

# CHARTER BOAT AGREEMENT

This Charter Boat Agreement (the "Charter") is made at Sioux Narrows, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:** **LOTW FLOATING LODGES LTD.,**  
a Corporation duly incorporated under the laws of Ontario, having its head office at the City of Kenora, in the District of Kenora, Ontario,  
(hereinafter referred to as the "Owner")

OF THE FIRST PART

- AND -

\_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_  
  
\_\_\_\_\_  
(hereinafter referred to as the "Charterer")

OF THE SECOND PART

THIS CHARTER BOAT AGREEMENT WITNESSETH THAT:

The Owner agrees to let to the Charterer, and the Charterer agrees to hire or charter from the Owner, Vessel Number \_\_\_\_\_, to accommodate no more than \_\_\_\_\_ persons, upon the following terms and conditions:

1. In consideration of the charter of the said Vessel by the Charterer from the Owner, the Charterer shall pay to the Owner, in advance, a weekly, non-refundable fee or rental in the amount of \$\_\_\_\_\_ per week for the exclusive use of the Vessel, subject to the terms and conditions hereinafter set forth.
2. The term of the charter shall commence at 3:00 p.m. the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall conclude at 8:30 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by which date and time the Charterer shall have returned the Vessel to the Owner's usual place of business at Sioux Narrows, Ontario.
3. The Charterer acknowledges that the Vessel is equipped with the following prescribed equipment:
  - a) Approved flotation devices (approved life jackets), in sufficient numbers for use by the Charterer and by each member of the Charterer's party, which life jackets are to be worn by children under the age of 12 at all times when outside the main cabin of the Vessel, and by the Charterer and all members of the Charterer's party in case of an emergency or when in any smaller boat;
  - b) An approved floating rescue line or throw rope, ring buoy, fire extinguishers, fire pails, propane supply shut off, horn, lights, anchor, boarding ladder and bilge pumps.
4. The Charterer shall be responsible for the supply of all of own food, rations, provisions and personal equipment required by the Charterer and his party for the rental period or, in the alternative, the Charterer shall pay the Owner for all such food, rations, provisions and personal equipment as is supplied by the Owner, including gasoline and oil.
5. The vessel shall be used solely for the personal enjoyment of the Charterer, his family and/or guests. The Charterer agrees not to carry crew other than those specified on the crew list, which shall be submitted by the Charterer to the Owner prior to the commencement of the charter.
6. The Charterer shall not sub-let the vessel, nor engage in the transportation of passengers or merchandise, nor engage in any trade with the said vessel, nor use or employ said vessel in contravention of the laws of Ontario or of Canada or of any other jurisdiction in which the vessel is operated.

7. During the term of this charter agreement, the Charterer shall have full and exclusive command, control, use and possession of the Vessel, and shall be entirely and solely responsible for the safe and responsible navigation, operation and use of the Vessel in accordance with all applicable laws and regulations, and in accordance with the terms, conditions and limitations set forth in this Charter Boat Agreement.
8. The Charterer, together with any and all Operators who are parties to this Agreement, on his/her/their own behalf, and on behalf of all members of his/her/their party, whether guests, invitees or otherwise of the Charterer, and whether or not members of the family of the Charterer, hereby releases the Owner, its officers, directors, employees, servants and agents, from any and all claims and demands in respect to any injury or damage whatsoever arising as a result of any act or omission on the part of any person, whether a party to this Agreement or not, arising out of the use and/or operation of the Vessel by the Charterer or by any other person while the Vessel is under the command, control, use and/or possession of the Charterer any member of the party of the Charterer whether a party hereto as an Operator or not..
9. **The Charterer hereby undertakes and agrees to indemnify and save harmless the Owner from any and all claims, losses, expenses, fines, penalties, damages, condemnations and legal costs and expenses which the said Owner may suffer or incur, or may be required to pay for personal injuries (including death) and/or property damage suffered by any person (including any Charterer) by reason of the existence, maintenance, use, loading, unloading, or operation of the Vessel or of its equipment, by or on behalf of the Charterer, even if such loss or damage is caused or contributed to by any act or omission of the Owner and/or of its employees, officers, directors and/or agents.**
10. The Charterer shall be liable for any and all damage to the Owner's vessel and/or to the person or property of any other person, firm, corporation or entity whatsoever not a party to this Agreement, resulting from any error or omission on the part of the Charterer, or on the part of any member of the party of the Charter, in the operation of the Owner's Vessel, and the Charterer shall be responsible for and shall fully indemnify and save harmless the Owner for the cost of any service calls and/or for the cost of replacement of any equipment of the Owner lost, damaged or destroyed as a result of any such error or omission.
11. The Owner will deliver the Vessel to the Charterer ready for service and in a seaworthy and reasonably clean condition at the Owner's usual place of business in Sioux Narrows, Ontario at the agreed date and time. The Owner reserves the right to substitute a similar vessel should the Vessel hereinbefore described be unavailable for any reason. The Owner may however cancel this Charter Boat Agreement at any time if the Owner determines in its sole discretion such cancellation to be prudent in the circumstances then prevailing, in which case the Owner shall refund to the Charterer any unused portion of the rent paid to it by the Charterer, and the Owner shall then have no further liability towards the Charterer.
12. The Charterer shall be responsible to the Owner for the cost of repair of any damage to the Vessel which may occur to the said Vessel and/or to the motor and/or to the outdrive provided and used for the propulsion of the said Vessel, resulting from the improper maintenance and/or use of same by the Charterer, including damage caused by the failure of the Charterer to avoid reefs and/or other navigational hazards, or to use the correct fuel and/or oil and or mixture of same or otherwise. The Charterer agrees to use in the Vessel only the fuel provided by, or available from, the Owner in any of the fuel tanks and/or motors with which the Vessel is equipped, and the Charterer acknowledges that refueling is to be done solely by the Owner or its employees so as ensure that the fuel used is of a quality acceptable to the Owner.
13. The Charterer acknowledges that the vessel is to be re-supplied by the Owner on one day only of each week of the charter without additional cost, said re-supply to be agreed upon by Owner and Charterer each week of the charter as fixed by the Owner in consultation with the Charterer at the commencement of the charter.
14. The Charterer agrees to pay to the Owner a service charge should the Owner be required to deliver supplies to the Vessel on a day other than the agreed upon day fixed at the commencement of the charter, whether or not such supplies are delivered to the Vessel in course of a service call by the Owner.
15. The Charterer undertakes and agrees:
  - (a) that the said Charterer shall maintain the vessel in a safe harbor, secured to a safe shoreline,

from one-half hour after sunset until one-half hour before sunrise of each day, as well as at all times when conditions of darkness, fog, poor visibility and/or high winds prevail; and

- (b) that the Charterer shall not operate the Vessel in conditions of darkness, fog, poor visibility and/or high winds.
16. The Owner reserves the right to instruct the Charterer to maintain the Vessel in a safe harbor and/or not to operate the Vessel in the event the Owner, in its sole discretion, determines that the said Vessel cannot safely be taken out of harbor and/or operated, having regard to prevailing or threatening conditions of darkness, fog, poor visibility and/or high winds, and the Charterer hereby undertakes and agrees to comply forthwith with the instructions of the Owner and/or his agents in that regard.
  17. The Charterer agrees that the use by the Charterer and/or by any member of the Charterer's party of any Video Recorder/Player and/or player supplied on the Vessel shall be at the sole risk of the Charterer, and the Charterer acknowledges and agrees the Owner shall not be responsible for the loss or damage to any video or audio whatsoever, howsoever caused.
  18. The Charterer acknowledges that the use on the Vessel of any appliance not supplied by the Owner, and in particular the use on the Vessel of any type of deep fryer, represents a serious fire hazard, and undertakes and agrees the said Charterer will not use or permit the use on the Vessel of any appliances whatsoever other than those supplied by the Owner with the Vessel.
  19. The Charterer acknowledges that the following items supplied by the Owner with, or as a part of, the Vessel are not insured, and in the event of loss or damage to same by the Charterer, the said Charterer undertakes and agrees to reimburse the Owner for the cost of replacement of same:
    - a) Screens and/or glass, deck chairs, coolers, life jackets, sheets, towels, blankets, dishes, cutlery and anything not part of the basic boat structure;
    - b) Fishing and/or utility boats and/or outboard motors, including damage to such motors resulting from the use by the Charterer or any member of the Charterer's party of improper gas and/or oil, or the use therein of an improper mixture of said gas and oil.
  20. The Charterer hereby assumes full responsibility for the safe and responsible operation of the Vessel during the period from the commencement of the Charter to the return by the Charterer of the Vessel to the Owner at its usual place of business in Sioux Narrows, Ontario, and the Charterer hereby undertakes and agrees to indemnify and save harmless the Owner for, from, and in respect of all claims, injuries and/or damages whatsoever arising from, and/or occurring during, and/or occurring as a result of, any of the following, which the Charterer acknowledges may void insurance coverage maintained by the Owner in respect to the Vessel, either in whole or in part:
    - a) Operation of the Vessel, or of any other boat or boats supplied by the Owner to the Charterer, at night (one-half hour after sunset and one-half hour before sunrise), or in conditions of darkness, fog, poor visibility and/or high winds;
    - b) Failure to secure the Vessel in a safe harbor, secured to a safe shoreline, from one-half hour after sunset until one-half hour before sunrise of each day, as well as at all times when conditions of darkness, fog, poor visibility and/or high winds prevail;
    - c) Refusal by the Charterer to accept the reasonable advice and/or to heed the warnings of the Owner and/or of the Owner's agents respecting matters relating to the health and/or safety of the Vessel and/or of the persons thereon;
    - d) Operating, or permitting the operation of, the Vessel or of any boat or boats supplied by the Owner with the vessel, while under the influence of alcohol, narcotics or barbiturates;
    - e) The use on the Vessel of any appliance not supplied by the Owner, and in particular the use on the Vessel of any type of deep fryer, which the Charterer acknowledges represents a serious fire hazard;
    - f) Causing or permitting carbon monoxide, smoke and/or fire detectors and/or alarms to be or become inoperative, whether by the removal of batteries, or the disconnecting of same from their source of power, or otherwise howsoever.

21. The Charterer undertakes and agrees to permit only persons who have signed this Charter Boat Agreement, or who provided evidence of competency satisfactory to the Owner, to operate the Vessel or any other boat or boats provided by the Owner.
22. The Owner reserves the right to terminate this Charter Boat Agreement at any time and repossess the Vessel without refund to the Charterer if:
- a) The Vessel is incorrectly and/or unsafely operated, managed or controlled so as to endanger the Vessel and/or its occupants;
  - b) The information provided to it by the Charterer is determined to be false in any material particular;
  - c) The makeup of the Charterer's party varies from that represented to the Owner or from that shown in this Agreement at any time during the term of this Charter Boat Agreement;
  - d) The Charterer or any member of the Charterer's party or group behaves in a manner which is likely to prejudicially affect the Owner's interest in the Vessel or the good will of the Owner's business;
  - e) The Charterer is, in the sole discretion of the Owner, determined to be incapable of taking charge of the Vessel due to inexperience, ill health, impairment from alcohol or drugs, or any other reason which, in the opinion of the Owner, would involve unacceptable risk of accident and/or damage to the Vessel, its occupants and/or other boaters,

and it is understood and agreed that any rights exercised by the Owner pursuant to this clause shall be without prejudice to the pursuit by the Owner of any other remedies available at law to it.

23. The Charterer undertakes and to operate the Vessel, or cause the Vessel to be operated at all times in a safe, prudent and lawful manner such that:
- a) The Vessel and any other boats of the Owner under the care or control of the Charterer will be kept well clear of any and all non-powered vessels such as sail boats and canoes, and the waterways upon which the Charterer operates the said Vessel and boats shall be shared with all others lawfully using same in a courteous and respectful manner;
  - b) Should the Vessel be involved in an accident, the Vessel will be stopped, assistance will be offered to other persons involved in the accident, and identification will be provided to such other persons.
24. The Charterer acknowledges that the Owner and/or his agents have fully instructed the said Charterer in respect to, and/or demonstrated to or for the said Charterer, the following:
- a) The location and the proper and safe use of all safety equipment aboard the Vessel, including fire extinguishers, life jackets, ring buoy, throw rope, fire pails, propane supply shut off, flares, horn, lights, anchor, boarding ladder and bilge pumps;
  - b) The proper method and procedure for starting and shutting off the Vessel's engine, and the Charterer hereby undertakes to ensure that no persons are in the water in the vicinity of the Vessel when starting and/or while operating the engine;
  - c) The proper method of operation of the throttle and gear shift lever such that the Charterer understands the operation of same and is capable of operating same properly and safely in all respects;
  - d) The necessity that the Charterer be or forthwith become knowledgeable of the purpose and meaning of all local navigational aids and regulations, and that the Charterer be or forthwith become familiar with local navigation hazards, and the Charterer hereby undertakes to become knowledgeable of, and familiar with, same forthwith, so as to ensure the safety of the Charterer and the members of the Charterer's party and the security of the Vessel;
  - e) The proper response to the grounding, capsizing and/or re-boarding of the Vessel and other boats, and the Charterer hereby undertakes to cause all passengers to don life jackets in such circumstances, and to stay with the Vessel if appropriate, to account for all other persons, to signal for assistance, and to locate buoyant heaving lines, life buoys and re-boarding devices.

