



# Watermark Beach Resort Desert Sunrise Marina Agreement

This agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2015 is

BETWEEN: Watermark Beach Resort, 15 Park Place, PO Box 700, Osoyoos, BC V0H 1V0 (Watermark)

AND: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email address: \_\_\_\_\_

(The "Registered Guest")

WHEREAS:

A: The Registered Guest at Watermark Beach Resort is the owner of a vessel having the following specifications. (The Vessel)

- a) Length \_\_\_\_\_ (overall length including swim grid & pulpit not to exceed 26' in length and 10' in width)
- b) Beam: \_\_\_\_\_
- c) Date of Manufacture \_\_\_\_\_
- d) Manufacturer \_\_\_\_\_
- e) Registration / License # \_\_\_\_\_
- f) Name of Vessel \_\_\_\_\_
- g) Colours \_\_\_\_\_
- h) Engine \_\_\_\_\_
- i) Horsepower \_\_\_\_\_

B: The Registered Guest wishes to moor the Vessel at the Desert Sunrise Marina slips on the terms and conditions of this Agreement.

This agreement is evidence that in consideration for the Moorage Fee to be paid and the promises exchanged below for and other good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge), the Registered Guest agrees as follows:

### **Moorage License**

Watermark Beach Resort hereby grants to the Registered Guest a contractual license to moor the Vessel in an available slip from 17-27, and the right in common with others, to use the Marina in order to access the designated slips, on the terms and conditions in this agreement.

### **Term**

The term of this agreement is \_\_\_\_\_ days, commencing on \_\_\_\_\_ dd/mm), 2015 and expiring on \_\_\_\_\_ (dd/mm), 2015. Use of the Desert Sunrise Marina slip is only valid while a registered guest at Watermark Beach Resort.

### **Moorage Fee**

The Registered Guest shall pay to Watermark a daily /weekly / monthly / seasonal rate plus applicable taxes \$\_\_\_\_\_ (the Moorage Fee). The Moorage Fee shall be payable in full for the entire term of the agreement.

### **Use of the Marina**

Only one Vessel is authorized to use the designated slips at any one time and the Registered Guest shall only use the Marina for the purposes of mooring the Vessel in the slip range indicated.

### **Gate Keys**

One key will be issued per marina slip rental. A non refundable charge of \$100 will be levied should the Registered Guest fail to return the marina key, for any reason, by the end of the terms of this agreement.

### **Proof of Insurance**

A copy of Vessel Insurance will be presented at checkin along with a copy of the operator's valid Boating License for record keeping.

## **Restriction on Use**

Only boats are permitted in the Desert Sunrise Marina slips. Personal water craft are not permitted to be moored at any time.

## **Registered Guest Acknowledgements & Covenants**

- Use of the Desert Sunrise Marina is at your own risk, and Watermark Beach Resort is not responsible for any loss or damage caused or sustained by the use of the Desert Sunrise Marina slips by associates, servants, and agents or otherwise.
- Use of the Desert Sunrise Marina will only be for the purpose of moorage.
- No waste, spoilage or destruction to the Marina or designated slips.
- Keep the Desert Sunrise Marina slips clean, safe & sanitary at all times. Storage on the Marina is not permitted.
- Do not permit anything that could become a nuisance or annoyance to other users of the Desert Sunrise Marina operations.
- Upon entering and exiting, ensure gates are secure and locked.
- Ensure the vessel is moored safely and securely in designated slips only.
- Furnish & maintain own safety lines and bumpers.
- Moor the vessel with only nylon braid ropes. (Cotton and Hemp are prohibited) and inspect, repair, replace any required safety lines.
- Ensure the vessel does not overhang the slip by more than four feet.
- Rubbish is not to be accumulated on the docks, Marina or thrown overboard.
- Do not attach anything to the Marina slips other than safety ropes.
- Entering or leaving the lagoon, proceed at a dead-slow pace and in a cautious and seaman-like manner.
- Outbound boats leaving the lagoon have right of way over inbound boats.
- Do not operate the vessel while impaired or otherwise in a dangerous manner.
- Do not use "through the hull" or similar toilets or purge bilge tanks while moored at the Marina.

- Any persons under the age of 16 must be accompanied by an adult. Dogs are to be leashed and any droppings picked up and removed.
- At all times, comply with statutes, laws, bylaws, regulations, policies and orders of any authority having jurisdiction.
- Responsible for all persons and property brought or invited into the Marina and for insuring all persons obey conditions of this agreement.
- Watermark Beach Resort may remove the Vessel without notice that is deemed to be in danger of sinking or hazard to other vessels or property. All expenses for such removal shall be paid by the Registered Guest and include storage costs plus a 15% administration fee.

**Release and Indemnity**

- The Registered Guest shall at all times and does hereby indemnify, save harmless, release and forever discharge Watermark from and against all manner of actions, causes of action, claims, debts, suits, damages, demands, promises, and costs (including all legal costs associated with defending a claim) at law or in equity whether known or unknown including without limitation for injury to persons or property, including death of any person, directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Registered Guest in connection with or in consequence of this Agreement and its operations at the Marina or within the Lagoon.

**WATERMARK** by its authorized signatory

Name: Debra Hupp, Guest Services Manager

Signature:

Registered Guest: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_