



# SUMMER STORAGE

<b>PERSONAL INFORMATION</b>	
Name:	
Address:	
City:	Postal Code:
Home Phone:	Business Phone:
Cell Phone:	
Email Address:	

TRAILER STORAGE

BOAT LAND STORAGE

<b>License #:</b>	<b>License #:</b>
<b>Make:</b>	<b>Make:</b>
<b>Size:</b>	<b>Size:</b>

### 2023 Rates

Trailer Summer Storage \$125 + HST

Boat Summer Season Storage \$12.00/ft + HST

\*\*TOTAL DUE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\* Terms & Conditions are on the reverse of this agreement\*\*

**ALL FEES AND CHARGES ARE PAYABLE IN ADVANCE OF OCCUPANCY OR SERVICE**

The Owner represents and warrants that there are insurance policy or policies currently in force which shall continue in force 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 third party liability including bodily injury or death to any number of persons in any one accident and property damage.

**Licence Only:** In respect of the Services provided for in this Agreement, the Owner acknowledges that he is a licensee in respect of the dockage spaces and or the car/trailer parking spaces which may be assigned to him by the Marina from time to time with a right to use those facilities, at his own risk, together with all rights to access those facilities and the Boat and/or car or trailer for which he is licensed to use those facilities

**Use of Specific Space:** This Agreement does not grant or extend rights to the Owner with respect to any specific dockage space and or car/ trailer parking space throughout the term of this Agreement. The Marina may require the Owner to move the Boat, car or trailer and or equipment, or any of them, to another dockage space or parking space as the Marina considers appropriate. The owner agrees to move the Boat in accordance with the Marina's instructions and authorizes the Marina to move the Boat at the Owner's risk when unattended.

**Waiver and indemnity:** The Owner agrees to pay the costs of all damage to the Marina's property and to the property of other occupants of the Marina resulting directly or indirectly from the Owner's negligence or the negligence of his agents, invitees, crew, family members or guests. The Owner further covenants to indemnify and save harmless the Marina against any loss, costs, suit or claim arising out of the use of the Marina's facilities or equipment or the handling of any boat, car, trailer and any equipment brought onto the Marina's premises under the agreement, as well as for personal injury sustained by the Owner, his or her invitees, crew, family and guests or any third party while on the Marina premise pursuant to this Agreement, unless such damage or injury is caused by the gross negligence of the Marina.

**No Duty to Inspect or Maintain:** The Owner acknowledges that the marina does not assume any duty to care for the Boat, car, trailer or equipment or to prevent loss or damage thereto while the same is on the Marina premises, except as specifically authorized in writing by the Owner. The Owner hereby releases and discharges the Marina, its employees, agents and representatives from all actions, causes of action, claims and demands in relation to damage to the Boat, car, trailer and any equipment brought onto the Marina premises under the agreement, as well as for personal injury sustained by the Owner, his or her invitees, crew, family and guest or any third party while on the Marina premises pursuant to this Agreement, unless such damage or injury is caused by the gross negligence of the Marina.

**No Assignment or sublet:** The Owner agrees that he/she will not assign this Agreement or sublet the space rented herein without the written consent of the Marina.

**Insurance:** The Owner agrees that he will not do or permit to be done any act or thing which may make void any insurance upon the Boat or any property or any part thereof upon the Marina premises or which may cause any additional premium to be paid for any such insurance. The Owner shall indemnify the Marina for the costs of any increased insurance premium required to be paid by the Marina.

**Rules and Regulations:** The Owner agrees that he will not make or permit any unlawful, improper, noisy or otherwise offensive use of the Marina property. The Owner agrees to conduct himself in compliance with all Rules and Regulations of the Marina. The Owner shall insure that his invitees, crew, family members and guests conduct themselves in accordance with the Rules and Regulations of the Marina. The Marina shall have the right to amend the Rules and Regulations as it deems appropriate and such amendments shall be effective upon being posted at the Marina premises. The Marina shall have the right to immediately terminate this Agreement if the Owner or his invitees, crew, family members or guests fail to comply with the Rules and Regulations. The Owner hereby acknowledges having read and understood the Rules and Regulations of the Marina.

**Repair and Storage Liens:** The Marina shall have a lien against the Boat, its contents, trailer and equipment pursuant to the Repair and Storage Liens Act, R.S.O. 1990 c. R. 25 for all unpaid sums due under this Agreement. The Marina shall be entitled to retain possession of the Boat, its contents, trailer and equipment or any of them, until the Owner's account has been paid in full. The Marina shall be entitled to sell or otherwise dispose of the Boat, its contents, trailer and equipment in accordance with the Repair and Storage Liens Act for all amounts owing by the Marina.

**Third Party Services:** The Owner further agrees that while his boat is on the Marina's premises, he 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 the 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 regular crew from doing such work on his boat, provided such work is approved in writing by the marina.

**Entire Agreement:** this Agreement shall constitute the entire Agreement between the parties. There is no representation, warranty, condition or collateral agreement affecting this agreement other than as expressed herein in writing, and any amendments hereto must be made in writing and signed by the Owner and the Marina. This Agreement shall be read with all changes of gender and number required by the context.

**Jurisdictions:** The rights and obligations under this agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario.

**Troup Group Inc. o/a Puce River Harbour**

**Marina: 930 Old Tecumseh Road, Belle River, Ontario N0R 1A0 Telephone: 519-979-8764**

**Administration: 3064 Devon Drive Windsor, Ontario N8X 4L2 Telephone: 519-979-7800 ext 236**