

**BOAT-SLIP LEASE REGULATIONS**  
**Sandy Point Resort**

Whereas the Corporation (Delta Land Co) is the owner of a marina and dock structure (the “Marina”) in Lacombe County in the Province of Alberta; and

Whereas the Boat Owner wishes to rent a boat slip in the Marina from the Corporation:

Now therefore that in consideration of the Rent and the covenants and conditions of this Agreement, the Corporation and the Boat Owner agree and acknowledge as follows:

1. The Boat Owner warrants that he is the owner, the managing owner, or the agent with authority of the Boat Owner of the following boat (the “Boat”):

Make/Model: \_\_\_\_\_ Registration #: \_\_\_\_\_

Power: \_\_\_\_\_ Length (boat & motor): \_\_\_\_\_  
(total length not to exceed two feet beyond slip length)

2. **Boat Slip:** The Corporation agrees to rent to the Boat Owner, a boat slip for the sole purpose of docking the Boat.
3. **Term:** This Agreement shall be for the 2025 boating season.
4. **Rental Fee:** The Boat Owner shall pay to the Corporation the full amount of the designated fee (the “Rent”) based on the operating calendar of May 1-Sept 30, which is payable upon the execution of this Agreement.
5. **Insurance:** The Boat Owner represents and warrants that as at the date of this Agreement, they have obtained an insurance policy which shall continue in force throughout the Term, in connection with the ownership and operation of the Boat, having limits of not less than \$2,000,000.00 for third party liability including bodily injury or death to any number of persons in any one accident and property damage, and shall provide the Corporation with a copy such insurance policy upon request.
6. **Marina Rules:** The Boat Owner covenants and agrees to follow the rules and regulations of the Marina, as amended by the Corporation from time to time, a copy of which are attached hereto as **Schedule “A”**.
7. The Boat Owner agrees to pay for the cost of all damage to the Marina and the Slip resulting either directly or indirectly from the Boat Owner’s negligence in respect of any act or omission of the Boat Owner or any licensee, invitee, servant, agent, guest, crew member or family member of the Boat Owner. The Boat Owner further covenants to indemnify and save harmless the Corporation against any loss, costs, suit or claim arising out of the use of the Marina or equipment or the handling of the Boat anywhere on the Marina by the Boat Owner or his servants or agents. Without in any way limiting the generality of the foregoing, the Boat Owner covenants to indemnify and save harmless the Corporation against any loss, cost, suits, claims (including penalties and fines) arising out of or in connection with the discharge or release of any fuel, chemicals, waste or other pollutants or violation of any statute or regulation relating to the use, operation or ownership of the Boat, by the Boat Owner or any licensee, invitee, servant, agent, guest, crew member, or family member of the Boat Owner.
8. **The Boat Owner agrees that he/she will not assign this Agreement or sublet the Slip without the prior written consent of the Corporation.**
9. The Boat Owner agrees that he/she will not do or permit to be done any act or thing which may make void or voidable any insurance upon the Marina or which may cause any additional premium to be paid for such insurance.
10. The Corporation shall not be liable for any claims, howsoever founded, arising out of any cause whatsoever (whether founded in tort or in contract or otherwise) and including claims for consequential damages, arising out of, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the Slip herein leased by the Boat Owner or its guests or invitees. The Boat Owner agrees to indemnify and save harmless the Corporation from and against all claims, howsoever founded, arising out of any cause whatsoever (whether founded in tort or in contract or otherwise), and including claims for consequential damages, arising out of, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the Slip, whether founded in tort or in contract, and in any manner based upon, occasioned, or attributable to the present on, rental, occupancy or use of the Marina or Slip.

11. This Agreement shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.
12. This Agreement and the schedules attached hereto shall constitute the entire agreement between the parties. There are no representations or warranties affecting this Agreement other than as expressed in writing.
13. In the event of any breach by the Boat Owner of any of his/her obligations hereunder, the Corporation shall have the right to terminate this Agreement and expel the Boat Owner or any licensee, invitee, servant, agent, guest, crew member, or family member of the Boat Owner and to remove the Boat and any equipment of the Boat Owner from the Marina. In such event, the Boat Owner shall be deemed to forfeit any and all monies paid for services hereunder as part compensation for or at the sole option of the Corporation, in full satisfaction for, all rights, claims and demands of the Corporation in respect of the breach by the Boat Owner.
14. The rights and obligations under this Agreement shall be interpreted and construed in accordance with the laws of the Province of Alberta.

**SCHEDULE "A"**  
**RULES AND REGULATIONS**

1. All persons using the Marina must conform to reasonable standards of conduct and behavior, in order for all to enjoy the facilities.
2. The Corporation reserves the right to refuse any boat that is not properly insured.
3. The Boat Owner is responsible for the actions of any person permitted to use his/her boat.
4. Boats must be maintained in a safe and seaworthy condition.
5. Boat Owners must keep bilges clean and oil free and Boat Owners are responsible for any fuel/oil spill clean-up fees.
6. The Marina and dock structure may not be obstructed by marine/dock equipment such as hoses, dinghies, or repair equipment.
7. Swimming, fishing, water-skiing, wakeboarding or wake surfing is not permitted within the Marina.
8. The boat owner agrees that he/she will not assign this agreement or sublet the slip without prior written consent of the Corporation.
9. Bikes, scooters, roller blades, skateboards, wheelie shoes (Heelies), etc are not allowed on the docks.
10. The Boat Owner must keep the area surrounding the Slip in a clean and tidy condition. This means no garbage or unnecessary material.
11. Disposal of hazardous materials, i.e. fuel, oil or oily bilge water must occur outside the Marina.
12. No drinking is permitted on Boats or within the Marina.
13. Use of alcohol or drugs or fighting, offensive language, rude conduct to other boat owners or Marina staff will not be tolerated and the Boat Owner acknowledges that such behavior is grounds for the Corporation, at its sole discretion, to cancel this Agreement without any refund to the Boat Owner.
14. All dogs are to be leashed and/or secured on boats within the Marina.
15. No children under the age of 16 are allowed on the docks without direct parental supervision.