



The Decksid Marina Ltd.

MOORAGE AGREEMENT

April 1 2024

3500 CESSNA DRIVE, RICHMOND, BC V7B 1C7

Tel: 604-970-4882 | info@decksidemarina.com



MOORAGE AGREEMENT

THIS AGREEMENT made _____, 20____

BETWEEN:

THE "MARINA"

The Decksides Marina Ltd. a privately incorporated company in the province of British Columbia, having a head office at Suite 410, 233 West 1st Street, North Vancouver, British Columbia, V7M 1B3.

AND

THE "OWNER" OF THE FIRST PART

Name: _____

Address: _____

City: _____

Postal Code: _____

Vehicle License Plate Number: _____

Home Phone: _____

Cell Phone: _____

Email: _____

B.C. Photo ID (please provide copy): _____

Do you consent to receive marina updates via email: _____

THE "OWNER" OF THE SECOND PART

Contact in case of emergency: _____

Telephone: _____

Caretaker: _____

Telephone: _____

1. BERTH ALLOCATION

a. Berth # _____ Berth length _____

2. TERM OF AGREEMENT

a. Annual _____ b. Monthly _____

Start date: _____

Moorage fees: _____

3. VESSEL

In this agreement "Vessel" will mean that certain property described as follows:

Vessel Name: _____

Make: _____

Model: _____

Year: _____

Vessel License / Registration (please provide copy): _____

Overall Length: _____

Beam: _____

Draft: _____

4. INSURANCE

Please provide a copy of insurance with moorage agreement.

Provider: _____

Insured: _____

Policy No: _____

Expiry date: _____

Liability: _____

5. CHARTERS – does the vessel engage in charter activity? Yes _____ No _____

a. The Owner must inform the Marina if it is a charter business. The Owner will not charter a vessel at the marina without prior written consent from the marina. Consent to charter will be determined at the discretion of the marina. If the Owner is engaged in charter business activities, the Owner must pay a commercial Moorage Fee. Failure to inform the Marina of such charter business activities or failure to pay such commercial rate will result in termination of this Agreement.

6. MOORAGE

- a. The Marina may, at any time and from time to time move the Vessel to a different berth at the Marina without notice, and the Owner hereby appoints the Marina the Owner's agent for that purpose.
- b. In the event of an emergency during the Owner's absence, e.g. breakdown of the bilge pump, leak or bad lines, the Marina is authorized to move the Vessel and property of the Owner on the Vessel within the Marina and/or board and enter the Vessel as is reasonable and prudent, without liability for damages or loss of any kind to make necessary repairs, which will be charged to the Owner. The Owner of the Vessel agrees to pay the Marina a reasonable compensation for any emergency repair and supplies utilized under such circumstances. The Owner will also provide the Marina a copy of the Vessel's keys for emergency purposes.
- c. The Marina shall have the right, with 24 hours prior notice (provided that no prior notice will be required in the event of an emergency) to, from time to time to board and gain entry to the Vessel when moored at the berth to reasonably determine if the vessel is in compliance with this Agreement and Marina Rules and Regulations, as referred to in "Schedule A".

7. TERM

- a. This agreement will automatically renew at the end of each term unless either party gives the other written notice of termination. If the Owner wishes to terminate the agreement, written notice will be given to the Marina at least 30 days prior to the end of the relevant term.
- b. The Marina is under no obligation to automatically renew this Agreement at the end of each term and the Marina may enter an agreement with the Owner upon terms and conditions that may vary with this agreement.
- c. If the Vessel remains at the moorage space following the expiry or termination of the Term,
 - i. The Marina may, at its sole discretion chain the vessel and/or exclude the Owner of the Vessel access to the Marina.
 - ii. The Owner of the Vessel shall be deemed to be occupying the berth for the purposes of transient moorage and shall pay Marina the applicable daily rate of transient moorage charged by the Marina for each day the Vessel continues to be moored at the berth.
- d. The Marina may terminate this agreement if the Owner, Owner's agent or any person on the premises of the Marina or on the Vessel with the express or implied consent of the Owner breaches any provisions of this Agreement.
- e. The Owner may not terminate this Moorage Agreement without cause during the Term. If the Owner vacates the Marina before the end of the Term, or this Agreement is terminated by the Marina prior to the end of the Term, the Marina will not be obliged to refund the Owner the Moorage Fees. The Owner will remain liable for the balance of the Moorage Fees to the end of the Term.

8. WAITLIST

- a. Owners on the waitlist for moorage shall pay the Marina a deposit of \$1,000.00, which will be applied to their first term payment.

9. FEES

- a. The Owner shall pay the Marina in advance, on, or before the commencement date, the Moorage Fees. All payments will be made to THE DECKSIDE MARINA LTD., 3500 CESSNA DRIVE, RICHMOND, BC, V7B 1C7, or at such other address as the Marina may designate.
- b. Moorage Fees are based on the slip length or overall Vessel length, whichever is greater.
- c. The Owner will pay interest at a rate of 5% percent per month and 24% percent per annum on all outstanding amounts owing by the Owner of the Marina over 15 days.
- d. Moorage rates are subject to change upon agreement renewal in accordance with the current posted rates on the Marina website.

10. SUPPLY OF UTILITIES

- a. The Marina will provide water and electricity to the slip inclusive of the Moorage Fee.

11. PARKING

- a. The Marina will provide the Owner with access to one parking space for one vehicle and the Owner is required to provide the Marina with the license plate number for the vehicle of their choice.
- b. Parking access does not guarantee space and is subject to the availability of space in the Marina at any given time. Vehicles parked outside the designated parking areas or parked without current insurance may be removed without notice and at the expense of the owner.
- c. Additional parking can be purchased on a daily basis at the Impark machines in front of the hotel.

12. ACCESS

- a. Marina gate codes are for the specific use of the Owner and shall not be provided to or utilized by Owner guests, passengers, invitees, Visitors, tradespersons or agents.

13. INSURANCE

- a. Prior to commencement of this Moorage Agreement and at all times during the term of the Moorage Agreement, the Owner shall carry in the force and effect, with insurance companies authorized to business in the province of British Columbia, Hull & Machinery insurance insured to market value and Protection & Indemnity insurance with a limit not less than \$2,000,000 per occurrence (or such greater amount as the Marina may require as a prudent marina owner and operator). This insurance shall cover personal injuries, damage done to berth, the Marina, and any other Vessels, passengers, guests or equipment in the vicinity of the Marina. The Owner shall not be entitled to moor (or continue to moor) the Vessel at the berth until and unless evidence of insurance satisfactory to the Marina has been provided by the Owner and remains in effect at all times. The Owner will assume liability for any harm or damage caused to the marina property, tenants, passengers or boats at the marina, by their vessel, guests, family members, clients, contractors, brokers, or visitors. The Owner will also add The Deckside Marina as an "Additional Insured" under the Vessel's insurance policy.

14. ASSIGNMENT

- a. The Owner will not assign, grant any sub-right or permission under this Agreement, or otherwise transfer this Agreement or any right or rights granted by this Agreement, including the right to moor the Vessel in the assigned Moorage Space, to any person without the prior written consent of the Marina, which consent the Marina may arbitrarily withhold.

Any assignment without prior written consent of the Marina is void and entitles the Marina to terminate this Moorage Agreement.

- b. For the purposes of section 14.a., if the Owner is a company or corporation, any change in control of the company or corporation shall be deemed to be an assignment.
- c. If the Marina consents to an Assignment, the Marina will not be obliged to refund the moorage fees of the Owner.
- d. A person who purchases the Vessel or acquires any interest therein will not thereby acquire any rights under this Agreement.

15. LIABILITY FOR INJURY AND DAMAGE

- a. The Marina, Radisson Blu Hotel, Van-Air Holdings Ltd and its members and respective employees, agents, successors, personal representatives and assigns will not be liable for personal injury to or death of the Owner or any person on the premises of the Marina, Radisson Blu Hotel or on the Vessel with express or implied consent of the Owner, or for loss of or damage to the property of the Owner or any other person, by theft or otherwise, whether such injury, death, loss or damage is caused by the negligence of the Marina and/or Radisson Blu Hotel, its agents, or otherwise.
- b. The Owner will indemnify and save harmless the Marina, Radisson Blu Hotel, Van-Air Holdings Ltd, and its parent and sisters companies, members and respective employees, agents, successors, personal representatives and assigns from and against all claims, demands, loss, costs, (including legal fees and related expenses on a solicitor and own client basis), damages, actions, suits or other proceeding whatsoever brought or suffered by any person whether in respect of injury to persons (including death) or damage to or loss of property which arises in any way out of or is occasioned either wholly or partly by any occurrence or non-occurrence on the premises of the Marina or the Vessel with the express or implied consent of the Owner, including but without restriction of the generality of this subsection, arising out of or occasioned either wholly or in part by:
 - i. The use and occupation of the premises of the Marina or of the Vessel by the Owner or any person on the premises of the Marina or on the Vessel with the express or implied consent of the Owner.
 - ii. Any act or omission of the Owner or any person on the premises of the Marina or on the Vessel with express or implied consent of the Owner.
- c. Notwithstanding the liability of any other person, the Owner will be liable to the Marina for all the damages to, loss or destruction of property of the Marina caused by the Vessel whether the Vessel was at the time of such damage, loss or destruction under the care or control of the Owner will pay to the Marina the cost of repairing or replacing the damage, lost or destroyed property within 14 days of receiving a written account from the Marina.
- d. The Marina makes no warranties, expressed or implied as to the condition of the Moorage Space or the Marina or suitability of the Moorage Space and Marina for its intended purposes. The Owner acknowledges that the Owner has had an opportunity to inspect the Marina and the Moorage Space prior to execution of this Agreement and agrees to accept the Marina and Moorage Space in its current condition.

16. RULES

- a. The Owner shall comply in all respects with the Rules and Regulations in "Schedule A" and as otherwise adopted by the Marina. Rules and Regulations may be supplemented and/or revised by Marina from time to time.
- b. The Owner shall comply with the Standards of Personal Conduct in "Schedule B".

- c. In utilizing the Moorage Space, the Owner also agrees to and shall comply with all present and future applicable bylaws, ordinances, rules and regulations, health, safety, environmental and sanitary regulations of all applicable regulatory bodies and those established from time to time by the Marina and any applicable federal, provincial or local government agency.

17. NO LIVE ABOARD

- a. No Owner or other person may live aboard a Vessel when moored at a berth without the prior written consent of the Marina, which the Marina may withhold at its sole discretion. For the purposes of the Moorage Agreement, a person will be deemed to live aboard a vessel if they use it as a place of abode for a minimum of sixty 60 consecutive or non-consecutive days in a calendar year.
- b. If the Marina permits the Vessel to be used for live aboard purposes then the Owner shall be responsible to pay any live aboard license fee applicable to the ownership, use or occupation of the Vessel and/or for any property taxes or similar charges levied on floating homes and live aboard vessels.

18. TRANSIENT MOORAGE

- a. The Owner may provide reasonable advance notice to the Marina and make the Owner's Moorage Space available for transient moorage if the Vessel is expected to be away from the Owner's Berth for a period of 3 consecutive days. If the Owner and the Marina agree to use that berth for transient moorage, a transient use form must be completed and signed by the Owner.

19. RENOVATIONS

- a. Any renovation to an existing Vessel that changes the dimensions of the Vessel or increases power consumption must be approved by the Marina and any renovation projects that include, but shall not be limited to, floatation, structural work, cladding, electrical or plumbing must be engineered and such engineering must be approved by the Marina. If the Marina approves the work to be done the contractor/company must sign the Contractor Agreement and register with the Marina providing appropriate insurance documentation prior to any work being initiated. Failure to obtain such approvals will result in a stop work order or termination of this Agreement.

20. COMMERCIAL TENANTS

- a. The commercial tenant will ensure that a valid contract is in place for any Vessel placed in a slip and will also ensure that any Vessel departing the commercial slips are checked.

21. DEFAULTS AND REMEDIES

- a. If the Owner violates the Rules and Regulations of the Marina or, if the Owner fails to pay moorage fees, or an amount due and payable following written notice of the Marina, and such failure continues for a period of 7 days after the Marina has given the Owner written notice, the Owner shall be in default. Under default, the Marina may exercise any and all remedies available to the Marina hereunder or otherwise provided by law. Without limiting the foregoing, the Marina may immediately terminate this Agreement without limiting the liability of the Owner for all amounts due hereunder. Upon termination of the Moorage Agreement, the Marina may remove the property of the Owner from the Moorage Space and Marina, all at the cost, expense and risk of the Owner. If the Vessel remains at the Moorage Space or in the Marina following termination of this Moorage Agreement, the

Owner shall be deemed to be holding over and liable to pay transient moorage pursuant to Section 7c.

22. GENERAL

- a. The Agreement will be constructed to be a contract for storage, and the provisions of the *Rent Distress Act*, the *Warehouse's Lien Act* and Amendments thereto shall apply to this Agreement.
- b. The Owner grants a lien and security interest to the Marina against the Vessel to Secure any monies owed or that become owing from the Owner to the Marina from time to time.
- c. This Moorage Agreement will ensure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.
- d. Any notice required to be given to the Marina will be addressed to THE DECKSIDE MARINA LTD., 3500 Cessna Drive, Richmond, BC, V7B 1C7.
- e. Any notice by the Marina to the Owner hereunder shall be deemed to be given if and when it is personally delivered to the Owner or deposited in the mail and addressed to the Owner at the address of the Owner set forth in this Agreement. The Owner is responsible for informing the Marina of the Owner's most current address, email and telephone numbers within 7 days of moving.
- f. The failure of the Marina to insist upon strict performance of any term, covenant, condition or rule, or to the exercise any right or option will not be construed as a waiver or relinquishment for the future of any such term, condition, covenant, or rule.

EXECUTED by THE DECKSIDE MARINA LTD. by its duly authorized signatory:

OWNER – Signature

Print Name

OWNER – Signature

Print Name

Authorized Signatory (The Deckside Marina Ltd.)

“SCHEDULE A” - MARINA RULES AND REGULATIONS

A. VESSEL CONDITION

Only vessels in good condition and under their own power shall be admitted to berthing areas and shall not be allowed to become unsightly or be rendered to a dilapidated condition. Trash shall not be stored on the Vessel decks. Only form fitting vessel covers approved by the Marina are allowed. Tarps are not to be used as covers on Vessels. Dinghies must be stored aboard the Vessel or in a designated storage area.

B. CARE OF BERTH: MAINTENANCE

Owner shall maintain the Berth in a clean and safe condition at all times and assumes full responsibility for keeping mooring lines in good condition to insure the Vessel is secured properly. Under no circumstance may the Owner alter the Berth or permanently affix any personal belonging to the dock. Any personal property, equipment, or lockers on the berth other than access steps, will be removed at the Owners expense. No portion of the Vessel shall overhang any walkway or extend into any waterway. Upon termination of the Moorage Agreement, the Owner shall surrender the Berth in good order and repair, other than normal wear and tear. Only one vessel may occupy a berth, unless the Marina grants authorization.

C. ELECTRICAL CONNECTIONS, WATER HOSES

In accordance with fire codes and regulations, all connections made to the Marina electrical receptacles shall be of the approved weatherproof three wires and grounded type. Wiring must be of sufficient amperage as required by applicable Electrical Code. Marina personnel will disconnect undersized and inadequate cords. Cords may not be affixed or secured to the docks, nor allowed to cross main walkways.

D. DISPOSAL OF WASTE

- a) Owner shall not discharge or float any refuse matter, sewage, oily bilges or inflammable liquids in the water or upon the Marina. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water.
- b) Owner shall not dispose of any electric appliances, plumbing appliances, renovation debris, furniture, paints, mechanical fluids, hazardous fluids, batteries or oil and filter products etc. in the marina garbage bin.

E. SAFETY

- a) Children under twelve 12 years of age are not permitted on the docks without parents or other adults. Non-swimmers or toddlers must wear life jackets when on the docks and Vessel decks.
- b) Charcoal or gas BBQ's are not permitted on the docks: however, they are allowed on Vessels, weather permitting.
- c) Fishing or swimming is prohibited within the Marina.
- d) No Fueling or transferring of fuel from the docks shall be permitted.
- e) No smoking on the docks.

- f) The Owner must notify the Marina of any unsafe or hazardous conditions that comes to the Owner's attention.

F. DOCK ETIQUETTE

- a) Drying or airing of laundry or apparel in the docks or in the rigging of vessels is prohibited.
- c) Skateboards, rollerblades, bicycles or motorcycles and similar wheeled devices are not permitted on the docks or on the walkways.
- d) Spotlights, mast or rigging lights, horns, sirens and hailers must be turned off while moored.
- e) Owner shall be responsible to prevent soiling within the Marina by any pets of the Owner or any invitee of the Owner. Animals and pets are not allowed in the marina unless on a leash.
- f) Cleaning fish is only permitted at the fish cleaning table and the table must be properly cleaned after use.
- g) All effort will be made to eliminate unnecessary noise, for example, halyards shall be tied off.
- h) Any noise audible from the outside of the Vessel shall be prohibited between the hours of 10:00PM and 7:00AM.
- i) Except for entering or leaving berths, main engines, power generating equipment and other noise making machinery may not be operated between the hours of 5:00PM and 7:00AM. Engines must not be operated in gear while the vessel is secured to the dock. Unnecessary operation of engines in the berths shall not be permitted. The speed limit within the Marina is wakeless speed.
- j) Always return dock carts to the designated location immediately after unloading and ensure the cart is emptied and clean.
- k) Docks to remain clear of personal property, and if items are left on docks they will be removed.
- l) Please only dispose of Marina garbage and recycling in the designated Marina bins. Marina bins are for marina garbage & recycling only. Please do not put cardboard in the garbage bin, there is a separate adjacent bin for cardboard. Dumping will incur a \$500 fine.

G. CONSTRUCTION AND REPAIRS

Spray guns shall not be used topside or on the docks. The Owner shall not engage in any construction, repair, sanding or grinding of the Vessel at the Marina without the prior consent of the Marina. The Owner shall be responsible for any oil, paint or materials spilled, dripped or otherwise applied to the fingers, walks adjacent to berths or in the water. Should it become necessary for the Marina to clean the area, it will be done at the Owners expense.

H. REGISTRATION OF CONTRACTORS AND VISITORS

Contractors or persons working on any Vessel must register with the Marina Office prior to starting work. All contractors must produce evidence of insurance satisfactory to the Marina. The Marina will not admit buyers to see any Vessel in the Owner's or Broker's absence. Visitors, guests or passengers unaccompanied by the Owner must also register with the Marina Office or Marina Caretaker upon arrival. The Owner shall notify the Marina in advance that these persons will be arriving at the Marina. After dusk only Owners and their accompanied guests are allowed on the floats.

I. DISORDERLY CONDUCT

Any violations of these rules and regulations, obnoxious or disorderly conduct by an Owner, Vessel crew, guests, or pets which constitutes a breach of the peace, or a nuisance, or which might cause bodily injury, damage to property, or demean the reputation of the Marina, shall constitute grounds for termination of this Agreement and removal of the Vessel from the Marina. Drinking of alcoholic beverages except on private Vessels, and all illegal use of drugs is PROHIBITED.

“SCHEDULE B” - STANDARDS OF CONDUCT

GENERAL

- A. Maintain courteous relations with the Marina, employees, fellow Owners and guests.
- B. Familiarize themselves with, and abide by, the spirit and, Marina Rules and Regulations.
- C. Observe the highest standards of conduct and integrity when representing the Marina at outside events as a representative of the Marina.
- D. Conduct of any Owner that is detrimental to the best interests of the Marina will be immediately brought to the attention of the Marina, which may result in suspension of privileges or the termination of moorage.

HARASSMENT

The Marina will not tolerate any harassment. Any form of harassment related to race, colour, sex, religion, national origin or age is a violation of this Agreement and will be treated as a serious disciplinary matter. This policy applies to Owners, guests and employees.

EMPLOYEES

Owners and guests shall not reprimand employees or discuss Marina affairs with any employee. Complaints and concerns shall be directed in writing to the General Manager.

The Marina reserves the right, with or without notice, to add, delete, change, or modify its operating policies and procedures at any time, in the best interests of the Marina.

The Decksid Marina Ltd.

3500 Cessna Drive, Richmond, BC V7B 1C7

Tel 604.970.4882

info@decksidemarina.com

www.decksidemarina.com

CREDIT CARD AUTHORIZATION FORM

Date : _____

Name : _____

Phone : _____

Payment by: VISA M/C

Card number : _____

Expiry date : _____

CVV : _____

Amount : _____

Cardholder Signature : _____