



Boatyard Forms Package

Shelter Island Marina & Boatyard Inc.

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DRY STORAGE CONTRACT TERMS

1. **Consideration.** For good and valuable consideration received by each party, the receipt and sufficiency of which are hereby acknowledged by the parties, the Company and the Owner agree as set out herein.
2. **Storage of Vessel.** The Company may at any time and from time to time require that the Vessel be stored at a different location or bay at the Storage Facilities. **This Contract is not a lease nor does it create a bailment.** Neither the bay nor the Vessel when stored at the bay may be used as living quarters or a residence or otherwise for residential accommodation. The Owner shall have no proprietary rights whatsoever to any bay. The Company shall have the right at any time and from time to time, without any notice to the Owner and at the sole risk of the Owner, to rearrange the position or orientation, or change the location, of the Vessel and the Owner hereby appoints the Company as its agent for such purposes.
3. **Vessel Maintenance and Protection.** The Owner hereby acknowledges and agrees that the Owner bears **SOLE RESPONSIBILITY** for the adequacy of any blocking or bracing of the Vessel, whether performed by the employees of the Company or otherwise, and for the maintenance, storage conditions/materials, weather protection, and covering of the Vessel, and the Owner shall regularly inspect the Vessel (including its power hook up) and ensure the integrity and safety of the blocking and bracing and the general condition of the Vessel and any structures or materials used to store same, and ensure that the Vessel is stored properly to the satisfaction of the Owner. The Owner further agrees that the Vessel shall, at all times, be properly stored, maintained, and cared for, including but not limited to weatherproofing and winterization.
4. **Description of Vessel.** The Owner represents and warrants that the description of the Vessel on the first page of this Contract is accurate and complete. If, in the sole and absolute discretion of the Company, the description of the Vessel is inaccurate or incomplete in any respect, whether material or not, the Company may refuse to allow the Vessel to be stored at the Marina or, if the Vessel is already stored at the Marina, the Company may exercise its right of termination pursuant to Section 17 of this Contract. In the event that any containers, items or materials are listed in the box on the first page of this Contract, or in the event that the Owner is storing any containers, items, materials or other personal property, other than a vessel, at the Storage Facilities (all such stored items, collectively, the **"Items"**), then the provisions of this Contract shall apply to the Items and be read as though, in each use of the word "Vessel", the word "Items" were used instead. If and when requested by the Company from time to time, the Owner shall promptly provide the Company with a list of all Items stored at the Storage Facility. No petroleum products, organic or inorganic waste, pollutants, contaminants, deleterious substances, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind shall be stored in the Storage Facilities.
5. **Ownership.** The Owner further represents and warrants that they are the sole legal and beneficial owner of the Vessel and have authority to enter into this Contract.
6. **Lift Services.** The time of the providing of any Lift Services shall be entirely at the discretion of the Company, and without limitation, the Company shall not be required to provide Lift Services in any circumstances that it considers dangerous or unsafe, in its sole and absolute discretion. The Company may, at its sole and absolute discretion, refuse to lift or launch the Vessel if any fees are owed by the Owner in connection with this Contract or any other contract between the Owner and the Company (collectively, the **"Outstanding Fees"**) and the Company's accounting shall be conclusive evidence of whether there are any Outstanding Fees.
7. **Utility Fees.** The Owner shall immediately pay, as an additional fee, all fees charged by the Company in respect of electricity, garbage disposal and other utilities and services, as the Company shall in its sole and absolute discretion consider reasonable (collectively, the **"Utility Fees"**). If the Owner fails to pay any Utility Fees, the Company may at any time thereafter and without any notice, immediately or after such period of time as the Company determines in its sole and absolute discretion, terminate some or all of the utilities and services provided, without limiting any other remedies available to the Company as a result of the Owner's failure to pay. The Company is entitled to change these fees, in its sole and absolute discretion, at any time, but shall provide written notice of any material changes to the Owner. Posting an updated fee or rate schedule

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at the Marina office or at the Company's website (www.shelterislandmarina.com) shall constitute effective written notice to the Owner.

8. **Payments Due Upon Signing.** All storage fees are payable in advance and subject to applicable taxes. Storage fees for the applicable period set out on the first page of this Contract must be paid in full immediately upon execution of this Contract by cash, credit card or cheque, or the daily rate (as may be set out in the fee or rate schedule posted at the Marina office or at the Company's website [www.shelterislandmarina.com] from time to time, hereinafter referred to as the "Daily Rate") shall apply. All accounts are due immediately upon being issued by the Company. The Owner shall pay interest on all overdue accounts at a rate of two percent per month (twenty-four percent per year), compounded monthly. In the event an account is still unpaid by the 15th of the month, the Company in its sole and absolute discretion may elect to charge or continue charging interest as aforesaid or to place the Vessel and storage on the Daily Rate. The Owner shall reimburse the Company on demand for all losses, costs and expenses incurred by the Company to collect overdue accounts, whether by legal action or otherwise, including legal fees on a full indemnification basis.

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9. **Marina Use and Safety.**

- a) The Owner and the Owner's agents, guests, employees, invitees, licensees, contractors, and any other person at the Marina in connection with the Vessel or the Owner's use of the Marina, or for whom the Owner is responsible at law (collectively, with the Owner, referred to as the "**Owner Parties**") shall not carry on any business activity at the Marina without the prior written consent of the Company, which consent may be withheld or withdrawn by the Company in its sole and absolute discretion.
- b) The Owner Parties shall not carry on any activity at the Marina or on the Vessel while it is stored at the Marina that may be deemed by the Company, in the Company's sole and absolute discretion, to be a nuisance or unsafe.
- c) The Owner Parties shall not permit any garbage, bilge contents, petroleum products or other organic or inorganic wastes, contaminants, hazardous substances or pollutants to be emptied overboard or escape from the Vessel or be deposited anywhere within the Marina except into receptacles provided for that purpose, if any. The Owner Parties shall strictly and fully comply with all environmental laws. Without the express written consent of the Company, the Owner Parties shall not bring any contaminants, hazardous substances or pollutants onto the Marina excepting only fuel and lubricants in the fuel tanks, engine and operating parts of the Vessel. **The Owner shall notify the Company promptly of any breach or suspected breach of this Section and shall indemnify the Company against all losses and expenses arising therefrom.**
- d) No litter or debris shall be left on the Marina, except that non-toxic refuse may be placed in the containers provided for that purpose.
- e) If the Vessel is a hazard to other vessels or the Marina, as determined by the Company in its sole and absolute discretion, the Owner at the Owner's expense must remove the Vessel from the Marina. **The Company may, but is not obligated to, arrange for the removal from the Marina of any vessel or other item which, in the Company's opinion, in its sole and absolute discretion, appears to be a hazard to other vessels or the Marina, in which case the Owner shall indemnify the Company for the costs of such removal plus an administration fee of 10%. The Company shall not be liable for any loss suffered by the Owner Parties or damage to the Vessel by reason of removing the Vessel from the Marina.**

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10. **Terms, Rules, and Regulations.** The Owner Parties shall comply with the Terms, and with such additional or changed terms, rules or regulations as are from time to time made by the Company, in its sole and absolute discretion. The Terms include, without limitation, the provisions set out in this Contract and on the first page, the Marina's rules and regulations from time to time (the "**Marina Rules and Regulations**"), the Marina's boat yard rules and regulations from time to time (the "**Boat Yard Rules and Regulations**"), the Marina's contractors' rules and regulations from time to time (the "**Contractors' Rules and Regulations**"), and any additional or changed terms, rules or regulations, and all of the foregoing are hereby incorporated as provisions of this Contract and shall form a part of this Contract as if repeated herein. **The Owner shall ensure that the Owner Parties comply with the Terms and the Owner agrees to indemnify the Company for any failure of any of the Owner Parties to comply with the Terms.** The Company is entitled to change the Marina Rules and Regulations, the Boat Yard Rules and Regulations and the Contractors' Rules and Regulations, in its sole and absolute discretion, at any time and from time to time, but shall provide written notice of any material changes. Posting the updated or changed Marina Rules and Regulations, Boat Yard Rules and Regulations and Contractors' Rules and Regulations, as the case may be, at the Marina office or at the Company's website (www.shelterislandmarina.com) shall constitute effective written notice to the Owner. The Owner hereby acknowledges receipt of a true copy of the Marina Rules and Regulations, the Boat Yard Rules and Regulations and the Contractors' Rules and Regulations in force on the date of this Contract.
11. **Insurance.** For the duration of this Contract, the Owner shall obtain and maintain insurance coverage for the full value of the Vessel, its contents and any personal property moored or stored at the Marina, including without limitation any Items, which insurance shall include without limitation **a minimum of \$1,000,000.00 third party liability coverage** and name the Company as an additional insured. The Owner shall promptly provide evidence of the insurance policy to the Company upon request. The parties agree that this clause does not operate as any limitation or exclusion of the Owner's liability but does operate to limit and exclude the Company's liability in respect of the Vessel.
12. **Registry Transfer.** If the Vessel is federally registered, the Company may, in its sole and absolute discretion, require the Owner to provide the Company with an executed Registry Transfer in advance of, and for the duration or any portion thereof, of the moorage and/or storage of the Vessel at the Marina, and the Owner covenants to provide the Company with the same upon demand. The Company covenants to make no use of the Registry Transfer except in accordance with a sale or disposition hereunder; and, provided that the Owner pays in full to the Company all fees under this Contract, the Company covenants to return the Registry Transfer to the Owner unused when the Owner removes the Vessel from the Marina, or, if applicable, claims the Vessel from any impoundment facilities.
13. **Default.** The Owner will be in default under this Contract if any of the following events occur (each, an "**Event of Default**"):
- (a) any of the Owner Parties breaches any of the terms of this Contract or fails to abide by any of the Terms at any time;
 - (b) the Owner fails to pay any Fees or any Outstanding Fees;
 - (c) the conduct of any of the Owner Parties or the Owner Parties' use of the Marina is, in the sole and absolute discretion of the Company, prejudicial to the orderly and safe operation of the Marina, the safety of other persons or their property, or constitutes a nuisance or annoyance to the Company or its customers;
 - (d) the Owner is insolvent, or commits or threatens to commit an act of bankruptcy, or if proceedings are taken by or against the Owner under the *Bankruptcy and Insolvency Act* or any other law regarding arrangements with creditors or if a receiver is appointed to administer, manage or proceed with the liquidation of all or part of the Owner's assets or if actual proceedings are taken by or against the Owner in order to obtain liquidation or winding-up;
 - (e) a notice of disposition is issued for the Vessel by a lien holder under the *Commercial Liens Act* [SBC 2022] c. 9 ("**CLA**"), or a secured party under the *Personal Property Securities Act* [RSBC 1996] c. 399

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- (f) the Vessel is arrested or detained; or
- (g) if the Owner dies (if the Owner is an individual), or if the Owner cease to exist (if the Owner is not an individual).

14. **Remedies after Default.**

- (a) If an Event of Default occurs, the Company may, in its sole and absolute discretion:
 - (i) terminate this Contract by providing the Owner 48 hours' notice of termination, provided however that the Company's other remedies herein shall survive any such termination, and
 - (ii) exercise any of the following remedies:
 - (A) arrest and pursue a judicial sale of the Vessel;
 - (B) sell and absolutely dispose of the Vessel in any manner whatsoever (including, without limitation a disposition by way of destruction, or sale for scrap); or
 - (C) effect a sale or disposition of the Vessel in accordance with the provisions of the *CLA* to realize any Outstanding Fees owing for 30 days or longer.
- (b) If the Owner has any Outstanding Fees, the parties agree that the Company has:
 - (i) a maritime lien;
 - (ii) a statutory right *in rem* to arrest and pursue the judicial sale of the vessel;
 - (iii) a charging lien;
 - (iv) a security interest under the provisions of the PPSA; and
 - (v) a commercial lien pursuant to the provisions of the *CLA*,over the Vessel in respect of such Outstanding Fees. The Owner and the Company agree that the Company has all the rights and remedies under the *CLA* available to a "lien holder" as defined in the *CLA*.
- (c) If any Outstanding Fees are owing for 30 days or more, the Company shall have a lien for any Outstanding Fees against the Vessel. While the Company may not have possession of the Vessel during the term of this Contract and it is understood by the Owner that he/she/it bears the sole responsibility of the maintenance of the Vessel in accordance with Section 3, the Owner and the Company agree that the Company shall be deemed to have possession of the Vessel under the *CLA*, and all the rights and remedies under the *CLA* are available to the Company as the "lien holder".
- (d) If the Company exercises any of the remedies under Section 14(a)(ii):
 - (i) the Owner irrevocably authorizes the Company to lift and move the Vessel to any facilities the Company determines to be appropriate in its sole and absolute discretion, and appoints the Company as its agent to do all things and sign all documents necessary for any sale or disposition of the Vessel;
 - (ii) without limiting the foregoing, the Owner shall cooperate with the Company and provide the Company, upon demand, with all documents of title for the Vessel, registry papers, "blue book" and the like, together with an executed bill of sale and, if applicable, an executed bill of sale/transfer form in the form required by and registrable at the Ship's Registry/Transport Canada and signed by the registered owner (the "**Registry Transfer**"), in order to effect such sale or disposition as contemplated hereunder;
 - (iii) the Company shall be entitled to deduct from the proceeds of any sale or disposition hereunder, in addition to the Outstanding Fees, all costs and expenses of every nature whatsoever incurred by the Company in connection with such sale or disposition (including without limitation legal fees on a solicitor and own client basis and any costs or expenses incurred by the Company in connection with obtaining a declaration in any court regarding the rights of the Company under this section or the validity of a sale or proposed sale of the Vessel pursuant to this Contract), and in the event that such costs and expenses are incurred in connection with an uncompleted sale, the Company shall be entitled to recover from the Owner the costs and expenses incurred by the Company in connection with such uncompleted sale; and

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(iv) the Owner agrees that all Storage Fees and Utility Fees payable hereunder (collectively, the “Fees”) shall continue to accrue irrespective of the Company seizing and impounding the Vessel.

(e) **If the Vessel is arrested or detained by a third party, the Owner covenants, represents, and warrants that it shall take all steps necessary, including without limitation, promptly posting sufficient security or bail and making all necessary court application, to lift the arrest or detention at the Owner’s own expense, failing which, the Company is hereby authorized by the Owner to take such steps in its own name or that of the Owner at the Owner’s sole expense.**

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15. **Other Interests in the Vessel.** The Owner represents and warrants that there are no parties entitled to a notice of disposition under *CLA*, including, without limitation, creditors, persons with a secured interest over the Vessel or persons holding a lien over the Vessel as of the date the Vessel is stored in the Storage Facilities. The Owner further undertakes to promptly notify the Company, without delay, should any party arise who may be entitled to such notice.

16. **Security Interest.** As a general and continuing security for the due payment of Outstanding Fees under this Contract, and in consideration of the Company allowing the Owner to store its vessel at the Storage Facilities and providing such services as set out herein, and for other good and valuable consideration, the receipt and sufficiency of which the Owner hereby acknowledges, the Owner hereby grants to the Company a security interest in the Vessel, including without limitation a security interest in the Items and including without limitation a security interest in any and all present and after-acquired inventory, furnishings, tools, supplies, equipment and other personal property on board the Vessel or located at the Marina during the term of this Contract (collectively, the “Collateral”). The Owner represents and warrants that the Collateral is, and the Owner will ensure that the Collateral will at all times be, free of any encumbrances, mortgages, charges, liens, security interests or trusts except the security interest granted hereby or pursuant to this Contract (collectively the “Security Interest”) in favour of the Company or any encumbrances, mortgage, charge, liens, security interests or trusts created with the Company’s prior written consent which will be given only if the holder of the charge subordinates its charge to the Security Interest. The Owner shall immediately pay and satisfy the amount secured by any other encumbrance, mortgage, charge, lien, security interest or trust upon the Collateral or any part thereof that is not so approved.

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17. **Termination by Company.** The Company may at any time and for any reason terminate this Contract by giving the Owner 30 days’ notice of termination. Subject to the Company’s rights under Section 14 herein, upon receiving a notice of termination, the Owner shall, at the Owner’s expense, vacate the Storage Facilities on or before the date specified in the notice. Any Outstanding Fees accruing due or to become due for the balance of the term of this Contract shall thereupon become payable immediately.

18. **Termination by Owner.** If the Owner wishes to vacate the Marina, the Owner must give the Company 45 days’ written notice of intention to vacate and the effective date that the Owner vacates must be the last day of a calendar month.

19. **No Refund.** No refund shall be made of any paid Fees in any circumstances.

20. **Copy of Contract:** The Owner hereby acknowledges having received an executed copy of this Contract, and waives all rights to receive from the Company a copy of any financing statement, financing statement (transition), financing change statement or verification statement filed at any time in respect of the Vessel.

21. **Survival.** Notwithstanding anything in this Contract to the contrary, this Contract shall survive the vacating of the Marina by the Owner or Vessel, and the issuance of a notice to vacate for cause or otherwise by either party to this Contract in no way terminates or rescinds any of the terms, conditions, releases, indemnities or exclusions agreed to herein.

22. **Renewal.** The Owner may apply to renew this Contract by sending a written renewal notice to the Company. All renewal notices shall be delivered to the Company by the 5th day of the last month in which this Contract

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expires. The decision to renew is at the sole and absolute discretion of the Company. As a condition of renewal, the Company may at its sole and absolute discretion vary the provisions of this Contract.

23. **Overholding.** If the Vessel continues to be stored at the Storage Facilities after the period applied for on the first page of this Contract or otherwise after the termination of the right of the Owner to store the Vessel at the Storage Facilities, the Owner shall promptly pay to the Company for such unauthorized storage 150% of the highest Daily Rate charged by the Company in respect of vessels having the similar specifications as the Vessel. The provisions of this Contract shall apply to such unauthorized storage, except that the Company shall not be deemed to have consented to or permitted such storage, and such storage shall be month-to-month.

24. **Limitation of Liability and Indemnification.** The Owner acknowledges that operation, lifting, storage and the maintenance of marine vessels involve many inherent risks, dangers and hazards and hereby agrees and acknowledges that:

a) **THE OWNER FULLY ASSUMES AND ACCEPTS ALL SUCH RISKS, DANGERS AND HAZARDS, INCLUDING WITHOUT LIMITATION THE POSSIBILITY OF PERSONAL INJURY, DEATH, AND LOSS OR THEFT OF THE VESSEL, ITS CONTENTS, AND PERSONAL PROPERTY. THE VESSEL, ITS CONTENTS AND ANY PERSONAL PROPERTY MOORED OR STORED AT THE MARINA ARE DONE SO AT THE OWNER'S SOLE AND EXCLUSIVE RISK;**

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b) The Owner understands the Company shall **NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF OR DETERIORATION TO THE VESSEL BY ANY REASON WHATSOEVER**, including the seizing, lifting, impounding of the Vessel in accordance herewith, or otherwise enforcing any rights or remedies of the Company;

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c) Notwithstanding the rights granted to the Company under Section 14 of this Contract, the Company does not in any way take possession of, or undertake any duty to take care of, any vessel stored under this Contract or otherwise at the Marina;

d) The Owner hereby acknowledges that the Company will not at any time be in possession of the Vessel and therefore will owe no duty of care under section 24(1) of the *CLA*;

e) The Company does not represent that the bay or Storage Facilities are fit for any purpose. The Owner accepts the Marina premises on an "AS IS, WHERE IS" basis and acknowledges that, in its own judgment, the Storage Facilities and bay are suitable and appropriate for the Vessel;

f) **THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR, AND THE OWNER HEREBY WAIVES AND RELEASES THE COMPANY FROM, ANY LOSS, THEFT, DAMAGES OR EXPENSES, OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION THOSE ARISING OR RESULTING FROM PERSONAL INJURY, DEATH, OR LOSS OR THEFT OF OR DAMAGE TO VESSELS, CONTENTS, OR PERSONAL PROPERTY, AND THOSE SUFFERED OR INCURRED BY ANY OF THE OWNER PARTIES), HOWEVER CAUSED, WHETHER BY NEGLIGENCE OF THE COMPANY OR THE ACTS OF THIRD PARTIES, INCLUDING WITHOUT LIMITATION CONTRACTORS OR VENDORS OPERATING ON MARINA PROPERTY, OR OTHERWISE;**

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g) the Owner agrees to indemnify the Company for any and all costs in connection with the Company enforcing its remedies including but not limited to impoundment fees, survey fees, towage costs, storage costs, bailiff fees, legal fees (on a full indemnity basis, including legal fees for proceedings initiated by the Owner against the Company in breach of this

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Contract or otherwise) and any costs or expenses incurred in respect of third parties (including but not limited to mortgagees of the Vessel);

- h) the Owner shall hold harmless and indemnify the Company, and each of its directors, officers, agents, contractors and employees, in respect of any and all claims, loss, risk, damage, demand, suit, judgment, costs or legal fees (including the Owner's own legal fees, on a full indemnity basis, incurred in defending such claims) and liability of whatever nature, including without limitation claims or liability for personal injury, death, or loss of or damage to vessels or contents, suffered by the Company, any of the Owner Parties, or third parties (including without limitation to any children or minors under the supervision of the Owner Parties), as a result of or in connection with the Owner Parties' attendance at the Marina or use of the Storage Facilities, or in connection with the Company providing the Storage Facilities or Lift Services, however caused, whether by negligence of the Company or the acts of third parties, including without limitation contractors or vendors operating on Marina property, or otherwise; and
- i) the Owner further agrees to be liable for any loss, damage or destruction caused to the Company's property, in whole or in part, by the Owner Parties or in connection with the Vessel or the Owner Parties' use of the Storage Facilities, and to pay the costs and expenses incurred by the Company in respect of restoring such loss, damage or destruction, within 30 days of receiving an account for the same.

25. **No Assignment by Owner.** This Contract is personal to the Owner. The Owner shall not assign this Contract or permit the bay to be occupied by any vessel other than the Vessel, in either case without the express prior written consent of the Company, which consent may be withheld in the Company's sole and absolute discretion. A person purchasing the Vessel shall not acquire any of the rights arising under this Contract, which rights will automatically terminate (notwithstanding that the Owner's obligations shall survive) upon any change in ownership of all or any part of the Vessel, unless the Company, in its sole and absolute discretion, agrees otherwise. Before selling the Vessel, the Owner shall bring this Section to the attention of the prospective purchaser and of any agents acting on behalf of either the Owner or the prospective purchaser, and shall advise the transferee to provide the Company with the Bill of Sale, and evidence of insurance for the Vessel, in connection with any request by the transferee to assume this Contract or enter into a new one with the Company.

26. **Notices.** Any notices to be given by the Owner in connection with this Contract shall be in writing and delivered to the Company's office at the address on the face of this Contract. Any notices, billings or other communications to be given to the Owner by the Company may be given in writing to the Owner by electronic mail to the Owner at the email address listed on the first page of this Contract, or by mailing it to the address on the face of this Contract, or by posting it on the Vessel. Notice given by mail or posting on the Vessel shall be deemed effectively given three days after being so posted on the Vessel or mailed to the Owner in accordance herewith. Notice given by electronic mail shall be deemed effectively given on the day of sending, if sent before 5:00 p.m. Pacific Time, and the next day, if sent after 5:00 p.m. Pacific Time, unless the Company receives an electronic notice of non-receipt or "bounceback". The Owner shall provide a valid email address. Notice may also be effectively given by posting publicly at the Marina office, as and where indicated in this Contract.

27. **Deposit.** Owner must deposit, in advance, the sum specified for a security deposit on the first page of this Contract (the "**Deposit**"). The Deposit will be held by the Company, without liability for interest, as security for the faithful performance by the Owner of all of the terms of this Contract, subject to the following terms and conditions:

- a) If at any time Outstanding Fees are overdue and unpaid, or if the Owner fails to observe or perform any of the terms of this Contract, then the Company at its option may, in addition to any and all other rights and remedies provided for in this Contract or by law, appropriate and apply the entire Deposit,

or so much thereof as is necessary to compensate the Company for loss or damage sustained or suffered due to such breach by the Owner.

- b) Should the entire Deposit, or any portion thereof be appropriated and applied by the Company in accordance herewith, then the Owner shall, upon demand, forthwith remit to the Company a sum sufficient in cash to restore the Deposit to the original sum deposited and the Owner's failure to do so within five days after receipt of such demand shall constitute a breach of this Contract.
- c) If the Owner complies with all of the terms of this Contract and promptly pays all Fees to the Company as and when due, the Deposit shall be returned to the Owner at the expiry of this Contract upon removal of the Vessel from the Marina.
- d) The Company will not be required to keep the Deposit separate from its general accounts. No trust relationship is created herein between the Company and the Owner with respect to the Deposit.

In addition, the Company shall be entitled, in its sole and absolute discretion, to treat any advance or prepaid Storage Fees as a Deposit hereunder and apply same (i) to any Outstanding Fees, or (ii) as is necessary to compensate the Company for loss or damage sustained or suffered due to a breach by the Owner. The Owner shall be required to, upon demand, forthwith remit to the Company a sum equal to the funds so applied so as to restore the advance or prepaid Storage Fees to the original sum deposited and the Owner's failure to do so within five days after receipt of such demand shall constitute a breach of this Contract. Section 27(d) also applies to advance or prepaid Storage Fees.

- 28. **Marina and Company.** The word "Marina" includes without limitation, the marina docks and berths, the Storage Facilities, and any property or waters owned or leased by the Company. **Where used in connection with an indemnity, or a release or waiver or limitation of liability, in each case in favour of the Company, the word "Company" shall include, and the indemnity, release or waiver or limitation of liability shall extend and apply to, the Company's affiliates, and to all directors, officers, principals, shareholders, employees and agents of the Company and its affiliates.**

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- 29. **Criminal Interest Rate.** If any interest (including any fees, bonus, additional consideration or otherwise) stipulated herein, would, except for this clause, be or effectively be a criminal rate under the *Criminal Code* (Canada) or void for uncertainty, or unenforceable for any other reason, then the interest chargeable hereunder shall be two per cent less than the rate which would be a criminal rate (or a void or unenforceable rate), calculated in accordance with generally accepted actuarial practices and principles.
- 30. **No Contra Proferentum.** The language in this Contract shall in all cases be construed as a whole and neither strictly for nor strictly against any of the parties to this Contract.
- 31. **Governing Law.** This Contract shall be in all respects governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia. Each of the parties hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia or the Federal Court of Canada, sitting in the Province of British Columbia.
- 32. **Entire Agreement.** This Contract is the entire agreement between the Company and the Owner in respect of the subject matter of this Contract and in respect of any circumstances or events surrounding or arising in connection with the subject matter of this Contract. This Contract cannot be added to or altered except by agreement in writing. There are no representations, warranties, conditions, covenants, agreements or promises of any nature (implied, collateral, statutory or otherwise) binding upon the Company in connection with this Contract or the subject matter of this Contract, or in connection with any circumstances or events surrounding or arising in connection with the subject matter of this Contract, except as expressly set out herein.

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SHELTER ISLAND MARINA & BOATYARD

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www.shelterislandmarina.com

BOATYARD RULES & REGULATIONS

BOATYARD RULES & REGULATIONS WILL BE STRICTLY ENFORCED!

Payments Policies:

- All Customers are required to sign a Dry Storage Contract.
- All storage is payable in **ADVANCE** and subject to applicable taxes. Prices are subject to change without notice.
- Monthly Prepaid rates **MUST** be paid in full **IMMEDIATELY** by Cash, Debit, Credit Card, E-transfer or Cheque to take effect or the **DAILY** rate will apply.
- All accounts unpaid by the 15th of the month will be placed on the Daily rate and subject to 2% interest Late Fee as per the Dry Storage Contract.
- All Monthly Customers are required to provide the Marina Office with their Credit Card details and fill out the Preapproved Credit Card Payment Authorization form.
- Payment method accepted: Cash, Debit, E-transfer, Cheque, Visa, Mastercard and Amex.

pay@shelterislandmarina.com

***When paying via E-Transfer, it is very **IMPORTANT** to include in the **MEMO** section your Full Name, Boat Name and Account #.

Insurance Policies:

- All vessels are required to have **Comprehensive and Liability Insurance of \$1,000,000.**

1. Store/Office is open 8 AM to 4:30 PM from Monday to Friday.

Saturday – 8:30 AM to 3:30 PM.

Travelift and Store/Office closed on Sundays.

2. Main gates to boatyard are open dawn till dusk.
3. See Marina Office for Main Gate Code and/or KEY FOB for Live Aboard.
4. Maximum speed in the yard is 15km/h.

5. No unauthorized parking permitted in boatyard. Shelter Island Marina & Boatyard is not responsible for any damage to any vehicle from any boat yard related activities. If any vehicle is in the way of boat moving machinery, it will be towed at owner's expense by Rusty's Towing (604- 273-1645). No motor vehicle shall be left at wharf approaches or in Marina driveways or loading zones or be an obstruction to the operation of the Marina in any way. Or else, the motor vehicle may be towed right away at owner's expense. The following policy is ENFORCABLE 24 HOURS A DAY, 7 DAYS A WEEK. This lot is for the exclusive use of Customers and Clients of Shelter Island Marina & Boatyard ONLY. Vehicle and contents left at owners' risk. RV's, Boat Trailers, and Commercial vehicles are NOT permitted. Any uninsured vehicles are subject to immediate removal. Any vehicles in this lot found to be in violation of these policies, or parked illegally, will be towed at the owner's expense. Long Term Storage NOT permitted.

6. When phoning to book a haul out please provide as much information as possible. At a minimum we need the Boat name, Length overall, Type of Vessel, Insurance confirmation, Owner's Name and Phone Number.

7. Boats over 50 feet in Length Overall or over 18 feet in Beam, boats with rolling chocks, boats with "Bat Wings", catamarans, yachts or boats of unusual design will require more information prior to arrival.

8. You are required to sign a Dry Storage Contract and the Boatyard the Rules & Regulations at the Marina Office upon arrival. All customers in the Boatyard are responsible for reading and complying with the Dry Storage Contract and the Boatyard Rules & Regulations. No vessel launched until contracts are signed. All storage is payable in advance (upon signing contract, or the daily rate will apply). All prices are subject to applicable taxes and subject to change without notice. Prepaid rates are available through the Marina Office.

9. See Marina Office to arrange rental of Travelift, Forklift or Power Washer. No person other than an authorized employee of Shelter Island Marina & Boatyard shall operate or attempt to operate any lift facility or pressure washer at the Marina. We reserve the right to Power Wash any vessel on haul-out as deemed necessary to ensure the safety of blocking and to contain any contaminants.

10. All charges are to be paid at the boatyard office prior to vessel launch. **NO CASH NO SPLASH.** Rates will be charged by length overall of the vessel with applicable taxes. Prices are subject to change without notice.

11. Boats will not be launched without the owner or representative present.

12. Overnight moorage at the Travelift slips must be pre-approved by the office in advance as dock space is limited. Vessels impeding the lift area will be subject to additional charges.

13. All customers using any of the Shelter Island Marina & Boatyard facilities or coming onto the Marina premises do so at their own risk and Shelter Island Marina & Boatyard is not responsible for any physical injury, death, property loss or damage, howsoever caused, sustained by any such person.

14. Shelter Island Marina & Boatyard is not responsible for the security of any vessel from theft or other loss and shall not be liable for the loss by theft or otherwise of any articles left in any automobile or boat at the Marina or elsewhere on the Marina premises.

15. Use of the Marina's services and equipment is at owner's own risk. Whether an owner wishes to use the Marina's equipment or their own, owners are advised that Shelter Island Marina & Boatyard is not responsible for any loss, damage or injury resultant thereof, and does not carry insurance for the owner's benefit.

16. Shelter Island Marina & Boatyard property is traversed with several high voltage hydro lines. All employees and customers must be aware of the limits and dangers of these wires. Please direct any questions or inquiries to the Yard Foreman.

17. No shed or structures of any kind to be erected in the boatyard without written consent in advance from the Marina Office and execution of a contract.

18. Shelter Island Marina & Boatyard is certified "Clean Marine BC". Disposal containers for limited amounts of Bilge Water are available at the Marina Office. All waste fluid to be removed by vessel owner. All vessel owners will be held responsible for any special environmental handling costs. Littering is strictly not tolerated on Shelter Island Marina & Boatyard's property.

19. Customers must clean their boat space daily. Garbage containers are available for use of vessel owners and guests. Your work area must be kept clean at all times. Your work area must also be cleaned up at the completion of stay in the boat yard and/or labour clean up charges will apply. No cars, machinery or non-marine items are to be stored in a boat space, except with the advance written consent of Shelter Island Marina & Boatyard, in an addendum to (and to be governed by) the Dry Storage Contract.

20. Containers must be PRE-APPROVED by the Yard and Marina Office Staff. Containers MUST leave boatyard at time of launch.

21. Sandblasting by Bracewell Marine Group 604-821-1890 ONLY. Written Marina authorization required.

22. Spray paint and sanding dust must be 100% contained. Contamination of adjoining boats will NOT be tolerated. Clean up at owner's expense. Without limiting the foregoing, and subject to prior Management approval of such activities in any event, any sanding, spray painting or other activities involving or producing airborne dust will require a containment tarp.

23. Boat owners requiring electrical service must apply to a duly authorized agent of Shelter Island Marina & Boatyard.

24. No children permitted in the boat yard. Exception for SUPERVISED teenagers over the age of 14 working on boats. Children under the age of 14 years are not permitted on Shelter Island & Boatyard's floats unless accompanied by an adult, and such children shall wear life jackets while on Shelter Island & Boatyard's floats.

25. Bikes and motor scooters may be used as transportation in compliance with applicable law and if operated safely. Helmets MUST be worn. No recreational biking or roller blading permitted in the boat yard.

26. No pets are permitted in the boatyard unless they are leashed. The boat owner shall ensure that any pet is leashed and controlled and shall clean up after any pet. Boat owners are solely responsible for pets and pets' actions. Shelter Island Marina & Boatyard is not liable for any damage or injury caused by pets in the boatyard.

27. Each boat owner shall ensure and bear the sole responsibility for the integrity and safety of the blocking and bracing of its boat and for the maintenance, storage conditions/materials, weather protection, and covering of the boat.

28. All vessels must be maintained in good seaworthy condition as determined by Shelter Island Marina & Boatyard in its sole discretion. All vessels shall be equipped with a functioning engine and be able to move under their own power.

29. No vessel in the boatyard shall at any time be used as living quarters or a residence or otherwise for residential accommodation.

30. Additional fees are charged for above-average garbage usage, water consumption, and for access to showers, laundry and mail collection, among other things ("Additional/Excess Services"). Rates for Additional/Excess Services are available at the Marina Office. Vessel owners are required to notify Management if they use or require any Additional/Excess Services. Shelter Island & Boatyard, in its sole discretion, may monitor use and determine a vessel owner to be using or requiring Additional/Excess Services and the owner will be charged accordingly without prior notice. Without limiting the foregoing, vessel owners occupying their vessel will be deemed by Shelter Island Marina & Boatyard, in its sole discretion, to be using or requiring Additional/Excess Services and will be charged

accordingly without prior notice. Shelter Island Marina & Boatyard may change the rates for Additional/Excess Services at any time in its sole and absolute discretion without notice.

31. Contractor Rules & Regulations apply to all Contractors. Contractors are not agents or employees of Shelter Island Marina & Boatyard, and contractors are solely responsible for damage to boats or other property of vessel owners or physical injury or death.

32. Marina Rules and Regulations apply in addition to these Boatyard Rules and Regulations.

33. The words “owner” or “vessel owner” or “boat owner” as used in these Rules and Regulations includes any operator, lessee, licensee or other user of a boat, and all agents, guests, and employees of the owner, operator, lessee, licensee or other user. Please feel free to contact any of the Marina staff for further clarification of any of the rules stated above or any other concerns you may have while moored at the Marina.

LIABILITY FOR INJURY AND DAMAGE

1.1 Shelter Island Marina & Boatyard will not be liable for personal injury to or death of the Owner or any other person on the premises of the Marina or on the Vessel with the express or implied consent of the Owner, or for loss of or damage to the property of the Owner or any other person, by theft or otherwise, whether such injury, death, loss or damage is caused by the negligence of the Marina, its servants or agents, or otherwise. (Whether or not arising in the circumstances of the Owner’s use of the Storage Facilities or move or otherwise in respect of the Vessel, and whether or not such injury, death, damage or loss is caused in whole or in part by the negligence of the Shelter Island Marina & Boatyard’s employees or agents including without limiting the generality of the foregoing any employee or agent of the operator.)

1.2 The Owner will indemnify and save harmless the Shelter Island Marina & Boatyard and their respective employees, agents, servants, successors, personal representatives and assigns from and against all claims, demands, loss, costs, damages, actions, suits, or other property which arises in any way out of or is occasioned either wholly or partly by any occurrence or non-occurrence on the premises of the Marina or on the Vessel involving the Owner or any person on the premises of the Marina or the Vessel with the express or implied consent of the owner, including but without restriction of the generality of this sub-section, arising out of or occasioned wholly or in part by use of the Storage Facilities or the Storage or move or otherwise in respect of the Vessel, whether such claims, demands, losses, costs, damages, actions, suits or other proceedings are by or in respect of any of the Owner’s employees, agents, family, guests, or by any other Person at the Marina in connection with the Vessel, or move or otherwise in respect of the Vessel, or the Owner’s use of the Storage Facilities.

1.3 The Owner will be liable for and will pay to the Shelter Island Marina & Boatyard immediately upon demand the amount of all costs and expenses incurred by the Shelter Island Marina & Boatyard in making good any loss, damage or destruction of or to property if employees or agents (including without limiting the generality of the foregoing property of the Shelter Island Marina & Boatyard, its employees or agents), or any other person whosoever caused in whole or in part by the owner or any of the Owner's employees, agents, family or guests or by any other person at the Shelter Island Marina & Boatyard in connection with the Vessel, or move or otherwise in respect of the Vessel.

1.4 Notwithstanding the liability of any other person, the Owner will be liable to the Shelter Island Marina & Boatyard for all damage to, loss or destruction of property of the Shelter Island Marina & Boatyard caused by the Vessel whether the Vessel was at the time of such damage, loss or destruction under the care or control of the Owner or any person with the express or implied consent of the Owner, and the Owner will pay to the Shelter Island Marina & Boatyard the cost of repairing or replacing the damage, lost or destroyed property within thirty (30) days of receiving a written account from the Shelter Island Marina & Boatyard.

Credit Waiver

The undersigned hereby authorizes Shelter Island Marina & Boatyard Inc. or his agents to obtain personal and corporate information from credit reporting agencies, banks or organizations and authorizes those agencies, banks and organizations to disclose to Shelter Island Marina & Boatyard Inc. that may be necessary in establishing credit. This consent is given under Section 3 of the Consumer Protection Act, SBC 2004, c 2.

Shelter Island Marina & Boatyard Inc. is authorized to obtain such credit reports or other information, as may be deemed necessary in connection with the establishment and maintenance of a credit account, or for any other direct business requirement.

**REMEMBER THESE RULES & REGULATIONS ARE FOR EVERYONE'S BENEFIT.
PLEASE HELP KEEP THIS BOATYARD A CLEAN & SAFE WORKPLACE.**

Declaration:

I have read, understand and, in consideration for being granted access to Marina property, agree with Shelter Island Marina to the above Rules and Regulations:

Account Number

Signature

Date