Shearwater Marina & Resort

Moorage Contract

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1. Agreement Basis

- This contract grants a *license* to use a berth at Shearwater Marina—not ownership or a lease.
- Both parties acknowledge payment and other mutual consideration.

2. Berth Use

- Berth use is non-residential. The Company may relocate your vessel or change your berth at any time.
- The Owner is responsible for the vessel's safety, maintenance, and proper mooring.

3. Vessel Description

- The Owner must provide accurate vessel details. Inaccuracies may result in termination.

4. Utility Charges

- The Owner must pay for utilities like electricity and garbage.
- Non-payment may result in termination of service.

5. Payment Terms

- All fees are prepaid and taxable. Overdue amounts incur 2% monthly interest.
- New customers must prepay 6–12 months unless otherwise approved.

6. Marina Rules and Conduct

- No business or third-party work without Marina approval.
- Alcohol use is restricted, smoking is banned on docks, and children must be supervised and pets must be on leash.
- Vessel speed limits: 4 knots or no wake.
- No fueling from portable containers or using open flames (except fixed BBQs).
- Minor repairs only; major work must be done off-site or at the shipyard.
- Environmental standards apply—no discharge of waste or pollutants.
- Docks must be clear for emergency access; unauthorized items may be removed.
- Improper mooring may be corrected by Marina at the Owner’s expense.
- Sinking or hazardous vessels must be removed immediately by the Owner.

7. Rule Updates

- Rules may be updated with notice via posting at the Marina.

8. Lien and Vessel Sale

- The Marina has a lien on the vessel for unpaid fees.
- After 45 days unpaid, the vessel may be seized, moved, and sold.

9. Termination

- The Company may terminate the contract with 48 hours’ notice for breach or nuisance, or 30 days for any reason.
- The Owner must vacate on notice.

10. Owner Termination

- Requires 45 days’ written notice, effective on the last calendar day of a month.

11. Contract Survival

- Terms remain enforceable even after termination or vessel removal.

12. Renewal

- Renewal is not guaranteed and must be requested in writing.

13. Overholding

- Unauthorized moorage after expiry is charged at 150% of the highest daily rate.

14. No Refunds

- Moorage fees are non-refundable.

15. Liability and Insurance

- The Owner accepts all risks, including injury or loss.
- $2M third-party insurance is required.
- The Marina is not liable for loss or damage.
- The Owner is liable for any damage caused to Marina property.

16. No Assignment

- Berths cannot be assigned or sublicensed without Marina approval.
- A vessel sale does not transfer this contract.

17. Notices

- Communication to the Owner may be via email, mail, or posted notice.

18. Deposit

- A security deposit may be required to cover unpaid fees or damages.

19. Definitions

- “Marina” includes docks, boatyard, and storage.
- “Company” includes affiliates and staff.

20. Legal Provisions

- Interest will not exceed legal limits.
- Contract language is neutral in interpretation.
- Governed by BC law.
- This document is the entire agreement; no other representations apply.