



FRENCHMAN'S BAY MARINA

Owned and operated by Pickering Harbour Company Limited since 1853

591 Liverpool Road • Pickering • Ontario L1W 1R1

Telephone: 905-839-5036 • Fax: 905-839-4380

E-mail: info@frenchmansbaymarina.com • www.frenchmansbaymarina.com

Application for Slip Rental or Land Storage

Surname: _____ First Name: _____ Middle Name (Required): _____

Home Address: _____ Apt: _____

City: _____ Province: _____ Postal Code: _____ How long at this address? _____

Previous Address (Required if less than 2 years at current address): _____

Mailing Address (if different from Home address): _____

Spouse Name: _____

Home Phone: _____ Business Phone: _____ Ext: _____ Fax: _____

Cellular: _____ E-mail: _____

Place of Employment (Co. name & address): _____

Car Licence Plate: _____ Car Licence Plate: _____ Trailer Licence Plate: _____

Driver's Licence Number (required): _____

Do you intend to live aboard your boat? _____ If yes, how many are over 12 years old? _____

Do you have a partner in ownership of boat? _____ If so, please give details on a separate application. _____

Emergency Contacts (Name, Address & Phone):

1.) _____

2.) _____

Description of Boat

Boat Name: _____ Type of Boat: Power Sail

Registration : _____ Year Made: _____ Wooden Hull? Yes No

Manufacturer of Boat : _____ Does boat have an air conditioner? Yes No

Length Overall (subject to verification): _____ ft. _____ in. Beam: _____ ft. _____ in. Draft: _____ ft. _____ in. Sq. Feet: _____

Have cradle? Yes No Wooden cradle Folding Steel Non-Folding Steel Have trailer? Yes No

A \$350 non-refundable deposit is required to reserve a slip. Balance of summer fees are due, in full, May 1st or upon launch, whichever comes first. Fees for winter storage are due, in full, November 1st or upon haul out, whichever date comes first. Also required is proof of ownership (Pleasure Craft Licence or a bill of sale) and boat insurance. **PRICES SUBJECT TO CHANGE WITHOUT NOTICE.**

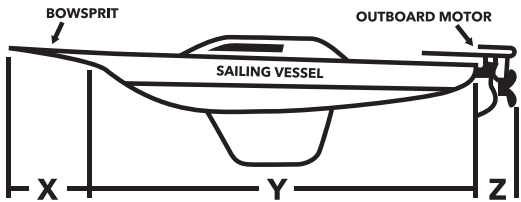
We do not provide 24/7 security in our yard. While theft is always a possibility, this is a rare occurrence on our property. We can assume no responsibility for lost or stolen articles. Boats and trailers should be securely locked.

Charges are payable in advance of occupancy or service unless otherwise agreed. A credit card number (Visa, MasterCard, American Express) is required with application. Any overdue balance relating to boat services already provided by Marina will be charged against credit card at Marinas discretion.

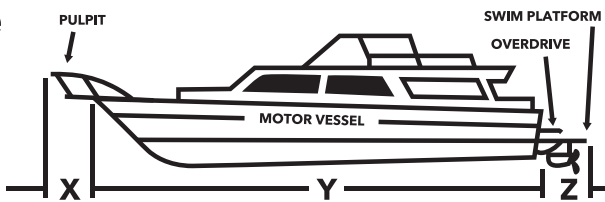
Credit Card #: _____ Expiry Date: _____ CVV: _____ Cardholder Name: _____

I/We have read and understand and agree to observe and be bound by the terms and conditions printed above as well as on the reverse side of this application. I/We have read and agree with the intent of the Clean Marine Policy. I/We are aware that the marina is adopting Clean Marine Practices throughout the facility. I/We will make every effort to comply with those practices where possible and help the marina to protect our natural environment. I/We hereby further consent to the collection, use, disclosure and storage of my/our personal information which has been provided by me/us on one or more forms or documents related to slip rental, land storage or bubbling storage of my/our boat, or otherwise in relation to Frenchman's Bay Marina, and for the purposes contemplated or set forth on such forms or documents. I/We further consent to the obtaining of such credit information as the Company may require at any time in connection with the credit hereby applied for, or any renewal, extension or direct business requirement thereof. The Marina will not disclose my personal information to any third party, or use it for any other purposes, without my further consent, or unless required by law.

SIGNED: _____ DATE: _____



How to Determine "Length Over All"



Take the nominal hull length as stated by the manufacturer (Y), add the amount of footage of equipment or accessories that project beyond the bow and stern (X and Z). This total is the length over all.

Marina Lease Agreement

Between: PICKERING HARBOUR COMPANY (LIMITED)

591 Liverpool Road, Pickering, Ontario L1W 1R1

Operators of Frenchman's Bay Marina hereinafter called the "Marina" of the first part

And: OWNER OR AGENT SIGNING ON THE REVERSE SIDE

hereinafter called the "Owner" of the second part.

ONUS REMAINS WITH BOAT
OWNER TO REPORT ANY CHANGES
IN HIS/HER BOATING DATA

For a term of: _____ (as listed on reverse side) or until terminated in accordance with paragraph 10 hereof.

The parties hereto agree and acknowledge as follows:

The Owner warrants that he/she is the **OWNER**, the **MANAGING OWNER**, **LESSEE**, **CHARTERER**, or the **AGENT WITH AUTHORITY OF THE OWNER OF THE BOAT**.

- Marina agrees to supply and the Owner agrees to pay for all services contracted by him/her from time to time.
- The Owner agrees to pay for all services contracted for in accordance with the rates, terms and conditions as set forth in Marina's form of invoice. All such charges shall be payable in advance of occupancy or service unless otherwise agreed. Interest is payable on any unpaid balance at 26.82% per annum, accruing 30 days after delivery of invoice(s).
- The Owner agrees to pay the costs of all damage to Marina property and to the property of other Marina tenants and users and any damages arising out of the loss of the use of such property resulting either directly or indirectly from the Owner's negligence or from the negligence of any servant, agent, workman, employee, licensee or invitee of the Owner. The Owner further covenants to indemnify and save harmless the marina, its servants, agents or employees against any loss, damage, costs, suit, claim or demand arising out of the use of Marina facilities or equipment or the handling of any boat anywhere on Marina property by the Owner or his servants, agents, employees, workmen, licensees or invitees.
- The Owner agrees that he/she will not assign this agreement or sublet the space rented herein without the written consent of Marina.
- The Owner agrees that he/she will not do or permit to be done any act or thing which may make void or voidable any insurance upon the building or any property or any part thereof upon Marina's premises or which may cause any additional premium to be paid for any such insurance.
- The Owner agrees that he/she will not cause, participate in or consent to any unlawful activity or activity of an offensive nature to Marina including but not restricted to rowdiness or noisiness. The Owner further agrees to observe, obey and be bound by all the rules and regulations made by Marina from time to time posted in or about Marina premises. Marina reserves the right, at its sole discretion, with just and due cause, to cancel any contract on giving the Owner 24 hours notice in writing.
- Marina shall have a lien against the above described boat, gear and contents for unpaid sums due for use of Marina facilities or for damage caused or contributed to by the above described boat or by the Owner to any docks or property of the Marina or any other person on Marina premises. In addition to the lien herein provided for, Marina shall have a lien under the Repair and Storage Liens Act, R.S.O. 1990, as amended.
- Marina shall not be liable for any damages of whatever nature, in tort, in contract or otherwise, resulting to the person or property of the Owner or to the person or property of any servant, agent, workman, employee, licensee or invitee of the Owner, including and without limiting the generality of the foregoing, damages for personal injury, damages to the boat, gear, equipment or contents whether due to the negligence of the Marina, its agents or employees. The Owner agrees to indemnify and hold harmless Marina against any loss, cost, suit or claim of any servant, agent, workman, employee, licensee or invitee of the Owner arising out of the use of the marina, Marina equipment, or the space and premises herein leased or any handling of the boat in connection therewith, whether or not such loss, cost, suit or claim is based on the negligence of Marina, its agent or employees, or any other cause.
- The Owner agrees to move his/her boat in accordance with Marina's instructions and when unattended authorizes Marina to move the boat in its discretion at the Owner's expense and risk.
- This agreement shall remain in full force and effect until the Owner permanently removes his boat from Marina and pays all sums which may be owing Marina hereunder, or unless sooner terminated by:
 - The destruction of the mooring facilities by fire, storm or other calamity, which render the same unfit for use;
 - Marina for any breach of this agreement by the Owner, including the rules and regulations of Marina as provided for herein which form a part of this agreement, and Marina shall be the sole judge to whether any breach of this agreement by the Owner entitles Marina to so terminate.
- A waiver of any one or more of the terms or conditions herein shall not be deemed to be a continuing waiver.
- The Owner further agrees that while his/her boat is on Marina's premises, he/she shall not hire or permit any person or any company, other than the marina, to perform any labour thereon or to make installation of equipment thereof; it being understood that Marina does not permit any competitive labour or services to be performed on its premises without its express written authorization. The foregoing limitation is not intended to prevent the Owner or his/her regular crew from doing such work on his boat, provided such work is done in accordance with the rules and regulations of The Canadian Underwriters' Association and has been approved in writing by Marina.
- The Owner agrees that the terms of this agreement shall remain in full force and effect as long as he/she remains a Tenant of the said Marina, and shall apply to the herein described boat, or any additional or substitute boats. Rates and/or charges shall be subject to change without notice. No boat Owner will be allowed to remove his/her boat or its equipment until all accounts have been paid in full.
- When the Owner expects to have his/her boat out of a slip for an extended period, he shall so notify Marina in advance, who may lease the slip for other purposes during this period. No sub-leasing of slips or transfer of boats between slips will be allowed except on prior permission of Marina.
- All boats shall be secured in their berths in a manner acceptable to Marina, or Marina may, without notice to the Owner, adequately secure the boat and assess a service fee.
- Advertising or soliciting shall not be permitted in any part of Frenchman's Bay Marina and no for sale signs shall be displayed.
- The term Owner shall include the owner, the managing owner, lessee, charterer, or the agent with authority of the owner of the boat. Marina reserves the right, at its sole discretion, to cancel any contract in excess of 24 hours, on giving to the Owner 24 hours notice in writing and refunding the unused portions of any monies paid.
- Customer-owned storage cradles must have the name and bow position of the boat clearly marked. If cradle is in need of repair or bracing at the time of haul-out, Marina is hereby authorized to perform any such repairs or bracing as are deemed necessary. Any charge made for such service shall be a debt due from the Owner(s) to Marina.
- No outside service organizations, contractors or individuals will be permitted to undertake any work on the vessel, or sell any type of equipment or goods on Marina property without first having obtained permission and approval of Marina Management.
- The Mast(s) maybe stored aboard the vessel or may be placed in the racks provided by Marina, and must be clearly marked with either the Owner's or boat's name. The Owner(s) must strip all fittings and prepare the mast for storage unless otherwise arranged, in writing, with Marina. Any charges for unstepping the mast and/or preparing it for storage are a debt due from the Owner(s) to Marina. Masts stored aboard the vessel are subject to additional charge at the discretion of Marina. Check with the manager for current rates.
- Due to possibly dangerous winter conditions, all vessels remaining at Frenchman's Bay Marina docks after Nov. 15 will be lifted from the water and dry docked with or without the express consent of the Owner(s). In the absence of a signed Winter Storage Contract, the Owner(s) shall be responsible for any and all charges including a surcharge of 50% of the total sum owing for towing, lifting, blocking, etc.
- Marina will not be held responsible for any damage caused by weather or climatic conditions.
- No open fires are permitted. Refuse must be placed in receptacles provided. The use of barbecues on docks or on boats moored at docks is prohibited.
- No fishing or swimming off docks.
- Pets must be on a leash when on Marina property. Pet owners not complying with Term No. 25 will vacate Marina upon notice in writing.
- All boats with toilet facilities must have operative black water holding tanks in good working condition. Toilets and holding tanks are not to be flushed in the Marina area. All persons must use the pumpout facilities provided on shore on penalty of cancellation of this Agreement and immediate eviction from the Marina.
- Docks must be clear of all material and objects at all times. Marina, at any time, will remove any such obstruction and charge back the labour and storage to the tenant of said slip.
- In order to lift and transport the vessel safely, Marina will pump out excessive water from the bilge. The charges resulting therefrom will be a debt due from the Owner(s) to Marina.
- It is understood and agreed that any extension cord used by the Owner, that is plugged into Marina Hydro receptacles, must:
 - be CSA approved;
 - have a wire gauge of No. 16 wire or heavier;
 - not have a broken insulation cover;
 - have 3 point terminal connectors at both ends and have a ground wire;
 - If repaired, it must not cause a reversed polarity condition.Any extension cord deemed by Marina to be unsafe based upon the above criteria, will not be permitted to connect to Marina Hydro and will be removed from service.
- Owner authorizes Marina to protect its interests pursuant to the Repair and Storage Liens Act, R.S.O. 1990, as amended, by taking whatever action Marina deems appropriate or necessary to secure boat in its possession, at Owner's expense, if charges owing by Owner remain unpaid for more than 15 days after receipt of invoice.
- I/WE AGREE THAT I/WE HAVE READ THE ENTIRETY OF THIS CONTRACT AND ACKNOWLEDGE SAME BY INITIALING HERE _____

YOU ARE ENTITLED TO A COPY OF THIS CONTRACT. IF YOU REQUIRE A COPY, PLEASE MAKE YOUR REQUEST TO OUR OFFICE.