

SCHEDULE "A"
TO MARINE LICENSE AGREEMENT

Starport Marina is pledged to the provision of first-class facilities, service and to the promotion of safe boating, sound seamanship and environmental practices. These Rules and Regulations have been devised to support these goals and to contribute to your overall enjoyment of "Starport Marina". **All boaters** using Starport Marina facilities do so subject to these Rules and Regulations. The Marine License Agreement & attached Schedule "A" offers you, our valued customer, the proper protection from any persons authorized or unauthorized who may ignore the Rules and Regulations and make it necessary for the marina to uphold the conditions contained herein.

RULES AND REGULATIONS

1. **Boat Insurance** MUST be current and on file at the Administration and Harbour Masters office.
2. **Slip deposits & slip fees are NON REFUNDABLE**. Please read #3 – Marine License Agreement.
3. **Outside Contractors**, who undertake any work on the owner's vessel **MUST** be approved by the General Manager, provide a WSIB form and report to the Service Manager prior to commencing work.
4. **Speed limits** on the property **MUST** be obeyed at all times.
5. **Children** must be supervised at all times near the water, pool, playground, on roadways, lounge/washrooms, near shops and compounds.
6. **Refueling** of your vessel **MUST** be carried out at the Gas Dock **ONLY**. Pursuant to the **Gasoline Handling Act**, **ONLY** the Gas Dock Attendants can refuel your vessel (s). Please see additional instructions posted at the Gas Dock when refueling. **Fuel carried onto the property or dispensed outside of the Gas Dock will automatically forfeit this lease agreement.** The necessity of this provision is due to the extreme volatile nature of gasoline/diesel and the protection of our environment. All slip fees paid are **NON REFUNDABLE**.
7. **Garbage bins and recycling bins** are available throughout the Marina. There must be no spillage of garbage, sewage, fuel, oils, or other pollutants on or about the Marina premises or waterways. **See the Harbour Master and/or Service Manager if you wish to dispose of any metal, steel or explosive products.** All docks and walkways must be clean and clutter-free at all times. **Please report any breaches of these Regulations to the Harbour Master.**
8. **Propane regulated barbecues** are permitted on the docks but **must** be attended by an adult at all times. Fire extinguishers are available in each Harbour and are intended for emergency use only. Please report all fire extinguisher usage to the Harbour Master.
9. **Washrooms** must be kept clean and tidy. Children must be supervised therein. Pets are **not allowed in the washrooms or Lounge facilities**
10. **Dogs** are permitted on the Marina property but **MUST** be kept on a leash and under control at all times. Excessive barking will not be tolerated. Dogs must not be tied on the docks in a way that may hinder or impede the safety of the walkways. Pet pump out containers are available throughout the Harbours. Pet pump out bags are not to be misused. Any owner may be refused the privilege of bringing his or her pet to the Marina property should they fail to comply with these rules.
11. **Noise** **MUST** be kept to a reasonable level with due regard to the time of day. Please respect your neighbours right to comfort and quietude. Quiet hours are from 11:00 PM to 6:00 AM. Please exercise good judgment and consideration at all times.
12. **All vessels** must be operated at dead slow in the channel commencing at the entrance to the lake. As a courtesy to the cottagers of Murphy's Creek, please keep your wake minimal until reaching the last channel markers.
13. **Change of slip** location must be in writing to the Harbour Master. Slip changes will be determined by a waiting list, or based on availability. The Marina reserves the right to cancel slip requests.
14. **PWC & dinghies** must be tied up securely inside the owner's slip to avoid drifting into neighboring slips. Boats larger than the 8' to 10' tender are not allowed in the owners slip without the Harbour Master's permission.
15. **Vehicles** must be parked in the designated areas in the designated manner. No vehicles are permitted to park on the grass. Guest parking or RV/trailer parking arrangements are to be made through the Harbour Master.
16. **Boat handling** in the Harbours shall be the responsibility of the boat owner to ensure anyone handling his/her boat in the Harbour shall do so in a safe and prudent manner. Small craft shall give the right-of-way to larger craft. **Please report any breaches of these regulations to the Harbour Master**
17. **Boarding blocked or timbered boats** shall be the responsibility of the boat owner. Boarding will be done at his/her own risk. For security and safety reasons we ask that you inform Starport Marina Inc. of your intent if you wish to board. Please note that excessive movement on any vessel blocked or on timbers may result in shifting of the blocks and stands. **While your vessel is blocked on land or in your slip, there are no overnight accommodations aboard permitted. If this occurs, your slip contract with Starport Marina Inc. will be terminated immediately without refund.**
18. **Security access card** will be given to the boat owner at the time of slip payment. All additional security card(s) will require a \$25.00 deposit. Deposit refunds are available on the return of the security cards.
19. **Additional electrical outlets** or extensions are not permitted without the written authorization of the Marina.
20. **Boat cleaning, washing and repairs** are the responsibility of the owner. Owners are responsible for arranging the cleaning of their vessel during long absences from their vessel. If complaints occur, the marina will have the vessel cleaned and invoice the members account accordingly. Member car washing is not permitted on the property.
21. **Private For Sale Signage** is **NOT** allowed on vessels stored on the marina property.

22. **Outside Brokerage Business** is not allowed in, on, or from the premises of Starport Marina without the prior permission of the marina management.
 23. **Dock Boxes** must be white fiberglass and the overall dimensions must not exceed the standard specifications set out by the Marina. In your preparation for winter the dock box must be removed to allow access for lift and launch. If you would like to keep the box on the premises contact us for the best location. Starport Marina will not be responsible for the loss or damage of any personal property left at the marina.
 24. **Slip Signage** must be Starport Marina signs **ONLY**. All other signage will be removed.
 25. **Spare Boat Keys** must be available at the service department for service work or emergency situations.
 26. **Prolonged boat repair noise or discomfort** to any marina guest must be reported immediately. Arrangements can be made through the Service or Harbour Masters office for alternative work locations.
 27. **Power tools, hammering, or any other type of nuisance activity** is not allowed on the weekends from June 1 until after the October Thanksgiving Day Weekend
 28. **Bottom sanding, painting and washing** - In accordance with the Environmental Act – Part X – Section 96 & 97 Starport Marina prohibits anyone other than the service department to perform bottom sanding, painting and washing.
 29. **Environmental practices & procedures** must be followed at all times. We invite you to select only environmental friendly products from our stores. Any activity that poses danger or threat to our environment will risk cancellation of any slip agreements without refunds and is subject to heavy fines.
 30. **Change of address**, or contact information must be forwarded to the Administration Office and/or Harbour Master as soon as possible to ensure files are current.
 31. **Authorized use** of your vessel by family or friends must be reported to the Harbour Master.
 32. **The Lounge** can be rented to a Starport Marina customer 19 years or older for private functions. Reservations can be made through the Harbour Masters office. Please see the Lounge guidelines posted on the inside doors.
 33. **Float Plans** with emergency contact information must be filled out and forwarded to the Harbour Masters office during long absences from your slip. Also, please make sure you contact us if you return date changes.
 34. **No alterations or additions** to slips will be made without notifying the Harbour Master.
 35. **Wooden hull vessels** must be evaluated annually to ensure haul out & launching of the vessel can be performed safely.
- 36. Lift & Launch & Storage & Winterizing/Summerizing**
- a) Lift and launch included in your slip fees are for a ***basic procedure only***.
 - b) Lift and launch schedule will be at the sole discretion of Starport Marina's crew to fulfill our committed goal that all boats will be launched by the May 24th weekend. Your vessel **must** be ready for lift on the Tuesday following the October, Thanksgiving weekend.
 - c) Outside of the vessel must be cleared of large items such as your **Dinghy**. Please communicate to the service manager of other personal properties that may need to be removed. We do offer winter storage.
 - d) Energy efficiency - Air conditioning & heating systems **must be shut down** when the vessel is not in use and if not we will board your vessel to shut the system down. Thank you for your co-operation.
 - e) **EXTRA CHARGES** will apply if you require:
 - i. **Land storage** - All trailers must be registered with the Harbour Master. Summer or winter storage is available for your PWC & trailer and the price will include the use of our launch ramp.
 - ii. **Canvas** - we strongly suggest that it is removed to prevent damage do to the extreme temperatures and weather condition and is the owner's sole responsibility. If we are unable to get the chain falls safely past your vessel an extra charge will apply. Starport Marina will not be held responsible for any damages that may occur.
 - iii. **Wooden boats** will be launched at the discretion of Starport Marina. Starport Marina will **not be responsible** for any damages that may occur due to the structure of the vessel. Please communicate to the service manager regarding any charges due to the extra time involved.
 - iv. **Large vessels** that can not be lifted safely in a slip will be stored on land and extra charges will apply for shrink wrapping. We will however calculate a credit to the normal shrink fee based on your slip.
 - v. **Boats stored on land** at the customer request will be charged an additional cost for shrink wrapping. We will however calculate a credit to the normal shrink fee based on your slip.
 - vi. **Personal property left** on the docks will be moved and charges will apply.

Your co-operation and kind consideration will assist us in making the boating season enjoyable for all.



GST #815561022RT0001

3952 McRae Park Road,
ORILLIA, ONTARIO L3V 6H7
(705) 325-3775 Fax (705) 325-3467
Email harbourmaster@starportmarina.com

MARINE LICENSE AGREEMENT

March 1, 2010 - February 28, 2011

This Licence Agreement (hereinafter called the "Agreement") is made between Starport Marina Inc., (hereinafter called the "Marina") and

NAME ("OWNER") SLIP # DATE
STREET CITY PROV P/C
RES. BUS. FAX CELL
E-MAIL VESSEL REGISTRATION #
NAME OF BOAT
MAKE MODEL YEAR BEAM LENGTH
INSURANCE CO. POLICY # EXPIRY DATE

Payment Option #1 Early payment DISCOUNT

A 5% discount will be available for all 2010/2011 slip contracts paid in full, and received by October 31, 2009.

NO DISCOUNT WILL BE AVAILABLE if funds received after this date.

OWNER (Please Print) OWNER SIGNATURE

Payment Option #2 - Quarterly Payment Plan

All four cheques or credit card authorization must be received by October 31, 2009.

SLIP RENTAL WILL BE BASED ON AVAILABILITY AFTER THIS DATE.

October 1/09
January 1/10
April 1/10
June 1/10

Gold Service FLAG (include in my payment option)
4,490.00 + 224.50 = 4,714.50
1,178.63 (quarterly)

Starport Club - East Harbour #1 2, 3, 4, 5, 6
15,000.00 + 750.00 = 15,750.00
3,937.50 (quarterly)

Table with 4 columns listing various slip areas and their quarterly costs, including East Harbour, West Harbour, Central Harbour, and Open River.

Four Post Dated Cheques Included CK # OWNER (Please Print) OWNER SIGNATURE

Credit Card payment authorization. VISA MASTERCARD AMERICAN EXPRESS

Credit Card # Expiry Date CARD HOLDER'S SIGNATURE DATE

Winter / Spring Commissioning
Please initial here and sign the attached Winter/Summer form if SPM is not winterizing your boat
Ensure that the form is returned to service by Oct. 9, 2009 otherwise your boat will not be lifted.
Reminder: charges will apply if your boat holds up the haul out.

Extra Charges shall apply for:
Shrink Wrap: Boats not stored in slip
Wooden Boats: For extra hanging time
Canvas: Remove and reinstall
Chain Falls: Remove and reinstall for any reason related to your boat
Open Slip Boats: Stored in a covered slip @ \$7.50 per ft. if available

THIS LICENSE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT ON BOTH SIDES OF THIS AGREEMENT AND THE RULES AND REGULATIONS ATTACHED HERETO AS SCHEDULE 'A'. THE OWNER ACKNOWLEDGES HAVING RECEIVED A TRUE COPY OF THIS MARINE LICENSE AGREEMENT AND SCHEDULE 'A' AND AGREES TO BE BOUND BY THE PROVISIONS THEREOF.

EXECUTED by the Owner (who has the authority to bind this contract) this day of 200
OWNER (Please Print) OWNER (Signature)

RECEIVED by this day of 200

(Note this contract is not valid until executed by SPM)
APPROVED by Starport Marina Inc. Per:

MARINE LICENSE AGREEMENT (ANNUAL)

The parties agree and acknowledge as follows:

1. OWNERSHIP AND DESCRIPTION OF BOAT

a) The person signing this "Agreement" as "Owner" warrants and represents that he/she is the "Owner" of the "Boat" described on the front side hereof (herein called the "Boat") or the Authorized Agent of the Owner, and has the power to enter into this Agreement.

2. GRANT AND TERM OF LICENSE

a) Subject to the term and conditions herein contained, the Marina hereby grants to the Owner a license to store the Boat from **March 1, 2010** (the "Commencement Date") to **February 28, 2011** in the slip in the Marina designated from time to time by the Marina management, including winter storage;

(b) The Marina agrees to supply electrical power to the slip to the extent such power is presently installed. The Owner agrees not to tamper with the electrical power and equipment in or about the Marina property and/or draw power from sources other than that provided in the slip, which is the supply the Owner must solely use. The Marina shall not be responsible for any damage to the Boat or its contents arising from a failure to provide electrical power. No electrical power will be provided after haulout has been completed.

(c) The Owner agrees that no vessel except the Boat described above shall be permitted to use the slip/space assigned to the Owner without the consent of the Marina management, which consent shall be in the sole and absolute discretion of the Marina.

(d) **The Owner shall not assign or sublet this license or share his/her slip in the Marina without prior written consent of the Marina, which consent shall be subject to a \$200.00 administration charge, and shall be at the sole and absolute discretion of the Marina.**

3. LICENSE FEES

For the use of the facilities described in paragraph 2 hereof, the Owner agrees to pay the slip fees and charges (herein after called the "Fees") as set out on the front side hereof, in advance, in accordance with the slip payment option chosen by the Owner.

(a) **If the amount required to be paid for Fees is not paid when due, the Marina reserves the right not to launch the Boat during the normal spring launch schedule as posted by the Marina at the beginning of each spring. At any subsequent launching of the Boat, the Owner agrees to pay in advance of launching the Boat, an additional launch charge, as advised by the Marina for launching the Boat out of sequence.**

(b) **The Marina shall not be obligated to return any portion of the Fees if the Owner vacates the docking facilities prior to the expiry of this Agreement and all Renewals, unless prior arrangements are made in writing and agreed upon by the Marina.**

(c) **The Owner hereby acknowledges that due to the seasonal nature of the Marina business it is difficult if not impossible for the Marina to re-market a slip and there shall be no obligation on the Marina to do so if the Owner vacates the docking facilities prior to the expiry of this Agreement and all Renewals.**

4. LATE CHARGES AND INTEREST

Should the Owner fail to pay any part of the Fees required to be paid by this license or any other sum required to be paid hereunder as they are due, the Owner shall pay the Marina interest at the rate of twenty-four percent (24%) per annum, calculated monthly, not in advance, payable on demand, on such amounts until the date of payment.

5. USE OF COMMON MARINA PROPERTY

The Owner shall be entitled, in common with the Marina, other authorized users, and its other licensees, to use the grounds of the Marina property including its washrooms and common areas subject to the provisions of paragraphs 8 and 9 hereof.

6. SIGNS, RULES AND REGULATIONS

(a) The Owner agrees to observe all posted signs, and Rules and Regulations made from time to time including those annexed as Schedule "A", and including those related to navigation in or about the Marina premises. If the Owner, his/her family or guests fail to obey any terms or conditions hereof, or of such Rules and Regulations (the provisions of which are hereby expressly incorporated herein) or any warnings, or directions, of the Marina management pursuant thereto, the Marina may, in its sole discretion, give written notice to the Owner of Termination of this license agreement, and upon receipt of such notice, the Marina shall be under no further obligation to provide the services contracted hereunder, but the Owner shall remain bound by the provisions of paragraph 8 hereof, while the Boat remains on the Marina premises.

(b) If this License is terminated by the Marina pursuant to paragraph 6(a) above, the Marina shall retain from the Fee paid the sum equal to \$1.00 per foot per day based on overall length of the Boat from and including March 1st of **the then current year** to the date of removal of the Boat from the Marina and the Marina shall refund the balance of the Fees, if any, upon receipt of a full release acceptable to the Marina from the Owner.

7. REPAIRS BY OWNER OR AGENTS

The Owner further agrees that while his/her Boat is on the Marina's property, he/she shall not hire or permit any person or any company, other than the Marina, to perform any labour thereon or to make installation of equipment thereof; it being understood that the Marina does not permit any competitive labour or services to be performed on its premises with out its express written authorization. The foregoing limitation is not intended to prevent the Owner or his/her regular crew from doing such work on his Boat, provided such work is done in accordance with the rules and regulations of The Canada Underwriters' Association and has been pre-approved in writing by the Marina management.

8. NO LIABILITY ON MARINA

The Marina shall not be liable for claims, whether founded in tort or in contract, losses or damages for any reason whatsoever including without limitation claims for consequential damages, arising out of, occasioned by, or attributable to the nature, construction, design, condition or state of repair of the Marina property or of the space and premises herein licensed, nor arising out of, occasioned by or attributable to the presence on, license, occupancy or use of the Marina property or of the space and premises herein licensed by the Owner or the Owner's family, guests, invitees or licensees.

9. INDEMNIFICATION OF MARINA

(a) The owner agrees to indemnify and save harmless the Marina from and against any and all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina property or of the space and premises herein licensed, whether founded in tort or in contract, and in any manner based upon, occasioned by or attributable to the presence on, license, occupancy or use of the Marina property or the space and premises herein licensed by the Owner or by the Owner's family, guests, invitees or licensees.

(b) The Owner agrees to further indemnify and save harmless the Marina, its agents and employees against any loss, damage or claim whatever arising from or incidental to the use of the Marina property and facilities (including, without limitation, the storage pursuant hereto, or the handling of the Boat, or any other vessel owned or in the command of the Owner or his immediate family) by the Owner or the Owner's family, guests, invitees or licensees.

10. INSURANCE

The Owner warrants that he/she has and shall maintain adequate and proper insurance coverage on the Boat at all times, including standard public liability coverage which shall be in an amount and coverage acceptable to the Marina. At the request of the Marina the Owner shall provide the Marina with satisfactory evidence of valid insurance coverage.

11. RESPONSIBILITY TO WINTERIZE

The Owner acknowledges that it is his/her responsibility to winterize the Boat each year and that this service is not included in the license Fees payable under this Agreement. The Owner, prior to October 1st each year shall enter into an agreement with the Marina to provide this service at the Owner's additional expense. There shall be no obligation on the part of the Marina to winterize the Boat unless the Owner has each year during the currency of this Agreement and all Renewals entered into such an agreement.

12. LIEN ON BOAT

The Marina shall have a lien against the Boat, gear and contents for unpaid sums due or for damage caused or contributed to by the Owner or those persons for whom the Owner is responsible to any docks or other Marina property or property of any other person on the Marina premises. In addition to the lien herein provided for, the Marina shall have a lien under **THE REPAIR AND STORAGE LIENS ACT (Ontario)**.

13. SALE OF BOAT

(a) No Owner shall permit any "FOR SALE" signs to be placed on or near the Boat without the permission of the Marina management;

(b) Any Boat that is for sale must be registered as such with the Marina management;

(c) **Boats may be sold by the Owners, who may take prospective purchasers on board. No Brokers shall be permitted to show the Boat on Marina property without the prior consent of the Marina management.**

14. JOINT AND SEVERAL LIABILITY

If more than one licensee is named on this license, the liability of each shall be joint and several.

15. AUTOMATIC RENEWAL

This Agreement shall commence on the Commencement Date set out above and shall be automatically renewed from year to year on the 1st day of March in each subsequent year subject to the following:

(a) Subject to subparagraph (c) and (d) below, on or before December 31 in each subsequent year, the Marina shall forward to the Owner at the last address of the Owner shown in the records of the Marina, an invoice setting out the Fees which will come into effect on March 1 of the subsequent year, together with any amendments to this Agreement.

(b) If the Owner has not paid the Fees as invoiced and signed any amendments, this Agreement shall terminate on February 28 of the "subsequent year" referred to in paragraph (a) above. In such case, the Owner shall remove his/her Boat from the Marina property on or before Victoria Day Monday of the subsequent year and shall pay to the Marina its standard launch fee and a pro-rated amount of the storage fee for the subsequent year. If the Boat has not been removed by that date, the Owner, prior to removing his/her Boat, shall pay to the Marina the aforesaid charges together with an additional sum equal to \$1.00 per foot per day (based on the overall length of the Boat), from and including Victoria Day Monday of the subsequent year, to and including the date the Boat is removed from the Marina property.

(c) If the Owner has paid the Fees as invoiced and signed any amendments, this Agreement shall be deemed to be renewed for a further year commencing March 1 of the subsequent year together with the Fees and amendments to the Agreement sent to the Owner pursuant to subparagraph (a) above all of which shall form part of the renewal.

(d) If the Marina does not intend to renew this Agreement for a further year, the Marina shall notify the Owner in writing on or before December 31 that the Agreement shall expire on February 28 of the subsequent year. In such cases, the Owner shall remove his/her Boat from the Marina property on or before Victoria Day Monday of the subsequent year and shall pay to the Marina its standard launch fee and a pro-rated amount of the storage fee for the subsequent year. If the Boat has not been removed by that date, the Owner, prior to removing his/her Boat, shall pay to the Marina such charges together with an additional sum equal to \$1.00 per foot per day (based on the overall length of the Boat), from and including Victoria Day Monday of the subsequent year, to and including the date the Boat is removed from the Marina property.

16. BINDING ON HEIRS

This Agreement shall be binding on the parties hereto and upon their respective successors, heirs, executors, administrators, and permitted assigns.

17. This Agreement may be assigned by the Marina.

18. COVERED SLIPS

The Marina reserves the right to re-allocate the Owner's covered slip for the purposes of covered winter storage only. If the Marina exercises this right the Owner's Boat shall be returned to its assigned covered slip following the spring launch.

19. NOTICES

Any notice required by this Agreement is sufficiently given if delivered in the case of the OWNER to the address shown above and posted on the premises or left with an adult at the premises, or in the case of the Marina if delivered to the Marina at the address set out above and left with an employee of the addresses of the Owner and Marina set out above then on the fourth (4th) business day following the date of mailing (Saturdays, Sundays and Statutory Holidays excluded). Notwithstanding the foregoing notice is sufficiently given if sent by facsimile transmission to the Owner's or Marina's current fax number, and such notice shall be deemed to be received at the time of transmission.

20. PERSONAL INFORMATION

The owner hereby consents to the collection and use of personal information herein provided or otherwise collected by the Marina from time to time from the Owner in connection with this agreement and the disclosure and use of such information by the Marina in such manner as it may consider appropriate including disclosure to insurance companies, other organizations, corporations or entities.

21. OWNERS ACKNOWLEDGMENT

THE OWNER ACKNOWLEDGES THAT HE/SHE HAS READ THE PROVISIONS OF THIS AGREEMENT INCLUDING THE PROVISIONS OF PARAGRAPH 8 AND 9 HEREOF RELATING TO THE ASSUMPTION BY THE OWNER OF CERTAIN RISKS AND OBLIGATIONS AND THAT THIS AGREEMENT WOULD NOT BE ENTERED INTO BY THE MARINA BUT FOR THE INCLUSION OF SUCH PROVISIONS BINDING TO THE OWNER.

22. WARNING TO OWNER

YOU ARE WARNED THAT YOU SHOULD NOTIFY YOUR BOAT INSURER THAT YOU HAVE SIGNED THIS AGREEMENT, AS IT MAY INVALIDATE YOUR INSURANCE UNLESS YOU HAVE THE CONSENT OF THE INSURER IN WRITING.