



**CANOE / KAYAK / STAND UP PADDLEBOARD STORAGE AGREEMENT**

THIS AGREEMENT made as of \_\_\_\_\_, 20\_\_\_\_, between FRIDAY HARBOUR RESORT HOLDINGS INC., in its capacity as the sole general partner of FRIDAY HARBOUR RESORT LP (the “Resort”) and:

Print Name

Friday Harbour Unit Number

Mailing Street Address

Phone Number

City / Province / Postal Code

Email address

(herein referred to as (the “Customer”))

WHEREAS:

1. The Resort has designated certain portions of the common area on the property for the storage (the “Storage Area”) of canoes, kayaks and paddleboards (“Crafts”);
2. The Customer wishes to rent a Space for personal use from the Resort on the terms and conditions contained in this Agreement.

**Canoe / Kayak / SUP Information**

I am interested in storage for my: \_\_\_\_\_Kayak(s) \_\_\_\_\_Canoe(s) \_\_\_\_\_SUP(s)

	<u>Make</u>	<u>Model</u>	<u>Length(inches)</u>	<u>Width (inches)</u>
1.				
2.				
3.				
4.				

**IN WITNESS WHEREOF** the parties hereto have agreed to the terms and conditions enclosed with this Agreement on as of the date first written above:

FRIDAY HARBOUR RESORT HOLDINGS INC., in its capacity as  
the sole general partner of FRIDAY HARBOUR RESORT LP

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**Terms and Conditions**

**1. Rent and Term**

- (a) A Space can either be rented on a seasonal, annual, monthly, weekly or daily basis, as outlined below. All rentals are to be paid in advance on or before the effective date of this Agreement. The prices are for each Space rented. Friday Harbour Homeowners will receive 10% off prices listed below.
- (b) The term of this Agreement shall commence on the date hereof (notwithstanding the start date of the period selected below), and shall continue until the last date of the period selected below, unless otherwise provided for in this Agreement:  
(Check one option)
  - (i) \_\_\_\_\_ **May 1<sup>st</sup> 2021 – April 30<sup>th</sup> 2022** (Annual Rate) **\$350+taxes & fees**
  - (ii) \_\_\_\_\_ **May 1<sup>st</sup> 2021 – October 31<sup>st</sup> 2021** (Seasonal Rate) **\$270+taxes & fees**
  - (iii) \_\_\_\_\_ **From:\_\_\_\_\_ To:\_\_\_\_\_** (Monthly Rate) **\$100+taxes & fees**
  - (iv) \_\_\_\_\_ **From:\_\_\_\_\_ To:\_\_\_\_\_** (Weekly Rate) **\$40+taxes & fees**
  - (v) \_\_\_\_\_ **Date:\_\_\_\_\_** (Daily Rate) **\$15+taxes & fees**
- (c) Any renewal of this Agreement or the entry into of a new rental agreement shall be at the discretion of the Resort and subject to availability.

**2. Early Termination**

- (a) The Customer may terminate this Agreement on at least 30 days written notice to the Resort. No refunds will be issued for early termination.
- (b) The Resort shall have the option to terminate this Agreement, if at any time:
  - (i) the Customer is in arrears with any membership dues or assessments, or who are otherwise in violation of the terms of membership; or
  - (ii) the Customer breaches this Agreement or violates the posted rules and regulations related to the Storage Area from time to time.

**3. Effect of Termination and Right of Access and Removal**

- (a) The Customer understands and agrees that the Craft and any other property must be removed from the Space immediately upon the termination of this Agreement and the Resort may retake possession of the Space immediately.
- (b) Where a Craft or any other property is not removed from the Space at the end of the term of this agreement, and the Customer has not applied for and obtained permission of the Resort to



renew or enter into a new rental agreement, the Resort may, at its option, and in accordance with applicable law:

- (i) remove and dispose of the Craft and any other property stored in the Space or the Storage Area at the Customer's risk and expense; or
- (ii) move the Craft and any other property and store it at the Customer's risk and expense until such date as the boat is removed by the Customer,

and all such expenses and charges shall be for the Customer's account and shall form a lien against the Craft and property until the rates are paid by the Customer.

#### 4. Use

- (a) The Customer shall use only the Space assigned to the Customer pursuant to this Agreement and shall use the Space only for the storage of Crafts owned by the Customer.
- (b) Only canoes, kayaks and paddleboards conforming to the specifications below, or other Crafts approved by the Resort, may be stored in the Space:
  - (i) Crafts may be no wider than 34" wide;
  - (ii) No motorized Crafts shall be permitted to be stored in the Storage Area;
  - (iii) Crafts must be registered with the Resort and must display decals provided by the Resort. Decals must be displayed on the upper side of either the bow or stern of the Craft;
- (c) Double Storage: The Customer may store up to two Crafts in a single Space (the "**Double Option**"), provided that:
  - (i) the two Crafts are bound together using rope, cable or bungee cords in such a fashion as to not infringe or move into any other Space;
  - (ii) the two Crafts are secured to the permanent frame of the Space; and
  - (iii) all the other conditions regarding the use of the Space are satisfied.

Where the conditions above cannot be satisfied, the Resort reserves the right to prohibit the Double Option and restrict the Space to the storage of one Craft, and the Resort shall have no obligation to provide additional storage space for the remaining Craft.

- (d) The Customer shall not store in the Storage Area outside of the Space any supplies, materials, accessories, equipment or debris and shall not store anywhere in the Storage Area any illegal items or substances, food, noxious materials, flammable or dangerous materials or other items the Resort may prohibit from time to time at its sole discretion.
- (e) Notwithstanding any of the foregoing, all storage of Crafts shall be in a manner acceptable to the Resort. The Customer agrees to keep the Storage Area in a clean, neat and orderly



condition. All fire lanes must be left clear and accessible at all times. The Customer's right to use the Space is not assignable or transferrable.

**5. Access and Removal**

- (a) Customer understands and agrees that in the event of any maintenance to the Storage Area or an emergency, the Customer shall be prepared to move the Craft immediately in accordance with the Resort instructions or the Resort may move a Craft from the particular Space to any other location.
- (b) The Resort shall have the right to remove and dispose of any Craft or property which are not permitted to be stored in the Storage Area or the Space, in accordance with applicable laws.
- (c) Any movement or removal by the Resort in accordance with this Agreement may require the removal or destruction of any locks or security devices securing the craft.

**6. Liability and Insurance.**

- (a) The Customer agrees that the Resort is in no way responsible for any Craft or property which the Customer may place in the Space or the Storage Area. Use of the Space is at the sole risk of the Customer. The Resort shall not be responsible for any damage or loss to any property placed in the Space or the Storage Area and the Customer agrees to indemnify the Resort against any claims of any person for damage or loss to property placed in the Space or the Storage Area. The Customer agrees that the Resort is not a bailee or warehouseman and does not have custody of and has no obligation to care for or preserve the Craft or any other property stored in the Space.
- (b) No warranties whether expressed or implied are made by the Resort to the Customer. Further, the Resort makes no guarantees or representations regarding the security of the Space or the Storage Area. The Customer hereby acknowledges and agrees that the Storage Area is an open access area and that this Agreement does not create any duty, contractual or otherwise, by the Resort to create or maintain security over the Crafts and any other property in the Space.

**7. Notice.** Any notice required to be given to the Customer under this Agreement shall be delivered to the address first written above.

**8. Entire Agreement.** This Agreement is the entire agreement between the parties related to the subject matter.

**9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the Province of Ontario.