



ANNUAL MOORAGE AGREEMENT TERMS

Terms and Conditions

It is understood and agreed by and between the parties hereto that this contract shall be binding upon the above-described vessel owner and shall be subject to the following terms and conditions:

1. Wherever the word "Owner" appears, it shall refer to the person or persons or company indicated as the Owner above, notwithstanding that such a person, persons or company is or are not the legal owners of the boat referred to herein. Wherever the word "Marina" appears this shall refer to the "Gibsons Marina."
2. There will be zero tolerance for abusive behaviour towards staff or fellow marina patrons.
3. The Owner agrees to notify Marina when vacating the slip for more than 24hrs so the Marina can sublet the slip. The Owner will be compensated for 1 day of moorage for every day the slip submitted for daily transient moorage and half day if slip is submitted for seasonal moorage. Failure to notify the marina of the slip being vacant could result in termination of moorage.
4. All persons using the Marina's facilities, whether the vessel owner, his agents, guests or invites, do so at their own risk; and indemnify and hold harmless Gibsons Marina, its agents, employees, or contractors from any loss, damage, or injury resulting from any acts or omissions.
5. The Owner acknowledges that the above-named vessel is "seaworthy", poses no environmental risk to the harbour, and shore power is NOT required to keep the vessel afloat. This moorage contract may be cancelled by Gibsons Marina at any time in the event that a vessel is unseaworthy while moored in the Gibsons Marina facilities.
6. The Owner and his/her agents shall not carry out or permit to be carried out any activity that, in the opinion of Gibsons Marina or its Manager, may be detrimental to the safety or enjoyment of others using the Gibsons Marina facilities, or be deemed a nuisance or disturbance.
7. The Owner agrees that if the moorage fees and any other charges payable are not paid when due, or if there is a breach of the Moorage Licence Agreement, these rules or regulations, the Marina may at its option:
 - a. demand the Licensee immediately remove the Vessel from the Marina's property, and in the event the Owner does not do so the Marina may, but is under no obligation to, move the Vessel to a location of Gibsons Marina's choosing. The Owner hereby: (i) agrees any cost associated with the moving or storage of the Vessel will form part of Gibsons Marina's lien under s.7(b)-(c) below; (ii) waives any past or present claim against Gibsons Marina for damages arising from Gibsons Marina's movement and storage of the

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vessel, even in the case of Gibsons Marina's negligence; and (iii) agrees to hold Gibsons Marina harmless from any claims by third parties arising from Gibsons Marina's movement and storage of the Vessel;

- b. to sell the Vessel and its contents as a Warehouseer pursuant to the B.C. *Warehouse Lien Act* ("WLA"), though hereby agreeing that Gibsons Marina is not at any time a bailee of the Vessel and has no duty to protect the Vessel from harm;
 - c. to seize and sell the Vessel as a Garage Keeper pursuant to s.2-3 of the B.C. *Repairers Lien Act* ("RLA") to the extent such remedy does not conflict with priorities under maritime law. The Owner further agrees that by the Owner removing the Vessel from Gibsons Marina property with amounts owing under this Agreement Gibsons Marina is not voluntarily surrendering the Vessel for the purposes of the *RLA*, *WLA*, or maritime law, and Gibsons Marina may re-seize the Vessel and sell it to satisfy its unpaid account and expenses (including legal expenses) without registering a repairer's lien; and
 - d. the Owner agrees that any monies claimed by Gibsons Marina as owing under this Agreement, including legal expenses for enforcing this agreement, are liquidated damages for the purposes of seizing and selling the Vessel or obtaining judgment against the Licensee and Vessel.
8. The Owner assumes all risks and responsibilities for any loss or damage to the boat, including but not limited to incidents such as fire, theft, storm, collision, or any other cause. The Owner agrees to indemnify and hold Gibsons Marina harmless from any losses, damages, or liabilities arising from the boat, its equipment, or any part thereof, whether caused by fire, becoming adrift, dereliction, or any other act or cause.
9. The Owner shall be liable for any loss, damage or destruction caused to the Gibsons Marina property by the vessel, whether the owner is operating the vessel or not.
10. The Owner is responsible for checking their vessels regularly. The maintenance of the vessel is the responsibility of the boat owner.
11. If the Owner cannot be reached, the Marina, in its sole and absolute discretion, will carry out any emergency services required to the vessel, which may mean boarding the vessel, or removal of said vessel from the berth. The Marina shall not be liable for any loss suffered by the Owner or damage to the vessel by reason of boarding the vessel, administering emergency service, or removal of said vessel from the Marina. All charges incurred for any emergency services will be the responsibility of the Owner.
12. The overall length of the vessel must include swim grid, bowsprit, engine, dinghy, etc.
13. The Owner represents and warrants the description and measurement of the vessel is accurate and correct. All vessels will be measured by the Marina; and any errors or omissions on the annual moorage contract may result in berth reassignment, adjustment to moorage fees, or cancellation of said moorage contract.

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14. All applicable vessels must be clearly marked with the vessel name and registration number as required by law.
15. All vessel Owners must have an emergency/alternate contact person for care of their vessel if the Owner is not available.
16. The Owner must contact the Marina Office in advance, if acquiring a new vessel for the berth. Any new vessel must fit according to the Marina specifications. Failure to get prior approval may result in the cancellation of moorage.
17. All changes of address, telephone number and/or ownership of a boat and/or boathouse shall be reported immediately to the Marina. Also, Owners should report when boats will be away from their moorage for any period of time longer than 24 hours.
18. All charges for moorage and other services are payable in advance and subject to applicable taxes. All moorage and service payments unpaid after 30 days will be charged a late fee. Contract renewals will not be issued if the owner holds any outstanding debts.
19. This agreement covers a 1 (one) year term. However, should the Owner wish to vacate the Marina within the contract term, the Marina requires 30 (thirty) days notice of intent to vacate. The Marina, at its discretion, may refund the balance of any moorage fees paid in advance.
20. The Owner agrees to reimburse Gibsons Marina for any and all costs associated with the removal and disposal of the vessel and these costs may include, but are not limited to survey, towing, storage, and legal fees.
21. The Owner must provide a copy of their yacht insurance on an annual basis. The name on the insurance policy must match the name on the moorage contract and must specifically state the liability amount (minimum of \$2,000,000) and the policy expiry date.
22. Gibsons Marina may cancel this contract if the Owner, their agents, or guests break the provisions of this contract and or any of the rules and regulations governing the Harbour. The owner upon cancellation shall immediately remove the vessel from the Gibsons Marina facility.
23. It is provided that, unless terminated by the Marina, the term of this rental shall renew and continue on an annual basis subject to the same terms and conditions contained herein, with the exception of any increase in moorage charges, which may be levied from time to time. Moorage does NOT include disposal of garbage, or a guarantee of parking. A parking decal is a permit to boaters wishing to park overnight only. Guests of the owner must abide by the parking regulations of the Marina.
24. The Owner may carry out minor repairs to their vessel at the floats, but no garbage or other litter shall be thrown overboard or left on Gibsons Marina's property except in the receptacles provided for such



purpose. No gasoline or other flammable liquids, oily rags or other combustible material shall be stored or left on Gibsons Marina floats. Any spillage of environmentally hazardous substances shall be reported immediately to Gibsons Marina's staff and cleaned up immediately by and at the expense of, the Owner. Upon report of a Tenant "dumping" or the discovery of an environmental risk the Marina shall advise the Ministry of Environment, Transport Canada, and Environment Canada. Fines for causing a spill could be implemented. The Tenant acknowledges the utmost importance of preventing any spill. In event of a spill from the Tenants boat(s), or from any items left by the Tenant or its representatives in the Marina area, the Tenant will be held responsible. The Owner agrees to indemnify Gibsons Marina for any and all costs including penalties and fines associated with the containment and cleanup of any pollutants that originate from the vessel or any act or omission of the Owner, his/her contractors, agents, invitees, or employees.

25. The Owner acknowledges the clean harbour policy of the Town of Gibsons which states that the flushing or dumping of heads, holding tanks, bilges, etc. is strictly prohibited within the harbour; and the Owner hereby agrees to abide by this policy.
26. No fueling of vessels is permitted while at berth. Vessel fueling must occur at designated fuel floats.
27. Power must be paid prior to connecting to power. Power charges are based on a minimum monthly rate, or for approximate usage, until metered. Power payments are on a self-remitting basis; so, if an invoice is sent a late fee will be applied. All cords not considered in compliance will be disconnected with prior notification. If an emergency situation arises, cords will be disconnected without notice.
28. All electrical connections between the Marina outlets, the vessel and all electrical equipment on board must conform to applicable electrical safety codes. Power cords must be a minimum 14 gauge for 15-amp power; or a minimum 10 gauge for 30-amp power. All cords must be in a good serviceable condition and run in one continuous length from the dock power box onto vessel with no connections on the docks. If adapters are used at the dock box, they must of adequate gauge and no longer than 18". All power cords must be unplugged if not using power and stored onboard vessel.
29. The Owner will not make any additions to the Marina property without prior approval (i.e. dock boxes, fender systems, etc.)
30. The Owner must maintain the physical appearance and cleanliness of the vessel.
31. The vessel shall not be moored in any manner that shall interfere with the mooring of or access to any other vessel. Bowsprits or attachments to vessels must not extend beyond the end of the finger or over walkway; all walkways and fingers shall be kept clear from obstruction.
32. It is the sole responsibility of the Owner to safely moor, secure and maintain the vessel. All vessels maneuvering in the vicinity of the Marina must be handled in a seamanlike manner. The Owner shall ensure that the vessel will not foul, interfere or damage any berth or access to any berth in the Marina.



33. The Owner has no proprietary rights, and the Marina reserves the right to relocate the berth-age position of any vessel.
34. No automobile shall be left unattended at wharf approaches, driveways, or the launch ramp area without Marina permission.
35. Children under the age of 14 years are not permitted on Gibsons Marina floats unless accompanied by an adult.
36. Vessel Owners will not lend or distribute Cardlock passes or gate access keys and will ensure security gates are locked upon entering/exiting the marina.
37. Dinghies must not be left on the docks. They must be kept on board or in the water adjacent to the vessel as long as it does not impede access. Boats over eight (8) feet are not considered dinghies.
38. No advertising or soliciting is permitted on any boat using the Marina's facilities without the written permission of the Marina, which may be withheld.
39. Boat owners, guests, employees, and contractors must conduct themselves in a manner that is not detrimental to the safety of the marina or its guests or interfere with the quiet enjoyment of others.
40. The Tenant agrees to use the facilities of the Marina and the Marina for their intended purpose – the dockage of a pleasure craft to be used as such on a regular basis. The Marina is not being operated as a residential location.
41. No outside contractors, service organizations, corporations or individuals will be permitted to undertake any work on Tenant's boat in the Marina area without first having obtained approval of the Marina Operator. All such persons must sign-in at the Marina Office and provide evidence of proper insurance coverage suitable to the Marina. Tenants must ensure all contractors meet Provincial labour laws including those for Workmen's Compensation.
42. Tenant shall not allow or permit yacht brokers, agents, or salespersons to establish a business location at the Marina. Small "FOR SALE" signs are permitted and may be posted on the boat at the discretion of the Marina Operator. No commercial boat sales operations are permitted in the Marina space as outlined within unless approval has been granted.
43. The Tenant agrees that it shall not assign or sublet this Agreement. The Tenant agrees that it shall not use, cause, permit or allow its slip to be used for the docking of any boat or vessel other than the owner's boat as indicated herein without the prior consent of the Marina.
44. The interpretation of this contract, its clauses and covenants will be at the discretion of Gibsons Marina.

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TERMS AND CONDITIONS

Payment constitutes consent to the terms and conditions.

SIGNED this _____ day of _____ 2024_.

FOR LICENSEE _____ FOR LICENSOR _____