



J.W. Timber Co. LTD
Shark Industries Ltd
Freshwater Boatyard Agreement

TERMS and CONDITIONS

1. I confirm that I am the registered Owner of the above-named vessel or that I am the representative authorized to act on behalf of the vessel Owner.
2. I hereby authorize J.W. Timber Co Ltd (**the ‘Marina’**) to proceed with the lift and work specified in this Agreement, including but not limited to the supply of consultants, sub-contractors, labour, parts, and materials and to operate the Vessel for the purposes of inspection and/or testing.
3. I agree that, upon leaving the Vessel in the possession, care, or control of the Marina for the purpose of providing services under this Agreement, the Marina takes legal possession of the vessel and thereby retains the rights of recourse to all possessory and lienholders’ remedies provided by law.
4. If the Vessel is the subject of a Moorage License Agreement (“**MLA**”) with the Marina, I agree that paragraph 3 of this Agreement shall apply notwithstanding the terms of the MLA, until and only until all amounts payable in respect of this Agreement are paid in full to the Marina. At that time, paragraph 3 of this Agreement ceases to operate in priority to the terms of the MLA.
5. Notwithstanding paragraphs 3 and 4 above:
 - (a) I fully assume and accept all risks, damages and hazards of personal injury, death and loss or theft of or damage to the vessel and/or personal property. The Vessel and its contents left at J.W. Timber Co./ Shark Industries LTD is at my own risk.
 - (b) The Marina and its directors, officers, employees, servants, or agents (the “**Releasees**”) are not liable or in any way responsible for any loss, theft, damages or expenses of any nature whatsoever, including but not limited to those arising or resulting from personal injury, death, inadequate cold weather protection or loss or theft of parts or accessories of the Vessel or damage to the Vessel or personal property, however caused, whether by the negligence of the Releasees or the acts of third parties.
 - (c) I will hold harmless the Releasees and indemnify them in respect of any and all liability for personal injury, death or loss of or damages to the Vessel and/or personal property suffered by them, myself, or a third party (including but not limited to any children or minors under the supervision of my guys or myself), as a result of the Vessels repair or if I or my guests being present on property or waters owned or leased by the Marina during the period of the repair. I further agree to be liable for any loss, damage or destruction caused to the Marina’s property in that respect, and to pay the cost of restoring such loss, damage, or destruction within 30 days of receiving an account for the same.
 - (d) Notwithstanding the foregoing, if it is held that the Releasees are liable for any claim, then the amount of their liability shall not exceed \$1,000,000 CAD.
6. If the Vessel remains on Marina property after the date on which I am advised by the Marina of the completion of the work, notwithstanding the vessel being the subject of a Moorage License Agreement with the Marina, I agree to pay the associated storage charges on a per diem basis and calculated at the current rate charged b the Marina.
7. Environmental Fees will be charged on each work order (to a maximum of \$150.00)
8. I agree to leave the work site clean of all debris from work performed by myself or my representatives and agree to pay all cleanup charges levied by the Marina in that regard.
9. Prior to the return of the Vessel by the Marina, and at the option of the Marina, I will sign a guarantee of payment for the amount set out in the Marina’s Invoice/Work-Order.
10. A work order must be signed prior to lifting the Vessel. Your work area must be clean, and all charges are due prior to launching.