



Thornbury Municipal Harbour

Land Storage Agreement (2017-2018)

I/We, _____ (Owner(s)) hereby make application for Land Storage and agree, accept and acknowledge the following terms and conditions which pertain to the Boat, Motor and Equipment of the Owner(s) as described in a previously executed Licence of Occupation and any Chattels found in, on and around said Boat. I/We agree that the following rates will apply, and hereby enclose my cheque:

Land Storage Rate \$10.74 Per Foot

I/We, the sole Owner(s) of the Boat agree that no human habitation or human occupation will take place on or in and around the Boat from **October 15th, 2017** until **May 14th, 2018** or while on Land Storage. The Town of The Blue Mountains (Town) is released from liability for damages or loss no matter how it occurs to the Boat, Motor and Equipment and any Chattels while located on the property of the Town, and further agree that the subject Boat, Motor and Equipment and any Chattels are insured by me/us against any loss or damage while located on the property of the Town.

The Town shall have a lien against the Boat, Motor and Equipment and any Chattels for unpaid sums due for use of the Town facilities, purchase of any good or service and for any damage caused or contributed by the Owner(s) to any docks or property of the Town or any other person on the Town premises. In addition to the liens provided for, the Town shall have liens under The Repair and Storage Liens Act, 1990 (Ontario) R.25 as amended, or such other replacement or successor status.

It is expressly acknowledged that this Land Storage Agreement shall create a licence agreement between the Owner(s) and the Town wherein the Owner(s) is licenced to use the storage space and area, from time to time designated by the Town, for Land Storage of the Owner(s) Boat, being from haul-out in **October, 2017** to launch day in **May, 2018**. The Owner(s) agrees that the Town does not assume any duty to care for the Boat, Motor and Equipment and any Chattels or to prevent loss or damage thereto.

The Owner agrees to comply with all the terms of this Agreement and with all the rules and regulations posted from time to time in Thornbury Harbour and in the event that the Owner(s) and their passengers, crew or guests breaches any term of this Agreement or contravenes any of the posted rules and regulations, the Town may, in its absolute discretion, by notice, terminate the Agreement immediately, and the Town may remove the boat from the facility at the Owner(s) expense and risk and retake possession of the facility immediately.

The Owner(s) agrees to have their boat insured with complete marine coverage including liability and to furnish the Town with proof of this coverage. Each owner will be held responsible for damage they may cause to other boats in the Thornbury Harbour area.

It is understood and agreed that any boat may be subject to periodic inspection by the employees of the Town who may, for this purpose, board the boat at any time, and that the boat may be boarded by said employees in the event of any emergency which may, in the opinion of the Town exist.

The Owner(s) understands and agrees that no refuse of any kind will be thrown overboard and that garbage must be deposited in the bins supplied for that purpose.

The Owner(s) agrees to only minor repair work on boats; extent of allowable repair work to be determined by Staff as outlined in the Vessel Maintenance Policy of the Thornbury Harbour. All sanding must be contained by using appropriate vacuum systems and coverings to prevent non organic particles from contaminating the environment.

All Boats, cradles, trailers, storage materials must be removed from the Thornbury Harbour lands by **June 1st, 2018**.

Owner(s) Name(s): _____

Mailing Address: _____

Phone Number(s): _____

Email Address: _____

Boat Name: _____ Boat Length: _____

Boat Registration Number: _____

Owner(s) Signature: _____ Date: _____

Please provide a copy of the certificate of insurance for the boat named above.

Office Use Only

Date Received: _____

Receipt No.: _____

Insurance Certificate Received