

FRESHWATER MARINA INC.  
STORAGE CONTRACT

Date: \_\_\_\_\_ Stall# \_\_\_\_\_ Key# \_\_\_\_\_

\$ \_\_\_\_\_ Per Month Plus GST, Hydro is charged out at .14c per KW

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone# \_\_\_\_\_

Item Stored \_\_\_\_\_

Insured By: \_\_\_\_\_ Policy #: \_\_\_\_\_

The UNDERSIGNED hereby agrees to store at the Company's facilities in Campbell River, B.C. for a storing fee of:

And is subject to the storage rules and regulations as follow:

1. All items stored at the Company's compounds, whether stored under shelter or in open, shall at the Owner's risk and Company shall not be responsible under any circumstances for any loss or damage caused or sustained by such items, and without limiting the generality of the foregoing due to any accident, fire, wind, accumulation of snow and ice, whether caused by negligence of the Company, its servants or agents or the acts of third parties. The Company also assumes no responsibility for injury to an Owner or this invitee occurring within the premises from any cause whatsoever.
2. With respect to vessels and boat trailers, for the duration of this contract the Owner shall obtain Hull and Machinery coverage for the full value of the Vessel, its contents and any personal property moored or stored at the Marina, which insurance shall include without limitation a minimum of \$2,000,000.00 third party liability coverage. The Owner acknowledges and agrees that the Company shall not be responsible for providing any insurance coverage. Boat trailers are required to have appropriate ICBC Liability coverage.
3. The Company may cancel this contract if an owner, his guest or his servant breaks any of the provisions of the contract. The Owner shall remove their stored item immediately from the Company's compound and pay any outstanding invoices upon cancellation.
4. The Company reserves the right at any time to rearrange the position of any item stored at the Company's compound without previously notifying the owner of such item.
5. The Owner shall be liable for any loss, damage or destruction caused to the Company's property by the Owners stored item whether under operation and or care of the Owner or any other person on board with the Owners consent. The owner shall render payment for damages within 30 days of receiving amount for same
6. Owners must apply to the office for storage, which may be granted if space is available, subject however to the payment of the required storage charges which are payable in advance.
7. At the termination of their stay in the Company's compound, the Owner must report removal of their items from the storage to the Main Office. No refunds shall be given, if the removal of the items is not reported and recorded in the office, Owners shall continue to be charged storage until they report removal of their items to the Office and an inspection of the storage location is completed.

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- 8. Storage is for vessels, vehicles and R.V.'s, it is not intended for storage of items which would normally be stored in a garage or storage locker.**
9. The storage of inflammable liquids, oily rags is prohibited on the Company's premises. No repairs or maintenance on vessels or motors is allowed. Vessels, engines and RV's must be washed at commercial facilities.
10. Where the Company undertakes the supply of an electrical outlet for the use of the Owner, the Owner agrees to pay the amount due for the electricity with 30 days of invoice date.
- 11. All vessels must have bilges turned OFF and drip trays under engine legs/propeller shafts.**
12. Rates are subject to change. Interest Rate 2% per month applies on all overdue accounts.
13. The Company reserves the right to apply a Warehouse Lien against the items stored if payment is still outstanding. After 30 days, the item will be sold by Public Auction.
14. Wherever the word "Owner" appears it shall refer to the person(s) or company set forth on the face hereof, notwithstanding that such person(s) or company is or are not in fact the legal owners of the item. Wherever the word "Company" appears, it shall refer to J.W. Timber Co. Ltd.

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Freshwater Marina Inc.

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OWNER