remove and store such vessel on the Company’s premises or elsewhere at Licensee’s sole risk and expense.
20. If the Company supplies water or electrical power it may charge therefore and reserves the right to discontinue supply thereof at any time without written notice. Water supplied by the Company shall not be wasted and similarly the convenience electrical outlets shall not be used for any wasteful purpose or for any electrical space heating equipment.
21. All property of the Licensee shall be clearly marked and no property of the Licensee shall be left elsewhere but in the Licensee’s vessel.
22. The daily opening and closing hours of the Company’s premises shall be posted in a conspicuous place within the premises and are subject to change by the Company without notice. The Licensee shall lock all gates upon entering or leaving the Company’s premises.
23. The Company shall not be considered as a warehouseman nor shall this contract be considered a contract of storage or bailment whereby the Company assumes responsibility for anything.
24. The Licensee hereby grants to the Company a security interest in, the Licensee’s vessel described herein, as security for the payment of any monies owing by the Licensee to the Company pursuant to any term of this Contract whether arising as contract fees, damages or monies to be paid or reimbursed by the Licensee to the Company. Upon failure to pay any such sum within seven days of written demand therefor by the Company to the Licensee, shall constitute a default entitling the Company to enforce its security interest under the Personal Property Security Act.. The Licensee agrees that the Company shall have a perfected security interest in the Licensee’s vessel by the location thereof on the Company’s premises pursuant to the terms of this Contract
25. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provisions (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided. The invalidity of any particular provision of this Agreement shall not affect any other provision of it, but the Agreement shall be construed as if the invalid provision had been omitted. Any notices required to be given, in accordance with these terms and conditions, shall be addressed to the Licensee, as set out on the first page of this contract.
26. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, and administrators as the case may be.
27. All Licensees with an active contract are required to display a valid parking pass on vehicle or pay for parking while parked in Marina parking lot.
28. If the Licensee is on an annual moorage contract, he shall be entitled, at no additional cost, to park his vessel at his own risk in the Company’s parking lot from October 15 to April 15, provided that the Company may revoke this privilege by seven days written notice to the Licensee.