



GITCHEE GUMEE RESORT MARINA

296 Haviland Shores Drive, Goulais, ON P0S 1E0
gitcheegumeemarina@gmail.com
705-649-2585

2025 Dockage Agreement Form

May 17 – Oct 1

Assigned Dock # : _____ Member # : _____ (Office use only)

Between: **Gitchee Gumee Resort and Marina Inc., GGM**

AND Name: _____, The Owner(s)

Address: _____

Email: _____ Phone: _____

Boat Name: _____ Sail: _____ Power: _____

Make: _____ Registration #: _____

Motor: _____ Trailer Make: _____ Trailer Licence #: _____

Outdoor trailer storage is included in membership. Please indicate if you intend to store trailer: **YES NO**

Length: _____ ft x Rate: \$ 40.00/ft, or \$1000.00 minimum: \$ _____

Plus 2025 Private Membership: + \$ 500.00

13% HST: \$ _____

CK# _____ or Etran# _____ Total: \$ _____

Cheque Mailing address: 296 Havilland Shores Dr, Goulais, ON P0S 1E0 OR E-transfer to gitcheegumeemarina@gmail.com

Please review the following Licence conditions as to which your signature indicates your acceptance and understanding:

Licence Only: In respect of the services provided for in this Licence, the Owner acknowledges that he/she is a Licensee in respect of the dockage spaces and/or the car/trailer parking spaces which may be assigned to him/her by the Marina from time to time with a right to use those facilities, at his/her own risk, together with all rights to access those facilities and the Boat and/or car or trailer for which he/she is Licensed to use those facilities. This Licence's conditions and rules will be extended by the Marina at its discretion with revised conditions if applicable.

Specific Space: This Licence does not grant or extend rights to the Owner with respect to any specific dockage space and/or car/trailer parking space throughout the term of this Licence. The Marina may require the Owner to move the Boat, car or trailer and/or equipment, or any of them, to another dockage space or parking space as the Marina considers appropriate. The Owner agrees to move the Boat in accordance with the Marina's instructions and authorizes the Marina to move the Boat at the Owner's risk when unattended.

Indemnity: The Owner agrees to pay the costs of all damage to the Marina's property and to the property of other occupants of the Marina resulting directly or indirectly from the Owner's negligence or negligence of his/her agents, invitees, crew, family members or guests. Without limiting the foregoing, the Owner covenants to indemnify and save harmless the Marina against any loss, cost, suits, claims (including penalties and fines) arising out of or in connection with the discharge or release of any fuel, chemicals, waste or other pollutants, or violation of any statute or regulation relating to the use, operation or ownership of the Boat by the Owner, his/her agents, invitees, crew, family members or guests. The Owner represents and warrants that his/her Boat is a pleasure craft, registered, identified, and equipped in accordance with all applicable laws and that it will be operated under its own power in accordance with the Safe Boating Principles in the Marina area.

No Duty to Inspect or Maintain: The Owner acknowledges that the Marina does not assume any duty to care for the Boat, car, trailer, or equipment or to prevent loss or damage thereto while the Boat, car, trailer, or equipment is on the Marina premises. The Owner hereby releases and discharges the Marina, its employees, agents and representatives from all actions, causes of action, claims and demands in relation to damage to the Boat, car, trailer and any equipment brought onto the Marina's premises under the Licence, as well as for personal injury sustained by the Owner, his/her invitees, crew, family and guests or any third party while on the Marina premises pursuant to this Licence, unless such damage or injury is caused by the gross negligence of the Marina.

No Assignment or Sublet: The Owner agrees that he/she will not assign this Licence or sublet the space rented herein without the prior written consent of the Marina.

Insurance: The Owner agrees that he/she will not do or permit to be done any act or thing which may make void or voidable any insurance upon the Boat, any property, or any part thereof upon the Marina premises or which may cause any additional premium to be paid for any such insurance. The Owner shall indemnify the Marina for the costs of any increased insurance premium required to be paid by the Marina.

Rules and Regulations: The Owner agrees to conduct himself/herself in compliance with all rules and regulations of the Marina. The Owner shall ensure that his/her invitees, crew, family members and guests conduct themselves in accordance with the rules and regulations of the Marina. The Marina shall have the right to amend the rules and regulations as it deems appropriate. The Marina shall have the right to immediately terminate this Licence if the Owner or his/her invitees, crew, family members or guests fail to comply with the rules and regulations. The Owner hereby acknowledges having read and understood the rules and regulations of the Marina.

Repair and Storage Liens: The Marina shall have a lien against the Boat, its contents, trailer, and equipment pursuant to the Repair and Storage liens Act, R.S.O. 1990 c.R.25 (the 'Act') for all unpaid sums due under this Licence as a storer and/or repairer. The Marina shall be entitled to retain possession of the Boat, its contents, trailer and equipment, or any of them, until the Owner's account has been paid in full and may exercise all rights and remedies as provided for in the Act. The Marina shall be entitled to sell or otherwise dispose of the Boat, its contents, trailer and equipment in accordance with the Act for all amounts owing by the Owner to the Marina.

Termination: This Licence shall remain in full force and effect for the term set out herein, unless terminated as a result of the following conditions:

(a) The destruction of mooring facilities by fires, storms or other calamities.

(b) Any breach of this Licence, including the rules and regulations, by the Owner.

The Marina shall be entitled to terminate this Licence immediately upon the occurrence of the above events.

No Waiver: A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions of this Licence other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.

Third Party Service: The Owner further agrees that while his/her Boat is on the Marina's premises, he or she shall not hire or permit any person or any company, other than the Marina, to perform any labour thereon or to make installation of equipment thereon, it being understood that the Marina does not permit third parties to complete or conduct labour or services on its premises without its express written authorization due to insurance and occupiers' liability concerns. When the Marina does not directly offer these services, permission from the Marina administration must be obtained for an offsite company to work on the Marina premises. The foregoing limitation is not intended to prevent the Owner or his/her regular crew from doing such work on his/her Boat, provided such work is approved in writing by the Marina.

Notice of Replacement Boat: The Owner agrees that the terms of this Licence shall apply to the Boat or any additional or substitute boats brought onto the Marina premises by the Owner. The Owner hereby agrees to provide the Marina with notification of any such additional or substitute boat.

Corporate Authority: If the Owner is a corporation, the person signing this Licence hereby acknowledges as follows:

(i) that he or she has the authority to bind the corporation; and

(ii) that the Owner has all necessary corporate power, authority, and capacity to enter into this Licence and to perform its obligations under this Licence; and,

(iii) that the execution and delivery of this Licence and the consummation of the transaction contemplated under it have been duly authorized by all necessary corporate actions on the part of the Owner.

Rules and Regulations in the Marina:

01. Periodic safety inspections may be required by the employees of the Marina and a boat may be boarded by Marina employees in the event of an emergency which may, in the opinion of the Marina, exist.

02. It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the Marina and, if not acceptable, Marina staff will adequately secure the boats and assess appropriate service fees.

03. No refuse of any kind will be thrown onto the property or overboard, and that garbage and recyclable material must remain with and be taken off the property with the Owner.

04. No bilge pumps are to be turned on in the harbour and all applicable environmental laws shall be adhered to.

05. Owners understand that there is no fuel offered at the Marina. It is the Owner's responsibility to ensure of proper fuel levels for the Boat to be removed from the premises and to take proper care of fuel transportation and filling.

06. Painting, scraping, or repairing of gear will not be permitted in the Marina with the extent of repairs and/or maintenance to be made in any case at the discretion of the Marina. The Clean Marine Policy and Rules of the Marina must be adhered to.

07. Charcoal fires or gas barbeques will not be permitted within the confines of the Marina area.

08. Keep noise levels to a minimum at all times and exercise reasonable care in the operation of generators, engines, radios, etc., so as not to cause a nuisance to others.

09. Swimming or fishing is not permitted in the Marina.

10. Young children must be accompanied by adults at all times, and they must wear life jackets when in boats or near the water. Closed shoes and approved personal floatation devices must be worn by all clientele and guests while on the docks and waterfront property.

11. Pets shall be leashed within the confines of the Marina and fecal matter picked up and taken with the Owner to dispose of off the property.

12. The Owner agrees that he/she will not store supplies, accessories, debris or other materials on the docks and that he/she will not construct access thereon any docks, parking, driveways or other structures without written permission of the Marina.

13. In the event that a boat sinks at the dock or elsewhere in the Marina area, the Owner agrees to remove such wreck immediately. If the Owner fails to do so, the Marina will remove the wreck at the Owner's risk and expense.

14. All personal property must be removed from the Marina areas upon termination of the Licence.

15. All power and auxiliary power vessels will be under said power when entering or leaving the harbour.

Executors, Heirs, Administrators: This Licence shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns and all references to the Owner shall bind the actual Owner or Owners of the Boat and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Entire Licence: This Licence shall constitute the entire Licence between the parties. There is no representation, warranty, condition, or collateral agreement affecting this Licence other than as expressed herein in writing and any amendments hereto must be made in writing and signed by the Owner and Marina. The Licence shall be read with all changes of gender and number required by the context.

Jurisdiction: The rights and obligations under this Licence shall be interpreted and construed in accordance with the laws of the Province of Ontario.

Waiver of Claims, Release of Liability: The Owner hereby waives any and all claims that I have, or may have in the future, against the Marina. The Owner hereby releases and forever discharges and holds harmless the Marina from any and all liability, claims and demands of whatever kind of nature including, but not limited to, any loss, damage, injury, including death, or expense that the Owner may suffer, either directly or indirectly, either in law or in equity, which arise, or may hereafter arise from my use of the Marina and its premises and waters, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, R.S.O. 1990, c. o 2, on the part of the Marina.

I/we the owner(s) of the above described vessel agree that The Marina is released from any and all liability for damages or loss no matter how it occurs to the vessel, motor, equipment, vehicle, person, or guest while vessel is on premises (in the water or on land) and agree that the above property is insured by me/us against any loss or damage, and hold Gitchee Gumees Resort & Marina safe from any and all liabilities. My signature constitutes my acceptance, agreement, and compliance with the Licence terms above.

Date: _____

Signature: _____