



2021

MARINA MEMBERSHIP
AGREEMENT
(SEASONAL MEMBER)

Member Information

Contact Details – Primary Member

Mr. Mrs. Miss. Ms. Dr.

NAME: _____ / _____
First Last

ADDRESS: _____
Street No. and Street Name

City

_____/_____
Province Postal Code

PHONE: _____
Main

Alt.

EMAIL: _____

Secondary Member

Mr. Mrs. Miss. Ms. Dr.

NAME: _____ / _____
First Last

PHONE: _____
Main

Alt.

EMAIL: _____

Vessel Details

TYPE: Power PWC Sail

YEAR: _____

MAKE: _____

MODEL: _____

VESSEL NAME: _____

REGISTRATION #: _____

HIN (Serial #): _____

VESSEL LOA (Length Overall): _____ ft

VESSEL BEAM: _____ ft VESSEL DRAFT: _____ ft

Insurance Details

INSURANCE PROVIDER: _____

POLICY #: _____

POLICY EXPIRY: _____ / _____ / _____
 Month Day Year

Note: The Primary Member (the **“Boater” who owns the boat**) must always maintain and provide proof of insurance for their “vessels” as defined in the Marina Rules and Regulations, with the policies in the amounts satisfactory to Friday Harbour, in its sole discretion. The Boater agrees to maintain in effect throughout the term of this agreement, and at the Boater’s expense, liability insurance policy or policies in the minimum coverage amount of \$2,000,000 (two million dollars) covering the risks of loss or damage to hull and machinery and removal of wreck, and third – party liability. The Boater will provide documentary proof of valid coverage to Friday Harbour. Proof of insurance is required to validate this agreement.

Boater Initials: _____

Membership Details - Seasonal

Marina Membership provides seasonal access to the Friday Harbour Marina from May through October (weather permitting). This includes your dockage and services including hydro, water and pump-outs if required.

Membership Pricing – Owner’s Club/Homeowner

Slip Size (feet)	Rate	Resort Association Fee (3%)	HST (13%)	Total (pay in full)	Installment Plan (2.5% Admin Fee)	Deposit Due	Jan 31, 2021	Feb 28, 2021	Mar 31, 2021	Net Total
25'	\$3,050.00	\$91.50	\$408.40	\$3,549.90		\$500.00	\$1,1046.21	\$1,1046.21	\$1,1046.21	\$3,638.64
30'	\$4,205.00	\$126.15	\$563.05	\$4,894.20		\$500.00	\$1,505.52	\$1,505.52	\$1,505.52	\$5,016.55
40'	\$7,065.00	\$211.95	\$946.00	\$8,222.95		\$500.00	\$2,642.84	\$2,642.84	\$2,642.84	\$8,428.53
45'	\$8,600.00	\$258.00	\$1,151.54	\$10,009.54		\$500.00	\$3,253.26	\$3,253.26	\$3,253.26	\$10,259.78
50'	\$9,070.00	\$272.10	\$1,214.47	\$10,556.57		\$500.00	\$3,440.16	\$3,440.16	\$3,440.16	\$10,820.49
60'	\$9,700.00	\$291.00	\$1,298.83	\$11,289.83		\$500.00	\$3,690.69	\$3,690.69	\$3,690.69	\$11,572.08
PWC's	\$2,150.00	\$64.50	\$287.89	\$2,502.39		\$500.00	\$688.31	\$688.31	\$688.31	\$2,564.94

*Slip length is based on maximum vessel size. Vessel length overall (LOA) will be used to determine size of slip required

Membership Pricing - Marina Club/Non-Homeowner

Slip Size (feet)	Rate	Resort Association Fee (3%)	HST (13%)	Total (pay in full)	Installment Plan (2.5% Admin Fee)	Deposit Due	Jan 31, 2021	Feb 28, 2021	Mar 31, 2021	Net Total
25'	\$3,850.00	\$115.50	\$515.52	\$4,481.02		\$500.00	\$1,364.35	\$1,364.35	\$1,364.35	\$4,593.04
30'	\$5,005.00	\$150.15	\$670.17	\$5,825.32		\$500.00	\$1,823.65	\$1,823.65	\$1,823.65	\$5,970.95
40'	\$7,865.00	\$235.95	\$1,053.12	\$9,154.07		\$500.00	\$2,960.98	\$2,960.98	\$2,960.98	\$9,382.93
45'	\$9,400.00	\$282.00	\$1,258.66	\$10,940.66		\$500.00	\$3,571.39	\$3,571.39	\$3,571.39	\$11,214.18
50'	\$9,870.00	\$296.10	\$1,321.59	\$11,487.69		\$500.00	\$3,758.30	\$3,758.30	\$3,758.30	\$11,774.89
60'	\$10,500.00	\$315.00	\$1,405.95	\$12,220.95		\$500.00	\$4,008.82	\$4,008.82	\$4,008.82	\$12,526.47
PWC's	\$2,650.00	\$79.50	\$354.84	\$3,084.34		\$500.00	\$887.15	\$887.15	\$887.15	\$3,161.44

*Slip length is based on maximum vessel size. Vessel length overall (LOA) will be used to determine size of slip required

Membership Selection

Please select the following:

Membership Type

Marina Club/Non-Homeowner Owner's Club/Homeowner

Slip size required

25' 30' 40' 45' 50' 60' PWC

Payment Selection and Authorization

Payment Options

Pay in full Installment Plan (2.5% Admin fee applies)

Total Fees (including RA Fee and HST): \$ _____

Total Due: \$ _____

****ALL FEES AND CHARGES ARE PAYABLE IN ADVANCE OF OCCUPANCY OR SERVICE****

I hereby acknowledge and agree to the terms and fees as outlined above, the Membership Terms and Conditions as outlined below, and Friday Harbour Resort may process the charges as per the payment option chosen:

Boater Signature: _____ Date: _____ / _____ / _____
Month Day Year

Membership Terms and Conditions

Marina Rules & Regulations

The attached [Marina Rules and Regulations](#), which relate to 3800 Sunreef Avenue, Innisfil, ON L9J 1A1 (the “**Marina**”) form an integral part of this Agreement. The Boater covenants and agrees that they have received, read and comprehend the Marina Rules and Regulations, and further covenants and agrees to fully abide by all of them. The Boater shall ensure that his/her invitees, crew, family members, and guests conduct themselves in accordance with the Marina Rules and Regulations. Friday Harbour (Harbour Master) Inc. (the “**Marina Owner**”) shall have the right to alter, amend, modify, repeal, or revoke any one or more of the Marina Rules and Regulations as and when it deems appropriate, at any time and from time to time. Any and all such alterations, amendments, modifications, repeals and/or revocations shall be effective upon same being posted at the Marina premises. In the event of any material changes to the Marina Rules and Regulations, the Marina Owner shall provide the Boater with advance written and or electronic written notice of such changes. The Marina Owner shall have the right to immediately terminate this Agreement if the Boater and/or one or more of his/her invitees, crew, family members, or guests fail to comply with the Marina Rules and Regulations. In the event of a conflict between a term(s) or provision(s) contained within these Conditions and a term(s) or provision(s) contained within the Marina Rules and Regulations, the term(s) or provision(s) that is more stringent and/or demanding upon the Boater shall be paramount and shall prevail.

For clarity, these Terms and Conditions apply only to membership for the purposes of the use of particular Resort amenities as set out herein, and is separate from membership in Big Bay Resort Association (which is governed by the bylaws of BBRA).

Safety / Operation of the Vessel

The Boater represents and warrants that he or she is the registered owner of the Vessel. The Boater shall comply with all applicable laws and industry standards at all times when aboard or when operating the Vessel, including with regard to safety and security. The Boater represents and warrants that his/her Vessel is a pleasure craft, registered, identified, and equipped in accordance with applicable law and Transport Canada requirements and it will be operated under its own power in accordance with the Safe Boating principles in the Marina area. The Boater represents and warrants that he or she has, and shall ensure that any individual operating the Vessel has, the required skill, knowledge, expertise, training and licensing required to safely operate the Vessel, pursuant to applicable laws and industry standards. The Boater shall not be, and ensure that any operate of the Vessel is not, impaired or unfit while operating the Vessel. The Boater shall be solely responsible for the safety and security, and the acts and omissions of, his or her guests, family members, invitees, crew and vessel operators, servants, employees, contractors, and agents, whether on the Marina premises or the Vessel. Under no circumstances whatsoever shall the Marina Owner be deemed to be the owner or operator of the Vessel, or in any way vicariously liable in connection with the Vessel or its operation.

Waiver & Indemnity

Liability of Boater: To the fullest extent permitted by law, the Boater shall indemnify, defend, and hold harmless the Marina Owner, the “Resort” (as defined in the Marina Rules and Regulations), and their respective directors, officers, employees, contractors, agents, and affiliates (“**Marina Group**”) from and against all losses, liabilities, damages, claims, actions, injuries (including death), expenses (including reasonable legal fees), penalties and fines (collectively “**Claims**”) resulting from or arising out of a breach of this Agreement, or any action or inaction of the Boater or his/her servants, crew and vessel operators, family members, employees, contractors, agents, visitors, and licensees (collectively “**Boater Group**”), including negligence and wilful misconduct, or any misrepresentation made by Boater (each a “**Indemnified Cause**”). For greater certainty, the Boater agrees to pay the costs of all Claims consisting of property damage to the Marina, the Marina Owner’s property and to the property of other occupants of the Marina resulting directly or indirectly from an Indemnified Cause committed or caused by any member of the Boater Group. Without limiting the foregoing, the Boater covenants to indemnify, defend and save harmless the Marina Group against any Claims arising out of or in connection with, the discharge or release of any fuel, chemicals, waste, or other pollutants, or violation of any applicable laws relating to the use, operation, or ownership of the vessel by the Boater Group.

Liability of Marina Owner: The Marina Owner shall not be liable for any Claims, howsoever founded, arising out of any cause, action or inaction, whatsoever, (whether founded in tort or in contract or otherwise) and including claims for consequential or indirect damages, arising out of, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the space and premises herein leased by the Boater, including the slip or other storage or moorage space, or by any person visiting same or being thereon including where such Claims result from the negligence of Marina Group. No Boater shall make any claim against Resort or the Marina Owner, or either

of their affiliates, servants, agents, or employees for, or on account of, any loss or damage to life, limb, or property sustained as a result of, or in connection with, any use of any of the recreational or resort facilities, including the Marina. The Boater shall defend, indemnify, and hold the Marina Group harmless from any and all Claims arising out of the use of the Resort or Marina, common areas, piers, docks, and facilities by Boater Group, except where such Claims clearly be proved to have resulted from and been caused by the sole gross negligence of the Resort or Marina Owner. Any liability of Marina Group shall be limited to the applicable limits of the Resort's or Marina Owner's insurance policy, or any limitation of liability available to the Marina Owner pursuant to applicable laws, whichever is less.

Cancellation & Refund Policy

The Boater agrees that this agreement may not be cancelled, and is non-refundable 10-days after the acceptance of this agreement by the Marina Owner. Requests to cancel within the 10 day period must be made in writing. Cancellations after the 10 day period will only be considered under special circumstances (eg: medical condition), the acceptance of which are at the sole discretion of the Marina Owner, and will be reviewed on a case-by-case basis. Requests for cancellations may be made only upon completion and remittance of a Cancellation Request Form to the Marina. Any qualifying refunds may be subject to an administrative fee.

Delayed Opening

The purpose of this section is to provide a clear outline as it pertains to the fees and deposits paid of a Member or Homeowner should there be a situation where Friday Harbour is unable to fulfill its obligations to the Member for reasons beyond its control, including COVID-19 and any subsequent resurgence thereof. This section can be enacted by Executive Management at their discretion.

Communication

Friday Harbour will provide you, as the Member, with a notification in the event of an emergency that limits its ability to fulfill its obligations to you under this contract, including a public health emergency such as COVID-19 or any subsequent resurgence thereof. The notification will outline the details of the emergency, its impact on Friday Harbour's ability to fulfill its obligations, and any steps that Friday Harbour has taken or will be taking as a result of the emergency, including a proposed opening date (if known and applicable), such steps being at the sole discretion of Executive Management. Where applicable, the notification will be provided to Members via email and/or phone.

In-season Temporary Amenity Closure (excluding weather delays) - Refund and Credit Schedule

Should Friday Harbour be unable to fulfil its obligation to Members with regards to opening or be subject to a temporary closure, two options will be presented to the Members as outlined below.

This policy shall provide Members the option to either a refund or credit based on a percentage of their fees paid. Notification shall be provided to the Members when this policy is enacted, as described above. The percentage to be refunded or credited is as follows:

Duration of Closure	Refund	Credit	% of Season Lost
15 days	7.5%	10%	8.65%
1 month	15%	20%	17.3%

For periods of extended closure, the refund or credit based on the table above may result in a selection between multiple applicable options available to the Member. For example: A 2-month temporary closure may provide a Member the option of either a 30% refund, or a 40% credit towards the fees of the following season.

Termination

This Agreement shall remain in full force and effect for the term set out on the front page hereof, unless terminated earlier as a result of the following conditions: a) The destruction of the mooring facilities of the Marina by fires, storm, or other calamity; b) Any breach of this Agreement, including but not limited to the Marina Rules and Regulations, by the Boater Group. The Marina Owner shall be entitled to terminate this Agreement immediately upon the occurrence of the listed events, without penalty to Marina Owner. The Marina Owner shall provide the Boater with notice as such termination in writing by personal delivery or by registered mail to the Boater's address provided in this Agreement. Notice by registered mail shall be effective eight (8) days after it is mailed. Upon termination, any amounts paid to the Marina Owner under this Agreement shall be applied to any sums owing to the Marina Owner for service, repair, storage, dockage, and hauling fees, amounts for outstanding Claims, and any further amounts owing under this Agreement, and the balance thereof, if any, shall be deemed to be forfeited by the Boater and shall be retained by the Marina Owner for its own use. If, after the Marina Owner has applied all amounts paid to it by the Boater under this Agreement, as aforesaid, there is a deficiency, then the Boater shall promptly pay to Marina Owner the full amount of such deficiency, upon receipt of the Boater of a notice listing such amount.

No Duty to Inspect or Maintain

The Boater acknowledges that the Marina Owner does not assume any duty to care for the Boater's Vessel, or equipment or to prevent loss or damage thereto while said Vessel, or equipment is on the Marina premises. The Boater hereby releases and discharges the Marina Group from all Claims in relation to the damage to the said Vessel, and any equipment brought onto the Marina.

No Assignment or Sublet

The Boater agrees that he/she will not assign this Agreement or sublet the space rented herein without the written consent of the Marina Owner, which consent may be arbitrarily withheld.

Insurance

The Boater agrees that he/she will not do or permit to be done any act or thing which may (i) make void or voidable any insurance upon the Boater's Vessel(s) or any of the Boater's property or any part thereof within the Marina premises or (ii) which may cause any increase in premiums paid by the Marina Owner for its own insurance. The Boater shall indemnify the Marina Owner for the costs of any increased insurance premium required to be paid by the Marina Owner as a result of any Indemnified Cause.

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 Agreement other than those specifically waived and in no event, shall any waiver be deemed to be a continuing waiver.

Third Party Services

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

Notice of Replacement Vessel

The Boater agrees that the terms of this Agreement shall apply to the Boater's Vessel and any additional or substitute Vessel(s) brought onto the Marina premises by the Boater. The Boater hereby agrees to provide the Marina Owner with notification of any such additional or substitute Vessel.

Executors, Heirs, Administrators

This Agreement shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns and all references to the Boater shall bind the Boater and the registered owner of the Vessel and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Jurisdiction

This Agreement shall be governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Consent and Acknowledgement to Collection, Use and Disclosure of Personal Information

The Boater hereby consents to the collection, use and disclosure of the Boater's personal information, and the personal information of the Secondary Member, by Marina Owner to fulfill the purposes of this Agreement and membership, and to communicate with the Boater (such as in the situations described in the section below), in accordance with Marina Owner's privacy policy, available at: <https://www.fridayharbour.com/privacy>. For example, the Marina Owner will use the Boater's personal information to communicate with the Boater in respect of this Agreement; collect any debt owed by the Boater to the Marina Owner in connection with this Agreement (such as recording the debt with a credit agency or credit bureau, obtaining a credit report, terminating this Agreement, or transferring personal information about the debt to a database of Boater information that will be made available to the Marina Owner, its agents or to prospective purchasers and/or lenders); and communicate with the Boater in respect of any other properties or services offered by the Marina Owner. The Boater confirms and represents that he or she has obtained the authorization and consent of the Secondary Member to provide the above-noted consent on their behalf.

Communications

The Boater agrees that the Marina can contact the Boater, including by electronic messages, in order to share information with the Boater and to establish and manage the Marina Owner's relationship with the Boater. The Marina Owner can communicate with the Boater to give the Boater information about the Marina (such as a newsletter); or to give the Boater general information and offers about the Marina Owner and its services. The Boater understands that his/her consent to receiving marketing communications with respect to the Marina (such as a newsletter) can be withdrawn at any time, in writing.

Lien

The Marina Owner shall have a general and specific lien against the Boater's Vessel(s), equipment, and contents for unpaid sums due for use of Marina facilities and services, membership fees, or for damage including outstanding Claims, caused, or contributed to by the Boater Group or his/her Vessel to any property of the Marina Owner. In addition to the lien herein provided, the Marina Owner shall have a lien under Repair and Storage Liens Act. R.S.O. 1990, Chapter R.25, as may be amended from time to time.

Agreement Acknowledgement

The boater hereby agrees to abide by all the terms and conditions presented in this agreement.

I understand and acknowledge that this agreement is only valid upon the review and acceptance by Friday Harbour Marina Management.

I have read and understand the "Marina Rules and Regulations" and the "Membership Terms and Conditions" as outlined in the paragraphs above.

Boater: _____ Date: ____/____/____
Signature Month Day Year

Accepted By: _____ Date: ____/____/____
Friday Harbour Marina Management Month Day Year

Internal Use Only:	
Member Type: _____	Term: _____
Slip #: _____	