



# Moorage Registration & Agreement Non-assignable Licence (short term)

\*All moorage guests agree to this policy

Vessel Name or Number ("Vessel"):	Colour:	Length:	Rate per foot:	# of Nights:
Guest Name ("Owner"):		Arrival:		Departure:
Address:		# Guests		
City:		Power Required 30 / 50 amp:		
Prov./State:		Phone:		
P.C./Zip:		Email:		
Vessel Make :				
Credit Card Number:		Exp Date:	Date res. taken	

I have read the terms of the Moorage Agreement available upon request at the resort office and on Taku Resort's web page and agree to be bound by them. I have also received, and agree to follow, the Taku Resort's Marina Guide (attached hereto) and I agree to require my guests, invitees and servants to do the same and to indemnify Taku Resort Ltd. if they fail to do so. If any information provided by me above changes, I agree to promptly provide notification of the changes and to be liable for any loss or damage that I suffer as a result of not providing updated information. **I agree that Taku Resort Ltd., its servants and agents have no liability for any damage to or loss of property belonging to me, my guests, invitees or servants, the Vessel, or for personal injury or death to me or my guests, invitees or servants even if caused by the negligence of Taku Resort Ltd., its servants or agents.** I understand and accept that Taku Resort Ltd. does not provide any security for vessels moored at its Premises.

Date: \_\_\_\_\_ Owner: \_\_\_\_\_

### TERMS OF MOORAGE AGREEMENT

In consideration of payment of the fees, at such moorage rates as specified, Taku Resort Ltd. ("Taku Resort" which name also includes its servants, agents and affiliated companies) grants a license to the Owner to moor a Vessel at the marina operated by Taku Resort (hereinafter the "Premises" which also includes all of Taku Resort's facilities, docks and parking lots) on the following terms:

1. The Vessel may not be berthed at the Premises until the Owner has agreed to accept the terms of this Agreement.
2. Permission to use the berth and Premises commences on the arrival date of the Vessel, unless terminated earlier in accordance with the terms of this Agreement, continues until the departure date indicated above (the "Term"). If the Vessel continues to moor at the Premises with the permission of Taku Resort after the end of the Term, the terms of this Agreement continue to apply, subject to then prevailing moorage rates and subject to any amendments to Taku Resort's standard moorage agreement then in effect.
3. The Owner has inspected the Premises including the assigned space for moorage and accepts them "as is", and agrees that Taku Resort has made no representation, warranty or agreement with respect to the condition of the Premises. The Owner agrees that Taku Resort is not a bailee or warehouse of the Vessel and is only providing the Owner with a non-assignable license to use space for moorage as may be allocated by Taku Resort. This Agreement is not a lease. The Owner remains liable at all times to take care of the Vessel and the Owner's property.
4. The Owner will pay all fees to Taku Resort at the prescribed moorage rates and pay any other sums due and owing, including utility fees or surcharges, within seven days of being invoiced and in any event, before removing the Vessel from the Premises. All overdue invoices will be subject to 18% interest per annum.
5. Taku Resort may re-allocate the space for moorage to be used by the Vessel at its sole discretion and, upon notice, the Owner will move the Vessel to alternative space for moorage. In the event that the Owner has not moved the Vessel within the time prescribed by Taku Resort, Taku Resort reserves the option to move the Vessel. If there is a safety concern or an emergency, Taku Resort has the option to move the Vessel without notice to the Owner. Whenever Taku Resort moves the Vessel, it does so as agent for the Owner and at the Owner's expense and liability and Taku Resort does not become a bailee of the Vessel and is not liable for damage which may result, even if caused by the negligence of Taku Resort.
6. If the Owner connects the Vessel to shore power utility services, the Owner must use an electrical cord approved for marine usage and in compliance with requirements of applicable fire codes. Taku Resort will endeavor to maintain electrical and water utility services, but because third parties supply the utilities, Taku Resort neither guarantees the continuity of utility services nor, with regard to electrical service, the characteristics of such service and its compatibility with the Vessel's electrical protector, if any. Taku Resort has the right to disconnect or refuse utility service to any Vessel, including if payment of invoices is overdue.
7. If the Owner is not the legal owner of the Vessel, the Owner warrants that it is the authorized agent of the Vessel's legal owner and has the legal owner's authority to enter into this Agreement on the legal owner's behalf and to pledge the credit of the Vessel.
8. If moorage or any invoice remains unpaid for 60 days or more, or if there is any breach of either this Agreement or Taku Resort Marina Guide by the Owner, its guests, invitees or servants, this Agreement may be terminated by Taku Resort without notice, although Taku Resort's remedies herein survive and Taku Resort has a lien for any amounts owing pursuant to this Agreement against the Vessel and other property of the Owner notwithstanding that Taku Resort may not have possession of the Vessel or property. If

there is a breach of this Agreement or Taku Resort Rules, Taku Resort may seize the Vessel and even though it is agreed by the Owner that Taku Resort is not a bailee or warehouse of the Vessel, Taku Resort may sell the Vessel as if Taku Resort were a warehouse under the *Warehouse Lien Act* R.S.B.C. 1996, and recover unpaid moorage fees and any other debts or damages due to Taku Resort and any costs including survey fees, towage, storage, bailiff and solicitor and own legal fees incurred by Taku Resort in pursuing its remedies against the Owner and the Vessel.

9. The Owner agrees:

- (a) while at the Premises, the Vessel must be capable of moving under the Vessel's own power and the Owner agrees to demonstrate that it can do so upon request (except during repairs for such a period of time as is approved in advance by Taku Resort);
- (b) to keep the Vessel and its berth area neat, clean/orderly and free from any flammable or dangerous substances, and to store, use and dispose of any flammable or dangerous substances, pollutants or hazardous materials in a manner acceptable to the Taku Resort;
- (c) to abide by Taku Resort Marina Guide, as may be amended from time to time, statutes, regulations and by-laws of municipalities and other governing bodies in any manner affecting the Vessel and the Premises;
- (d) to, at its sole cost, moor, operate, and maintain the Vessel, the moorage lines and associated fixtures required to moor the Vessel, in good order and condition;
- (e) not to do or permit anything to be done by its guests, invitees or servants (which term includes its employees, agents and contractors) which, in the opinion of Taku Resort, may be or become a nuisance or disturbance or in any way constitutes harassment of Taku Resort's employees, managers and directors or the other Taku Resort customers or invitees;
- (f) upon expiry of the Term, to remove the Vessel and the Owner's property from the Premises immediately, and if not removed, to pay Taku Resort on demand all expenses incurred by Taku Resort in storing, moving, or mooring the Vessel and property, and any costs relating thereto, and that Taku Resort undertakes such measures as the Owner's agent and is not liable for any damage or loss which arises as a result, even if caused by Taku Resort's own negligence;
- (g) that Taku Resort is not liable for any loss, damage or expense, including loss of use, to the Vessel or any property, or for personal injury or death or any damage suffered by the Owner, its guests, invitees or servants, even if caused by the negligence of Taku Resort;
- (h) to indemnify and hold harmless Taku Resort, its servants, agents, successors, and assigns from and against all claims for loss, damage or expense, death or injury resulting from any acts or omissions of the Owner, the Vessel and the Owner's guests, invitees or servants including any damage to or theft of property;
- (i) to immediately report any collision with another vessel or damage caused to other vessels or property at the Premises;
- (j) to be liable for any loss, damage or destruction caused to Taku Resort's property and Premises by the Vessel, the Owner or the Owner's guests, invitees or servants, and to pay to Taku Resort the amount required to restore the property or Premises to its state before such damage, within 7 days of receiving an invoice for the same; and
- (k) that if Taku Resort, at its option, arranges emergency services to a Vessel it does so as the agent of the Owner and the Owner will pay for such services within 7 days of being invoiced for the same and before the Vessel leaves the Premises, or at its option, Taku Resort may make a salvage claim.

10. While the Vessel is at the Premises, the Owner will, at its sole expense, maintain protection and indemnity insurance (marine liability insurance) on the Vessel in the minimum amount of \$2,000,000.00 per occurrence. The Owner will provide proof of such insurance Taku Resort upon demand. If the Term of this Agreement is intended to be longer than 30 days, then all such insurance will name Taku Resort as an additional insured and contain a cross liability and severability of interest clause and a waiver of subrogation clause in favour of Taku Resort. The Owner will immediately notify Taku Resort upon cancellation or major changes in the insurance policy.

11. Use of the berth and this license is personal to the Owner and designated Vessel and any person purchasing the Vessel or taking over possession of the Vessel will not acquire rights under this Agreement, or rights to use the berth allocated under this Agreement. The Owner may not assign, sub-assign or transfer this Agreement or use of the berth without the prior written consent of Taku Resort.

12. No modification or amendment of this Agreement will be valid unless in writing and signed by both parties.

13. This Agreement is to be governed by the maritime laws of Canada and laws of British Columbia any dispute, controversy or claims arising out of or relating to this Agreement will be settled by a single arbitrator under the Rules of the ADR Institute of British Columbia. Taku Resort, at its option, may also seek maritime remedies against the Owner and/or the Vessel in the Federal Court of Canada or in B.C. Supreme Court.

14. The Owner agrees that Taku Resort Marina Guide, a current copy of which is attached hereto may be amended from time to time and accepts all such amendments unless the Owner promptly, after being advised of an amendment, gives 10 days' notice and removes the Vessel from the Premises.

## SCHEDULE A

### TAKU RESORT MARINA GUIDE

Taku Resort is very proud to be a member of the Green Marina program and needs your assistance in maintaining that recognition. For more information see [web page] .

1. The Owner will not use the assigned space for moorage for any purpose other than moorage of the Vessel which Vessel must be used solely for personal pleasure use while at the Premises, unless the Owner has obtained advance written consent of Taku Resort.
2. The Vessel must be clearly marked and identified by name or registration/license as required by law.
3. The Owner will abide by and comply with, at its own expense, all laws, rules and regulations of every governmental authority which in any manner relate to or affect its use of the berth, the Premises or the Vessel.
4. The Owner will not do, suffer or permit any act or neglect which may in any manner, directly or indirectly, cause injury or damage to the Premises or which may become a nuisance or interference to any of the users of the Premises, or which may in the opinion of Taku Resort render the Premises or any part thereof less desirable or injure the reputation thereof, and without limitation will not: store inflammable liquids, oily rags, etc.; throw any waste overboard; or pump toilets, bilges, petroleum products, or sinks in or about the Premises.
5. The Owner is responsible for the safe mooring of the Vessel, and will furnish and maintain its own safe and adequate mooring lines and chafing gear. The chafing gear (rubber tires, etc.) will be attached to the Vessel only and not to the floats. Care should be taken not to foul any other berth or access with mooring lines.
6. The Vessel when approaching, using, or leaving Taku Resort floats, or moorings, will do so in a cautious and seamanlike manner, so as not to roll up, swell, or do damage to other craft or to the Premises.
7. Any vessel moored at the Premises without a signed and accepted Moorage Agreement will be impounded.
8. Dinghies and tenders must be clearly marked with registration/license number, or name of the Vessel or Owner, and must not be left on the floats. Boats over 8' in length will not be accepted as dinghies or tenders and separate moorage arrangements must be made for them.
9. The Owner will not store any traps, gear, tools, equipment or any similar items on Taku Resort floats or in or about the Premises.
10. Taku Resort will not be liable for damage to or loss of any property, including vehicles, left at or on the Premises even if caused by the negligence of the Taku Resort its servants or agents.
11. Children under the age of 12 years are not permitted on the Taku Resort floats unless accompanied by an adult and must wear life jackets.
12. The Owner must check its Vessel regularly, especially after heavy winds or rain or any amount of snow. The condition of the canvas coverings and the pumping out of the Vessel is entirely the responsibility of the Owner and Taku Resort has no responsibility to monitor the condition of the Vessel.
13. The Owner, its guests, invitees and servants must conduct themselves in a manner not detrimental to the safety of the Premises and to not disturb the quiet enjoyment of the Premises by others.