

AGREEMENT for Boat Dockage / Storage

Gull Harbour Marina Inc.

(This Agreement, properly executed, must accompany the initial Application for Dockage/ Storage)

This Agreement is made between Gull Harbour Marina Inc. and the undersigned boat and owner.

This Agreement is for the use of pier (dock) space only, and such space is to be used at the sole risk of the Owner, his Guests and invitees. Gull Harbour Marina Inc. shall not be liable for the care, or protection of the boat (including her gear, equipment and contents) or for any loss or damage of whatever kind or nature to the boat, her contents, gear, or equipment whether due to the sole negligence of Gull Harbour Marina Inc. or otherwise. The Owner indemnifies and holds Gull Harbour Marina Inc. harmless against any loss, cost, suit or claim arising out of the use of pier/ dock space or any handling, care, storage, maintenance or work performed by Gull Harbour Marina Inc., of the boat in connection therewith whether or not such loss, cost, suit or claim is based upon the sole negligence of Gull Harbour Marina Inc. or otherwise. Dockage fees are paid for rental space only and this fee does not imply that any other services, guarantees or liabilities are extended.

- 1) No boat or cradle will be released from the Marina until any outstanding accounts are paid in full.
- 2) All boat owners must provide proof of liability insurance before occupying slip.
- 3) Waiver of any conditions by Gull Harbour Marina Inc. shall not be deemed to be a continuing waiver.
- 4) Gull Harbour Marina Inc. shall have a lien against the below captioned boat, her appurtenances and contents, for unpaid sums due for use of any dock facilities or other services, or for any damage caused or contributed to by the above described boat or by the Owner to any docks or property of Gull Harbour Marina Inc. or any other person at Gull Harbour.
- 5) Soliciting or carrying on any business or using your slip for any other boat than the one that is on this agreement is not allowed without the written permission of Gull Harbour Marina Inc. This includes selling boats and accessories or chartering or renting boats.
- 6) All boat owners must obtain permission from Gull Harbour Marina Inc. to have any third party perform work on any marina property including its docks.
- 7) Application for a berthing slip for the following season for our consideration must be received in our office no later than September 30th of the season under consideration along with a non-refundable deposit of \$200.00 subject to the applicable taxes. Clients with outstanding debts will not be considered.
- 8) Owner agrees to comply with all the posted rules and regulations, as fully as though they were set forth herein and should they be in breach of this agreement or violation of posted rules and regulations as they occur, this rental agreement shall terminate immediately and Gull Harbour Marina Inc. may remove the boat from her mooring space at the Owner's risk and expense to retake possession of the mooring space.
- 9) All accounts are due and payable on the day and date the goods are purchased and/ or services is contracted for or provided (such as storage, berthing, lifts or repairs).

This Agreement shall be in effect, unless sooner terminated, in accordance with the following conditions:

- A) By destruction of the anchorage facilities by fire, storm or other calamity.
- B) By breach of default as provided in any of the above.
- C) By an application or renewal application not being accepted, at the sole discretion of Gull Harbour Marina Inc.

Agree to and Accepted by:

Vessel/Boat Name

Owner(s) Signature(s)

Date

Witness Signature

Name (Printed)

Date

For Gull Harbour Marina Inc _____

Date _____

APPLICATION FOR DOCKAGE/BERTHING /STORAGE

Gull Harbour Marina Inc.
PO Box 763
Riverton, MB, R0C 2R0
Tel 204 279 2180
or 204 960 8183

NOTE: Initial Application must be accompanied by a properly executed "Agreement for Dockage/ Storage", to be considered. Yearly applications and deposits must be received by September 30th of the current year, unless waived by Gull Harbour Marina Inc.

This Application is made to Gull Harbour Marina Inc. by the undersigned boat and its owner(s).

Owners Name _____ Business Phone _____

Address _____ Home Phone _____

City _____ Cell Phone _____

Province _____ Postal Code _____ Email _____

Power Sail Other

Boat Name: _____

Make _____ Model _____ Colour _____

Registration # _____ Overall Length _____ Beam _____ Draft _____

SLIP # Requested Assigned

New Customer _____ Repeat Customer _____ Number of years _____

Require Winter Storage Yes _____ No _____

Date Requested in Water _____

Date Requested Out of Water _____

Deposit (\$200.00) required _____

Signature of Applicant / Boat Owner(s) _____ Date _____

_____ Date _____

For office use only

FEES Boat Dockage _____
 Storage _____
 Power _____
 Other _____
 Use Pump out _____
 Sub Total _____
 GST _____
 PST _____
 TOTAL DUE _____

Deposit on Hand _____
Applied to Fees _____
or
Returned to Applicant _____
Date _____