



DOCKAGE AGREEMENT

Between **Pointe du Chêne Yacht Club Ltd.** (Yacht Club) and _____ (**Owner**)
WITNESSED THAT, in consideration of rents, covenants and agreements hereinafter reserved and contained as set out below on the part of the OWNER and subject to the Terms & Conditions and the Rules & Regulations of the Corporation, the **Parties** agree that the **Owner** shall rent space at the **Yacht Club**, Pointe du Chêne Wharf, New Brunswick, as hereinafter set forth.

Home Address: _____ **City** _____ **Prov.** _____ **Code** _____
Home Ph: _____ **Business Ph:** _____ **Fax:** _____
Bus. Address: _____ **City** _____ **Prov.** _____ **Code** _____
E-mail: _____

Captain's Name (if applicable): _____
Name of Boat: _____ **Type of Boat: (Power)** _____ **(Sail)** _____
Registry Number: _____ **Length OA:** _____ **Draft:** _____ **Beam:** _____
Insurance Co: _____ **Agent:** _____ **Policy #:** _____

Dated this _____ **day of** _____, **20** _____

Owner/Captain _____ **Witness:** _____

Pointe du Chêne Yacht Club

By: _____

TERMS AND CONDITIONS

1. The Yacht Club hereby rents for the term of *daily* (), *weekly* (), *seasonal* () beginning _____, 20 ____ dockage space described as Dock No. _____ Pier No. _____, to the Owner who agrees to pay the Yacht Club for said dockage space at the rate of _____ payable as follows _____.

This contract is automatically renewed at current posted rates, upon consent of both parties.

The Yacht Club hereby acknowledges receipt of a rental deposit from the Owner in the amount of _____ in payment of the last _____ rent.

2. The privilege of living aboard the aforesaid boat is (), is not () given.
3. The Yacht Club shall have a lien against the above described boat in the event of default payment of rent.



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4. This agreement is for the use of dock space only and such space is to be used as the sole risk of the Owner, the Yacht Club shall not be liable for the care or the protection of the boat, contents, gear or equipment howsoever occasioned. The yacht Club makes no warranty of any kind as to the condition of the docks, walks, gangways or mooring gear and equipment, nor shall the Yacht Club be liable for injuries to the person or property or the Owner, his agents, employees or guests from any cause or circumstance.
5. (a) The Owner agrees to have his boat covered by liability and property damage insurance not less than \$1,000,000.00. It is expressly agreed by the Owner that the Corporation is not in any way an insurer for personal injury, loss of life, property loss, or property damage to the above described boat, motor accessories or contents thereof due to fire, theft, vandalism, collision, marina equipment failure, windstorm, hurricane, rain, or other casualty loss, or the negligence of the Corporation, its employees, and agents, whether founded in tort or in contract and including claims for consequential damages, arising out, occasioned by, or attributable to the nature, construction, design, condition or state of repair of the Corporation's premises or of the space and premises herein leased, nor arising out of, occasioned by, or attributable to the presence on, rental occupancy or use of the Yacht Club or of the space and premises herein leased by the Owner or by any person including guests and or invitee or being thereon whether founded in tort or in contract. The Owner himself, his family, invitee, employees, agents, heirs, assigns and subrogees agrees to indemnify and save harmless the Corporation's facilities, its employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Yacht Club's facilities or of the space and premises herein leased by the Owner or any person visiting same or being thereon whether founded in tort or in contract.
5. (b) **Prior to mooring their boat, an Owner shall provide proof of insurance as referred to in paragraph 5(a)**
6. This agreement may be terminated by the Yacht Club at its option upon the occurrence of any of the following conditions, to wit:
 - (a) The destruction of the docking facilities for any reason whatsoever;
 - (b) Any breach of this agreement, including the Rules and Regulations of the Yacht Club;
 - (c) Sale of Owner's boat.
7. In the event this agreement is terminated by the Yacht Club in accordance with paragraph 5(b) or 5(c) hereof or for non-payment of rent when due, the Yacht Club may move his boat from the particular space rented to any other mooring place.
8. The Owner agrees that in case of emergency, the Yacht club may move his boat from the particular space rented to any other mooring place.
9. The Owner agrees to hold the Yacht Club harmless and indemnify it for all loss, damage or liability of any kind caused or claimed by reason of any acts or failure to act on part of the Owner or his agents, employees or guests in the use of the space for his boat or in use of other facilities of the Pointe du Chêne Yacht Club Ltd.
10. This agreement shall not be assigned or sublet without the written approval of the manager.
11. The Yacht Club reserves the right to sub-rent the space during the period that the assigned boat is absent or during such period as the Owner has informed the Yacht Club his boat will be absent.
12. Waiver of conditions by the Yacht Club shall not be deemed to be a continuing waiver.
13. The Yacht Club shall recover all unpaid rent, expenses, including reasonable attorney's fees, incurred as a result of the breach of any term or condition of this agreement, including Rules and Regulations as posted, on the part of the Owner, and the deposit, if any, may be applied against amount owed.
14. The Owner agrees to pay promptly such additional fees as may be agreed upon by the Owner for the cost of care, custody or control of his boat.
15. There shall be no refund on portion of rental deposit or reservation not use.
16. It is the responsibility of the owner to be informed of the "Terms and Conditions" and the "Rules and Regulations of the **Pointe du Chêne Yacht Club Ltd.**