

BOAT SLIP RENTAL AGREEMENT

SLIP . NO. _____

WABAMUN MARINA LTD. 4800 STREET, WABAMUN, AB TOE 2K0

1.00 RENT, TERM AND TERMINATION

1.01 From May 15, 2019 until October 20, 2019 the Boat Owner shall pay the Marina for the use of the boat slip, together with provided utilities (if any) and a license to use the adjacent areas, the following fee (the Rent) payable in advance to the Marina by no later than April 15, 2019.

- (1) \$1,890.00 (GST and sur charge included) if paid by credit card for a standard size shared boat slip
 - The standard boat slip is a shared space. \$1,837.50 (GST included) if paid by check or cash
- (2) \$2,376.00 (GST and sur charge included) if paid by credit card for a large size single boat slip. -
 - The large boat slip is not a shared space. \$2,310.00 (GST included) if paid by cash or check.

1.02 Subject to section 1.03, in the event the Marina disposes of its interest in the Marina property by way of transfer or otherwise, the Marina agrees to extract a covenant from any subsequent transferee of the Marina property to rent the boat slip to the Boat Owner on the terms and conditions contained herein, including the obligation to extract such a covenant from any subsequent transferee **Initial:** _____

1.03 If the rent or any part of it remains unpaid for 30 days after April 15, 2019 or if the Boat Owner has breached any term of this agreement the Marina may terminate this rental agreement forthwith upon written notice to the Boat Owner by direct service or mail. Such notice to detail the cause(s) for termination. **Initial:** _____

2.00 AMENDMENT OF TERMS AND CONDITIONS

2.01 The Marina shall not be entitled to alter or amend Section 1.02 without the prior written consent of the Boat Owner, however, the Marina shall be entitled unilaterally to alter or amend all other terms and conditions of this Rental Agreement and license from time to time by:

- (a) Written notice to the Boat Owner
- (b) Prominent publication of notice on the Marina grounds. **Initial:** _____

Renters Name: _____ **Signature:** _____

BOAT SLIP RENTAL AGREEMENT

3.00 BOAT OWNER'S LIABILITY AND INDEMNITY OF MARINA

3.01 The Boat Owner covenants to exercise due care in occupation of the boat slip and to vacate the boat slip in good condition. Wear and tear occasioned by normal use is accepted.

3.02 The Boat Owner shall, at the Boat Owner's own cost, make good to the satisfaction of the Marina any damage or injury caused to the Marina property arising from or caused by the Boat Owner or the boat or the Boat Owner's use of the boat.

3.03 The Boat Owner shall indemnify and hold harmless the Marina from and against all claims, actions, proceedings, damages, and liabilities, including any legal fees arising from or connected with the Boat Owner's possession and use of the boat slip.

3.04 Without limiting the generality of section 3.03, the Boat Owner does hereby acknowledge and agree that should any members of the Boat Owner's family or visitors brought or invited to the facilities operated by the Marina by the Boat Owner or a member of the Boat Owner's family suffer injury or loss to their person or property of any nature or kind whatsoever, the Boat Owner will indemnify the Marina and each of its members, officers, directors, employees, independent contractors and agents (collectively referred to in section 3.00 and section 4.00 of this agreement as the " Released Parties ") for any and all damages which may be awarded against them, including those which may be awarded pursuant to the Occupier's Liability Act, Chapter 3 Statutes of Alberta or similar or analogous legislation.

3.05 Without limiting the generality of Section 3.03, the Boat Owner further agrees that if the Boat Owner brings to the facilities operated by the Marina, property which belongs to someone other than the Boat Owner and loss or injury of any nature or kind whatsoever occurs to that property arising out of or connected with the property being on or adjacent to the facilities or property operated by the Marina, the Boat Owner will indemnify the " Released Parties " against any and all claims made by the party based on that party's ownership of or interest in such property notwithstanding that such injury or loss may have been caused solely or partly by the negligence of the " Released Parties ".

3.06 The boat owner shall carry full insurance coverage for the boat and its contents and this insurance coverage shall remain in effect for the full time that the boat is situated on the marina property, whether in a boat slip or on land.

Initial: _____

BOAT SLIP RENTAL AGREEMENT

4.00 LIMITATION OF MARINA'S LIABILITY

4.01 The Boat Owner acknowledges that the Boat Owner has inspected the boat slip and is satisfied that the boat slip is adequate for safe mooring of the boat. This contract is not a bailment of the Boat Owner's boat but a rental of a boat slip. The Marina's employees will make reasonable efforts to contact the Boat Owner and notify the Boat Owner of dangerous conditions requiring the Boat Owner's attention by the Marina assumes no responsibility for tending mooring lines or moving boats from the boat slips to which they are assigned.

4.02 The Boat Owner does hereby release the " Released Parties " from all liability and does hereby waive as against the aforementioned any claim of action of any kind whatsoever in respect of personal injury or property loss which the Boat Owner may suffer arising out of or connected with the Boat Owner, or the Boat Owner's property, being on or adjacent to the facilities or property operated by the Marina, or in the Boat Owner's use of any of the facilities provided by the Marina.

4.03 The Boat Owner does hereby acknowledge and agree that while some of the risks and hazards involved with the use of the facilities provided by the Marina are foreseeable, others are not, and the Boat Owner nevertheless freely and voluntarily assumes each risk and hazard whether foreseeable or not and acknowledges that such risks and hazards shall be entirely the Boat Owner's own risk and the Boat Owner understands that none of the " Released Parties " assume any responsibility whatsoever for the Boat Owner or the Boat Owner's property being on or adjacent to the facilities or property operated by the Marina, or for the Boat Owner's use of any facilities or service provided by any of the " Released Parties ".

4.04 The Boat Owner does hereby acknowledge and agree that this Rental Agreement excludes any duty of care or other responsibility owed pursuant to the Occupier's Liability Act (Statutes of Alberta) and that the " Released Parties ", or any other party who may otherwise be liable for any losses or injuries suffered by the Boat Owner or the Boat Owner's property pursuant to the Occupier's Liability Act (Statutes of Alberta), or similar or analogous legislation are hereby released from such liability.

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BOAT SLIP RENTAL AGREEMENT

5.00 TERMS AND CONDITIONS OF USE OF MARINA PROPERTY

- 5.01 The Boat Owner shall use the boat for pleasure and recreational use only and no commercial ventures of any kind shall be undertaken from the Marina.
- 5.02 The Boat Owner shall not do or permit to be done in or on the boat or on the Marina property any act or thing which in the opinion of the Marina shall or may be or grow to the annoyance, nuisance, disturbance, or damage of the Marina and or its grantees or licensees.
- 5.03 The Boat Owner's shall keep the dock areas adjacent to the boat slip clean and litter free and nothing shall be stored thereon without the prior written approval of the Marina.
- 5.04 The boat shall not be used as a residence.
- 5.05 Toilet facilities shall not be used on the boat while in the boat slip.
- 5.06 The Boat Owner, at all times, shall ensure that the boat is safely moored with lines adequate for all weather conditions.
- 5.07 The boat shall be operated at steerage way in the Marina area. No cruising in the Marina shall be permitted and the boat shall be removed from the area immediately after being unmoored.
- 5.08 All rowboats and dinghies used in the connection with the boat must be stored on board the boat at night and shall be left in the water at other times at the Boat Owner's risk and liability.
- 5.09 The Marina maintains a parking lot at the risk of Boat Owners renting a boat slip from the Marina or gratuitous use by such owners. While on board the boat, the Boat Owner is entitled to leave in the parking lot his/her personal vehicle or in substitution thereof any other vehicle concerning which the Boat Owner has provided to the Marina in writing in advance the information required. Additional vehicles may be left in the parking lot only with prior written permission of the Marina.

Initial: _____

BOAT SLIP RENTAL AGREEMENT

5.10 Only ordinary, light maintenance shall be permitted on the boat in the Marina. The Boat Owner must notify the Marina in writing in advance of the employment of any outside commercial labour on the boat.

5.11 Spray painting, welding and burning are strictly prohibited in the Marina area.

5.12 The Boat Owner shall upon the request of the Marina, acting reasonably, remove the boat from the boat slip whenever the Marina deems such removal necessary for the safety or for the maintenance of the Marina area.

5.13 In circumstances of emergency or in circumstances when the Boat Owner will not personally be able to move the boat in a reasonable time pursuant to Section 5.12 of this Rental Agreement, the Marina reserves the right to remove the boat from the boat slip whenever the Marina deems that such removal necessary for the safety or for the maintenance of the Marina area.

5.14 The Boat Owner shall immediately notify the Marina of the necessity of repairs to piers, docks or boat slips or any dangerous conditions requiring attention. The Boat Owner shall not alter piers, docks or boat slips in any way without the prior written permission of the Marina.

5.15 No failure of the Marina or its employees to enforce any of the terms and conditions of this Rental agreement is or shall be considered to be a waiver of such terms and condition in the absence of an expressed written waiver by the Marina.

5.16 This Rental Agreement and license shall be personal to the Boat Owner and the Boat Owner may not transfer this Rental Agreement and license to any other person or entity or sublet this Rental Agreement and license without the prior written consent of the Marina.

5.17 **The Boat Owner shall not store gasoline or any other flammable combustible liquid or material on the boat or on the property of the Marina. Exceptions may be made available for sail boats, and only for sail boats, which may require bringing a small fuel contained on to the Marina property to refuel their motors.**

5.18 From November 1, 2019 to April 30, 2020 the front gate lock will be changed to a lock which can only be unlocked by marina staff. Access will be granted to those renters who have boats and/or RV's in winter storage at the marina, upon contact with marina staff by phone at **780 892 3008** to arrange an access time.

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BOAT SLIP RENTAL AGREEMENT

SLIP . NO. _____

The Marina the Boat Slip Renters

Names

Contact Numbers

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Mail Addresses

**A
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