

## MOORAGE AGREEMENT

LADNER YACHT CLUB, (Hereinafter referred to as "the Club"). HEREBY AGREES to licence and grants moorage privileges to the Owner and the Vessel on the following terms:

### 1) MOORAGE LICENSE

- a) The moorage license and privileges shall commence in the year noted on the 1<sup>st</sup> day of January in such year and end on last day of December in the same year unless otherwise terminated. In the case of a mid-year entry to the marina the term will commence on the first day of the month of entry to the marina and end on the last day of December of the same year.
- b) Moorage fees shall be prepaid annually and are non refundable.
- c) THE CLUB RESERVES THE FULL AND ABSOLUTE RIGHT TO CANCEL, REVOKE AND TERMINATE THE MOORAGE LICENSE AND PRIVILEGES HEREIN AT ANYTIME AND FOR ANY REASON.
- d) Thirty days' notice must be provided to the LYC by the moorage customer prior to the ending term of the moorage agreement if the agreement will not be renewed for the following year. The damage deposit will not be refunded if notice is not provided.

### 2) MOORING PRIVILEGE NON-ASSIGNABLE

- a) The Owner shall have no right to assign this Agreement or the moorage license privileges granted hereunder.
- b) On the sale, transfer or seizure of the Vessel the person acquiring the same shall have no right to the moorage licence and privileges herein granted.
- c) In the case of a corporate Owner any change of shares, shareholders, officers or directors of such corporation at the sole discretion of the Club shall be deemed to be a transfer of the Vessel.

### 3) USE RESTRICTED

- a) NON-COMMERCIAL USE  
The owner shall not, without consent in writing of the Club, use the premises, floats, berths, slips, or facilities of the Club for commercial purposes, including yacht sales, yacht charters, commercial fishing, salvage, diving or otherwise.
- b) NON-RESIDENTIAL USE  
A vessel shall not be used as a living quarters while moored or located at or on Club property unless the Club has first given consent in writing.

### 4) OWNERS RESPONSIBILITIES

- a) MOORING TACKLE  
The Owner shall assure the safe moorage of his Vessel, Shelter and shall ensure the provision of proper and adequate mooring lines, chafing gear and fenders in compliance with the practice of good seamanship, and in compliance with the regulations and rules passed by the Club which shall be deemed to be the minimum requirements.
- b) VOLATILE, EXPLOSIVE OR NOXIOUS MATERIAL  
The Owner shall not store, accumulate or dispose of oily rags, paint, paint thinners, solvents, or combustible, volatile, explosives, noxious, or poisonous materials in or upon Vessels, Club floats, docks or property, or in the waters occupied by or under jurisdiction of the Club.
- c) GASOLINE AND PROPANE  
Gasoline and propane will be handled, stored, and used only in accord with the utmost safety precautions. Venting or overflow of either material into Club waters or around the Club property is prohibited. Gasoline tanks and propane tanks shall be installed on the Vessel to meet strict safety requirements. No open flame shall be left unattended on a Vessel.
- d) MATERIAL STORAGE  
The Owner shall maintain the assigned slip or berth, the adjoining float, and the Club docks, premises and facilities in a safe and tidy condition. Club floats, property and adjoining waters shall not be used for storage, accumulations, or disposal of building material, refuse equipment, or gear. Dinghies and tenders shall be stored aboard the Vessel.
- e) OWNER'S LIABILITY  
The Owner agrees to forthwith make good on any damages to Club property or to other Vessels or the property of other Owners caused by or arising from the owner or his Vessel and this includes any and all damages arising from guests or contractors brought onto the LYC premises for any purpose by the vessel owner.
- f) OWNER'S INSURANCE  
The Owner shall maintain adequate insurance to cover damage to Club property, other Vessels, or the property of another Owner, and shall provide evidence of insurance to the Club. The Owner shall forthwith obtain such further or better insurance coverage as the Club shall, by its rules and regulations, require.

### 5) WAIVER AND INDEMNITY

- a) The Owner agrees that he shall be solely responsible for the safekeeping of his Vessel.
- b) The Owner agrees that the Club in no way shall be liable or responsible for the safety of the Owner's Vessel, it's gear, tackle or equipment, or any vehicle or other property of the Owner in or upon Club premises, waters or property.
- c) The Owner specifically agrees the Club shall not be liable or responsible for the inspection, renewal, or supervision of the mooring lines, tackle, chafing gear or for pumping out any Vessel.
- d) The Owner agrees that should the Club undertake or attempt any assistance to an Owner or a Vessel, that such action or conduct shall be without prejudice to the rights of the Club and the Owner specifically releases the Club for all or any claims which may hereafter arise therefrom or relate thereto.
- e) Any waiver or release hereby given by an Owner or on behalf of a Vessel herein in favour of the Club shall be deemed to extend and to be for the benefit of the members, officers, directors, servants, and duly authorized of the Club as shall be engaged on the affairs of the Club.
- f) The Owner shall ensure the safety of his guests, servants, agents, contractors and invitees on his Vessel and on the floats, wharfs, premises and property of the Club and the Owner shall indemnify and save harmless the Club from all liability arising therefrom or relating thereto. The owner agrees to ensure that any and all individuals brought onto the LYC premises for the purpose of vessel or equipment repair or maintenance will be fully insured and fully comply with all applicable federal and provincial laws, including Workers Compensation (WCB) rules and the vessel owner will assume responsibility for any and all claims arising from under insured or non-insured individuals. Children under fourteen (14) years of age shall be accompanied by an adult and shall wear a life jacket while on the Club property and its adjoining waters.

### 6) CLUB RIGHTS

- a) REASSIGNED MOORINGS  
The Club shall have full right and liberty to change, rearrange and reassign mooring berths as the Club shall deem necessary for its efficient operation. The Club will attempt to provide a new berth to an Owner comparable to the previous berth.
- b) ACCESS TO VESSELS  
The Owner shall give to the Club full right to enter in or upon any Vessel of any Owner for the purpose of inspection, rearranging moorings, protection of life or property, or prevention of a potential hazard.
- c) TERMINATION OF MOORING PRIVILEGE  
On a finding by the Club that an Owner or Vessel is in breach of this Agreement or any rule or regulation hereafter instituted by the Club, the Club may terminate the moorage privileges hereby granted and the Owner shall forthwith remove his Vessel on notice being given. The Club at its discretion may retain any balance of fees or prepaid moorage privileges not as penalty but as ascertained and liquidated damages.
- d) PROMPT PAYMENT  
Any Owner whose right to occupy a berth has expired or has been terminated shall forthwith pay all and any accounts owing to the Club and forthwith remove his Vessel. Moorage fees for any Vessel remaining after its right to occupy a berth or remain on Club property shall be at double the standard rate. The Club may seize or take possession of any Vessel without prior notice to the Owner, and may retain such possession until all accounts owing with respect to such Vessel, including such further moorage fees as may accrue, have been fully paid and satisfied.
- e) NOTICE  
Notice to the Owner or the Vessel shall be properly given if posted in a conspicuous place on the Vessel concerned. The Club may supplement such notice by written notice addressed to the owner and posted by ordinary mail.
- f) EMERGENCY  
The Club may remove any Vessel considered by it to constitute a hazard to the property of the Club or to any other Vessel, without notice to or permission of the Owner, and the Club shall in no way incur liability or any damage which may arise thereby.
- g) RULES AND REGULATIONS  
The Club may, at anytime hereafter, pass rules and regulations relating to berthing of Vessels, use of Club property and premises, and conduct within the area of the Club, and such rules and regulations shall thereupon become a part of this agreement. All rules and regulations of the Club shall be valid and effective if passed by a simple majority at a meeting of directors of the Club.

### 7) GENERAL

- a) NUMBER AND GENDER INTERCHANGEABLE  
Wherever the singular and masculine are used in the indenture, they shall be construed as if the plural or the feminine or the body corporate has been used, where the context or the party or the parties hereto so require, and the remainder of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
- b) WARRANTIES AND GUARANTEES  
This document shall be deemed to contain the entire Agreement and there are no representations, warranties, guarantees, promises or agreements by the Club either expressed or implied, other than those contained herein.