

1425 West Pender Holdings Ltd

2890 PANORAMA DR. NORTH VANCOUVER, B.C. CANADA V7G 1V6
BUS; 604-929-1251 Fax 604-929-7862

MAIN OFFICE

MOORAGE CONTRACT (Non-Transferable)

OWNER AND VESSEL INFORMATION (PLEASE COMPLETE IN FULL)

Customer full name

Customer address 1

Customer address 2

Customer town / city

Customer zip / postal code

Customer telephone

Customer telephone

OTHER:

Boat name

Boat registration

Boat make

Boat length

Boat beam

Boat type

H.P.

Boat type

Boat registration

PERMIT #

MISC. INFORMATION:

Customer email

By signature below, the Owner acknowledges that he/she has read this contract and agrees to moor the Vessel at the Company's facilities upon and subject to the terms, conditions and provisions contained herein, including the Rules and Regulations on reverse side hereof which are incorporated in and form an integral part hereof. Acknowledged:

1. This contract is not valid unless and until accepted in writing by the Company and is conditional upon receipt by the Company in advance of all moorage fees and other sums due and payable hereunder.
2. It is expressly understood and agreed by the Owner that, upon acceptance by the Company, this contract shall constitute a grant from the Company to the Owner of a license of space for purposes only of mooring the Vessel at the Company's facilities, and that the right so granted shall not constitute a lease, any interest in property or storage contract. Under no circumstances shall the Vessel or any other property of the Owner, his servants, employees, invitees or licensees be considered to be under or in the care, control or custody of the Company.
3. **The license granted hereby shall commence and expire on the dates set forth below, unless terminated earlier in accordance with the provisions hereof.**
4. In consideration of the grant of the license, the Owner agrees to pay the Company in advance, as moorage fees, the amount set forth below.
5. The Rules and Regulations, or any of them, may be varied, deleted or added to, at any time and from time to time by the Company in its sole discretion, acting reasonably, and the Owner agrees at his sole expense to strictly abide by and be bound by the same.
6. The Owner acknowledges and agrees that the Company shall be entitled to assign this contract and all of its right and interest hereunder to any party without the consent of the Owner, and that upon such assignment the Company shall be released and discharged of and from any and all obligations and liabilities whatsoever to the Owner hereunder.
7. The Owner represents and confirms to the Company that the "Owner and Vessel Information" set forth above is true and correct.
8. In this Contract: "Company" means 1425 West Pender Holdings Ltd. or its nominee, and their respective successors and assigns "Owner" means the person or persons, or company named above, notwithstanding that such person, persons or company, is, or are not, in fact the legal owners of the Vessel; and, "Vessel" means the vessel, craft or boat named above and its equipment, or any part thereof.
9. This contract shall be construed in accordance with and governed by the laws of the Province of British Columbia.

Accepted by:

1425 West Pender Holdings Ltd.

DATED:

SIGNED:

Commencing

And adjusted to the First day of the Month

Terminating

MOORAGE FEE (Not refundable) Rental fee only

Payment or Deposit/date Received

Total rental fee Deposit

Balance/date received

Total rental fee

(Sign both Detail Page 1 & Terms Page 2 attached)

RULES AND REGULATIONS

1. The Owner shall not use the moorage space of berth allocated to him, or any of the Company's facilities, for any purpose other than moorage of the Vessel. Without limiting the generality of the foregoing, the charter, rental or sale of boats (or any other products or services) and advertising, signage or soliciting are prohibited. The Vessel may not be occupied while moored, except on an occasional basis and only with the consent of the Company.
- 2.a. All moorage fees are payable in advance and any other sums or charges due under this contract are payable on demand. Moorage fees are non-refundable and subject to 2% interest per month.
- 2.b. In the event of default of any payment due, the Company reserves the right to take any collection steps allowed by law, cost of any collection procedure will be charged against the vessel and the Company reserves the right to charge moorage rate at monthly moorage rate, whichever is highest.
3. All vessels moored at the Company's facilities shall be clearly marked and identified by name or registration as required by laws.
4. The Owner shall abide by and comply with, at his own expense, all laws, rules and regulations of every governmental authority which in any manner relate to or affect his use of the moorage space, the Company's facilities or the Vessel.
5. All persona using any of the Company's facilities do so at their own risk and the Company, its servants, agents and employees shall have no liability or responsibilities for any damage, loss, cost, expense, or injury of whatsoever nature caused, sustained or incurred by the Owner or any other person or to any property is being entrusted to any employee or agent of the Company or not, all of which shall be assumed by, and shall be at the sole risk of the Owner.
5. The Company reserves the right at any time to rearrange the position of any vessel moored at the Company's facilities without previous notice to the Owner of the Vessel, and may charge for any emergency service required to a vessel during the absence of the Owner, and the Owner hereby appoints the Company as its agents for such purposes; all such vessels, whether moored or being moved, hoisted, lifted, or handled, by the Company's servants or agents shall be at the Owner's risk and the Company shall not be responsible under any circumstances for any loss or damage caused or sustained by such vessels whether the same be caused by the negligence of the Company, its servants, agents or otherwise.
7. This contract and the mooring licensed by the Owner shall not be assigned, transferred or sublicensed by the Owner.
8. The Owner shall not do so, suffer or permit any act or neglect which may in any manner, directly or indirectly, cause injury or damage to the Company's facilities or which may become a nuisance or interference to any of the other Owners, or which may in the opinion of the Company render its facilities or any part thereof less desirable or injure the reputation thereof, and without limitation shall not: store inflammable liquids, oily rags, etc; throw any waste overboard; or pump toilets, bilges, petroleum products, or sinks in or about the Company's facilities.
9. The Owner shall be responsible for any loss, damage or destruction caused to the Company's property by the Vessel, whether under operation or not, and shall pay to the Company the amount required to restore the property to its state before such damage, within 30 days or receiving an account for same.
10. The Owner shall indemnify and save harmless the Company from and against any loss damage expense or injury suffered or incurred by the Company, its agents or employees by reason of or arising out of any breach of the provisions of this contract, or any act, omission or neglect by the Owner or its servants, employees, agents, or invitees.
11. The Owner shall be responsible for obtaining and maintaining, at his sole expense, either a policy of protection and Indemnity Insurance or a policy of Comprehensive General Public Liability Insurance, in either case, with coverage in an amount not less than \$1,000,000.00 per occurrence in connection with the use, occupancy and operation of his Vessel in or about the Company's facilities, in which policy the Company shall not be named insured. The Owner shall, at the Company's request, provide the Company with a copy of the Owner's insurance policy or policies.
12. The Owner is responsible for the safe mooring of the Vessel, and shall furnish and maintain his own safe line and chaffing gear. The chaffing gear (rubber tires, fenders, etc.) shall be attached to the Vessel only and not to the floats. Care should be taken not to foul any other berth or access with mooring lines.
13. All vessels approaching, using or leaving the Company's floats or moorings shall do so in a cautious and seamanlike manner, so as not to roll up swell, or do damage to other craft or to Company property. Speed shall not exceed three knots.
14. Vessels coming into the floats or moorings shall not tie to any berth without First obtaining permission from a duly authorized officer, servant or

- workman of any Company, and shall only tie to such berth as designated after a moorage contract has been entered into and accepted by the Company. Any vessel moored without a signed and accepted contract shall be impounded.
15. Dinghies should be clearly marked with registration number, or name of the Vessel or Owner, and must not be left on the floats or wings. Boats over 8' in length cannot be considered as dinghies.
 16. Children under the age of 14 years, unless accompanied by an adult, shall not be permitted on the Company floats and all children under that age shall wear lifejackets while on the Company's floats.
 17. Owners are advised to check their vessels regularly, especially after heavy winds or rain. The canvas covering and the pumping out of vessels is the responsibility of the Owner.
 18. The Owner, his guest or his servant, must conduct himself in a manner not detrimental to the safety of the Company's facilities nor to the quiet enjoyment of others.
 19. The Company may cancel this contract if an Owner, his guest, or his servant breaks any of the provisions of this contract, and the Owner shall upon cancellation forthwith remove his vessel from the Company's premises or floats.
 20. The Company reserves the right to cancel this contract due to any safety concerns of the Company's facilities at the Company's sole discretion. In this event, the remainder of the moorage fee will be refunded.
 21. Boat launching ramp fee is not included in moorage rates. Trailers are not to be parked in the parking lot.
 22. Owners shall not permit any oil burner or flame-type heater to be operated unless an attendant is present.
 23. Duplicate keys for vessels locked to the float must be left at the Company's office for emergencies.
 24. Water services are on the meter for the Marina and are not to be used wastefully. The Company reserves the right to charge, at its discretion, any person who abuses this privilege.
 25. Dogs shall not be allowed on Company premises without a leash and owner is responsible for cleanup after pets.
 26. Owners who have their vessels listed for sale and moored on Company property accompany all brokers, salesmen and prospective purchasers to and from their vessels. No sale sign will be allowed unless authorized by the Company.
 27. Berth spaces are relinquished when boats are on dry land storage.
 28. The Company property should not be used for loading freight, lumber, etc., unless authorized by the office. A fee will be charged at the Company's discretion.
 29. Not less than thirty (30) days written notice required for non-renewal of this contract either prepaid 6 month, yearly or paid monthly. Otherwise, daily and monthly charge will be applied until impounded.
 30. Automobiles left at the wharf approaches, driveways, and loading zones are prohibited. Passes issued by office parking receipts must be clearly visible on dash of each vehicle. Boat owners must ensure guests' vehicles have machine dispensed parking receipts on dash. Commercial vehicles, unlicensed vehicles, campers, or any truck with more than 1/2 ton capacity are not allowed in the parking lot without a special permission from the office. Any violating vehicle may be towed away at the owner's expense. The Company shall not be liable for loss of any articles or any damages done to the vehicle in the parking lot however caused.
 31. Electricity is not included in moorage rates. Owners requiring power service must first make application to duly authorized Agent of the Company. All electricity charges must be paid in advance (mm. 3 months). Maximum power of 300W is allowed per boat due to limited power capacity at present time. Any unauthorized, unpaid, and overloading customer will be disconnected instantly without any notice. The penalties and back charges will be applied to the violators at the Company's discretion only. The Company will not be responsible for any damages due to disruption of electricity however caused.
 32. Any and all notices required to be given in accordance with this contract shall be addressed to and delivered to the parties at their respective addresses set forth on the face of this contract.

Acknowledgement: _____