

PORT CREDIT YACHT CLUB

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Agreement by owner(s) pertaining generally to Berthing, Storage and other services to be provided by the Club

Yacht Name _____

Official Reg No. _____ Licence No. _____

Manufacturer _____ Model _____

Terms of the Contract

In consideration of the Port Credit Yacht Club (the Club) providing a berth and/or storage with respect to the yacht specified above, the person signing this agreement represents and warrants that he/she is the owner, managing owner or the agent of the owners or owners with the authority from such owner or owners of the yacht to enter into this agreement and the following general conditions and regulations apply and shall remain in full force and effect so long as the yacht or substantial yacht is moored at the Club.

For the purposes of this agreement, the term "yacht" includes the vessel and all of her equipment and in particular, but without limiting the generality of the foregoing, her masts, rigging, spars, sails, engines, tenders, electrical and electronic and navigational equipment, stores and furnishings and when on board, personal property of any kind.

The Club, its servants, agents or employees will not be liable for any injury, damage or loss to person or property arising in connection with the use, by the yacht owner or agent, of the Club property or any of the Club services, equipment or other facilities however caused whether or not arising out of the negligence of the Club executive members or Club employees.

The yacht owner or agent will provide the Club with a current Certificate of Liability Insurance equal to, or in excess of, \$2,000,000.00 with respect to liability insurance on his/her vessel, which insurance shall permit the yacht owner's insurers to waive its rights of subrogation against the Club. The owner further warrants that he/she will maintain such coverage and will provide the Club, in writing, with proof of each subsequent renewal.

No outside contractor will be permitted to work on a yacht on Club property unless the owner has provided the Club with written authorization. Notwithstanding such authorization, the access of any contractor to Club property shall be at the sole discretion of the General Manager.

The yacht owner or agent agrees that his/her yacht may be moved from time to time in accordance with the General Managers instructions. When afloat or if "dry sailed" any such move shall be undertaken by the yacht owner or agent and if he/she fails to do so upon reasonable notice, such move may be undertaken by Club personnel at the yacht owner's risk and expense and the yacht owner or agent hereby authorizes the Club and its personnel to undertake such move, provided that when moving the yacht is considered necessary by the General Manager for its own protection or the protection of other yachts or the Club property, the yacht may be moved without notice to the yacht owner or agent.

The yacht owner or agent may, until March 31 of any calendar year, relinquish the assigned mooring without being liable for the annual mooring fee.

The yacht owner or agent agrees to abide by all Club Rules, Launching and Haul-Out regulations and Mooring Policy Regulations including, but not limited to, Article 11.04 (see below) of the Club's Regulations.

11.04 All yachts in wet moorings will be secured by lines of a recognized safe mooring material, in good condition of an ultimate tensile strength that is equal to at least 50% of the weight of the yacht, but not less than the equivalent of three-eighths (3/8") nylon. There will be at least two bowlines or stern lines at the inboard end of the finger dock, depending on the direction of the yacht. There will be two spring lines --one forward and one aft.

The yacht owner or agent will ensure that the yacht's name and/or registration number is clearly and prominently displayed on the vessel's hull. If a yacht tender (small rowing dinghy) is to be kept in the Club's racks, the assigned rack number is to be clearly displayed on the transom.

The yacht owner or agent will ensure that the yacht will be provided with all the mandatory equipment required by the Small Vessels Regulations.

The yacht shall not be fuelled at its mooring.

The Club shall have a lien against the yacht for unpaid amounts due for service supplied to the yacht including the use of berths, moorings and storage. In addition to the lien herein provided, the Club shall also have a lien under the repair and Storage Liens Act against the yacht.

If a yacht sinks or burns at her berth or mooring, the yacht's owner or agent shall remove the wreck forthwith and if he/she should fail to do so, then the Club may move the same at the yacht owners or agents expense and the costs thereof shall be a debt due from the yacht owner or agent to the Club.

The yacht owner or agent agrees to pay the costs of all damage to the Club's property or to the property of those persons on or about the Club property including yachts, resulting either directly or indirectly from the willful act or negligence of the yacht's owner, his/her servants, agents or contractors and the yacht's owner shall indemnify and save the Club, its servants, agents or employees harmless against any loss, costs, suit or claim arising out of the use of the Club's facilities by the yacht owner or the owner's yacht and its operation.

I accept the conditions herein set out which I have read and understood and I agree that I, and the yacht named above, shall be bound by all the said conditions and regulations.

Signature _____ Date _____