

**FALSE CREEK YACHT CLUB
LONG TERM PREPAID MOORAGE AGREEMENT**

This Agreement is dated for reference this _____ day of _____, 202_____.

BETWEEN:

FALSE CREEK YACHT CLUB, a society incorporated pursuant to the laws of British Columbia
with an address at 1661 Granville Street, Vancouver, BC V6Z 1N3

(the “**Club**”)

AND: [*insert Licensee’s name*], _____, [occupation] _____

with an address of:

(the “**Licensee**”)

WHEREAS

- A. The Club is a yacht club that offers moorage to its members at its Marina;
- B. The Licensee seeks to obtain long term moorage from the Club, and the Club currently has a waitlist of approximately 5 years;
- C. The Club desires to construct additional slips at its Marina to expand available moorage to its members; and
- D. The parties wish to enter into this agreement under which the Licensee will prepay moorage fees and the Club will apply such funds toward the construction of additional slips at its Marina, and upon completion of such slips the Licensee will be entitled to moor a vessel at a slip designated by the Club in accordance with the licence granted under this Agreement, all on the terms and conditions set out in this Agreement and without granting the Licensee any property interest in the Marina or any slip.

NOW THEREFORE of the payment of \$10.00 by each party to the other and other valuable consideration the sufficiency of which is hereby confirmed the parties agree as follows:

Definitions

- 1. In this Agreement, the following terms have the following meanings:
 - (a) “**Active Membership**” means a category of Club membership for vessel owners or aspiring vessel owners who are seeking access to moorage at the Marina;
 - (b) “**Marina**” has the meaning set out in the Terms and Conditions;
 - (c) “**Occupancy**” means that date that is two (2) weeks after the Occupancy Notice is sent by the Club;
 - (d) “**Occupancy Notice**” means the notice provided by the Club to the Licensee that the Slip is ready for use, which shall be delivered via email and deemed delivered once sent unless the Club receives a failure to send notification;
 - (e) “**Prepaid Moorage Fee**” has the meaning set out in Section 6;
 - (f) “**Project Condition**” has the meaning set out in Section 8;
 - (g) “**pro-rated portion of the Prepaid Moorage Fee**” means the portion of the Prepaid Moorage Fee attributable to the unused portion of the Term, calculated on a straight-line basis by dividing the Prepaid Moorage Fee by the total number of days (or, if applicable, weeks, months, or years) in the

Licensee Initials

Term and multiplying the result by the number of days (or weeks, months, or years) remaining in the Term;

- (h) **"Slip"** means the mooring space at the Marina assigned to the Licensee as specified on page 6 of this Agreement;
- (i) **"Term"** has the meaning set out in Section 5;
- (j) **"Terms and Conditions"** has the meaning set out in Section 2;
- (k) **"Vessel"** means the Licensee's vessel that will be moored at the Slip, and includes any replacement vessel approved by the Club from time to time.

Club's Terms and Conditions

- 2. The Club's Terms and Conditions attached hereto as **Schedule A ("Terms and Conditions")** shall apply to this Agreement, subject to Section 23.

Licence

- 3. The Club agrees to grant the Licensee a licence to use the Slip at the Marina to berth the Vessel for the Term, unless this Agreement is terminated early in accordance with its terms.

Vessel Ownership and Approval

- 4. The following terms apply to the Vessel:
 - (a) The Vessel must be approved in advance by the Club, and only the Vessel as approved by the Club may be moored at the Slip. The Club may withhold approval, at the Club's discretion, acting reasonably, if the vessel is unsuitable for the Slip, inconsistent with Club policies, or otherwise unacceptable to the Club.
 - (b) All individuals who own the Vessel must be Licensees, except that if any of the individual owners are legal spouses, only one spouse is required to be a Licensee. Where the Vessel is owned by a corporation, any individual who owns twenty-five percent (25%) or more of the controlling ownership interests of that corporation must be a Licensee. If no individual owns twenty-five percent (25%) or more of the controlling ownership interests, then the individual or individuals holding the greatest ownership interest in the corporation must be Licensees. Where any such individuals are legal spouses, only one spouse is required to be a Licensee.

Term

- 5. Moorage of the Slip shall commence on the Occupancy Date and shall continue for a period of 15 years from such date (the **"Term"**), subject to early termination in accordance with the terms of this Agreement.

Moorage Fees

- 6. The Licensee will pay the Club the total sum specified on page 6 of this Agreement plus taxes (the **"Prepaid Moorage Fee"**), that being the total moorage fee for the Term, within fifteen (15) days of execution of this Agreement by both parties. The Prepaid Moorage Fee is for moorage only. Other fees, such as utilities, are payable in accordance with the Terms and Conditions.

Club Membership

- 7. The Licensee agrees to apply for an Active Membership with the Club in accordance with the Club's Rules and Bylaws concurrently with signing this Agreement, and to maintain such membership in good standing from the date of this Agreement until the end of the Term, unless this Agreement is terminated earlier in accordance with its terms.

Licensee Initials:

Licensee Acknowledgements

8. The Licensee expressly acknowledges and agrees that:
- (a) the Slip does not currently exist;
 - (b) the Club intends to construct the Slip by December 31, 2026;
 - (c) Construction of the Slip is conditional upon the Club entering into 15 fully executed long term prepaid moorage agreements, together with the receipt of the associated prepaid moorage fees (the "**Project Condition**");
 - (d) all new slip construction timelines and completion dates are approximate only and subject to change;
 - (e) Certain slips, which may include the Slip, are located under the Granville Street bridge which has bird netting present that is under the control of the City of Vancouver.
 - (f) the Prepaid Moorage Fee is:
 - i. fully earned on receipt;
 - ii. not a deposit;
 - iii. not refundable except as expressly set out in this Agreement;
 - iv. not required to be held in trust, escrow, or any segregated account; and
 - v. can be used by the Club for construction costs,
 - (g) this Agreement grants a licence to the Licensee only and does not convey any proprietary or other interest in land, water lot, improvements or chattels; and
 - (h) the Licensee requires an Active Membership with the Club upon full execution of this Agreement and throughout the Term.

Termination before Occupancy

9. The Club may terminate this Agreement at any time before the Occupancy Date if:
- (a) the Project Condition is not satisfied by December 31, 2027,
 - (b) any necessary consents, approvals, or permits for the new slips cannot be obtained;
 - (c) the Club's contractor becomes insolvent or otherwise unable to perform the work;
 - (d) any regulatory or environmental conditions materially change or prevent construction of the new slips; or
 - (e) any other circumstance that renders construction of the new slips uneconomic or impractical in the Club's sole discretion.
10. The Licensee may terminate this Agreement before the Occupancy Date if, and only if, the Club does not provide the Occupancy Notice by December 31, 2027.
11. On termination, in accordance with Sections 9 or 10, the Club shall refund the Prepaid Moorage Fee to the Licensee. Such refund is the Licensee's sole and exclusive remedy, and the Club shall not be liable for any damages or losses of any kind whatsoever.

Termination after Occupancy

12. If the Slip becomes damaged, destroyed, or otherwise unusable during the Term, the Club will either (a) repair the Slip, (b) provide the Licensee with an alternative slip, or (c) terminate this Agreement by providing the Licensee with written notice following a notice period determined by the Club, in the Club's sole discretion. In each case, the Term will be extended by the period of time during which the Slip is unusable as a result of such damage, destruction, or unavailability, and an alternative slip is unavailable for the Licensee's use. On termination in accordance with Subsection (c), the Club shall refund the Licensee the pro-rated portion of the Prepaid Moorage Fee for the unused portion of the Term. Such refund is the Licensee's sole and exclusive remedy, and the Club shall not be liable for any damages or losses of any kind whatsoever.
13. If the Licensee defaults under this Agreement, including without limitation failing to pay any Active Membership fees when due, the Club may give the Licensee written notice of the default. The Licensee will have thirty (30) days from the date of notice to rectify the default. If the default is not rectified within that period, the Club may terminate this Agreement by providing written notice with an effective termination date determined by the Club, in its sole discretion.
14. On termination in accordance with Section 13, the Club may re-license the Slip on a long-term or short-term basis, and the Club shall pay the Licensee an amount equal to any moorage fees actually received by the Club from re-licensing the Slip for the balance of what would have been the Term, up to a maximum of the pro-rated portion of the Prepaid Moorage Fee as of the date of termination of this Agreement, minus a relicensing fee equal to ten percent (10%) of the Prepaid Moorage Fee and any other outstanding club amounts due. The Club shall first deduct the relicensing fee and any outstanding club amounts due from any moorage fees received to re-license the Slip, and only the remaining balance shall be paid to the Licensee, as and when such moorage fees are received by the Club. Such payment is the Licensee's sole and exclusive remedy, and the Club shall not be liable for any damages or losses of any kind whatsoever.

Restrictions on Assignment

15. Except as set out in Section 16 and provided at least one (1) year of the Term has elapsed, the Licensee may offer an assignment of this Agreement, through the Club, to Club members in order of seniority, as determined by the Club in accordance with its policies, at a price not exceeding the pro-rated portion of the Prepaid Moorage Fee. An assignment will have no force or effect unless:
 - (a) the proposed assignee is an Active Member or becomes an active member concurrently with the assignment;
 - (b) the Licensee pays the Club a relicensing fee equal to ten percent (10%) of the Prepaid Moorage Fee; and
 - (c) the Club consents to the assignment and has reviewed and approved the form of assignment agreement, with the Club's legal fees (on a solicitor and own client basis) payable by the Licensee.
16. Upon the Licensee's death, this Agreement may be assigned to an immediate family member (being the Licensee's spouse, parent, or child), provided the family member is an Active Member or applies to become an Active Member before the assignment takes effect.
17. The Licensee shall have no other right to assign, transfer, or sublicense this Agreement or the Slip, in whole or in part, except as set out in Sections 15 and 16.

Right of First Refusal

18. At the expiry of the Term, the Licensee shall have the right of first refusal to enter into a new moorage agreement for the Slip on the terms offered by the Club. The length of the new term and the moorage fee for such term shall be determined by the Club in its sole discretion. The Licensee may exercise this right by providing written notice to the Club within ten (10) days of receiving the Club's proposed terms. If the Licensee does not accept the proposed terms, the Club may licence the Slip to Club members in accordance with the Rules and Bylaws.

Limitation of Liability

19. The Licensee agrees the Club's maximum liability to the Licensee in respect of the Prepaid Moorage Fee, whether in contract, tort, or otherwise, shall in no event exceed the amounts payable under Sections 11, 12 or 14, as applicable, and the Club shall have no further obligation or liability of any kind with respect to refunding the Prepaid Moorage Fee, including without limitation any loss, damage, or expense relating to loss of use, loss of anticipated moorage, or any consequential, incidental, or special damages.

General

20. **Survival.** The following provisions shall survive the expiration or termination of this Agreement: 8 (Licensee Acknowledgements), 11 (Termination before Occupancy), 12 and 14 (Termination after Occupancy), 15 (Restriction on Assignment), 19 (Limitation of Liability), 20 to 24 (General), and any provisions of the Terms and Conditions that are stated to survive termination, expiration, or otherwise.
21. **Precedence.** If there is a discrepancy or inconsistency between this Agreement, the Terms and Conditions, and the Club's Bylaws, the terms of the Club's Bylaws shall govern. Subject to the Club's Bylaws, the terms of this Agreement shall govern to the extent of any discrepancy or inconsistency with the Terms and Conditions.
22. **No Waiver.** No failure or delay by the Club in exercising any right or remedy under this Agreement constitutes a waiver of that right or remedy. A waiver is effective only if it is express, in writing, and signed by the Club, and applies only to the specific matter identified in the waiver.
23. **Joint and Several.** If more than one person constitutes the Licensee, each such person is jointly and severally liable for all obligations of the Licensee under this Agreement, and the Club may enforce its rights against any one or more of them without affecting its rights against the others.
24. **Legal Advice.** The Licensee acknowledges and agrees that the Licensee has had the opportunity to obtain independent legal advice with respect to this Agreement, or has knowingly waived the right to do so, and that the Licensee is entering into this Agreement freely and voluntarily, with full knowledge and understanding of its terms. The Licensee represents that the Licensee is seeking to obtain long-term moorage in the competitive False Creek area, and acknowledges that the Club is relying on the Licensee's understanding of, and strict compliance with, this Agreement in proceeding with the expansion of moorage access in the False Creek area, under which the Licensee will benefit.
25. **Counterparts and Electronic Delivery.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which together constitute one and the same agreement. Delivery of an executed counterpart by email in PDF format, or by other electronic means of transmission, shall be as effective as delivery of a manually executed original.

[The remainder of this page is intentionally left blank. The signature page follows]

I, THE UNDERSIGNED LICENSEE, AFFIRM BY MY SIGNATURE BELOW THAT I HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS LONG TERM PREPAID MOORAGE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE A AND AGREE TO BE BOUND BY THEM. I have also received, and agree to follow, the Club's Rules and Bylaws. I agree to require my guests and invitees to do the same and to be liable if they fail to do so. If any information provided by me about my contact details changes, I agree to promptly notify the Club of the change and to be liable for any loss or damage that I suffer as a result of not providing updated information to the Club. I agree that the Club is not liable for any damage to property belonging to me, my guests, invitees, servants or agents or to the Vessel or for personal injury or death to me or my guests or invitees even if caused by the negligence of the Club.

Licensee:

Signature: _____

Name (Print): _____

Signature: _____

Name (Print): _____

False Creek Yacht Club:

Per: _____
Authorized Signatory

Prepaid Moorage Fee: \$ _____

Assignment Slip: _____

Licensee Initials:

Schedule A

Terms and Conditions

1. Definitions

“**Club**” includes the False Creek Yacht Club’s officers, directors, employees, volunteers, agents, contractors and subcontractors.

“**Fees**” means any utility fees payable by the Licensee and Vessel and any other amount which the Licensee or Vessel becomes liable to pay to the Club.

“**Marina**” means the premises operated, leased or owned by the Club and includes reciprocal moorings, out stations and all associated facilities.

“**Licensee Parties**” means the Licensee and the Vessel, the Licensee’s family members, agents, guests, employees, invitees, licensees, contractors, and any other person at the Club in connection with the Vessel or the Licensee’s use of the Marina or for whom the Licensee is responsible at law.

“**Rules and Bylaws**” means the Club’s Moorage and Outstation Regulations and Rules and the Club’s Bylaws, as they may be amended from time to time including during the Term of this Agreement and also includes any Club policies which are intended to apply generally to Club members.

2. **License Only.** This Agreement is not a lease or a bailment agreement. The Licensee has no proprietary rights whatsoever to any slip. The Club has the right at any time and from time to time, without any notice to the Licensee and at the sole risk of the Licensee, to rearrange the position or orientation, or change the location, of the Vessel, and the Licensee hereby appoints the Club as its agent for such purposes.

3. **Description of Vessel.** The Licensee warrants that its description of the Vessel is accurate and complete. If, in the sole and absolute discretion of the Club, the description of the Vessel is inaccurate or incomplete in any respect, whether material or not, the Club, at its option, may require the Licensee to correct the information.

4. **Utility Usage and Fees.** The Licensee will pay, as an additional fee to the moorage fees, utility fees charged by the Club in respect of electricity, garbage disposal, water and other utilities and services, as the Club may in its sole and absolute discretion consider reasonable. If the Licensee fails to pay any such utility fees, the Club may at any time thereafter and without any notice, immediately or after such period of time as the Club determines in its sole and absolute discretion, terminate some or all of the utilities and services provided, without limiting any other remedies available to the Club as a result of the Licensee’s failure to pay. The Club is not liable for any consequences of terminating utilities to a Vessel. If the Licensee connects the Vessel to shore power utility services, the Licensee must use an electrical cord approved for marine usage and in compliance with requirements of Vancouver fire codes. The Licensee accepts that because third parties supply the utilities the Club can neither guarantee the continuity of utility services nor, with regard to electrical service, the characteristics of such service and its compatibility with the Vessel’s electrical protector, if any.

5. **Payments.** All accounts for Fees and any other amounts owing are due immediately upon being issued by the Club. Interest is payable on all amounts overdue more than thirty (30) days to the Club at a rate of two percent per month (twenty four percent per year). The Licensee will reimburse the Club on demand for all losses, costs and expenses incurred by the Club (including solicitor and client own legal fees) to collect overdue amounts or enforce the Club’s rights under this Agreement, the Rules and Bylaws, whether by legal action or otherwise. There will be a charge for a NSF cheque of \$100 to reimburse the Club for bank charges and time incurred dealing with the NSF cheque.

6. Marina Use and Safety

(a) The Licensee Parties may not carry on any business at the Marina or the Vessel while moored at the Marina without the prior written consent of the Club, which consent may be withheld by the Club in its sole and absolute discretion.

(b) The Licensee Parties will not carry on any activities at the Marina or on the Vessel while moored at the Marina that may be deemed by the Club, in the Club’s sole and absolute discretion, to be a nuisance. This includes operating the Vessel or other boats at unsafe speeds or generating noise that interferes with other users of the Marina and neighbours to the Marina.

(c) The Licensee will keep the Vessel and Slip clean and orderly and Licensee Parties will not permit any garbage, bilge contents, petroleum products (including oily rags or other subjects which might spontaneously combust) or other organic or inorganic wastes, contaminants or pollutants to be emptied overboard or escape from the Vessel or be deposited anywhere within the Marina except into receptacles provided for that purpose. The Licensee Parties will comply with all environmental laws. Without the express written consent of the Club, the Licensee Parties will not bring any contaminants or pollutants onto the Marina excepting only fuel and lubricants in the fuel tanks, engine and operating parts of the Vessel. The Licensee will notify the Club promptly of any breach or suspected breach of this Section and will indemnify the Club against all loss and

expense arising therefrom.

- (d) Except during refit for such a period of time as is approved in writing by the Club, the Vessel must be capable of moving under the Vessel's own power and the Licensee agrees to demonstrate that it can do so upon request.
- (e) The Licensee will moor, operate, and maintain the Vessel in a seaworthy condition and responsible manner and not to do or permit anything to be done by the Licensee Parties which, in the opinion of the Club, may be or become a nuisance or disturbance or in any way constitutes harassment of the Club's employees, members, directors or other users of the Marina.
- (f) Upon termination of this Agreement, the Licensee will remove the Vessel from the Marina immediately, and if not removed, to pay the Club on demand all expenses incurred by the Club in storing, moving, or mooring the Vessel and any costs relating thereto, and that the Club undertakes such measures as the Licensee's agent and is not liable for any damage or loss which arises as a result, even if caused by the Club's own negligence.
- (g) The Licensee will indemnify and hold harmless the Club from and against all claims for loss, damage or expense, death or injury resulting from any acts or omissions of the Licensee, the Vessel and the Licensee Parties.
- (h) The Licensee will immediately report any collision with another vessel or damage caused to other property at the Marina, including the docks and other vessels, to the Club's office.
- (i) The Licensee will require all contractors retained to perform work on the Vessel to report to the Club and to satisfy any requirements for contractors performing work at the Marina before commencing any work.
- (j) Regardless of whether the Club has insurance to pay for the loss, the Licensee is liable for any loss, damage or destruction caused to the Club's property by the Vessel, the Licensee or the Licensee Parties and will pay to the Club the amount required to restore the property to its state before such damage, within 30 days of receiving an account for the same.
- (k) If the Vessel is in danger of sinking or is a hazard to other vessels or the Marina, as determined by the Club, in its sole and absolute discretion, the Licensee at the Licensee's expense must remove the Vessel from the Marina. The Club may, but is not obligated to, arrange for the removal from the Marina of any vessel which, in the Club's opinion, in its sole and absolute discretion, appears to be in danger of sinking or a hazard to other vessels or the Marina, in which case the Licensee will indemnify the Club for the costs of such removal. The Club is not liable for any loss suffered by the Licensee Parties or damage to the Vessel by reason of removing the Vessel from the Marina, even if caused by the Club's negligence.

7. Rules and Bylaws. The Licensee Parties must comply with the Rules and Bylaws which are incorporated into and form part of this Agreement. The Licensee shall indemnify the Club for any failure of any of the Licensee Parties to comply with this Agreement.

8. Lien and Sale of Vessel

- (a) The Club has a possessory and a general lien upon the Vessel and any other property of the Licensee at the Marina for all Fees which are or become owing to the Club by the Licensee or the Vessel under this Agreement or otherwise.
- (b) If Fees are outstanding for 45 days, or if there is a breach of the Rules and Bylaws by the Licensee Parties, the Vessel and any other property belonging to the Licensee may be seized and impounded by the Club. In such event, the Licensee authorizes the Club to lift the Vessel and store it and other property belonging to the Licensee in any impoundment facility and the Licensee will indemnify the Club for the costs of the same. The Club is not be liable for any loss suffered by the Licensee Parties or damage to the Vessel or any other property belonging to the Licensee by reason of seizing, lifting, or impounding the Vessel in accordance herewith, even if caused by the negligence of the Club.
- (c) To recover any Fees, the Club may, upon 45 days' notice to the Licensee, in any manner sell and absolutely dispose of the Vessel (including, without limitation a disposition by way of destruction, or sale for scrap) pursuant to its contractual lien, and the Licensee hereby appoints the Club as its agent do all things and sign all documents necessary for such sale and disposition.
- (d) The Club is entitled to deduct from the proceeds of any sale or disposition hereunder, in addition to the Fees, all costs and expenses of every nature whatsoever incurred by the Club in connection with such sale (including without limitation legal fees on a solicitor and own client basis and any costs or expenses incurred by the Club in connection with obtaining a declaration in any court regarding the rights of the Club under this paragraph or the validity of a sale or proposed sale of the Vessel pursuant to this paragraph) and in the event that such costs and expenses are incurred in connection with an uncompleted sale or disposition other than

Licensee Initials:

by sale, the Club is entitled to recover from the Licensee the costs and expenses incurred by the Club in connection with such uncompleted sale or disposition.

- 9. Survival.** Notwithstanding anything in this Agreement to the contrary, the remedies available to the Club to enforce this Agreement, and the releases, indemnities and exclusions, shall survive the termination of this Contact, the vacating of the Marina by the Licensee or Vessel, and the issuance of a notice to terminate the license for cause or otherwise by either party to this Agreement.
- 10. Overholding.** If the Vessel continues to be moored at the Marina once the Term expires or after the termination otherwise of the license granted to the Licensee to moor the Vessel at the Marina, the Licensee shall promptly pay to the Club for such unauthorized moorage at 200% of the highest daily rate charged by the Club in respect of vessels having the similar specifications as the Vessel. The provisions of this Agreement shall apply to such unauthorized moorage, except that the Club shall not be deemed to have consented to or permitted such moorage.
- 11. Indemnity, Limitation of Liability and Insurance**
- (a) The Licensee acknowledges that boating and the maintenance of a vessel involve many inherent risks, dangers and hazards and agrees that while moored at the Marina, the Vessel must carry the following insurance policies in the name of the Licensee, with deductibles and premium solely to the Licensee's account:
- (i) hull and machinery insurance coverage up to the Vessel's fair market value including its contents and any personal property, with a waiver of subrogation in favour of the Club; and
 - (ii) third party marine liability insurance coverage for a minimum \$2,000,000 (or greater amount as may be required by the Club in its sole and absolute discretion), with the Club named as an additional insured and a waiver of subrogation in favour of the Club; and
- (b) The Licensee will provide proof of the required insurance to the Club upon request.
- (c) The Licensee acknowledges and agrees that the Club is not responsible for providing any insurance coverage for its benefit.
- (d) Notwithstanding the rights granted to the Club under Section 8 [Lien and Sale of Vessel] of this Agreement, the Club does not take possession of, or undertake any duty to take care of the Vessel or any other property belonging to the Licensee Parties at the Marina. The Club does not represent that the slips are fit for any purpose. The Licensee accepts the Marina and any slip assigned for the Licensee's use on an "as is, where is" basis and acknowledges that, in its own judgment, the Slip and the Marina are suitable and appropriate for the Vessel.
- (e) The Licensee agrees that the Club is not liable or responsible for, and the Licensee hereby waives and releases the Club from, any loss, theft, damages or expenses, of any nature whatsoever (including without limitation those arising or resulting from personal injury, death, or loss or theft of or damage to vessels, contents, or personal property, and those suffered or incurred by any of the Licensee Parties), however caused, whether by negligence of the Club or the acts of third parties or otherwise.
- (f) The Licensee will hold harmless and indemnify the Club in respect of any and all liability for personal injury, death, or loss of or damage to vessels or contents suffered by the Club, any of the Licensee Parties, or third parties (including without limitation to any children or minors under the supervision of the Licensee or the Licensee Parties), as a result of the Licensee Parties' attendance at the Marina, or the Licensee's mooring or occupying of a vessel at the Marina.
- (g) The Licensee agrees to be liable for any loss, damage or destruction caused to the Club's property by the Licensee Parties or in connection with the Vessel or the Licensee Parties' use of the Marina, and to pay the cost and expenses incurred by the Club in respect of restoring such loss, damage or destruction, within 30 days of receiving an account for the same.

12. Vessel Transfer

- (a) A party purchasing part or all of the interest in the Vessel, or any interest in the ownership of the Vessel, shall not automatically acquire any of the rights arising under this Agreement. Before selling the Vessel, the Licensee shall bring this Section to the attention of the prospective purchaser and of any agents acting on behalf of either the Licensee or the prospective purchaser. If the Vessel is owned by a corporation, a change in ownership of that corporation is deemed by the Club to be a change in ownership of the Vessel.
- (b) If requested, the Licensee will promptly provide the Club with documentation to evidence that the Licensee is the registered owner of the Vessel.

Licensee Initials:

13. **Liveboards.** The Licensee Parties must comply with respect to the Rules and Bylaws when it comes to staying overnight on the Vessel. Should the Club become liable to pay any additional costs, including property taxes, municipal fees or insurance as a result of the Licensee Parties staying overnight on the Vessel, the Licensee will indemnify the Club for all such costs.
14. **Key Fobs and Personal Information.** The Club may keep track of personal information relating to the Licensee Parties' use of the Club and the Marina through the use of electronic means such as key fobs, security cameras and written records. The Licensee agrees on his/her own behalf and on behalf on Licensee Parties that such personal information may be used by the Club to enforce this Agreement, the Rules and Bylaws.
15. **Notices.** Any notices to be given by the Licensee in connection with this Agreement must be in writing and delivered to the Club's office 1661 Granville Street, Vancouver BC, V6Z 1N3 or to the Club's email account at fcyc@fcyc.com. Any notices, billings, or other communications to be given to the Licensee by the Club may be given in writing to the Licensee by mailing it to the address provided by the Licensee for receiving invoices, emailing it to the email address provided by the Licensee or by posting it on the Vessel, and shall be deemed effectively given three days after being so posted on the Vessel or mailed to the Licensee in accordance herewith. It is up to the Licensee to keep the Club informed of all changes in contact information including in the Club's membership records without delay. If the Licensee fails to receive a notice or invoice by reason of not providing the Club with up to date contract information, the consequences of that failure is entirely to the Licensee's account.
16. **No Contra Preferentum.** The language in this Agreement will in all cases be construed as a whole and neither strictly for nor strictly against any of the parties to this Agreement.
17. **Governing Law.** This Agreement will be in all respects governed by and construed in accordance with the maritime laws of Canada and to the extent application, the laws of the Province of British Columbia. Each of the parties hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia..
18. **Rules and Bylaws.** The Licensee agrees that the Rules and Bylaws are incorporated into this Agreement such that a breach of the Rules and Bylaws is also a breach of this Agreement entitling the Club to terminate the Contract.
19. **Severability.** Any term in this Agreement which is unenforceable or illegal shall be severed from this Agreement and shall not affect the enforceability of other terms of this Agreement.
20. **Entire Agreement.** This Agreement is the entire agreement between the Club and the Licensee in respect of the subject matter of this Agreement and in respect of any circumstances or events surrounding or arising in connection with the subject matter of this Agreement. This Agreement cannot be added to or altered except by agreement in writing. There are no representations, warranties, conditions, covenants, agreements or promises of any nature (implied, collateral, statutory or otherwise) binding upon the Club in connection with this Agreement or the subject matter of this Agreement, or in connection with any circumstances or events surrounding or arising in connection with the subject matter of this Agreement, except as expressly set out herein.