



BRÜKER MARINA MOORAGE CONTRACT BMM007

I, _____, hereby apply for moorage at Bruker Marina on Kamloops Lake. I, the owner, agree to the provisions of this contract as set out on this page and appearing on the succeeding pages of this contract, as well as to abide by all marina rules and regulations (Terms) and to provide sufficient payment to Bruker Marina for moorage fees as per the contract.

Bruker Marina is available for moorage between April 1-October 31. The vessel being moored is of sole responsibility of the owner, and all fees, the signed contract, and copy of vessel insurance and operators' pleasure craft license is to be provided to Bruker Marina on or before the start date of the contract.

By signing the contract below, the owner hereby represents and warrants that information provided in this application is accurate and authorizes that Bruker Marina and its agents to obtain such credit cards or other information as required to complete a credit investigation. This consent is given pursuant to Section 7 of the Personal Information Protection Act, S.B.C 2003, c.63 and amendments thereto.

This contract contains terms which exclude liability of Bruker Marina for any damage and personal injury that occurs during the time of moorage, and which provide and indemnity to the company. Any vessel moored without a signed contract is subject to being impounded. Bruker Marina assumes no responsibility for the care, security, or protection of the vessel.

Please check the chosen term for moorage:

3 months Fee \$1150.00 + tax ____ **6-month** fee: \$1350.00 + tax ____

Annual fee: \$2150 + tax: ____ plus tax 5%

Overnight: \$25 per night + tax ____

Contract Start Date: _____ Contract End Date: _____

Total Moorage Fees Due: \$ _____

Client Name: _____

Contact Phone #: _____ Alternate Contact #: _____

Address: _____ Postal Code: _____ Province: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone #: _____

Slip #: _____

Vessel Owner: _____

Make and Model of Vessel: _____

Length in Feet: _____

Insurance Company: _____

Insurance Policy #: _____

Pleasure Craft License #: _____

Client Signature: _____ Date: _____

Bruker Marina Management Signature: _____



CONTRACTN TERMS

1. Berth License: This Contract creates a license in favor of the Owner for the use of an assigned berth at the Marina. This Contract is not a lease or a bailment agreement. The Owner shall have no proprietary rights whatsoever to any berth. The Vessel shall only be moored at the berth designated on the face of this Contract. Although the Company may at any time and from time to time require that the Vessel is moored at a different berth. The Company shall have the right at any time and from time to time, without any notice to the Owner and at the sole risk of the Owner, to rearrange the position or orientation, or change the location, of the Vessel, and the Owner hereby appoints the Company as its agent for such purposes.

2. Description of Vessel: The Owner represents and warrants that the description of the Vessel on the face page of this Contract is accurate and complete. If, in the sole and absolute discretion of the Company, the description of the Vessel is inaccurate or incomplete in any respect, whether material or not, the Company may refuse to allow the Vessel to be moored at the Marina or, if the Vessel is already moored at the Marina, the Company may exercise its right of termination pursuant to Section 8 of this Contract.

3. Accounts: The Owner shall reimburse the Company on demand for all losses, costs and expenses incurred by the Company to collect overdue accounts, whether by legal action or otherwise.

4. Marina Use and Safety:

a) The Owner and the Owner's agents, guests, employees, invitees, licensees, contractors, and any other person at the Marina in connection with the Vessel of the Owner's use of the Marina, or for whom the Owner is responsible in law (collectively with the Owner, referred to as the "Owner Parties") shall not carry on any business at the Marina without the prior written consent of the Company, which consent may be withheld by the Company in its sole and absolute discretion.

b) The Owner Parties shall not carry on any activity at the Marina or on the Vessel while it is moored at the Marina that may be deemed by the Company, in the Company's sole and absolute discretion, to be a nuisance

c) The Owner Parties shall not permit any garbage, bilge contents, petroleum products or other organic or inorganic wastes, contaminants or pollutants to be emptied overboard or escape from the Vessel or be deposited anywhere within the Marina except into receptacles provided for that purpose. The Owner Parties shall comply with all environmental laws. Without the express written consent of the Company, the Owner shall not bring any contaminants or pollutants onto the Marina. The Owner shall notify the Company promptly of any breach or suspected breach of this Section and shall indemnify the Company against all loss and expense arising therefrom. No litter or debris shall be left on the Marina except that refuse may be placed in the containers provided for that purpose.

d) If the Vessel is in danger of sinking or is a hazard to other vessels or the Marina, as determine by the Company in its sole and absolute discretion, the Owner at the Owner's expense must remove the vessel from the Marina. The Company may, but is not obligated to, arrange for the removal from the Marina of any vessel which, in the Company's opinion, in its sole and absolute discretion, appears to be in danger of sinking or a hazard to other vessels or the Marina, in which case the Owner will indemnify the Company for the



costs of such removal. The Company shall not be liable for any loss suffered by the Owner Parties or damage to the Vessel by removing the Vessel from the Marina.

5. Terms, Rules and Regulations: The Owner Parties shall comply with the Terms, and with such additional or changed terms, rules or regulations as are from time to time made by the Company, in its sole and absolute discretion. The Terms include, without limitation, the provisions set out in this Contract and on the face page, the Marina Rules and Regulations, the Boat Yard Rules and Regulations, the Contractors' Regulations, and any additional or changed terms, rules or regulations, and all of the foregoing are hereby incorporated as provisions of this Contract. The Owner shall ensure that the Owner Parties comply with the Terms and agrees to indemnify the Company for any failure of any of the Owner Parties to comply with the Terms.

6. Outside businesses in the marina: No marina client shall have rentals, sales, lessons, or business's functioning in or out of the marina without prior written consent, or contract completed and approved. Doing so without agreement in place will result in termination of slip usage.

7. Termination by Company: The Company may terminate this Contract by giving 48 hours' notice to vacate to the Owner if:

- a) Any of the Owner Parties breach any of the terms of this Contract or fail to abide by any of the Terms at any time;
- b) Or the conduct of any of the Owner Parties or the Owner Parties' use of the Marina is, in the sole and absolute discretion of the Company, prejudicial to the orderly and safe operation of the Marina, the safety of other persons or their property, or constitutes a nuisance or annoyance to the Company or its customers.

Otherwise, the Company may at any time and for any reason terminate this Contract by giving 30 day notice to vacate. Upon receiving a notice to vacate, the Owner shall, at the Owner's expense, vacate the berth on or before the date specified in the notice. Any unpaid Fees accruing due or to become due for the balance of the term of the moorage shall thereupon become payable immediately.

8. Survival: Notwithstanding anything in this Contract to the contrary, this Contract shall survive the vacating of the Marina by the Owner or Vessel, and the issuance of a notice to vacate for cause or otherwise by either party to this Contract in no way terminates or rescinds any of the terms, conditions, releases, indemnities or exclusions agreed to herein.

9. Renewal: The Owner may apply to renew this Contract by sending a written renewal notice to the Company. All renewal notices shall be delivered to the Company by the 20th day of the last month. The decision to renew is at the sole and absolute discretion of the Company. As a condition of renewal, the Company may at its sole and absolute discretion vary the provisions of this Contract



10. **Over-holding:** If the Vessel continues to be moored at the Marina after the period applied for on the face of this Contract or after the termination otherwise of the right of the Owner to moor the Vessel at the Marina, the Owner shall promptly pay to the Company for such unauthorized moorage 150% of the present monthly rate charged by the Company in respect of vessels having the similar specifications as the Vessel. The provisions of this Contract shall apply to such unauthorized moorage, except that the Company shall not be deemed to have consented to or permitted such moorage, and such moorage shall be month-to-month.

11. **No Refund:** No refund shall be made of any paid moorage fees in any circumstances.

11. **Limitation of Liability:** THE OWNER IS ADVISED TO CHECK THE VESSEL REGULARLY. The Owner acknowledges that boating and the maintenance of a marine vessel involve many inherent risks, dangers and hazards and hereby agrees and acknowledges that:

- a) The Owner fully assumes and accepts all such risks, dangers and hazards, including without limitation the possibility of personal injury, death, and loss or theft of the Vessel, its contents, and personal property. The Vessel, its contents and any personal property moored or stored at the Marina are done so at the Owner's sole and exclusive risk;
- b) During the duration of this Contract, the Owner shall obtain insurance coverage for the full value of the Vessel, its contents and any personal property moored or stored at the Marina, which insurance shall include without limitation a minimum \$1,000,000.00 third party liability coverage. The owner acknowledges and agrees that the Company shall not be responsible for providing any insurance coverage;
- c) Subject to the rights granted to the Company under Section 8 of this Contract, the Company does not in any way take possession of, or undertake any duty to take care of, any vessel berthed under this Contract or otherwise at the Marina. The Company does not represent that the berth or the floats are fit for any purpose. The Owner accepts the Marina premises on an "as is, where is" basis and acknowledges that, in its own judgment, the Marina is suitable and appropriate for their Vessel;
- d) The Company is not liable or responsible for, and the Owner hereby waives and releases the Company from, any loss, theft, damages or expenses, of any nature whatsoever (including without limitation those arising or resulting from personal injury, death, or loss or theft of or damage to vessels, contents, or personal property, and those suffered or incurred by any of the Owner Parties), however caused, whether by negligence of the Company or the acts of third parties or otherwise;
- e) The Owner shall hold harmless and indemnify the Company in respect of any and all liability for personal injury, death, or loss of or damage to vessels or contents suffered by the Company, any of the Owner Parties, or third parties (including without limitation to any children or minors under the supervision of the Owner or the Owner Parties), as a result of the Owner Parties' attendance at the Marina, or the Owner's mooring or occupying a vessel at the Marina; and
- f) The Owner further agrees to be liable for any loss, damage or destruction caused to the Company's property by the Owner Parties or in connection with the Vessel or the Owner Parties' use of the Marina, and to pay the cost and expenses incurred by the Company in respect of restoring such loss, damage or destruction, within 30 days of receiving an account for the same



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- 12. No Assignment or Sublicense by Owner: This Contract is personal to the Owner. The Owner shall not assign this Contract and shall not sublicense the berth, in either case without the express prior written consent of the Company, which consent may be withheld in the Company's sole and absolute discretion. A person purchasing the Vessel shall not acquire any of the rights arising under this Contract, which will automatically terminate (save and except with respect to the Owner's obligation to pay Fees) upon any change in ownership of all or any part of the Vessel unless the Company, in its sole and absolute discretion, agrees otherwise. Before selling the Vessel, the Owner shall bring this Section to the attention of the prospective purchaser and of any agents acting on behalf of either the Owner or the prospective purchaser
- 13. Notices: Any notices to be given by the Owner in connection with this Contract shall be in writing and delivered to the Company's office at the address on the face of this Contract. Any notices, billings, or other communications to be given to the Owner by the Company may be given in writing to the Owner by mailing it to the address on the face of this Contract, or by posting it on the Vessel, and shall be deemed effectively given three days after being so posted on the Vessel or mailed to the Owner in accordance herewith.
- 14. Marina: The word "Marina" includes without limitation any property or waters owned or leased by the Company.
- 15. No Contra Preferentum: The language in this Contract shall in all cases be construed as a whole and neither strictly for nor strictly against any of the parties to this Contract.
- 16. Governing Law: This Contract shall be in all respects governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia. Each of the parties hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 17. Entire Agreement: This Contract is the entire agreement between the Company and the Owner in respect of the subject matter of this Contract and in respect of any circumstances or events surrounding or arising in connection with the subject matter of this Contract. This Contract cannot be added to or altered except by agreement in writing. There are no representations, warranties, conditions, covenants, agreements or promises of any nature (implied, collateral, statutory or otherwise) binding upon the Company in connection with this Contract or the subject matter of this Contract, or in connection with any circumstances or events surrounding or arising in connection with the subject matter of this Contract, except as expressly set out here

I have read and understand the contract and all of its content regarding, responsibilities, and liabilities.

I except all as is written in this contract.

Boat owner: _____ X Date: _____

Bruker Staff: _____ X Date _____