



2199 Sumcot Road
Harcourt, Ontario
K0L 1M1
705-448-2888
info@harcourtparkmarina.ca

OWNER NAME _____ EMAIL _____

ADDRESS _____ PHONE # _____

BOAT MAKE _____ YEAR _____

PICK UP OR DROP OFF _____ DATE _____

1. Acknowledgement of Terms and Conditions:

By signing this Winter Storage Agreement ("the Agreement"), the owner accepts and acknowledges the following terms and conditions relating to the Boat, Motor, Trailer and Additional Equipment described on the face of the Agreement, and agrees to be bound thereby.

2. Waiver of Liability:

- (a) The Owner acknowledges that the Marina does not assume any duty to care for the Boat, Motor, Trailer and Additional Equipment or to prevent loss or damage thereto while the same is under the control and direction of the Marina, or is on the Marina's premises.
- (b) The Owner hereby releases the Marina from liability for any damage, expense, or loss to the Boat, Motor, Trailer and Additional Equipment however caused, whether by the negligence of the Marina, its employees, agents or representatives, or otherwise, while the Boat, Motor, Trailer and Additional Equipment are under the control and direction of the Marina, or are on the Marina's premises, The Owner hereby releases and discharges the Marina, its employees, agents or representatives from all actions, causes of action, claims and demands in any way related to this Agreement.
- (c) The Owner hereby agrees to reimburse or indemnify the Marina for the repair of any damages caused to any property of the Marina, and for any sums required to be paid to anyone by the Marina, its agents, or representatives as the result of the use of or presence on the Marina premises of the Owner, the Boat, Motor, Trailer and Additional Equipment.

3. Claim for Lien:

The Owner acknowledges that the Marina shall have a lien against the Boat, Motor, Trailer and Additional Equipment for all unpaid sums due under this Agreement. The Marina shall be entitled to liens pursuant to the Repair and Storage Liens Act, R.S.O. 1990, c. R-25, as amended, and any successor statute, The Marina shall be entitled to retain possession of the Boat, Motor, Trailer and Additional Equipment, or any of them, until payment is received by the Marina of all sums owing by the Owner or until the Boat, Motor, Equipment, Trailer and Additional Equipment are disposed of in accordance with the Repair and Storage Liens Act.

4. Licence Agreement Only:

The Owner expressly acknowledges that this Agreement shall create a licence agreement between the Marina and the Owner wherein the Owner is licensed to use the storage space and area, from time to time designated by the Marina for the storage of the Owner's Boat, Motor, Trailer and Additional Equipment.

5. Location for Storage:

This Agreement shall not grant to the Owner any right, title, claim or interest in or to any specific storage space or area. The Marina may determine, at its sole discretion, where the Boat, Motor, Trailer and Additional Equipment are to be stored. The Marina, at its sole discretion and without notice to the Owner, may relocate the Boat, Motor, Trailer and Additional Equipment from time to time as it may deem necessary.

6. Winterization of the Boat, Motor, Trailer and Additional Equipment:

The Marina assumes no responsibility for the preparation of the Boat, Motor, Trailer and Additional Equipment for winter storage save and except as specifically authorized and directed by the Owner pursuant to this Agreement.

7. No Duty to Inspect or Maintain:

- (a) The Marina shall have no obligation to inspect or provide maintenance or repair for the Boat, Motor, Trailer and Additional Equipment except as authorized and directed by the Owner pursuant to this Agreement; and
- (b) The Marina shall have no obligation to maintain or repair the covering or shrink wrapping that has been applied to the Boat, Motor, Trailer and Additional Equipment by the Marina or by or on behalf of the Owner; and
- (c) The Marina shall have no obligation to notify the Owner of the necessity for any maintenance or repairs of the Boat, Motor, Trailer and Additional Equipment or to the cover or shrink wrapping during the duration of this Agreement;

8. Snow Removal

The Marina shall have no obligation to remove snow or ice from the Boat, Motor, Trailer and Additional Equipment, nor to notify the Owner of the necessity for such snow or ice removal. The Marina shall not be responsible for any loss, damage, cost or expense relating to the removal or non-removal of snow or ice from the Boat, Motor, Trailer and Additional Equipment.

9. Authority of Corporation to Execute Agreement

If the Owner is a Corporation:

- (a) the person signing this Agreement hereby acknowledges that he or she has the authority to bind the corporation; and
- (b) the Owner has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement; and
- (c) the execution and delivery of this Agreement and the consummation of the transaction contemplated under it have been duly authorized by all necessary corporate actions on the part of the Owner.

10. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any amendments hereto are required to be made in writing and accepted by the Owner and Marina.

11. Jurisdiction:

The rights and obligations under this Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario.

WARNING TO BOAT OWNERS

YOU SHOULD NOTIFY YOUR MARINE INSURER YOU HAVE SIGNED THIS AGREEMENT AS IT MAY INVALIDATE YOUR INSURANCE UNLESS YOU HAVE THE CONSENT OF THE INSURER IN WRITING.

THE UNDERSIGNED OWNER ACKNOWLEDGES THE TERMS AND CONDITIONS ON THE REVERSE OF THIS AGREEMENT WHICH SHALL FORM PART OF THIS AGREEMENT

Owner's Signature _____ Date _____

Winter Storage period _____ to _____ Daily Rate on Summer Storage may be charged thereafter.

Payment in full due upon receipt of invoice @ 2% per month (24% per annum) service charge due on overdue accounts.

Two Weeks Notice Required Before Delivery