



SUMMER LEASE AGREEMENT



COVERING ALL OPERATIONS AND INCLUDING DOCKAGE, LAUNCHING, STORAGE, RENTALS AND OTHER SERVICES OF THE MARINA

THIS AGREEMENT MADE ON THE _____ DAY OF _____ Computer # _____
BETWEEN TORONTO ISLAND MARINA (HEREIN AFTER CALLED THE "MARINA" OF THE FIRST PART) AND

Name _____
Street _____
City _____
Province _____ Postal Code _____
Phone (RES) _____ (Bus) _____
Phone (CELL) _____ Email _____
(HEREIN CALLED "THE OWNER" OF THE SECOND PART)

PREVIOUS MARINA/YACHT CLUB	
Name of Boating Facility _____	
Phone _____	No. of Years _____
Last Years _____	Preferred Dock _____
Dock No. _____	For This Year _____

WARNING TO BOAT OWNER: YOU SHOULD NOTIFY YOUR YACHT INSURER YOU HAVE SIGNED THIS AGREEMENT AS IT MAY INVALIDATE YOUR INSURANCE UNLESS YOU HAVE THE CONSENT OF THE INSURER IN WRITING. PLEASE READ BOTH SIDES OF THIS AGREEMENT.

The parties hereto agree and acknowledge as follows: the owner warrants that he/she is the owner, the Managing Owner, or the agent with the authority of the owner of the vessel and equipment as described below.

TYPE OF VESSEL: _____ MODEL: _____ YEAR: _____ MANUFACTURER: _____ NAME OF VESSEL: _____ REGISTRATION NO. _____ HULL COLOUR: _____ TOTAL LENGTH FT _____ IN _____ <small>Including Bow Pulpit and Swim Platform</small> BEAM FT _____ IN _____ <small>Rate is based on length of boat or length of dock, whichever is greater</small> DRAFT FT _____ IN _____	HULL CONSTRUCTION: <input type="checkbox"/> FIBERGLASS <input type="checkbox"/> STEEL <input type="checkbox"/> WOOD <input type="checkbox"/> OTHER _____ NO. of MASTS: _____ DISPLACEMENT _____ WEIGHT: _____	FUEL: <input type="checkbox"/> GASOLINE <input type="checkbox"/> DIESEL ENGINE TYPE: <input type="checkbox"/> I/O <input type="checkbox"/> INBOARD <input type="checkbox"/> OUTBOARD <input type="checkbox"/> SINGLE <input type="checkbox"/> TWIN	COLLAPSIBLE CRADLE: YES <input type="checkbox"/> NO <input type="checkbox"/> <input type="checkbox"/> WOOD <input type="checkbox"/> STEEL COLOUR: _____ TRAILER: YES <input type="checkbox"/> NO <input type="checkbox"/> COLOUR: _____ MANUFACTURER: _____ LICENCE NO. _____
---	---	--	---

SERVICES REQUIRED: I hereby apply for the services marked below for the 2009 summer season and agree to pay the rates published by the marina for the services requested below together with any applicable taxes.

Summer Season - May 1st to October 31st.

1. SEASONAL DOCKING YES NO

2. MONTHLY DOCKING YES NO

3. ELECTRICAL OUTLET
 NONE 15 AMP 20 AMP 30 AMP 60 AMP

4. CRADLE STORAGE YES NO

5. TRAILER STORAGE YES NO

6. BOAT LAND STORAGE YES NO

FOR OTHER SERVICES REQUIRED PLEASE SEE THE SERVICE OFFICE AND COMPLETE A WORK ORDER.

OFFICE USE ONLY		
1. Docking	_____ x \$ _____	= \$ _____
2. Monthly	_____ x \$ _____	= \$ _____
3. Hydro	_____ x \$ _____	= \$ _____
4. Cradle Storage	_____ x \$ _____	= \$ _____
5. Trailer Storage	_____ x \$ _____	= \$ _____
6. Land Storage	_____ x \$ _____	= \$ _____
Sub Total		\$ _____
G.S.T. # R892184607 G.S.T.		\$ _____
P.S.T.		\$ _____
TOTAL		\$ _____
Deposit		\$ _____
Balance		\$ _____

DOCK ASSIGNED _____
 HYDRO OUTLET ASSIGNED _____

Note: 2.0% interest charged monthly (24% per annum) on overdue accounts.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written and agree to the terms and conditions set out on the reverse side of this document and other rules and regulations published. SIGNED SEALED AND DELIVERED in the presence of:

Signature) _____
 OWNER AGENT FOR OWNER

ACCEPTED (Marina) _____ SEAL

TORONTO ISLAND MARINA
O/A 1569483 ONTARIO INC.

P.O. Box 81030 * 45 Harbour Square
Toronto * Canada * M5J 2V3

Admin. Office * Tel: (416) 203-0713 * Fax (416) 203-1062
Marina Office * Tel: (416) 203-1055 * Fax (416) 203-1062

SEE REVERSE FOR FULL TERMS AND CONDITIONS OF ACCEPTANCE

AGREEMENT

BETWEEN Toronto Island Marina, its successors or assigns herein referred to as "Toronto Island Marina" or "Marina" and the undersigned owner or duly authorized agent of owner herein called "Owner". The parties hereto agree one with the other as follows:

1. In this Agreement, "Marina area" includes the area encompassed by the Marina facilities, including buildings, grounds, docking facilities and harbours, and includes the approach channels designated, marked and buoyed by the Marina.
2. This Agreement shall be in effect for the term set on reverse unless sooner terminated in accordance with the following conditions:
 - (a) By the destruction of the mooring facilities by fire, storm or other calamity
 - (b) By the breach of the terms of this agreement
3. The Owner agrees to comply with all terms of this Agreement, and with all rules and regulations posted from time to time in the Marina area, and should breach of this Agreement or violation of the posted rules and regulations occur, this Agreement shall, at the option of the Marina, terminate immediately, and the Marina may remove the boat from its mooring or storage space at the Owner's risk and expense and retake possession of said space or spaces immediately.
4. Only pleasure craft, registered, identified and equipped in accordance with Canadian Shipping Law and operated under their own power in accordance with safe boating principles shall be admitted to the Marina area.
5. The Owner agrees to have his boat insured by complete marine coverage including liability and to furnish the marina with proof of this coverage. Each tenant will be held responsible for damage he may cause to other boats in the Marina or to the structures or facilities thereof.
6. All boats shall be subject to periodic safety inspection by the employees of the Marina who shall, for this purpose, be permitted to board any boat in the Marina area at any reasonable hour with the Owner. The boat will only be boarded by the Marina for such periodic safety inspections or for emergency service, and otherwise only with the authority of the Owner.
7. In the event of mechanical failure or other malfunction occurring of the gear, equipment, rigging, engine or hull of the boat which, in the opinion of the Marina, constitutes an emergency or other threat of the safety of the boat or other boats in the Marina area, then, and in the event, the Owner hereby authorizes the Marina to make all such emergency repairs as may, in the absolute discretion of the Marina, be deemed necessary under the circumstances. These repairs shall be made as economically as possible and the cost thereof shall be debt due from the Owner to the Marina under this Agreement.
8. Nothing in this Agreement shall be taken to impose duty on the Marina to effect such emergency repairs, or to attach any liability to the Marina for failure to do so.
9. All boats shall be secured in their berths in a manner acceptable to the Marina, and if not acceptable, the Marina will adequately secure the boat and assess a service fee. If new mooring lines are required, they shall be supplied at the Owner's expense.
10. No outside contractors, service organizations, corporations or individuals will be permitted to undertake any work on boats in the Marina area without first having obtained the approval of the Marina. It is understood and agreed that the Marina will only grant such approval if the Marina cannot properly undertake the work itself.
11. 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 pump-out facilities provided on shore on penalty of cancellation of this Agreement and immediate eviction from the Marina.
12. No refuse of any kind shall be thrown overboard or otherwise put into the waters within the Marina or its approaches. Garbage shall be deposited in bins provided for that purpose.
13. No person shall discharge oil, inflammable liquids, oily bilge water or other liquids into the Marina area.
14. Fire of any kind strictly forbidden in all Marina areas.
15. Noise shall be kept to a minimum at all times. All persons shall use reasonable discretion in operation of generators, engines, radios, etc. so as to not cause a nuisance to others.
16. No advertising or soliciting shall be permitted in the Marina unless authorized in writing by the Marina.
17. The Marina address shall not be used for business purposes unless authorized in writing by the Marina.
18. Swimming shall not be permitted in the Marina waters.
19. Boat Owners shall not store supplies, materials, accessories or debris on the docks and shall not construct thereon any lockers, chests or similar structures.
20. Painting, scraping or repairing of gear shall not be permitted on the docks or piers. All paint tins, brushes, rollers, rags, etc. , must be disposed of only in marked containers or removed from the Marina by the user. Extent of repairs and or maintenance shall be at the discretion of the Marina.
21. Laundry shall not be hung out on boats, docks or piers in the Marina.
22. The Owner agrees that if that during the duration of this Agreement, the sale of his boat is contemplated, such negotiations in sale will be through the Marina Sales Office, unless said boat is sold privately by the owner. (See Para 16 & 36)
23. The sub-leasing of slips, the transferring of boats from one slip to another or from one mooring to another shall not be permitted. The Owner agrees that in the case of emergency, the Marina may remove the boat from the particular space rented to any other mooring space. It is understood and agreed that in the event of any emergency or when deemed necessary by the Marina for any other circumstances, the Owner shall be prepared to move his boat immediately in accordance with Marina instructions. Unattended boats will be moved at the Owner's expense and risk.
24. In the event of the boat sinking at the dock or in the Marina area, the Owner shall remove such wreck forthwith upon notice in writing given to him by the Marina. Failing this, the Marina will remove such wreck at the Owner's expense.
25. The Marina shall have a lien against the boat and her contents for unpaid sums due for the use of dock facilities or other services or for damage caused by or contributed to by the boat or her Owner to any docks or property of the Marina or to any other person at the Marina or for expenses incurred by the Marina on behalf of the Owner under the terms of this Agreement.
26. Boats leaving for an overnight period or longer will so notify the Marina. The Marina reserves the right to rent all mooring space when vacated by the Agreement holder until they return.
27. Young children shall be accompanied by adults at all times and must wear life jackets when in small boats or near the water.
28. All pets shall be controlled and leashed in accordance with City of Toronto bylaws.
29. It is understood and agreed that all personal property must be removed from the Marina area upon the termination of this Agreement.
30. When entering or leaving the Marina area, all power and auxiliary powered vessels shall be under said power. No boats shall exceed the speed of 4 miles per hour in the Marina area or approach channels.
31. Any infraction of the above rules and regulations of the Marina by the Tenant shall, at the option of the Marina, cancelled this contract upon 10 days notice and the Tenant shall forthwith remove his boat.
32. Where the registered owner of the boat is not a Party to this Agreement, the skipper or other person in charge of the boat shall be deemed, for the purposes of this Agreement, and hereby represents that he executes this Agreement as the duly authorized agent of the Owner.
33. The Marina shall in no way be responsible or held liable for any damage or loss arising from the improper placement or shifting of channel markers, buoys or other navigational aids in the approach channels or the Marina area.
34. This Agreement is for the services listed above only, and such space and services, and Marina equipment is to be used at the sole risk of the Owner. The Marina shall not be liable for the care or protection of the boat (including her gear, equipment and contents), her passengers, crew or guests or for any loss or damage of whatever nature to the boat, her contents, gear or equipment or to her passengers crew or guests, whether due to the negligence of Marina, its agents or employees, or to any other cause. Owner indemnifies and holds Marina harmless against any loss, cost, suit or claim arising out of the use of the above mentioned space, services or Marina equipment or any handling of the boat in connection therewith whether or not such loss, cost, suit or claim is based upon the negligence of Marina, its agents or employees, or to any other cause.
35. The Owner shall have the right to cancel this Agreement at any time prior to April 1st with refund, less a cancellation charge of \$200. Any cancellation after April 1st, the Owner shall not be entitled to cancel this Agreement and no part of the monetary consideration for this Agreement will be returned to the Owner under any circumstances.
36. It is understood and agreed that only the Marina sales organization shall have the authorization to sell, list, broker or show new or used boats for sale on the Marina property.
37. The Marina premises are not to be used to promote any business conflicting with the interests of the Marina or the occupants therein.
38. Where a boat is not removed from its mooring at the end of the summer mooring season on or before the date specified by the Marina therefore, and the Owner has not applied for and obtained permission of the Marina to keep the boat at the boat's mooring after the date so specified, the Owner shall be charged with such rate for mooring as may apply for mooring after such date until the boat is removed by the Owner and the Marina shall have the right to haul the boat after the date so specified, winterize it and store it at such rates as apply for such services and storage as are in effect at that time and all such charges shall be a lien against the boat until the rates are paid by the owner.