

MIRAMICHI BOATING & YACHT CLUB RENTAL AGREEMENT

1. Miramichi Boating & Yacht Club Inc. (MBYC) retains the right to reject or accept any application and has the complete authority as to where and how berths are assigned in the Marina. Applications must be completed as indicated before a Rental Agreement will be issued.
2. A Berth Rental Agreement must be signed by the berth renter and all fees paid before access to assigned berth is granted. MBYC has the exclusive right to rent vacant berths on a daily, weekly basis depending on availability. MBYC requests Tenants to notify Marina staff when berth will be vacant and for how long.
3. Tenants who are assigned a berth may not sub rent, transfer or otherwise allow usage of said berth for any purpose to any person without written consent from MBYC. If the berth renter sells his or her boat, the buyer will have 24 hours to remove said boat, unless the buyer is the next name on the waiting list.
4. The Tenant and guests will conduct themselves accordingly while on MBYC property as to not create annoyance, hazard or nuisance to others. Tenants are responsible and will be held responsible for the actions and behaviour of their guests.
5. Fuelling of boats is strictly prohibited anywhere other than the Fuel Dock, if in operation. Dock carts are NOT to be used to carry fuel containers to boats. Please respect the fact that other boaters use carts to carry clothing and food etc. Carts should be returned to Marina gate after use.
6. NO oil, fuel, untreated sewage or contaminated bilge water shall be discharged within Marina basin. Accidental fuel or oil spills must be reported to Marina staff immediately.
7. A “no wake” zone of 100m around MBYC must be respected. Vessels leaving the Marina always have the right-of-way.
8. Any collision or damage by Tenant to another vessel or Marina property must be reported immediately, failure to report collisions or damages could result in eviction and cancellation of Rental Agreement.
9. If the Tenant wishes to or has made repairs or upgrades to any Dock or rented berth no matter how extensive acknowledges that, all Docks are and will remain the property of MBYC.
10. If any Tenant or Guest reprimands, disrespects or mistreats any staff or members of MBYC Board of Directors they will be evicted and banned from MBYC property.
11. Tenants acknowledge that some berthing docks are not sufficiently wide for physical distancing. In said circumstances, tenants and their guests will ensure only one individual is using said section of the dock at a time.
12. Tenants will comply with all emergency orders issued by the Province of New Brunswick from time to time, related to COVID-19

Name: _____ Signature: _____
Please print Date: