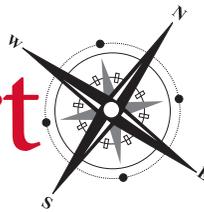


# Starport



OFFICE USE ONLY  
CONTRACT # \_\_\_\_\_  
INSURANCE ATTACHED \_\_\_\_\_  
PAYMENT OPTION \_\_\_\_\_

## MARINE LICENSE AGREEMENT - ORCHARD POINT

MARCH 1, 20\_\_ - FEBRUARY \_\_, 20\_\_

### STEP 1: FILL IN MEMBER PROFILE

This License Agreement (herein after called the 'Agreement') is made between Starport Marina Inc., (herein after called the 'Marina') and

Name ('Owner') \_\_\_\_\_

Slip # \_\_\_\_\_ Date \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ Prov. \_\_\_\_\_

C \_\_\_\_\_

Res. \_\_\_\_\_ Bus. \_\_\_\_\_

Fax \_\_\_\_\_ Cell \_\_\_\_\_

E-MAIL #1 \_\_\_\_\_

E-MAIL #2 \_\_\_\_\_

Name of Boat \_\_\_\_\_

Vessel Registration # \_\_\_\_\_

Hull Number \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ Beam \_\_\_\_\_ Length \_\_\_\_\_

Copy of Insurance Policy attached with \$2 Million Liability per vessel

Initial \_\_\_\_\_

### STEP 2: PAYMENT OPTIONS

Payment must accompany contract

\_\_\_\_ Please enclose cheque with returned Agreement

Paid in full by cheque ONLY and received no later than Oct. 31, \_\_\_\_.

NOTE: Payments received after October 31, \_\_\_\_ will incur a 6.5% late payment charge.

**STEP 3: COMPLETE AND SIGN BOTH Clean Marine Agreement & Marine License Agreement (keep yellow copy for your files)**

**STEP 4: ATTACH A COPY OF YOUR CURRENT PROOF OF INSURANCE.**

**STEP 5: RETURN ALL OF THE ABOVE TO:**

1) Starport Simcoe Marina  
3952 McRae Park Rd  
Ramara, ON L3V 0S2

### STEP 6: PAYMENT INFORMATION

**PAYMENT MUST ACCOMPANY CONTRACT**

Refer to attached Schedule B and fill in your applicable Slip Rate for each of the following line items:

ALL SLIPS ARE ANNUAL CONTRACTS ONLY AND INCLUDE STORAGE AT STARPORT SIMCOE AND SHRINK WRAP.

ANNUAL SLIP \$140/FOOT	\$
PWC Docks: \$999.00 x ____ docks	\$
<b>Sub Total:</b>	\$
HST:	\$
<b>Contract Total:</b>	\$

### NOTICE TO ORCHARD POINT HARBOUR MARINA SLIP CUSTOMERS

Building amenities in Phase 1 or Phase 2 of Orchard Point Harbour may only be utilized by the residents of such buildings. Having a slip membership at Orchard Point Marina does not entitle slip members to use the amenities at Phase 1 or Phase 2 of Orchard Point Harbour, and slip members at Orchard Point Marina shall not use such amenities unless specifically authorized. Orchard Point Marina slip members can utilize the facilities at the Starport Marina locations on Lake Simcoe or in Port Severn, as long as they remain good standing slip members at Orchard Point Marina.

THIS LICENSE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT ON BOTH SIDES OF THIS AGREEMENT AND THE RULES AND REGULATIONS ATTACHED HERETO AS SCHEDULE 'A'. THE OWNER ACKNOWLEDGES HAVING RECEIVED A TRUE COPY OF THIS MARINE LICENSE AGREEMENT AND SCHEDULE 'A' AND AGREES TO BE BOUND BY THE PROVISIONS THEREOF.

EXECUTED by the Owner (who has the authority to bind this contract)

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

X \_\_\_\_\_  
OWNER (Please Print)

X \_\_\_\_\_  
OWNER (Signature)

RECEIVED by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

(note this contract is not valid until executed by Starport Marina Inc.)

APPROVED by Starport Marina Inc. Per: \_\_\_\_\_

# MARINE LICENCE AGREEMENT (ANNUAL)

The parties agree and acknowledge as follows:

## 1. OWNERSHIP AND DESCRIPTION OF BOAT

a) The person signing this "Agreement" as "Owner" warrants and represents that he/she is the "Owner" of the "Boat" described on the front side hereof (herein called the "Boat") or the Authorized Agent of the Owner, and has the power to enter into this Agreement.

## 2. GRANT AND TERM OF LICENSE

a) Subject to the term and conditions herein contained, the Marina hereby grants to the Owner a license to store the Boat from **March 1, 20\_\_** (the "commencement Date") to **February \_\_, 20\_\_** in the slip in the Marina designated from time to time by the Marina management, including winter storage;

(b) The Marina agrees to supply electrical power to the slip to the extent such power is presently installed. The Owner agrees not to tamper with the electrical power and equipment in or about the Marina property and/or draw power from sources other than that provided in the slip, which is the supply the Owner must solely use. The Marina shall not be responsible for any damage to the Boat or its contents arising from a failure to provide electrical power. No electrical power will be provided after haulout has been completed.

(c) The Owner agrees that no vessel except the Boat described above shall be permitted to use the slip/space assigned to the Owner without the consent of the Marina management, which consent shall be in the sole and absolute discretion of the Marina.

(d) **The Owner shall not assign or sublet this license or share his/her slip in the Marina without prior written consent of the Marina, which consent shall be subject to a \$200.00 administration charge, and shall be at the sole and absolute discretion of the Marina.**

## 3. LICENSE FEES

For the use of the facilities described in paragraph 2 hereof, the Owner agrees to pay the slip fees and charges (herein after called the "Fees") as set out on the front side hereof, in advance, in accordance with the slip payment option chosen by the Owner.

(a) **If the amount required to be paid for Fees is not paid when due, the Marina reserves the right not to launch the Boat during the normal spring launch schedule as posted by the Marina at the beginning of each spring. At any subsequent launching of the Boat, the Owner agrees to pay in advance of launching the Boat, an additional launch charge, as advised by the Marina for launching the Boat out of sequence.**

(b) **The Marina shall not be obligated to return any portion of the Fees if the Owner vacates the docking facilities prior to the expiry of this Agreement and all Renewals, unless prior arrangements are made in writing and agreed upon by the Marina.**

(c) **The Owner hereby acknowledges that due to the seasonal nature of the Marina business it is difficult if not impossible for the Marina to re-market a slip and there shall be no obligation on the Marina to do so if the Owner vacates the docking facilities prior to the expiry of this Agreement and all Renewals.**

## 4. LATE CHARGES AND INTEREST

Should the Owner fail to pay any part of the fees required to be paid by this license or any other sum required to be paid hereunder as they are due, the Owner shall pay the Marina interest at the rate of thirty percent (30%) per annum, calculated monthly, not in advance, payable on demand, on such amounts until the date of payment.

## 5. USE OF COMMON MARINA PROPERTY

The Owner shall be entitled, in common with the Marina, other authorized users, and its other licensees, to use the grounds of the Marina property including its washrooms and common areas subject to the provisions of paragraphs 8 and 9 hereof.

## 6. SIGNS, RULES AND REGULATIONS

(a) The Owner agrees to observe all posted signs, and Rules and Regulations made from time to time including those annexed as Schedule "A", and including those related to navigation in or about the Marina premises. If the Owner, his/her family or guests fail to obey any terms or conditions hereof, or of such Rules and Regulations (the provisions of which are hereby expressly incorporated herein) or any warnings, or directions, of the Marina management pursuant thereto, the Marina may, in its sole discretion, give written notice to the Owner of Termination of this license agreement, and upon receipt of such notice, the Marina shall be under no further obligation to provide the services contracted hereunder, but the Owner shall remain bound by the provisions of paragraph 8 hereof, while the Boat remains on the Marina premises.

(b) If this License is terminated by the Marina pursuant to paragraph 6(a) above, the Marina shall retain from the fee paid the sum equal to \$1.00 per foot per day based on overall length of the Boat from and including March 1st of the then current year to the date of removal of the Boat from the Marina and the Marina shall refund the balance of the fees, if any, upon receipt of a full release acceptable to the Marina from the Owner.

## 7. REPAIRS BY OWNER OR AGENTS

The Owner further agrees that while his/her Boat is on the Marina's property, he/she shall not hire or permit any person or any company, other than the Marina, to perform any labour thereon or to make installation of equipment thereof; it being understood that the Marina does not permit any competitive labour or services to be performed on its premises with out its express written authorization. The foregoing limitation is not intended to prevent the Owner or his/her regular crew from doing such work on his Boat, provided such work is done in accordance with the rules and regulations of The Canada Underwriters' Association and has been pre-approved in writing by the Marina management.

## 8. NO LIABILITY ON MARINA

The Marina shall not be liable for claims, whether founded in tort or in contract, losses or damages for any reason whatsoever including without limitation claims for consequential damages, arising out of, occasioned by, or attributable to the nature, construction, design, condition or state of repair of the Marina property or of the space and premises herein licensed, nor arising out of, occasioned by or attributable to the presence on, license, occupancy or use of the Marina property or of the space and premises herein licensed by the Owner or the Owner's family, guests, invitees or licensees.

## 9. INDEMNIFICATION OF MARINA

(a) The owner agrees to indemnify and save harmless the Marina from and against any and all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina property or of the space and premises herein licensed, whether founded in tort or in contract, and in any manner based upon, occasioned by or attributable to the presence on, license, occupancy or use of the Marina property or the space and premises herein licensed by the Owner or by the Owner's family, guests, invitees or licensees.

(b) The Owner agrees to further indemnify and save harmless the Marina, its agents and employees against any loss, damage or claim whatever arising from or incidental to the use of the Marina property and facilities (including, without limitation, the storage pursuant hereto, or the handling of the Boat, or any other vessel owned or in the command of the Owner or his immediate family) by the Owner or the Owner's family, guests, invitees or licensees.

## 10. INSURANCE

The Owner warrants that he/she has and shall maintain adequate and proper insurance coverage on the Boat at all times, including standard public liability coverage which shall be in an amount and coverage acceptable to the Marina. A copy of your current Insurance Policy showing minimum proof of \$2 Million Liability to be included with this signed Agreement.

## 11. RESPONSIBILITY TO WINTERIZE

**The Owner acknowledges that it is his/her responsibility to winterize the Boat each year and that this service is not included in the license fees payable under this Agreement. The Owner, prior to October 1st each year shall enter into an agreement with the Marina to provide this service at the Owner's additional expense. There shall be no obligation on the part of the Marina to winterize the Boat unless the Owner has each year during the currency of this Agreement and all Renewals entered into such an agreement.**

## 12. LIEN ON BOAT

The Marina shall have a lien against the Boat, gear and contents for unpaid sums due or for damage caused or contributed to by the Owner or those persons for whom the Owner is responsible to any docks or other Marina property or property of any other person on the Marina premises. In addition to the lien herein provided for, the Marina shall have a lien under **THE REPAIR AND STORAGE LIENS ACT (Ontario)**.

## 13. SALE OF BOAT

(a) No Owner shall permit any "FOR SALE" signs to be placed on or near the Boat without the permission of the Marina management;

(b) Any Boat that is for sale must be registered as such with the Marina management;

(c) **Boats may be sold by the Owners, but may not take prospective purchasers on board. No Brokers shall be permitted to show the Boat on Marina property without the prior consent of the Marina management.**

## 14. JOINT AND SEVERAL LIABILITY

If more than one licensee is named on this license, the liability of each shall be joint and several.

## 15. AUTOMATIC RENEWAL

This Agreement shall commence on the commencement Date set out above and shall be automatically renewed from year to year on the 1st day of March in each subsequent year subject to the following:

(a) Subject to subparagraph (c) and (d) below, on or before December 31 in each subsequent year, the Marina shall forward to the Owner at the last address of the Owner shown in the records of the Marina, an invoice setting out the Fees which will come into effect on March 1 of the subsequent year, together with any amendments to this Agreement. (b) If the Owner has not paid the Fees as invoiced and signed any amendments, this Agreement shall terminate on February 28 of the "subsequent year" referred to in paragraph

(a) above. In such case, the Owner shall remove his/her Boat from the Marina property on or before Victoria Day Monday of the subsequent year and shall pay to the Marina its standard launch fee and a pro-rated (calculation is annual fees 12 ÷ M + HST) amount of the annual storage/slip fee for the subsequent year. If the Boat has not been removed by that date, the Owner, prior to removing his/her Boat, shall pay to the Marina the aforesaid charges together with an additional sum equal to \$1.00 per foot per day (based on the overall length of the Boat), from and including Victoria Day Monday of the subsequent year, to and including the date the Boat is removed from the Marina property.

(c) If the Owner has paid the Fees as invoiced and signed any amendments, this Agreement shall be deemed to be renewed for a further year commencing March 1 of the subsequent year together with the Fees and amendments to the Agreement sent to the Owner pursuant to subparagraph (a) above all of which shall form part of the renewal.

(d) If the Marina does not intend to renew this Agreement for a further year, the Marina shall notify the Owner in writing on or before December 31 that the Agreement shall expire on February 28 of the subsequent year. In such cases, the Owner shall remove his/her Boat from the Marina property on or before Victoria Day Monday of the subsequent year and shall pay to the Marina its standard launch fee and a pro-rated amount of the annual storage/slip fee for the subsequent year. If the Boat has not been removed by that date, the Owner, prior to removing his/her Boat, shall pay to the Marina such charges together with an additional sum equal to \$1.00 per foot per day (based on the overall length of the Boat), from and including Victoria Day Monday of the subsequent year, to and including the date the Boat is removed from the Marina property.

## 16. BINDING ON HEIRS

This Agreement shall be binding on the parties hereto and upon their respective successors, heirs, executors, administrators, and permitted assigns.

17. This Agreement may be assigned by the Marina.

## 18. WINTER STORAGE

The Marina reserves the right to re-allocate the Owner's covered slip for the purposes of covered winter storage. If the Marina exercises this right the Owner's Boat shall be returned to its assigned covered slip following the spring launch.

## 19. NOTICES

Any notice required by this Agreement is sufficiently given if delivered in the case of the Owner to the address shown above and posted on the premises or left with an adult at the premises, or in the case of the Marina if delivered to the Marina at the address set out above and left with an employee of the addresses of the Owner and Marina set out above then on the fourth (4th) business day following the date of mailing (Saturdays, Sundays and Statutory Holidays excluded). Notwithstanding the foregoing notice is sufficiently given if sent by facsimile transmission to the Owner's or Marina's current fax number, and such notice shall be deemed to be received at the time of transmission.

## 20. PERSONAL INFORMATION

The owner hereby consents to the collection and use of personal information herein provided or otherwise collected by the Marina from time to time from the Owner in connection with this agreement and the disclosure and use of such information by the Marina in such manner as it may consider appropriate including disclosure to insurance companies, other organizations, corporations or entities.

**21. OWNERS ACKNOWLEDGMENT THE OWNER ACKNOWLEDGES THAT HE/SHE HAS READ THE PROVISIONS OF THIS AGREEMENT INCLUDING THE PROVISIONS OF PARAGRAPH 8 AND 9 HEREOF RELATING TO THE ASSUMPTION BY THE OWNER OF CERTAIN RISKS AND OBLIGATIONS AND THAT THIS AGREEMENT WOULD NOT BE ENTERED INTO BY THE MARINA BUT FOR THE INCLUSION OF SUCH PROVISIONS BINDING TO THE OWNER**

## 22. WARNING TO OWNER

**YOU ARE WARNED THAT YOU SHOULD NOTIFY YOUR BOAT INSURER THAT YOU HAVE SIGNED THIS AGREEMENT, AS IT MAY INVALIDATE YOUR INSURANCE UNLESS YOU HAVE THE CONSENT OF THE INSURER IN WRITING**