

I/we, the Owner, do hereby agree to rent space for moorage thereof at the Fairwinds Marina from the Company starting the, _____ day of _____, 20____, at the rate stated above and subject to the terms and conditions set out in "Appendix A", all of which I/we accept. I/we, the Owner, ACKNOWLEDGE that I/we have read and understand the terms and conditions set out in this contract. I/we, understand that it is my sole responsibility to consult a lawyer if I do not understand any part of this contract.

NOTE: THERE ARE CLAUSES IN THIS CONTRACT THAT LIMIT THE LIABILITY OF THE COMPANY

THE OWNER ACKNOWLEDGES AND COVENANTS AND AGREES WITH FW Enterprises Ltd. (the Company) THAT THIS CONTRACT IS FOR THE PROVISION OF SPACE ONLY AND THAT:

Agreed to By: Owner's Name(s) _____

1. LICENSE AGREEMENT:

Wherever the word "Owner" appears, it shall refer to the person, persons, or company indicated as owner(s) on the face hereof, notwithstanding that such person, persons or company is or are not in fact legal owners of the boat referred to herein. Whenever the word "Company" appears, it shall refer to FW Enterprises Ltd.

This license is made between: FW ENTERPRISES LTD ("Company") and the undersigned Customer licensee under the following terms and conditions and is contingent upon receipt and proof of insurance and verification of overall vessel length.

The Owner represents and warrants that he/she is the legal and beneficial owner(s) of the vessel.

2. TERM COMMENCEMENT, PRORATION AND TERMINATION:

The Company grants a license to a Owner to use the Slip for moorage of the Vessel identified herein. This Agreement shall remain in effect until terminated. The Owner must submit a written Notice of Intention Not to Renew Thirty (30) days prior to termination. The Company may terminate this Agreement at any time with or without prior notice. The Company, in its sole discretion, may decline to renew this Agreement.

Annual: The annual term begins on the date identified as "start date" on this contract. At the end of each annual term, annual Owner shall be deemed to have renewed for an additional annual term at the current published rates, unless the Company receives the 30 days Notice of Intention Not to Renew. If the Owner's Vessel stays after the end of the annual term the Owner shall pay the applicable daily rate for each day the Vessel remains at the Marina.

Semi-Annual: The semi-annual term begins on the date identified as "start date" on this contract. At the end of the 6 month term, semi-annual Owner shall be deemed to have renewed for an additional term at the current published rates, unless the Company receives the 30 days Notice of Intention Not to Renew. If the Owner's Vessel stays after the end of their term the Owner shall pay the applicable daily rate for each day the Vessel remains at the Marina.

Monthly: The monthly term begins on the 1st or 15th day of the month and shall be pro-rated for any additional time used. All monthly payments are due by the 1st or 15th of the month. The Owner shall be deemed to have renewed for an additional term at the current published rates, unless the Company receives the 30 days Notice of Intention Not to Renew. If the Owner's Vessel stays after the end of the monthly term, the Owner shall pay the applicable daily rate for each day the Vessel remains at the Marina.

Key Deposits: Dock keys must be returned to the Marina on the day that the vessel is permanently being removed from the Marina. Failure to return keys to the Marina within 30 days will result in forfeiture of key deposit.

3. NOTICE TO CUSTOMER/NOTICE TO MARINA:

Owners agrees to receive emails from the Marina as the Marina deems necessary for billing, information purposes and/or advertising regarding/including any marina associated business or interest.

At the discretion of the Company, billings and notices will be mailed to the Owner's current mailing address or to the Owner's current e-mail address herein. It is the Owner's obligation to provide the Company with both the Owner's current mailing and email addresses.

All notices to be given hereunder shall be in writing and shall be delivered or sent by mail addressed, if to the Company, to the address shown in this contract, and if to the owner, at the address shown in this Contract or such other address of which the Owner may give written notice to the company. Any notice sent by registered mail should be deemed to have been received on the third day following the date of mailing.

Notice to the Company shall be sent to Marina Office, at 3521 Dolphin Drive, Nanoose Bay, BC. V9P 9J7. Any notice given by delivery shall be deemed to have been given on the date of delivery.

4. SUBLEASING:

The Owner may not assign this contract nor assign or sublet the moorage space allocated to the Owner, without the prior written consent of the Company. Any assignment or subletting, even with the Company's consent, will not be effective to release the original Owner (the assignor or sublessor) from his obligations under the contract. Where the Owner is a Company, a change in voting control of the Company will, for the purpose of this paragraph constitutes on assignment of this contract.

All Vessels occupying a subleased Slip without prior written approval of the Marina are subject to removal by the Marina and must pay the daily guest rate until the Vessel permanently leaves the Marina.

5. UTILITIES, FEES:

The Company shall make available to the Owner at the Slip electrical power, water, and such other utility services then available to Owner's. The Company does not warrant the availability of utility services and is not responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, Owner acknowledges that water service may be discontinued during inclement weather. In addition, the Company does not warrant that the utility services will be compatible with the utility service requirements of the Vessel (including electrical interconnection requirements or the effect of electrolytic action).

6. SLIP USE.

The Owner shall advise the Company's marina manager, supervisor, (or delegate) whenever the Owner's boat will be away from its moorage for any extended length of time and the expected date of its return. The Owner expressly agrees and acknowledges that the Company reserves the right to use moorage space to accommodate visiting boats while the Owner is not using the moorage space referred to in this agreement.

The Owner shall pay to the Company, in advance, for the boat moorage space allocated by the Company at the rates stated hereon. The Owner shall moor his boat in the allocated space only and not elsewhere on the Company's property. If the Owner's boat is moored on the Company's property, other than in the space allocated, the Company may move it at the sole risk and expense of the Owner.

The Company reserves the right to temporarily assign or permanently reassign Owner's boat to another berth as necessary for the efficient and harmonious operation of the marina or to accommodate repairs, improvements, maintenance, construction or emergencies.

7. REMOVAL OF VESSEL IN EMERGENCY:

The Company, without having or assuming any obligation to do so, may at any time, without notice to and at the sole expense and responsibility of the Owner and without incurring any liability for so doing, render emergency services to and move the Owner's boat in such a manner and to such extent as it or its marina manager shall consider necessary for the purposes of safety and may charge the owner for any emergency services so rendered.

8. INSURANCE:

A. INSURANCE REQUIREMENTS AND AMOUNT OF COVERAGE:

Liability insurance is mandatory for all boat owners in the Marina. The Owner is required to provide the Company with proof of insurance by means of a "Certificate of Insurance". The certificate of insurance must carry a minimum coverage of \$2,000,000.00 liability and include a 30 day notice of cancellation.

Each liability policy shall be primary and without right of contribution from any other available insurance, including any insurance carried by the Company, and shall expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

B. ADDITIONAL TERMS AND CONDITIONS OF INSURANCE:

When the insurer's terms and conditions allow, each policy obtained by Owner under this Agreement shall: name the Company as an additional insured with a full waiver of rights of subrogation assertible against the Company; insure the interest of the Company regardless of any breach or violation by Owners of any warranties, recommendations, requirements, declarations, geographic limits or other conditions contained in such policies; contain an agreement by the insurer entitling the Company to at least 30 days prior written notice of any lapse, reduction in coverage, or cancellation of the insurance coverage by the insurer or the Customer, for any reason, regardless of whether the policy lapse was voluntary or involuntary. It is further agreed that no alteration whatsoever in any such policy, which would have the effect of reducing the coverage required pursuant to this Agreement, shall be made except after such written notice is provided to the Company.

C. EVIDENCE AND CONTINUATION OF INSURANCE:

At the inception of this Agreement, the Owner shall furnish to Company evidence of insurance in endorsement form. Evidence of renewal of each policy shall thereafter be furnished to Marina in endorsement form within 10 days prior to insurance policy renewal. The Owner covenants that the Owner will not do any act or voluntarily suffer or permit any act to be done whereby any insurance required here under shall or may be suspended, impaired or defeated.

9. INDEMNIFICATION, DEFENSE AND EXCULPATORY CLAUSE:

A. INDEMNIFICATION AND DEFENSE:

It is specifically the intent of the parties to this Agreement that Owner shall indemnify, defend and hold the Company harmless for the Company's liability for any damage to Owner's property, or personal injury suffered by Owner, his family members, visitors, guests, invitees, Owners or service providers regardless of responsibility for negligence, for any event causing injury arising out of the use of the Company premises, facilities, or services and from any and all claims for damages to any person or property by reason of Owner's use of the Marina.

It is the intent of the parties that the Company shall be indemnified by Owner for damage to property owned by Owner or personal injury suffered by Owner, his family members, guests, invitees, licensees, or service providers resulting from acts of passive negligence that solely or contributorily bring about liability. It is not the intent of the parties that Company will be indemnified by Owner for liabilities caused by Company's acts of active negligence that solely or contributorily cause liability.

B. EXCULPATORY AGREEMENT:

It is intent of the Company and Owner that Owner releases the Company from any and all liability for loss, injury, or damage to any person or property arising out of or caused by or incidental to the use of the premises owned by the Company by the owner, his family members, guests, invitees, licensees, or service providers occurring at any time on the premises of the Company. This release and discharge of Company by Owner includes any and all liability for loss, injury (including death), or damages to person or property while in or on the facilities or property owned by the Company, no matter where or when discovered. It is specifically understood between the parties to this agreement that the Company shall not be held responsible by Owner for any damage to its Vessel or other property, or for any injury to persons which could in any way be deemed to have been caused by or incurred while upon the premises of Company, or resulting from the operation of the Company.

This exculpatory clause is acknowledged by Owners to be fair and fairly negotiated considering that Owner has agreed to insure his own property against property loss, pollution, sinking, or liability to third parties. Moreover, Owner has agreed to obtain whatever insurance is necessary to cover Owner's liabilities in the event that Owner is obligated to indemnify, defend and hold the Company harmless for any and all claims of Owner, Owner's family members, guests, invitees, licensees, or service providers while transiting or using the Company property for access to Owner's vessel.

The Owner shall be liable for any loss of or damage to the Company's property caused by the Owner's boat, whether under the operation or care of the Owner or any other person. All amounts which, pursuant to these terms and conditions, may be claimed by the Company from the Owner, shall be paid by the Owner within 30 days after the Company has given notice to the Owner of the amount claimed. Any amounts not paid to the Owner within such 30-day period, shall bear interest from the date of the notice at the rate of 2 per cent per month.

10. PROTECTION OF THE ENVIRONMENT:

The Owner agrees to comply with all applicable federal, provincial, and local laws and Marina Rules, Regulations, and Environmental Policies now or hereafter in effect concerning the protection of the environment in and around the Company. Owners shall pay the Company for any damage, expense or liability incurred by the Company due to Owner's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by the Owner.

11. RULES & REGULATIONS:

In using the Slip space, the Owner agrees to and shall comply with all present and future applicable ordinances, resolutions, rules and regulations, health, safety, environmental, and sanitary regulations of all applicable regulatory bodies, those established by any federal, provincial or local government agency, including the Marina Rules and Regulations which the Owner acknowledges have been read. The Marina Rules and Regulations are attached here and are incorporated herein.

12. LIVE-ABOARDS

While the Owner's boat is in Fairwinds Marina or moored at the Company's floats, it shall not be used as permanent living quarters at any time or for charter or other commercial purposes without the written consent of the company. No toilets, sinks, bilges or petroleum products shall be pumped overboard; no reflective-type electric heater, flame-type or oil burner shall be operated aboard unless the Owner or someone designated by him is in attendance; and the Owner shall not carry on or permit to be carried on any activity that, in the opinion of the Company or its marina manager, supervisor, (or delegate) may be detrimental to the safety or enjoyment of others using Fairwinds Marina or the property of the Company.

13. VESSEL MAINTENANCE & REPAIRS

The Owner shall be responsible at all times for the safe mooring of his boat and shall furnish and maintain adequate lines and chafing gear. The Company, without having or assuming any obligation to inspect or to do so, may, without notice to and at the sole expense and responsibility of the Owner, replace any lines or chafing gear its marina manager, supervisor, (or delegate) may consider inadequate or unsafe. Chafing gear shall be attached only to the boat and not to the Company's floats. The Owner's boat shall not be moored in any manner that shall interfere with the mooring of or access to any other boat and the Company, without having or assuming any obligation to do so, may at any time, without notice to the Owner and without incurring any liability for so doing, move or rearrange the position of the Owner's boat accordingly.

The Owner may carry out minor repairs at the Company's floats, but no garbage or other litter shall be thrown overboard or left on the Company's property, except in the receptacles provided for such purpose. No gasoline or other flammable liquids, oily rags, or other combustible material shall be stored or left on the Company's floats and no gasoline or other flammable liquids shall be mixed or transferred except at the Company's main fuel float. Any spillage or environmentally hazardous substances shall be cleaned up immediately by and at the expense of the Owner.

The Owner is advised to check his/her vessel regularly, especially after heavy winds, rain, or snowfall. The canvas covering and pumping out of the vessel is solely the responsibility of the Owner.

14. ACCESS TO VESSELS:

The Company reserves the right to inspect any boat should something unusual be noticed, or to ensure compliance with the terms of this Agreement and the Rules and Regulations of the Marina.

15. VESSEL SAFETY & APPEARANCE

The Company reserves the right to refuse any moorage application on the basis of an unsatisfactory visual inspection of the Owner's boat by the marina manager.

All Vessels must be maintained in good seaworthy condition. Any Vessel deemed by the Company in its sole discretion to be unsafe or an impediment to the safe and orderly operation of the marina will be instructed to vacate the marina. Failure to do so within ten (10) days from the date of mailing a notice to vacate to the owner may result in the Company removing the vessel at the Owner's expense. The cost of such removal shall be a debt and owing to the Company by the Owner.

Any boat which, in the opinion of the Company, is in danger of sinking or is a hazard to other boats or to any property of the Company may be removed forthwith, with all expense and risk of loss or damage for the account of the Owner. If the company is required to render salvage services to any boat, the cost thereof shall be for the account of the Owner. The Owner expressly acknowledges that the Company is under no obligation to do such acts as set out in this clause.

16. NO WARRANTIES:

The Company makes no warranties, express or implied, as to the condition of the Slip or Marina (or any portion thereof including floats, walkways, gangways, ramps, gear, and related items, or other premises of the Company) or the suitability of the Slip and the Company's facility for its intended purposes.

17. COMPANY RIGHTS & SECURITIES:

The Company may cancel this contract at any time in the event of the breach, non-performance or no observation by the Owner, the members of his family, his servants, agents or invitees or any of them of any of the terms and conditions herein contained, whereupon the Owner shall remove his boat from the Company's property forthwith. If the Owner fails to remove his boat from the Company's property, the Company may move the boat to another location at the expense and risk of the Owner. As a result of the Owner's breach, the Company is entitled to keep one half of the balance of the prepaid moorage fee. Without limiting the rights of termination as may be available to the Company under the terms of this Contract or otherwise, the Company may at any time at its sole option terminate this Contract if the aquatic lands lease granted by the Province of British Columbia to the Company from time to time is terminated or expires.

As security for unpaid moorage and all other amounts from time to time payable by the Owner to the Company pursuant to this contract, the Owner hereby grants to the Company a lien on the Owner's boat and the Company is hereby authorized by the Owner to take such steps as may, in the Company's opinion, be necessary in order to retain possession of the Owner's boat until such amounts have been paid. If any such amount is not paid within three months of the date it is due, the Company shall be entitled to sell the Owner's boat by private sale or public auction, and shall not be liable to the Owner in any manner except for the payment to the Owner of the amount, if any, by which the proceeds of sale (less all costs of selling the boat) exceed the amount owing to the Company.

The Company reserves the right to change the terms and conditions as set out in Appendix 'A' at any time by providing the Owner with 30 days' notice.

No Refund shall be made of any paid moorage fees in any circumstances.

18. SEVERABILITY:

If any provision of this Contract is found to be illegal or invalid or unenforceable at law it will be deemed to be severed from this Contract and the remaining provisions will continue to have full force and effect.

19. AUTHORITY, JOINT AND SEVERAL LIABILITY:

Owner covenants that Owner has an ownership interest in the Vessel and the Owner is fully authorized to bind all other owners of the Vessel to the terms and conditions of this license. If more than one person executes this license as an Owner, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this Contract shall be fully binding upon each of them.

20. SOLE AGREEMENT:

No alteration, amendment or modification hereof shall be effective unless it is in writing and signed by the Owner and the Company. This is the only Agreement between the parties pertaining or related to the slip and/or Owner's vessel and no oral Agreements exist between the parties as to any matters whatsoever.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

ACKNOWLEDGEMENT of receipt and acceptance of this agreement on the

Date: _____

OWNER(S) Signature: _____

FOR OFFICE USE ONLY - Authorized by an agent of the Company:

Name: _____

Signature: _____ **Date:** _____