

This Agreement is between the undersigned and Holyrood Marina Park Corporation (HMPC) and is made the day, month and year appearing at the end of the agreement adjacent to the signature of the undersigned.

1. This agreement contains agreements and covenants on the part of the undersigned which are made in consideration of HMPC either directly or through another entity providing to the undersigned any or all of, berth space for his/her boat, lifting services, winter storage, summer storage or other services in respect of the undersigned's boat. The fact that other consideration may be paid to HMPC for such services shall not in anyway relieve the undersigned of the burden of these agreements and covenants.
2. The undersigned agrees to abide by the rules made by HMPC from time to time and pay all such fees and charges as are established by HMPC for the provision of services and or facilities. Any fees or charges that have not been paid within fifteen days of the earlier of the date of invoicing or the provision of the services, shall form a lien on the boat of the undersigned. If any vessel is left on the premises of HMPC for a period of two years without the payment of all fees owing to HMPC, then after having given a thirty day notice in writing to remove the vessel, HMPC may dispose of such vessel by any means including destruction. Such notice shall be deemed to have been given if sent by registered mail to the last address provided to HMPC by the undersigned. HMPC shall have no liability to the owner or any person claiming through the owner for such disposal. Notwithstanding the foregoing HMPC may forthwith terminate the right of the undersigned to avail of or use any of the services or facilities of HMPC if
  - (i) fees or charges are not paid within 15 days of the earlier of the date of invoicing or the date of the provision of services.
  - (ii) the undersigned is in breach of a rule made by HMPC and such breach remains for a period of 15 days after the undersigned has been notified, in writing, of the requirement to remedy the breach.
3. The undersigned shall not fuel his/her boat in the HMPC marina, other than by use of the fueling dock in the marina.
4. The undersigned shall keep in force insurance coverage in the minimum amount of \$200,000.00 to cover his/her liability for damage to the property or person of other users of the marina or HMPC, for which he/she is liable. The undersigned will produce proof of such insurance upon the request of the marina supervisor.
5. The undersigned acknowledges that the fee structure charged by HMPC is lowered as a result of volunteering by the members and hereby acknowledges that he/she as one of the members is expected to volunteer in the operation of the marina according to his/her abilities.

6. The undersigned shall provide an address for mail, telephone and e-mail (if available) communication to the marina supervisor by completing the space provided below. The undersigned shall forthwith provide the marina supervisor with updated information in the event that the information provided is no longer correct.
7. The undersigned acknowledges that services in the marina are provided by individuals who are availing of the marina in the same manner as himself/herself and that those persons are not employees of HMPC. The undersigned agrees that such persons are acting on behalf of HMPC when providing to the undersigned services which are provided by HMPC. The undersigned covenants and agrees that no personal liability shall attach to such person in respect of any error or negligence on their part in the provision of such services and that the recourse of the undersigned, if any, shall be solely against HMPC and not any such individual.
8. This agreement shall remain in force so long as the undersigned avails of any of the services or facilities of HMPC or such agreement is replaced by a subsequent agreement.
9. The undersigned acknowledges that he/she has read over this agreement and understands it.

Signed at Holyrood, N.L. the      day of      2019 .

Signature \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Address (Street) \_\_\_\_\_

(Town) \_\_\_\_\_

Postal Code \_\_\_\_\_

Tel No. \_\_\_\_\_

E-mail (Please Print) \_\_\_\_\_

Boat Name \_\_\_\_\_

Boat Length Over All \_\_\_\_\_

Winter Storage (Tick appropriate lines)

On site \_\_\_ Off Site \_\_\_ Cradle \_\_\_\_\_ Jack Stands \_\_\_ Removable Timbers \_\_\_\_\_

Launching 2019 Yes \_\_\_ No \_\_\_\_\_