

**AGREEMENT FOR BOAT/ RV STORAGE**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**SUN COUNTRY BOAT and RV STORAGE  
A division of 860460 B.C. Ltd**

**(hereinafter referred to as “Sun Country Boat and RV ”)**

**AND:**

\_\_\_\_\_  
\_\_\_\_\_

**(hereinafter referred to as the “Owner”)**

**1. DETAILS OF OWNER:**

Full Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Province: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ DL Number: \_\_\_\_\_  
Phone (h): \_\_\_\_\_ Phone (w): \_\_\_\_\_  
Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**2. DETAILS OF BOAT / RECREATIONAL VEHICLE**

Make, Mode & Year: \_\_\_\_\_  
Reg. No.: \_\_\_\_\_  
Trailer Make: \_\_\_\_\_  
Reg. No.: \_\_\_\_\_  
Policy No: \_\_\_\_\_  
Expiry Date: \_\_\_\_\_  
Boat Length: \_\_\_\_\_ Storage Length: \_\_\_\_\_  
Storage Width: \_\_\_\_\_ Own Cover Provided: Y N

Satisfactory documentation must be provided to Sun Country Boat and RV for all ownership, registration and insurance details above.

How did you hear about us? \_\_\_\_\_

**3. SPACE**

The storage space shall be the net amount of space taken up by the size of the boat on its trailer or the size of the RV as described above. Storage of any loose equipment within the boat shall be allowed provided that the total weight of this equipment does not exceed

100 pounds and does not protrude beyond the dimensions listed in paragraph 2 above. Sun Country Boat and RV may change the space assignments from time to time in its sole discretion.

#### **4. PERIOD**

The period of storage shall be from the morning of \_\_\_\_\_ until the close of business on the \_\_\_\_\_ (the "Term").

#### **5. STORAGE FEE**

The storage fee for the boat and trailer space for the Term shall be \$\_\_\_\_\_ plus HST, amounting in total to \$\_\_\_\_\_ (the "Storage Fee") and payable in advance of the Term commencement date. A deposit amounting to 20% of the total fee shall be paid on the execution of this agreement and the balance payable on the commencement of the Term.

#### **6. PREMISES**

The storage premises (the "Premises") is located at 9670 McCarthy Road, Kelowna, British Columbia and shall be a secure fenced yard with suitable parking area for recreational vehicles and boats. The Premises are not heated or enclosed within a building.

#### **7. INSURANCE & RISK**

The Owner shall provide Sun Country Boat and RV with evidence of comprehensive All Risks insurance cover as well as Public Liability cover of at least 1 (one) Million Dollars per occurrence, and shall bear the risk of loss or damage to all property stored in the space provided. Sun Country Boat and RV shall not provide any insurance for any property stored and shall not be responsible for any loss or damage to such property, whether caused by fire, water, earthquake, theft, vandalism, rack failure, or any other cause whatsoever. The Owner agrees to indemnify and to hold Sun Country Boat and RV and its successors, assigns, employees, agents, members and landlords harmless of any and all claims for damages or destruction that may occur. The Owner, his guests, crew or agents shall also use any facilities provided by Sun Country Boat and RV at their own risk.

#### **8. DESTRUCTION OF PREMISES**

In the event that the Premises and/or space are partially or totally destroyed as a result of either a natural or man-made disaster, Sun Country Boat and RV may, at its sole discretion, repair the Premises in which case this agreement shall continue in full force and effect, or choose to terminate this agreement in which event all unused Storage Fees paid shall be refunded to the Owner.

## **9. HAZARDOUS AND ILLEGAL SUBSTANCES**

Under no circumstances shall the Owner store any hazardous or illegal materials or substances in any space provided at the Premises. If unsure what constitutes such materials or substances the Owner shall immediately advise Sun Country Boat and RV of the presence of the material or substance. The Owner and Sun Country Boat and RV agree that Sun Country Boat and RV at its discretion alone shall determine whether or not the said material or substance is hazardous and whether or not the said material or substance shall be removed from the Premises. Should Sun Country Boat and RV decline to give its approval for the presence of the said material or substance the Owner must remove same from the Premises immediately.

## **10. PREVENTATIVE MEASURES**

Notwithstanding the provisions of paragraph 9 above, in order to prevent any spillage due to expansion and overflow the boat or RV shall not be stored at the Premises if its fuel tanks are more than 80% full, or if any oils, lubricants or other flammable fluids are contained anywhere other than in the appropriate containers which the manufacturer provides as part of the mechanical circuitry of the engine and gearbox. The Owner shall be liable for any clean-up or damage which might occur to the Premises or surrounding property belonging to others as a result of any contravention this Term of the Agreement. As a further precaution the boat or RV must be fitted with a battery cut-off switch which must be engaged by the Owner prior to storage. If the boat or RV does not have such a switch one may be fitted by Sun Country Boat and RV at the Owner's request and expense.

## **11. NUISANCE AND CONDUCT**

The Owner shall not accumulate nor store any waste on the Premises, or cause any nuisance or act which may disturb or interfere Sun Country Boat and RV's or other Owners' reasonable use and enjoyment of the Premises. The Owner is prohibited from carrying out any repair or maintenance of the boat or RV at the Premises without the express written consent of Sun Country Boat and RV which said consent may be withheld at Sun Country Boat and RV's discretion alone.

## **12. TERMINATION OF THE AGREEMENT**

Sun Country Boat and RV shall have the right to terminate this agreement for cause immediately if the owner breaches any term of this agreement and either party may terminate this agreement for any reason without cause upon thirty (30) days written notice to the other. PROVIDED FURTHER that in the event Sun Country Boat and RV shall terminate this agreement for cause the Storage Fee without deduction or set off shall be absolutely forfeited by the Owner to Sun Country Boat and RV.

### **13. ACCESS**

Sun Country Boat and RV shall have unrestricted access at all times to the whole of the Premises, including such space as may be occupied by the Owner spaces occupied by the property of the Owner. The Owner shall have access to the Premises at any time during normal business hours.

### **14. ASSIGNMENT**

For an assignment and administration fee of \$100.00 payable by the Owner to Sun Country Boat and RV in advance an Owner may assign or sublet the Owner's space to any other person with the prior written approval of Sun Country Boat and RV, provided such new Owner accepts, abides by and agrees to be bound by the terms and conditions of this agreement. .

### **15. WAIVER OF RIGHTS**

No relaxation or indulgence which Sun Country Boat and RV may extend to the Owner from time to time shall in any way prejudice the rights of Sun Country Boat and RV granted by this agreement or be construed as a waiver of its rights hereunder.

### **16. LIEN**

The owner understands and agrees that Sun Country Boat and RV shall have a lien on all property stored at the Premises as security for all financial responsibilities, obligations and liabilities of the Owner that may be applicable or become applicable under this agreement and the Owner shall be responsible for all costs associated in satisfying such liens or to enforce the terms of this agreement, including but not limited to legal fees and expenses incurred by Sun Country Boat and RV. PROVIDED FURTHER the Owner acknowledges and agrees that Sun Country Boat and RV may seize and sell the Owners' property, including without limit Boats and RVs in order to collect monies that may be owing by the Owner to Sun Country Boat and RV under this agreement pursuant to the provisions of the *Warehouse Lien Act*, R.S.B.C.v1996 c.480.

### **17. BUSINESS HOURS**

The Owner shall comply with the business hours and notification periods required for access to and the removal of the boat from the storage space. The Owner shall also comply with any notification times and requirements for the towing of the boat to and from the water by Sun Country Boat and RV, if and when this service is required by him.

### **18. OTHER BUSINESS**

No outside contractors, service organizations or individuals shall be permitted to undertake any work on any boat or RV stored at the Premises and no advertising or soliciting shall be permitted on the Premises, and no other business interest can be promoted on the Premises without the prior written approval of Sun Country Boat and RV.

**19. LAW AND JURISDICTION**

In relation to the stored property the Owner shall at all times comply with all provincial and federal ordinances and statutes. This agreement shall be interpreted and governed in all respects by the laws of British Columbia.

**20. ENUREMENT**

This agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs and assigns.

**IN WITNESS WHEREOF**, the Owner and Sun Country Boat and RV have agreed by executing this agreement, to be bound by its terms and conditions.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Sun Country Boat and RV  
A division of 860460 B.C. Ltd.  
By its Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**THE SIGNATORIES HERETO WARRANT THAT THEY ARE AUTHORISED**