

Mountain Trout House Marina Limited 2010 Marine Lease Agreement

This agreement is made on the ____ day of _____, 2010, between Mountain Trout House Marina Limited hereinafter called "the Marina" of the first part, and _____ hereinafter called "the Owner" of the second part.

Advice to Boat Owners

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.

1. The owner warrants that s/he is the owner, managing owner, or agent with authority of the following boat:

Boat Name/Description: _____ **Registration #:** _____

2. Insurance Coverage: The owner represents and warrants that there are insurance policies currently in force and containing throughout the term of this agreement in connection with the ownership and operation of the Boat having limits of not less than \$1,000,000 for bodily injury or death to any number of persons in any one occurrence and property damage and \$1,000,000 for third party liability.

Insurance Company: _____ **Policy #:** _____

3. In respect of any dockage service or car/trailer parking services contracted for (according to your invoice), the Owner acknowledges that s/he is a licensee in respect of the dockage/car/trailer spaces which may be assigned to him/her by the Marina from time to time with the right to use those facilities, at his/her risk, together with all rights to access those facilities and the boat and/or equipment for which s/he is licensed to use with those facilities. S/he further agrees that s/he will not assign this Agreement or sublet the space rented herein without the written consent of the Marina.

4. The owner agrees to pay the cost of all damages to the Marina's property and to the property of any other Marina tenants resulting directly from the Owner's negligence in respect of any act or omission of the Owner, family member or guest of the Owner. The Owner further covenants to indemnify and save harmless the Marina against any loss, cost, suit or claim arising out of the use of the Marina facilities or equipment or handling of any boat anywhere on the Marina property by the Owner and his/her family or guests. Without in any way limiting the generality of the foregoing, the Owner covenants to indemnify and save harmless the Marina against any loss, cost, suits, claims (including penalties and fines) arising out of or in connection with the discharge or release of any fuel, chemicals, waste, or other pollutants by Owner, family member, or guest.

5. The Marina shall have a lien against the above described boat, gear and contents for unpaid sums due for use of the Marina facilities, repairs or sales for damage caused or contributed to by the above described Boat by the Owner to any docks or property of the Marina or any other person on the Marina premises. In addition to the lien provided for, the Marina shall have a lien under the Repair and Storage Lien Act (Ontario) or such other replacement or successor statutes.

6. The owner agrees to move his/her boat in accordance with the Marina's instructions and when unattended authorizes the Marina to move the boat in its direction at the Owner's expense.

7. The Owner along with family members or guests of the Owner, agree to abide by the "No Wake" rule set out by the Marina. The Owner agrees that after one warning from the Marina, a second violation of the "No Wake" rule will result in the termination of the Agreement. The Owner will then remove all property from the Marina, at his or her expense, within one week. The Owner also agrees to settle any outstanding bills before departure.

8. The Owner along with family members or guests of the Owner, agree to abide by the "No Fuelling in Slip" rule set out by the Marina. The Owner agrees that after one warning from the Marina, a second violation of the "No Fuelling in Slip" rule will result in the termination of the Agreement. The Owner will then remove all property from the Marina, at his or her expense, within one week. The Owner also agrees to settle any outstanding bills before departure.

9. This Agreement shall remain in full force and effect for the entire term set out, unless sooner terminated with the following conditions, to wit: ●
The destruction of the mooring facilities by fire, storm or other calamity ● Any breach of this Agreement, including the rules of the Marina as posted upon the property.

10. The Owner agrees that the terms of this Agreement shall remain in full force and effect as long as s/he remains a tenant of the Marina, and shall apply to the Boat, or any subsequent or additional boats. No Owner will be allowed to remove his/her Boat or its equipment until all invoices and bills have been paid.

11. In the event of any breach by the Owner of any of his/her obligations hereunder, the Marina shall have the right to terminate this Agreement and expel the Owner, guest or family member and to remove the Owner's boat and any equipment of the Owner from the Marina premises. In such event, the Owner shall be deemed to forfeit any and all monies paid for services hereunder as part compensation for or at the sole option of the Marina, in full satisfaction of all rights, claims and demands of the Marina in respect of the breach of the Owner.

By signing below, the Owner agrees to abide by all terms and conditions as set out herein:

Printed Name: _____ **Signature:** _____

Accepted by: _____ **Mountain Trout House Marina Limited Don Abel, President**

Please Note: All vehicles, trailers, snowmobiles, ATVs, or boats are parked at the Owner's risk. Mountain Trout House Marina Limited assumes no responsibilities for the vehicles parked on the Marina property.

No Wake Rule

Mountain Trout House Marina has established a No Wake Zone extending directly south from the marina, all the way to the final slip at the west end of the marina property. Slip holders agree to proceed within the NO WAKE zone at IDLE speed so that their boat creates the smallest wake possible.

No Fuelling in Slip Rule

Due to environmental and fire insurance issues, fuelling of boats using any type of portable fuel containers is strictly prohibited. Mountain Trout House Marina's insurance coverage does not extend to a spill or a fire caused by a customer transporting fuel. Portable fuel containers can be loaded into the boat and hauled directly to a cottage, but cannot be used on the marina property or while moored at marina docks.