



## Vehicle/Trailer Summer Storage Agreement

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Owner Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Vehicle Make/Model: \_\_\_\_\_ Licence Plate: \_\_\_\_\_  
Trailer: Yes \_\_\_\_\_ No \_\_\_\_\_ Licence Plate: \_\_\_\_\_  
Trent Port Marina Seasonal/Transient Boater?: Yes \_\_\_\_\_ No \_\_\_\_\_  
Arrival Date at Facility: \_\_\_\_\_ Departure Date: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_ Policy No.: \_\_\_\_\_  
Storage Fee: \_\_\_\_\_

### ALL FEES AND CHARGES MUST BE PAID IN ADVANCE OF OCCUPANCY OR SERVICES

1. **Definitions:** Wherever used in this Vehicle/Trailer Storage Agreement (hereinafter referred to as the 'Agreement'):
  - a. 'Facility' refers to the Marina's outdoor storage facility located at 30 Pelham Street, Trenton, Ontario;
  - b. 'Marina' refers to Trent Port Marina/City of Quinte West;
  - c. 'Marina Staff' refers to the Marina Manager, the Marina Assistant Manager and/or any other Marina staff member;
  - d. 'Owner' refers to the owner of the Vehicle and/or Trailer that are subject to this Agreement;
  - e. 'Trailer' means any trailer of the Owner stored at the Facility and subject to this Agreement;
  - f. 'Trent Port Marina Boater' means an Owner who paid seasonal and/or transient moorage fees for his/her boat at the Marina during the boating season;
  - g. 'Vehicle' means any vehicle of the Owner stored at the Facility and subject to this Agreement.
2. **Rates:** The Owner hereby contracts to store the Vehicle and/or Trailer at the Facility for the period specified above. The Owner agrees to pay the storage fee specified above in advance for the period from the date of arrival at the Facility to date of departure. Storage after October 31<sup>st</sup> will be subject to winter storage fees under a separate winter storage agreement.

**3. The Owner Acknowledges and Agrees:**

- a. That there is no water or electricity at the Facility and no cleaning or maintenance will be allowed to be done on site except in exceptional circumstances with the prior written approval of Marina Staff. In any such case, the Owner agrees to dispose of all garbage and/or hazardous waste only in the manner approved by Marina Staff;
- b. that no hazardous or dangerous goods or materials will be stored in or on the Vehicle and/or Trailer at the Facility;
- c. that he/she is a licensee under this Agreement in respect of the Facility with a right to access the Facility and the Vehicle and/or Trailer at his/her risk only upon prior arrangement with Marina Staff and with Marina Staff present;
- d. that he/she is the lawful owner and/or has lawful possession of the Vehicle and/or Trailer in storage. The Owner warrants that he/she has sole legal rights to store the Vehicle and/or Trailer at the Facility;
- e. that the Marina shall determine in its sole discretion where the Vehicle and/or Trailer shall be stored within the Facility. Should the Marina need to relocate the Vehicle and/or Trailer at any time it shall contact the Owner and the Owner shall assist with such move at his/her earliest convenience. The Marina reserves the right to relocate the Trailer at any time should it be necessary in the Marina's sole discretion if the Owner is unavailable to assist with any such move in a timely fashion.

**4. Lien:** The Marina shall have a general lien and general right of detention upon the Vehicle and/or Trailer for all amounts owing to the Marina, whether those amounts were incurred to the Marina before, during or after the Vehicle and/or Trailer came into the Marina's possession or control. If any amount due to the Marina is not paid within one calendar month after notice has been given to the Owner that the Vehicle and/or Trailer is being detained, the Vehicle and/or Trailer may be sold at public or private sale without advertising or in such other manner as deemed appropriate by the Marina, with such sale being at the expense of the Owner. The net proceeds of such sale may be applied in or towards satisfaction of the indebtedness to the Marina and the Marina will not be liable for any deficiencies or reduction in value received on the sale of the Vehicle and/or Trailer and the Owner shall not be relieved from any liability, other than to the extent of the net proceeds realized from the sale, due to the sale of the Vehicle and/or Trailer. None of the foregoing shall in any way affect the Marina's rights under the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25 or any other legislation which gives the Marina statutory lien rights.

**5. Insurance:** The owner represents and warrants that the insurance policy referred to above is valid and registered in the name of the Owner for third party liability including bodily injury or death and property damage cover is currently in force and shall continue in force throughout the term of this Agreement. The storage fee specified above does not include insurance. The Owner shall provide the Marina with a copy of the Certificate of Insurance prior to the Boat entering the Facility.

**6. Liability:** The Marina shall not be liable for any loss or destruction of or damage to the Vehicle and/or Trailer, however caused, unless such loss, damage or destruction resulted from the Marina's failure to exercise such careful and vigilant care as would be expected of it in the circumstances. The Marina is not liable for damages which could not have been avoided by the exercise of such care. In no event shall the Marina be liable for any loss or damage caused by causes beyond its control. The Marina will not be liable for pilferage or theft, unless such loss or damage is caused by the failure of the Marina to exercise such ordinary care as is required by law. The Marina shall be relieved of liability for any loss or damage if such loss or damage was caused by an act or omission by the Owner.

7. **Limits on the Marina's Liability and Others Associated with the Marina:** The total liability of the Marina to the Owner of the Vehicle and/or Trailer (or anyone who has a right to bring an action with respect to the Vehicle and/or Trailer) arising out of any particular event that gives rise to any loss or damage, shall not exceed \$1,000 Canadian. Under no circumstances will the Marina be liable for consequential damages, including without limiting the generality of the foregoing, claims for loss of use, business interruption, loss of profits or revenue, interest, fixed or variable costs, loss of good will, work stoppage, impairment of other Goods, loss by reason of shut down or nonoperation, increased expenses of operation, or loss due to exchange rate fluctuations, increased levies or taxes by authorities. Loss or damage caused by continuous or repeated exposure to, or occurrence of, the same, or substantially the same, general conditions, acts, or omissions, shall collectively be deemed to constitute a single event and in relation to which the total liability of the Marina shall not exceed \$1,000 Canadian. All exclusions or limitations of liability apply whether the claim against the Marina is based upon a claim in warranty, statute, contract, tort (including negligence and strict liability), bailment, or any other cause of action. Whenever the liability of the Marina is excluded or limited under the terms of this Agreement, such exclusion or limitation, as well as time limits for the bringing of actions and provisions pertaining to notice of actions or benefits of any insurance policy effected by the Owner, shall apply to claims made against a related party, as well as those made against directors, officers, employees, agents or representatives of the Marina or a related party.
  
8. **Legal Action Under this Agreement:** The Marina shall in any event be discharged of all liability unless a statement of claim is issued and served within nine months from the date of any event or occurrence alleged to give rise to a cause of action against the Marina.
  
9. **Right to Termination:** In the event of any breach by the Owner of any of his/her obligations hereunder, the Marina shall have the right to terminate this Agreement and remove the Vehicle and/or Trailer from the Facility. In such event, the Owner shall forfeit any and all monies paid for services hereunder and the Marina reserves the right, at its sole option, to pursue any legal rights, suits, claims or demands in respect of the breach by the Owner.
  
10. **Severability, Waiver and Assignment:** Each of the terms and conditions of this Agreement is and shall be deemed to be separate and severable, and if any provision or part of such terms and conditions is held for any reason to be unenforceable, the remainder of the terms and conditions of this Agreement or part thereof shall remain in full force and effect. A waiver by either party of any one or more of the terms and conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions of this Agreement other than those specifically waived, and in no event shall any waiver be deemed to be a continuing waiver. The Owner agrees that he/she shall not assign this Agreement without the prior written consent of the Marina. This Agreement shall be binding upon each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.
  
11. **Jurisdiction and Law:** By accepting the services provided under this Agreement, the Owner accepts that the terms and conditions of the contract with the Marina shall be exclusively governed by and dealt with through the law of the Province of Ontario. In addition, the Owner irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of Ontario.

By: \_\_\_\_\_  
 Owner's Signature

By: \_\_\_\_\_  
 Marina Staff Signature

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

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