



MARINA MOORAGE AGREEMENT

Dear

On behalf of the Sooke Harbour Resort & Marina, thank you for allowing us to serve your moorage needs.

We offer our marina guests and charter boats the very best marina to operate from in the Sooke Basin. Security, deep water access, safe docks, a great location and skilled boaters that both respect each other and the waterways is our mandate. Our marina guests are expected to participate in our marina watch program to minimize loss and communicate with our team if they notice any suspicious behaviour.

Sooke Harbour Resort & Marina's design offers convenience and leisure for visiting guests, owners of the resort, and marina guests. Our marina and resort will be filled with local fisherman, charter companies, owners and tourists alike. Our mission is to have a luxury resort where every person who stays in our units or moors a boat in our marina feels welcome, safe and proud to be a part of Sooke Harbour Resort & Marina.

Guests of the marina will have limited access to the resort amenities. A marina washroom and shower is located on the back of the commercial building and can be used by all guests 24 hours a day. Please be respectful of the washroom, as security measures will be taken if these facilities are abused. Please note that marina guests are not permitted use of the on-site hot tubs at any time.

Please find below a summarization of the terms and conditions that must be respected and adhered to.

Thank you,

Tony MacDonald
Area General Manager - Sooke
Sooke Harbour Resort & Marina
reservations@sookeharbourmarina.ca
250-642-3236

TERMS & CONDITIONS

I understand and agree to the following:

- Paid parking in the marina parking lot is in effect year- round. All moorage guests will receive a parking pass with complimentary parking for **one** vehicle valid for November 1 to March 31 only. Paid parking is in effect from April 1 to October 31 for you or your guests using parking areas on the resort. The hourly, daily or overnight rates will need to be purchased through the online parking application. Alternatively, parking rates can be paid directly to guest services agents during office hours. Any vehicle that has not been registered as paid either through the parking system or at the front desk will be towed at the owner's expense. Parking is limited and availability is not guaranteed.
- Short term parking is available for marina guests to load and unload at the bottom of the property for up to 20 minutes but must then park their vehicles in the upper lot. Vehicles that are parked in the loading zones without permission for longer than 20 minutes may be towed at the owner's expense.
- We now have a refer-a-friend program. Any new annual moorage bookings that are received as a referral from a current annual guest, the current guest will receive 15% off their annual moorage renewal for the following year.
- Power outlets are limited and access is not guaranteed. If your vessel is connected to power without approval a \$15 daily charge will be applied on top of the standard \$11 daily charge.
- Each boat moored at the Marina will receive one key fob for entering the marina. Additional key fobs and replacements are \$50.00 plus tax. All key fobs are to be returned at the conclusion of the moorage term if moorage is not being renewed or the key replacement fee will be charged.
- The purpose of this agreement does not permit any charter or fee-for-service operation at Sooke Harbour Resort & Marina. Additional fees apply to operate a business at the marina. Failure to disclose, will result in immediate termination of moorage.
- The parking of trailers on site is not permitted at any time.
- **The 5km speed limit on roads around the resort must be respected at all times.**
- Wheelbarrows must be returned after each use.
- Garbage facilities may not be used for household garbage or excess quantities or toxic materials. Guests must deposit organic materials in the green totes only.
- In order to maximize safety, guests should ensure they do not leave items on the wharfs.
- The restroom should be left in a clean and orderly fashion after use.
- The cleaning station must be sprayed and cleaned after each use.
- Guests cleaning their boats on the boat ramp are strongly encouraged to defer to those launching their boats as a matter of courtesy. No chemicals, including bleach, are permitted for cleaning use on the property.

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TERMS & CONDITIONS

- Each guest will help with property security. Please know your neighbour and make us aware of questionable behaviour.
- Sooke Harbour Resort & Marina is not responsible for lost or damaged items on the marina. Please protect your belongings and keep valid insurance.
- Launching is permitted during office hours only. Marina guests should make the resort staff aware before using the launching facilities. Only through pre-arrangement, with 48 hours advance notice, will the launch be open outside of posted office hours.
- Sooke Harbour Resort & Marina reserves the right to cancel moorage contracts at any time without a refund for failing to adhere to policies, terms of agreement or pay moorage or associated fees. This will result in suspension of access to Marina.
- Slip numbers are not guaranteed. While we will take preferences into account, they will be assigned according to best fit as determined by guest services agents.
- Moorage rates are based on the slip and not on the length of a boat unless the boat length exceeds the slip length. There is a maximum length of boat permissible for each slip. The guest services agents will inform guests of these maximums.
- Any vessel owners with late moorage payments or NSF cheques will be charged an additional \$35.00.
- Moorage will need to be paid in full if any more than one NSF incident occurs. If full payment is not made the rental agreement will be cancelled.
- Moorage will be reviewed and may be cancelled without refund if any complaints are received regarding Marina guest behaviour, vessel concerns or negative impact on the environment.
- Marina guests are fully responsible for the actions of any of their guests.
- Pumping out is not permitted at the Marina. Please utilize a pump out station or current federal regulations as related to release of waste.
- All vessel owners that moor on an annual or monthly basis must complete and sign a Moorage Agreement, as well as remit the following:
 - o Vessel registration documentation and description.
 - o Proof of vessel ownership.
 - o Proof of current general liability insurance.
 - o A recent photograph of the vessel or inspection certificate.
- All registered guests mooring at Sooke Harbour Resort & Marina's facilities must adhere to these policies and procedures at all times or their contract may be terminated without refund.

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TERMS & CONDITIONS

- Prepaid moorage is refundable only insofar as for the excess of those prepaid funds on an annual moorage agreement which have been prorated towards the length of moorage needed, charged at the monthly rate. It is the responsibility of the owner of the vessel to retrieve their vessel punctually upon expiration or termination of the contract. Any boats left at the marina after contract expiration will be charged a daily rate until such time as it is removed. Key fob access to the Marina expires on the same day as the moorage reservation.
- Any Owner lending or providing their key fob for access to the Marina to another party or boat owner (other than personal guests attending Owners boat) will have their moorage contract and privileges immediately revoked with no refund.
- Transient bookings require the deposit equal to the full rates upon booking confirmation. Related deposits are subject to a 72-hour cancellation policy. Reservations cancelled within 72 hours will result in the Company retaining the deposit. Reservations cancelling with more than 72 hours notice will receive a 100% refund of advance deposit.
- All moorage reservations require a deposit at the time of booking. Final payments aside from the initial deposit are due in full upon the start of the moorage term.
- Annual moorage reservations require a deposit equal to 50% of annual moorage at time of booking and require a valid and current credit card to confirm the booking. Annual moorage bookings are subject to a 30-day cancellation policy. Reservations cancelled within the 30-day policy will forfeit the cost of one month of moorage, charged at the according monthly rate. Reservations cancelled with more than 30-days notice will receive a 100% refund of the advance deposit.
- Monthly moorage reservations require a deposit equal to the first month of moorage at time of booking and require a valid and current credit card to confirm the booking. Consecutive months will be charged at 14 days prior to the commencement. Monthly moorage bookings are subject to a 14-day cancellation policy. Reservations cancelled within the 14-day policy will forfeit the cost of one month of moorage, charged at the according monthly rate. Reservations cancelled with more than 14-days notice will receive a 100% refund of the advance deposit.
- If a moorage reservation departs the marina before the end of their reservation, there will be no penalty. There will be no refunds on hydro in case of early departure.
- People who fail to pay moorage or provide insurance documentation will have their marina access suspended until issue is resolved.

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LIMITED LIABILITY POLICIES & PROCEDURES

This contract limits the liability of True Key Holdings Corp. and True Key Hotels & Resorts Ltd. (here within referred to as the "COMPANY"). It is up to the individual to familiarize themselves with its terms and conditions.

OWNER ACKNOWLEDGES AND COVENANTS AND AGREES WITH THE COMPANY THAT THIS CONTRACT IS FOR THE PROVISION OF SPACE ONLY AND THAT:

1. The Owner's boat and equipment shall be and remain at all time and under all circumstances in the care, custody and control of the Owner and at the Owner's risk, and the Company shall not be liable under any circumstances for any loss of or damage to the Owner's boat and equipment howsoever caused, whether by the negligence of the Company, its servants or agents a by others or otherwise.
2. The Owner, the members of their family, their servants, agents, invitees or any other person using or being upon the property of the Company, shall use or be upon the property of the Company solely at their own risk, and the Company shall not be liable under any circumstances for any loss of or injury or damages to the person or property of any of them howsoever caused, whether by the negligence of the Company, its servants or agents or by others or otherwise.
3. The Owners shall indemnify and save the Company harm from and against the claims of any person using or being upon the property of the Company at the invitation express or implied of the Owner, and from and against any claims for loss of or injury or damage to any person or property caused by the Owner, the members of their family, their servants, agents and invitees or arising out of their use of or being upon the property of the Company.
4. The Owner shall be Liable for any loss of or damage to the Company's property caused by the Owner's boat, whether under the operation or care of the Owner or any other person with the Owner's consent. All amounts which, pursuant to these terms and conditions, may be claimed by the Company from the Owner shall be paid by the Owner within 30 days after the Company has given notice to the Owner of the amount claimed. Any amounts not paid by the Owner within such 30-day period, shall bear interest from the date of the notice at the rate of 2 per cent per month.
5. As security for unpaid moorage and all other amounts from time to time payable by the Owner to the Company pursuant to this contract, the Owner hereby grants to the Company a lien on the Owner's boat and the Company is hereby authorized by the Owner to take such steps as may in the Company's opinion, be necessary in order to retain possession of the Owner's boat until such amounts have been paid. If any such amount is not paid within three months of the date it is due, the company shall be entitled to sell the Owner's boat by private sale or public auction, and shall not be liable to the Owner in any manner except for the payment to the Owner of the amount, if any, by which the proceeds of sale (less all costs of selling the boat) exceed the amount owing to the Company.
6. The Owner shall be responsible at all times for the safe mooring of his boat and shall furnish and maintain adequate lines and chaffing gear. The Company, without having or assuming any obligation to inspect or to do so, may, without notice to and at the sole expense and responsibility of the Owner, replace any lines or chaffing gear its staff may consider inadequate or unsafe. Chaffing gear shall be attached only to the boat and not to the Company's floats. The Owner's boat shall not be moored in any manner that shall interfere with the mooring at or access to any other boat and the Company may at any time, without notice to the Owner and without incurring any liability for so doing move or rearrange the position of the Owner's boat accordingly.

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LIMITED LIABILITY POLICIES & PROCEDURES

7. The Company, without having or assuming any obligation to do so, may at any time, without notice to and at the sole expense and responsibility of the Owner and without incurring any liability for so doing, render emergency services to and move the Owner's boat in such a manner and to such extent as it or its staff shall consider necessary for the purposes of safety and may charge the owner for any emergency services so rendered.

8. While the Owner's boat is in Sooke or moored at the Company's floats, it shall not be used as living quarters at any time; no toilets, sinks, bilges or petroleum products shall be pumped, no reflective-type electric heater, flame-type or oil burner shall be operated aboard unless the Owner or someone designated by him is in attendance; and the Owner shall not carry on or permit to be carried on any activity that, in the opinion of the Company or its staff, may be detrimental to the safety or enjoyment of others using Beachcomber or the property of the Company. During the early morning or late evening hours all noise shall be kept to a minimum. All halyards shall be tightly secured at all times to prevent noise from clapping.

9. The Owner may carry out minor repairs at the Company's floats; but no garbage or other litter shall be thrown overboard or left on the Company's property, except in the receptacles provided for such purpose. No gasoline or other flammable liquids, oily rags, or other combustible material shall be stored or left on the Company's floats and no gasoline or other flammable liquids shall be mixed on the Company's property. Transferred of fuel or other flammable liquids must be completed in a manner that is safe from spillage and done so in a cautious and courteous manner, furthermore all transfers of these materials will be done so in a government approved and certified containers. **NO FUEL TO BE LEFT UNATTENDED, ANY SPILLAGE OF HAZARDOUS MATERIALS ARE TO BE CLEANED AND REPORTED IMMEDIATELY.**

10. The Owner's boat, while in Sooke, shall be operated in a cautious and seamanlike manner at a speed not in excess of three knots and hold a valid Boating License.

11. The Owner's boat shall be clearly marked with the name or registration number as required by law.

12. Any automobile or trailer left on the Company's property, other than in a designated parking area, may be towed away by the Company at the expense of the Owner thereof.

13. No swimming, diving or fishing shall be permitted with the marina without prior authorization of the Company's guest services agents. No children under the age of 14 years shall be permitted on the Company's floats unless wearing a government-approved life jacket and accompanied by a responsible adult.

14. No dogs shall be permitted on the Company's property at any time unless they are on a leash. The company will not be held liable for any behaviour or incidents caused by the animal. The Company reserves the right to refuse entry to animals without cause.

15. The Owner shall not utilize any power service provided to the Company's floats without prior authorization from the Company or its staff. The Owner may use water supplied to the Company's floats without charge provided he does not do so wastefully. Hydro charges will be charged as per the published rate available from the guest services agents.

16. The Owner shall report to the Company's guest services agents any change in the Owner's address or telephone number and any change in the ownership of the boat. The Owner shall advise the Company's guest services agents whenever the Owner's boat will be away from its moorage for any extended length of time and the expected date of its return.

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LIMITED LIABILITY POLICIES & PROCEDURES

17. The Owner shall moor their boat in the allocated space only and not elsewhere on the Company's property. If the Owner's boat is moored on the Company's property, other than in the space allocated, the Company may move it at the sole risk and expense of the Owner.

18. The Company may cancel this contract at any time in the event of the breach, non-performance or non-observation by the Owner, the members of their family, their servants, agents or invitees or any of them of any of the terms and conditions herein contained, whereupon the Owner shall remove their boat from the Company's property forthwith. If the Owner fails to remove their boat from the Company's property, the Company may move the boat to another location at the expense and risk of the Owner. As a result of the Owner's breach, the Company is entitled to keep all of the balance of the prepaid moorage fee.

19. The Owner may not assign this contract nor assign sublet the moorage space allocated.

20. All notices to be given hereunder shall be in writing and shall be delivered or sent by prepaid mail addressed, if to the company, to the address shown in this contract, and if to the owner, at the address shown in this contract or such other address of which the owner may give written notice to the company. Any notice sent by mail should be deemed to have been received on the third day following the date of mailing. Any notice given by delivery shall be deemed to have been given on the date of delivery.

21. The Owner will comply with all the applicable district, provincial and federal marina health and safety codes and regulations, and with such additional rules and regulations with respect to the use of marina property may be posted by the Company from time to time.

22. The Company reserves the right to refuse any moorage application on the basis of an unsatisfactory visual inspection of the Owner's boat by staff.

23. Any boat which, in the opinion of the Company, may be in danger of sinking or is a hazard to other boats or premises may be removed forthwith with all expense and risk of loss or damage for the account of the Owner. If the Company is required to render salvage services to any boat, the cost thereof shall be for the account of the Owner.

24. The Company reserves the right to inspect any boat should something unusual be noticed. Failure to inspect shall not be deemed to create any liability on the part of the Company.

25. All electrical service connections between the Company's electrical outlets and the boat, and all electrical equipment on board the vessel must conform to the applicable electric codes.

26. The Company reserves the right to reassign moorage location, within the said marina, without notice or reasons being provided to the vessel's Owner.

27. Whenever the word "Owner" appears, it shall refer to the person, persons, or company indicated as owners on the face hereof, notwithstanding that such person, persons or company is or are not in fact legal owners of the boat referred to herein. Whenever the word "Company" appears, it shall refer to Sooke Harbour Resort & Marina Ltd. and/or True Key Hotels & Resorts Ltd.

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MOORAGE RENTAL AGREEMENT

THIS AGREEMENT IS NON-TRANSFERABLE

Assigned Slip:

Date:

Registered Owner:

Name:

Address:

City:

Prov/State:

Postal Code/Zip Code:

Email:

Phone #:

Cell #:

Vessel Information:

Length (feet):

Beam (feet):

Draft (feet):

Named:

Vessel Make:

Registration No:

Moorage Dates Starting:

Ending:

I hereby agree to all the policies and procedures set forth by True Key Hotels & Resorts Ltd. I agree to the rate stated above, and I accept this lease subject to the terms and conditions depicted within this contract, all of which I/we have reviewed and accept without reservation.

Signature - Moorage Customer

Print Name

Date

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