



EVERGREEN CONTRACT (LAUNCHING AND HAULING)-BETWEEN SAINT JOHN POWER BOAT CLUB INC., SAINT JOHN, N.B.

AND _____.

The Saint John Power Boat Club Inc, hereinafter referred to as (SJPBC Inc.) will launch, haulout, and store, (either in its Bubble System, or on its property), at Kennedy Street in the City of Saint John, said owner's boat, providing the member is in good standing, subject to the following covenants:

1. This contract is signed, and all current and outstanding fees owing to the club are paid in full
 2. Haulout- the boat shall be available at the Club's anchorage on the date and time set. It will be hauled and stored in the yard as soon thereafter as feasible. Any sails, booms and running rigging shall be removed by the owner beforehand.
 3. Launching- the boat shall be ready for launching at the set time, and will be launched thereafter as soon as feasible.
- Upon launching, the owner or agent thereof will take command of the boat. If not, the Club will tie the boat, at the owner's risk. Proper ground tackle must be maintained on board at all times. If the boat is not ready for launching, side-tracking at the owner's expense may be necessary. The Club will assume the boat is ready to launch unless the Yard Foreman or Vice-Commodore is notified. Sidetracking will be at the owner's expense at prevailing rates. The Executive may waive the above charge, for just cause or in the best interests of the Club.
4. The member will remove any debris or litter remaining in the area of storage, within twenty-four hours of launching.
 5. The Club will not be held responsible for damage caused by the failure of the Bubble System.
 6. The owner agrees to permit the Club to move the boat to another equivalent berth space, when it deems necessary.
 7. The parties agree the Club will not be liable for any loss or damage to the said Vessel, or any of its equipment or supplies.

It is agreed that the Owner will carry such insurance as is necessary to protect against such risks of loss or damage, and that there will be no claim against the Club in these regards.

8. No one shall be permitted to make permanent residence aboard their boat on Club property.
9. The Owner hereby agrees that this contract, if countersigned by the representative of SJPBC Inc. is valid and binding between SJPBC Inc., and the owner- the executors, administrators and assigns, and that all provisions and conditions of the Constitution and By-Laws, and any amendments hereinafter made thereto, are likewise binding. I hereby accept and agree to the above.

_____ Member/Owner)

Accepted.: _____,20_____, by the SJPBC INC. subject to our Constitution and General By-Laws
per _____
(Secretary/ Treasurer)

