

## Ben Eoin Marina --- Marina Lease Agreement

**Warning:** Boat Owners should notify their yacht insurer to let them know this Agreement has been signed as it may invalidate their insurance unless consent by the insurer has been given in writing.

The parties hereto agree and acknowledge as follows:

1. The Owner warrants that he is the Owner, the managing Owner, or the agent with authority of the Owner of the following Boat ("the Boat"):  
Boat Owner: \_\_\_\_\_ Boat Name: \_\_\_\_\_

Make/Model: \_\_\_\_\_ Registration # \_\_\_\_\_; Power: \_\_\_\_\_

Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Tank Capacity: \_\_\_\_\_ Cooking Fuel: \_\_\_\_\_ Max. Watts \_\_\_\_\_

PWC/Dingy: No \_\_\_ Yes \_\_\_ Registration#: \_\_\_\_\_ Fuels Aboard: No \_\_\_ Yes \_\_\_ Specify: \_\_\_\_\_

2. Ben Eoin Marina ("the Marina") agrees to supply and the Owner agrees to pay for the following services (the "Services"):

Shore Power \_\_\_\_\_ Water: \_\_\_\_\_ Pump Out: \_\_\_\_\_ Dockage: \_\_\_\_\_

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

3. The Owner agrees to pay for all Services in accordance with the rates as herein set forth. All fees and charges shall be payable in advance (of occupancy or service). The Marina reserves the right to vary the rates, terms and conditions as set forth herein, at its sole discretion, provided that a variation in rates, terms and conditions as herein set forth shall be binding until the Marina has given notice of such variation to the Owner in writing (the "Notice"). The Notice may be delivered personally to the Owner whereupon the Owner shall have two (2) days from the date the Notice is delivered to repudiate this Agreement. The Notice may also be mailed to the Owner by ordinary mail at the address provided herein. The Owner shall be deemed to have received the Notice eight (8) days from date of mailing and the Owner shall have a further two (2) days to repudiate this Agreement. Upon repudiation of this Agreement, the Owner shall be entitled to obtain a pro rata refund for all services paid but not utilized. Unless the Owner advised the Marina, in writing, within two (2) days following receipt of the Notice of his intention to terminate this Agreement, as varied, the Owner shall be deemed to have irrevocably accepted the variations of the rates, terms and conditions for which he has received Notice.

4. 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.

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

5. In respect of any dockage services or car/trailer parking services contracted for, 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/her by the Marina from time to time with a right to use those facilities, at his/her risk, together with all rights to access those facilities and the Boat and/or equipment for which he/she is licensed to use those facilities, subject to restrictions of special events and activities in the dockage area which will arise from time to time and about which the licensee will be given notice in writing.

6. The Owner agrees to pay the cost of all damage to the Marina's property and to the property of other Marina tenants resulting either directly or indirectly from the Owner's negligence in respect of any act or omission of the Owner or any licensee, invitee, servant, agent, employee, guest, crew member or family member of the Owner. 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 facilities or equipment or the handling of any Boat anywhere on the Marina property by the Owner or his servants, agents or employees. Without in any way limiting the generality of the foregoing, the Owner covenants to indemnify and save harmless the Marina against any loss, cost, suits, claims (including penalties and fines) arising out of or in connection with the discharge or release of any fuel, chemicals, waste or other pollutants or violation of any statute or regulation relating to the use, operation or ownership of the Boat, by the Owner or any licensee, invitee, servant, agent, employee, guest, crew member, or family member of the Owner.

7. The Owner agrees that he/she will not assign this Agreement or sublet the space rented herein without the written consent of the Marina.

8. 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 the Marina premises or which may cause any additional premium to be paid for any such insurance.

9. The Owner agrees that he/she will not make or permit any unlawful, improper, noisy or otherwise offensive use of the Marina property. The Owner agrees to conduct himself/herself in compliance with all Rules and Regulations of the Marina. The Owner shall ensure that his/her 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/her 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.

10. The Marina shall have a lien against the above described Boat, gear and contents for unpaid sums due for use of the Marina facilities, repairs and sales and/or leasing of parts and accessories 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 the Marina premises.

11. The Marina shall not be liable for any claims, howsoever founded, arising out of any cause whatsoever, (whether founded in tort or in contract or otherwise) and including claims for consequential damages, arising out of, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the space and premises herein leased by the Owner or by any person visiting same or being thereon. The Owner agrees to indemnify and save harmless the Marina for and against any and all claims, howsoever founded, arising out of any cause whatsoever (whether founded in tort or in contract or otherwise), and including claims for consequential damages, arising out of, occasioned by or attributable to the nature, construction, design, condition, or state of repair of the Marina or of the space and premises herein leased, whether founded in tort or in contract, and in any manner based upon occasioned or attributable to the presence on, rental, occupancy or use of the Marina or the space and premises herein leased by the Owner or by any person visiting same or being thereon whether founded in tort or in contract.

12. The Owner agrees to move his Boat in accordance with the Marina's instructions and when unattended authorizes the Marina to move the Boat in its discretion at the Owner's expense and risk.

13. This Agreement shall remain in full force and effect for the entire term set out above, unless sooner terminated in accordance with the following conditions, to wit:

- a) The destruction of the mooring facilities by fire, storm, or other calamity.
- b) Any breach of this Agreement, including the Rules and Regulations of the Marina as provided herein which form a part of this Agreement.

14. A waiver of any one or more of the terms and conditions herein contained shall not be deemed to be waiver of any of the other terms and conditions of this Agreement other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.

15. The Owner further agrees that while his/her Boat is on the Marina's premises, he/she shall not hire or permit any person or any company, other than the Marina to perform any labour thereon to the 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/her regular crew from doing such work on his /her Boat, provided such work is approved in writing by the Marina.

16. 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 Boat, or any additional, or substitute Boats. No Owner will be allowed to remove his/her Boat or its equipment until all accounts have been paid in full. The Owner hereby agrees to provide the Marina with notification of any such additional or substitute boats.

17. This Agreement shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns and, all references to the Owner, shall bind the actual Owner or Owners of the Boat and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Owner shall be responsible for all of his/her licensees, and invitees, servants, agents, employees, guests, crew members and family members and ensure that they abide by all the Marina Rules and Regulations and the terms and conditions of the Agreement.

18. 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.

19. In the event of any breach by the Owner of any of his/her obligations hereunder, the Marina shall have the right to terminate this Agreement and expel the Owner or any licensee, invitee, servant, agent, employee, guest, crew member, or family member of the Owner and to remove the Owner's Boat and any equipment of the Owner from the Marina premises. In such event, the Owner

shall be deemed to forfeit any and all monies paid for services hereunder as part compensation for or at the sole option of the Marina, in full satisfaction for, all rights, claims and demands of the Marina in respect of the breach by the Owner.

20. The rights and obligations under this Agreement shall be interpreted and construed in accordance with the laws of the Province of Nova Scotia.

Owner's Signature \_\_\_\_\_

Owner's Address \_\_\_\_\_

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