



**Name:** \_\_\_\_\_ **DD/MM/YYYY:** \_\_\_\_\_

No changes: _____ (initial)			
Address: _____			
City: _____	Province: _____	Country: _____	
Postal Code: _____	Email: _____		
Phone (Cell/Home): _____	Phone (Work): _____		
Motor Vessel <input type="checkbox"/>	Sail Vessel <input type="checkbox"/>	Fishing Vessel <input type="checkbox"/>	Vessel Name: _____
Model: _____	Engine: _____		
Colour – Topsides: _____	Bottom: _____		
Length Overall: _____	Beam: _____	Draft: _____	Mast Height: _____

**INSURANCE**

You must maintain all risk insurance coverage of your vessel, with a policy limit of at least \$1,000,000, in force at all times that your vessel, equipment, or other property is on SWMS property. You must provide proof of this insurance before your vessel is stored, hauled or launched. **Please provide a copy of your policy to the marina office.**

**CONTRACT TERMS**

This document is a contract for services between you and Shining Waters Marine Services Ltd. (“SWMS”), for the storage of your vessel. By signing this document, you agree to the terms described below, you agree that you are the lawful owner of any vessel, equipment, or other property which you provide to SWMS to store, haul, launch, or use, and you warrant that any such property is not a danger or otherwise hazardous and that it is fit for the purpose for which it was provided to SWMS. SWMS may terminate this contract for any reason, upon 30 days written notice to your address on file.

**Scope of Services:** SWMS will rent the customer space for outside winter storage and/or summer storage on SWMS property. Customers that rent optional stands from SWMS will additionally be provided with routine monitoring of stands during the storage period. SWMS will provide garbage and recycling bins, 15AMP power and non-potable water when the weather is consistently above freezing temperatures. Potable water is available from a tap on the main building year round and on the docks during the season. SWMS will block your vessel according to Brownell stand recommendations. Water storage customer’s tenders may be launched and tied up on the designated tender dock at “the customers” own risk. Two (2) video surveillance cameras cover the docks from the shore with limited resolution and store footage for approximately one (1) month. Liveboard’s power use will be metered and charged per kw/h at NS Power current rate.

SWMS will also, at your request, haul or launch your vessel. SWMS will use a Marine Travelift or a boat trailer at our own discretion. SWMS will use the marked lifting points of the vessel. If there are no marked points, you must provide SWMS with accurate vessel drawing before it is hauled or launched. Customers are not permitted to be on or near the vessel while in SWMS equipment.

**Fees:** SWMS posts rate sheets for vessel storage and for hauling or launching vessels. These sheets may be updated from time to time, without notice.

The fee for hauling or launching your vessel will be calculated per linear foot of vessel length, at the rate indicated on the most recently posted rate sheet. If your vessel has already been hauled or launched before cancellation, a fee of \$250 will apply.

There is a refundable \$5,000 disposal fee before any vessels in derelict condition are stored, hauled or launched by SWMS.

The fee for storage will be calculated per square foot at the winter, summer, daily or weekly rate posted on the current year price sheet, as applicable, with the square footage of the vessel calculated by: maximum beam ("Beam") × length overall ("LOA"). Storage seasons are, Winter: September 1 - June 30; and Summer: July 1 - August 31. The customer will be provided grace on the service dock until 8AM of the following day – if the vessel is still there, it will be moved to a mooring at the customer's expense.

There is an additional fee for 30 & 50AMP outlets , charged by the outlet.

**Payment & Delinquency:** Hauling and launching fees must be paid before your vessel is hauled or launched. All outstanding debt to SWMS must be paid before your vessel is hauled or launched.

Storage fees may be paid monthly, or for a set term of storage. Monthly storage fees are due on the first of each month, and can be paid by post-dated cheque, pre-payment EFT, or by credit card saved on file. Should a customer want to terminate the storage contract before the end of the set storage season they will not be refunded. If a customer is concerned about early termination, they need to be on the monthly payment plan.

All balances owing to SWMS which are still outstanding after 30 calendar days will be charged interest at an annual rate of 19.99%. If any such amount is still outstanding after 90 calendar days, SWMS may place a lien upon your vessel, equipment, or other property, or may sell or otherwise dispose of any of your property which remains in SWMS' possession, at its sole discretion and without notice to you.

**Liability:** SWMS is not liable for any personal injury (including death) which you, or your agents or invitees experience on SWMS property, or for any damage which occurs to or is caused by your vessel, equipment, or other property while it is being stored, moved, launched, or used on SWMS property, except for harm or damage caused by SWMS' own negligence

You will indemnify SWMS for all damages, losses, and expenses caused by your vessel, equipment, or other property; by your violation of this contract or any SWMS rule; by your own negligence or malfeasance; or by the negligence or malfeasance of any of your agents or invitees.

**Outdoor Storage Rules:** You and your agents and invitees must follow all posted SWMS rules. From time to time, without notice, SWMS may post changes or additions to the SWMS rules. SWMS rules currently include the following:

- 1) The customer will not use electric space heaters unattended or overnight – you will be unplugged if in violation
- 2) The customer will not tie anything to boat stands – anything tied to a stand will be cut off by SWMS staff
- 3) The customer will not discharge sewage/black water or any oil or chemical onto the ground – you will be required to arrange cleanup, otherwise you will be billed for cleanup
- 4) The customer will not sand antifoul, paint or fiberglass without an attached vacuum/suction system
- 5) Boat stands must be chained together as per Brownell recommendations
- 6) The customer will prevent and rigging from excess noise/slapping - repeat offenders will be billed yard labour
- 7) Garbage will not accumulate under your property. After a warning the customer will be charged for cleanup

**Water Storage Rules:**

- 1) The customer is responsible for the conduct of their guests
- 2) Customers are responsible to ensure their vessels are tied securely at all times
- 3) During named storms SWMS docks are evacuated. It is the customers responsibility to arrange plans for their property
- 4) Customers cannot discharge black water or dirty bilges in the marina – you may be liable for the costs of cleanup

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date