



250.286.0701  
2705 N Island Hwy  
Campbell River, BC V9W 2H4  
www.freshwatermarina.ca

Vessel Owner: \_\_\_\_\_ Vessel Name: \_\_\_\_\_ Draft: \_\_\_\_\_

Vessel Make Model & Year: \_\_\_\_\_

### DRY STORAGE AND TRAVELIFT AGREEMENT

**THIS AGREEMENT** made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is made between \_\_\_\_\_, the operating Company and the Vessel Owner. The Vessel Owner hereby applies for, and the Company hereby authorizes the Vessel Owner, to store the Vessel in the Boatyard in the area selected for the Vessel by the Company for the purpose of storing and effecting Repairs to the Vessel and for no other purpose whatsoever, for and during the Term.

The parties agree that the Term may be adjusted only by, and at the sole discretion of, the Company and that any such adjustment of the Term thereafter becomes the new Term hereunder.

The Vessel Owner agrees to pay all charges invoiced under this Agreement prior to the launch of the Vessel or prior to the Vessel otherwise leaving the Boatyard. The Vessel Owner also agrees that, for all charges that are calculated based on an estimate of the Vessel’s length overall (LOA) as noted on page 2, that such charges will be adjusted for any difference in that estimate of LOA and the Vessel’s actual LOA, which shall be determined by the Company by the physical measurement of the Vessel once it is stored in the Boatyard. Charges invoiced for under this Agreement, based on an estimate of the Vessel’s LOA as noted on page 2, will include, but not be limited to, the following:

- a) Travelift charge: Full Lift           \$ \_\_\_\_\_
- b) Lay day charge of                    \$ \_\_\_\_\_ per day
- c) Pressure wash charge of            \$ \_\_\_\_\_
- d) Environmental charge of            \$ \_\_\_\_\_
- e) Tarp charge:                            \$ \_\_\_\_\_
- f) Power charge:                         \$ \_\_\_\_\_ per day for 15/30 amp, \_\_\_\_\_ per day for 50 amp
- g) Scaffolding rental:                   \$ \_\_\_\_\_ per unit per day
- h) Tool rental:                            \$ \_\_\_\_\_ per unit per day
- i) Contractor fee:                        \$ \_\_\_\_\_ per man hour
- j) All applicable Provincial and Federal taxes
- k) Such other amounts as invoiced by the Company to the Vessel Owner pursuant to the terms of this Agreement during the Term.

The Vessel Owner is responsible for the placement of Travelift lifting straps on the Vessel and must inform the Travelift crew of any underwater mechanisms or obstructions before setting the straps. The Vessel Owner is responsible for any damage to the Vessel or underwater mechanisms during the Travelift operation.

The Vessel Owner agrees to comply with the Company’s “Boatyard Rules and Practices” as well as the Clean Marine BC Policy, copies of which are available for view in the office. The Vessel Owner further agrees that the *Boatyard Rules and Practices* and Clean Marine BC Policy form a part of this Agreement.

In this Agreement, the words, phrases and expressions set forth on page 2 of this Agreement are used with the meanings defined therein.



250.286.0701  
2705 N Island Hwy  
Campbell River, BC V9W 2H4  
[www.freshwatermarina.ca](http://www.freshwatermarina.ca)

THIS AGREEMENT, UNDER THE *BOATYARD RULES AND PRACTICES*, CONTAINS TERMS WHICH EXCLUDE LIABILITY OF THE COMPANY FOR DAMAGE AND PERSONAL INJURY AND WHICH PROVIDE AN INDEMNITY TO THE COMPANY.

The Vessel Owner hereby agrees to the terms and conditions governing this Agreement, including the *Boatyard Rules and Practices* which form part of this Agreement.

\_\_\_\_\_  
Signature of Vessel Owner

\_\_\_\_\_  
Company's Authorized Signatory

In this Agreement the following expressions shall have the following meanings:

**"Boatyard"** means the Company's storage and Travelift facility

**"Boatyard Rules and Practices"** means the Company's list of rules and practices governing the conduct of all persons in the Boatyard

**"Company"** means The Company operating the Travel Lift and Boatyard business on behalf of the owner J.W.Timber.

**"Lay day charge"** means the charge for the area in the Boatyard allocated, at the sole discretion of the Company, for storage of the Vessel during the Term or any portion thereof

**"Contractor"** means any person or persons hired by the Vessel Owner, that is/are not a regular employee and whose business is/are independent of the Vessel Owner, to effect Repairs on the Vessel in the Boatyard, and who complies with WCB and insurance requirements.

**"Vessel Owner"** means the owner of the Vessel and/or the authorized agent, servant, heir and/or assign who further, for the purpose of this Agreement, has the authority to enter into this Agreement with the Company to Travelift and deposit the Vessel with the Company for the purpose of storing the Vessel in the Boatyard and whose particulars are hereby set out, and the Company can rely on the signatory to this Agreement as representing such owner:

Name \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City/Prov./PC \_\_\_\_\_

Phone: Res \_\_\_\_\_ Cell \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_