

# Lefroy Harbour Resort(s)

727 Harbour Road  
Box 1, Lefroy, Ontario  
L0L 1W0  
(O)705 456 2120 (F) 705 456 3911  
www.lefroyharbour.com

## MARINA LICENSE AGREEMENT

LEFROY HARBOUR RESORTS INC.  
(hereinafter called the "MARINA")  
-and-  
(hereinafter called the (LICENSEE))

IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

**1. Warranty of Ownership:**

- (a) THE LICENSEE warrants and represents that he is the owner of the vessel described in subsection (b) and that he has the necessary power and authority to enter into this Agreement.
- (b) The Vessel to which this agreement applies is described as follows:

This Licence Agreement (hereinafter called the "Agreement") is made between Lefroy Harbour Resort(s) Inc. (hereinafter called the "Marina") and

NAME ("OWNER") \_\_\_\_\_ SLIP # \_\_\_\_\_ DATE \_\_\_\_\_  
 STREET \_\_\_\_\_ CITY \_\_\_\_\_ PROV \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
 RES. \_\_\_\_\_ BUS. \_\_\_\_\_ FAX \_\_\_\_\_ CELL \_\_\_\_\_  
 E-MAIL \_\_\_\_\_ LENGTH \_\_\_\_\_ MAKE \_\_\_\_\_  
 NAME OF BOAT \_\_\_\_\_ YEAR \_\_\_\_\_ BEAM \_\_\_\_\_ MODEL \_\_\_\_\_  
 TRAILER \_\_\_\_\_ PWC \_\_\_\_\_  
 VESSEL REGISTRATION # \_\_\_\_\_  
 INSURANCE CO. \_\_\_\_\_ POLICY # \_\_\_\_\_ EXPIRY DATE \_\_\_\_\_

**(c) (hereinafter referred to as the "VESSEL")**

In the event that the VESSEL is changed, the LICENSEE agrees to provide the MARINA with the full written description of the new VESSEL containing all the information required in subsection (b) above, and such substituted description for the purpose of this agreement shall be deemed to be the original VESSEL description in subsection (b) above.

**2. Term of the License:**

The MARINA hereby grants to the LICENSEE a license to store the VESSEL from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in SLIP NO. \_\_\_\_\_, hereinafter referred to as the "SLIP"). Located at the MARINA'S premises on the 1st. line, in the Township of Innisfil, in the county of Simcoe, in the Province of Ontario. No VESSEL other than the one owned by or in the command of the LICENSEE, his or her spouse, and his or her natural or adopted children (hereinafter referred to as "his immediate family"), shall be permitted to use the SLIP without the prior written consent of the MARINA.

**3. LICENSE FEE:**

- (a) For the use of the SLIP, the LICENSEE agrees to pay a fee of \$ \_\_\_\_\_, payable in advance, or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- (b) The LICENSEE, his immediate family, his visitors, and guests shall be entitled, in common with the MARINA and its other licensees, to use the grounds of the marina property including its washrooms, picnic tables, beach, club house, building facilities, restaurant, and pavilion subject to the provisions of this Agreement.

### SLIP RENEWAL YEAR JANUARY 1 - DECEMBER 31 SLIP FEES

**Payment Option #1**

**Early payment DISCOUNT**  
A 5% discount will be available for all annual slip contracts *paid in full by December 31.*  
*Payments must be on file by December 15 to be eligible.*  
**NO DISCOUNT WILL BE AVAILABLE IF FUNDS RECEIVED AFTER THIS DATE.**

\_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 OWNER #1 (Please Print) OWNER #1 SIGNATURE OWNER #2 (Please Print) OWNER #2 SIGNATURE

**Payment Option #2**

**Quarterly Payment Plan**  
December 31 - February 1 - March 1 - April 1  
All post-dated payments must be on file by December 15  
**SLIP RENTAL WILL BE BASED ON AVAILABILITY AFTER THIS DATE.**

Four Post Dated Cheques Included  CK # \_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_  
 OWNER #1 (Please Print) OWNER #1 SIGNATURE

Please fill in the required information for Credit Card payment authorization  VISA  MASTERCARD  AMERICAN EXPRESS

Credit Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_ X \_\_\_\_\_  
 CUSTOMER'S SIGNATURE DATE

**THIS LICENSE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT ON BOTH SIDES OF THIS AGREEMENT AND THE RULES AND REGULATIONS ATTACHED HERETO AS SCHEDULE 'A'. THE OWNER ACKNOWLEDGES HAVING RECEIVED A TRUE COPY OF THIS MARINE LICENSE AGREEMENT AND SCHEDULE 'A' AND AGREES TO BE BOUND BY THE PROVISIONS THEREOF.**

EXECUTED by the Owner this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_  
 OWNER OWNER

EXECUTED by the Marina this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Per Lefroy Harbour Resort Inc: X \_\_\_\_\_  
 MANAGER SIGNATURE

# MARINA LICENSE AGREEMENT

between:

Lefroy Harbour Resorts Inc.  
-and-

(hereinafter called the "MARINA")

(hereinafter called the "LICENSEE")

IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

#### 4. Rules and Regulations:

(a) The LICENSEE, his immediate family, his visitors, guests, agents, workmen and representatives agree to observe all posted signs, and the rules and regulations annexed hereto as Schedule "A" including those relating to navigation in or about the Marina premises. In the event that the VESSEL or other water craft owned or under the command of the LICENSEE, or his immediate family causes damage to the marina property, the LICENSEE agrees to reimburse the MARINA for the cost of repair of such damage forthwith upon receipt of an invoice thereof. Such amount shall be payable by the LICENSEE without abatement, setoff or counterclaim arising out of any circumstances whatsoever.

#### 5. Limitation of Liability: The LICENSEE agrees that the MARINA SHALL NOT BE LIABLE OR RESPONSIBLE FOR:

(a) the death or personal injury, however caused, that may be suffered or sustained by the LICENSEE, his immediate family, his visitors, guests, agents, employees, workmen, or any other person who may be upon the licensed premises.  
(b) any loss, damage including theft or destruction, or injury, however caused, to any property including the VESSEL and its contents which belong to the LICENSEE, his family, his visitors, guests, employees, workman, agents, or any other person, while such property is on the Marina premises.  
(c) any loss, damage or injury to the VESSEL and its contents as a result of:  
(i) movement of the VESSEL while on or off the MARINA property by any employee, servant, agent, or other representative of the MARINA;  
(ii) movement of the VESSEL for service to the same by any employee, servant, agent or other representative of the MARINA;  
(iii) movement of the VESSEL for transfer to another SLIP for winter storage and service related thereto by an employee, servant, agent or other representative of the MARINA;  
(iv) movement of the VESSEL by an employee, servant, agent, or representative of the MARINA for any other purpose including an emergency situation which may arise.

The LICENSEE specifically authorizes any of the afore-mentioned movements of the VESSEL where the MARINA in its sole discretion deems it advisable and necessary.

#### 6. Indemnification:

Regardless of any insurance held by the MARINA, the LICENSEE shall indemnify and save harmless the MARINA, its agents, employees, servants, representatives, guests, visitors, and licensees from and against any and all claims, demands, liabilities, losses, damages, and injuries of whatsoever kind and nature, and all costs and expenses including but not limited to legal fees on a solicitor and client basis, arising from incidental to the use of the MARINA and its facilities by the LICENSEE his immediate family, his visitors, guests, agents, employees, or workmen. Such use shall include without any limitation, the storage of the VESSEL or any other water craft owned or in command of the LICENSEE, his family or by the MARINA, its employees, servants, agents or representatives.

#### 7. Repairs by LICENSEE:

The parties hereto agree that the LICENSEE may retain workmen, or other agents to repair or maintain the VESSEL while on the MARINA premises provided that the LICENSEE has first received the written consent of the MARINA pertaining thereto. The parties further agree that the MARINA may, notwithstanding the aforementioned consent, require such workmen or other agents or the LICENSEE to cease such repairs to maintenance and/or leave the MARINA premises if they fail to obey the instructions or requirements of the MARINA in connection with the safe and efficient operation of the business of the MARINA. It is further agreed that all such workmen or agents shall register at the MARINA office prior to the effecting any repairs or maintenance. The parties agree that the MARINA shall bill the LICENSEE and the LICENSEE shall pay to the MARINA an administration fee of 20% of the cost of labour and materials supplied by any such workmen or agents. The LICENSEE shall provide the MARINA with satisfactory proof as required by the MARINA to establish the total cost of labour and materials supplied by such workmen or agents. The LICENSEE and the MARINA agree that notwithstanding the charge of 20% for administration fees by the MARINA. The MARINA is not acting as agent or otherwise for or on behalf of any person retained by act or omission due to or caused by any such person retained by the owner. In the event that the LICENSEE retains the MARINA to the effect such repairs or maintenance of the VESSEL while on the MARINA premises there shall be no administration fee.

#### 8. Winter Storage:

In the event that the LICENSEE wishes the VESSEL to be stored over the winter season, the MARINA and the LICENSEE shall agree upon terms of payment for such service, and all the terms and conditions of this Agreement save and except as to the terms of payment shall be deemed to be incorporated into such contract for winter storage. In the event that prior to October 1, the LICENSEE shall fail to notify the MARINA that such winter storage services are required or if the parties fail to agree upon the terms of payment therefore, the LICENSEE hereby authorizes the MARINA to effect such winter storage and to take whatever action is reasonably required in connection therewith. The LICENSEE hereby agrees to pay the MARINA forthwith for all charges related to such winter storage.

#### 9. Default Termination:

(a) The LICENSEE covenants with the MARINA that the MARINA shall have the right to cancel and terminate this Agreement by reason of any one or more of the following:  
(i) if the LICENSEE shall default in payment of any fee, or other charge, expense or cost payable to the MARINA under any part of this Agreement or further agreement or contract pertaining hereto;  
(ii) if the LICENSEE, his immediate family, his visitors, guests, agents, employees or workmen engage in any conduct or act that is contrary to this Agreement;  
(iii) if the LICENSEE, his immediate family, his visitors, guests, agents, employees and workmen violate, breach, or fail to perform any undertaking or covenant contained in this Agreement.  
(iv) if the LICENSEE has given false or misleading information required in the preparation of this Agreement or any document prepared in connection therewith.  
(b) upon such termination, the MARINA may forthwith take possession of the licensed area and at the cost of the owner, remove him, his immediate family, his visitors, guests, agents, and employees, and all their property therefrom, and neither the MARINA nor its officers, servants or agents by liable in damages or otherwise by reason of such termination and removal, and notwithstanding such termination and removal the owner shall pay in full the fees and expenses due under this Agreement. The owner further agrees that he shall pay all costs and

expenses including legal costs on a solicitor and client basis, incurred by the MARINA in enforcing its rights and remedies under this Agreement. Notwithstanding any other rights and remedies under this Agreement LICENSEE acknowledges and agrees that should he fail to pay any amount due and payable under this Agreement or any further agreements or contracts pertaining hereto, or should the LICENSEE become liable to indemnify the MARINA under the terms of this Agreement, the MARINA shall have a lien therefor against the VESSEL and its contents.

(c) Notwithstanding any terms or conditions herein contained, the MARINA, in its sole discretion in addition to any other remedy open to it, may at any time without notice take possession of the VESSEL without process of law until such time as the amount due and payable to the MARINA pursuant to this Agreement is fully satisfied. The LICENSEE further hereby authorizes and empowers the MARINA, its servants, employees, agents or other representatives to enter any place where such VESSEL may be found for the purpose of taking possession thereof. On the occurrence of any such an event or events of default, the LICENSEE hereby irrevocably appoints the MARINA or any of its officers or employers as the LICENSEE'S true and lawful attorney to execute such documents as may be necessary for the purpose of regaining possession of the VESSEL and contents thereof. The LICENSEE shall pay the costs of such repossession including transportation, storage and legal cost on a solicitor and client basis. The LICENSEE agrees that the MARINA may sell the VESSEL and its contents thirty (30) days after the mailing by regular post of a demand for payment of any amounts due and payable pursuant to the Agreement or any further agreements or contracts pertaining hereto. The MARINA may sell the VESSEL and its contents without any further notice at public or private sale and apply to proceeds of such sale toward the amount due and owing including the costs and expenses of sale to the MARINA by the LICENSEE. In the event the proceeds of sale exceed the amount due and payable to the MARINA pursuant to this Agreement such excess amount shall be paid to the LICENSEE. Notwithstanding any such sale by the MARINA, the MARINA may proceed against the LICENSEE in any court of competent jurisdiction against the LICENSEE for any deficiency in amount due to the MARINA.

#### 10. Assignment:

This license is personal to the LICENSEE and may not be assigned for transferred without written consent for the MARINA. The MARINA may assign this license and all or any part of the fees, charges and all other claims or rights to any part of any such assignment, the LICENSEE shall make all payments coming due thereafter to the assignee without offset, counterclaim of defense of any kind.

#### 11. Destruction:

In case of destruction of or damage to the premises, by fire or by any other unavoidable cause, by which the occupation of the SLIP would become impossible or inadvisable, the LICENSEE shall abandon all rights under this Agreement which shall become void from the date of such damage or destruction, and the LICENSEE shall pay the rent proportionately to the time of abandonment and for no further period if this agreement is terminated from the date of such destruction or damage, but in case such an event does not render the occupation of the premises reasonably impossible, then the MARINA shall have the option of repairing the premises with due diligence, the rent shall continue without abatement, and this Agreement shall remain in force without interruption. In either case the LICENSEE shall have no claim for damages or indemnity against the MARINA.

#### 12. Electrical Power:

The LICENSEE agrees not to tamper with the electrical equipment in or about the MARINA nor to attempt to draw power from sources other than provided in the SLIP which is the subject of this Agreement. For any SLIP having a separate metered power supply the LICENSEE shall pay the MARINA for the costs of all metered power as invoiced from time to time by the MARINA. The MARINA shall not be reasonable for any damage to the VESSEL or its contents arising from a failure to provide electrical power.

#### 13. Licensee's Acknowledgement:

THE LICENSEE ACKNOWLEDGES THAT HE HAS READ THE PROVISIONS OF THIS AGREEMENT INCLUDING THE PROVISIONS OF PARAGRAPH 5 HEREOF RELATING TO THE LIMITATION OF LIABILITY OF THE MARINA AND THAT THIS AGREEMENT WOULD NOT BE ENTERED INTO BY THE MARINA BUT FOR THE INCLUSION OF SUCH PROVISIONS BINDING ON THE LICENSEE.

#### 14. Miscellaneous:

(a) This Agreement is one of licensing only, and the LICENSEE does not hereby acquire any right, title, or interest in or to the SLIP, except the right to use it subject to terms hereof.  
(b) LICENSEE agrees to pay the MARINA interest at the rate of 2% per month cumulated monthly on all monies not paid when due.  
(c) The MARINA'S failure to enforce strictly any provisions of this license shall not be construed as a waiver thereof or as excusing the LICENSEE from future performance hereunder.  
(d) This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario. The invalidity of any portion of this license shall not affect the force and effect of the remaining valid portions hereof.  
(e) All notices shall be binding upon the parties hereto if in writing and if sent to the address of the LICENSEE mentioned in paragraph 1 (b) and to the MARINA at Box 1, Lefroy, Ontario, by prepaid Post. Any Notice required to be given pursuant to this Agreement shall be deemed conclusively to have been received, and to have become binding upon the parties hereto, on the business day of the MARINA next following the date of said notice in the post.  
(f) This Agreement and the schedule or schedules annexed hereto constitute the entire agreement between the parties and may not be changed except by and instrument in writing signed by both parties.  
(g) Time is of the essence of his Agreement.  
(h) This Agreement shall be read and construed with all changes in gender and number as may be required by context.  
(i) This license shall be binding and shall endure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.  
(j) This Agreement shall be and become effective upon execution by the MARINA IN WITNESS WHERE OF the parties have duly executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
initial