



GUEST HOUSE AGREEMENT

BETWEEN: MK Bay Marina Limited Partnership Po Box 220.
4935 Kitamaat Village Rd. Kitimat BC V8C 2G7

AND:

Customer Name:		Customer #	
Dates Reserved:		No. Of Nights:	
Check-in Time:		Check-out Time:	
Card Type:		Valid Credit Card #	
Exp. Date:		Card Holder Name:	
Phone Number:		Phone Number:	
Email:			
Mailing Address:			
Boat Name:		Boat Size:	
Slip #:		Total Amount Including GST:	\$
Invoice #:		50% Deposit Received:	\$
AUTH #		Balance Due:	\$

PLEASE READ THE WAIVER AND INDEMNIFICATION CAREFULLY IN PAGE 2

This Agreement will start on the date your reservation is confirmed and will continue in effect until the check-out date. The parties agree that the Customer and any other occupants of the Guest House (the "Customer's Guests") will use the premises according to the terms and conditions herein.

The Policies of the Guest House found in Schedule A attached to this Agreement and the Rules & Regulations of the Marina found at Schedule B attached to this Agreement form part of this Agreement. The Customer and the Customer's Guests hereby agree to abide by the policies in schedule A and B.

Please be aware that charges may be levied against you for noncompliance.

The parties agree to the terms and conditions set out in this Agreement, this _____
(DD/MM/YY)

MK Bay Marina Limited Partnership
Authorized Signatory

Customer Signature

SCHEDULE A: Guest House Policies**RESERVATIONS**

A two-night minimum stay is required on all bookings.

A valid credit card is required to secure your reservation.

A deposit of 50% of the total cost of your accommodation (including GST) must be paid via credit card at the time your reservation is made. The balance remaining is payable upon arrival.

CANCELLATIONS

For cancellations made up to 30 days prior to your arrival date, a cancellation fee equivalent to one night's rate plus GST is applicable, and will be applied to your credit card. The balance of your deposit will be refunded.

For cancellations made within 30 days of your arrival date, you will forfeit your deposit.

For cancellations made on the day of your arrival, or for guests that do not show up for their reservation, the rates for the entirety of your stay are payable and will be charged to your credit card.

While we sympathize with unforeseen circumstances, once you have checked in, no refunds will be given.

SHOES

While we understand that it is not the case in all countries, in Canada, removing one's shoes when entering the house is standard. You may wish to bring along house slippers to use in our guest house.

SMOKING

MK Bay Guest House is strictly non-smoking. If you or your guests are found smoking inside the Guest House, your entire party will be asked to leave without a refund. If it is subsequently found that a Customer or Customer's Guest has smoked in the house, after you have vacated, a charge of one night's rate plus GST will be applied to your credit card.

PETS

We regret that we are not able to accommodate pets of any kind inside our Guest House but you can keep your pet on the decks front & back for an additional charge of \$10.00 per night. We supply bowls and a doggy bed.

CHECKING IN AND OUT

Check-in is available at 3 pm. We will, however, be happy to check you in early if the Guest House it's not occupied. You are also welcome to leave your baggage with us if you arrive early and the Guest House is still occupied.

Check-out is 12 pm as we have to prepare the Guest House for the next check-in. However, we will be happy to extend the check-out time if the Guest House has no other booking that day.

Any item taken from the rooms without consent will be charged at replacement cost to your credit card.

ACCIDENTS happen - please let us know immediately of any damage or spillage so that we can clean or repair. Damage to furniture, beds, bedding or towels will be charged at current replacement costs. Please see replacement costs charts in each room.

PARKING: Two car parking is available at the side of the Guest House. You are responsible for and carry all risk associated with any vehicles, and the contents within, parked on the Guest House property. The Guest House is not responsible under any circumstances for any loss or damage caused to those vehicles or property within.

LOST PROPERTY: We are happy to return items that have been left following departure. However, there will be a minimum charge of \$25.00 to cover postage and packaging.

Wi-Fi ACCESS: Our Wi-Fi access is open and free of charge.

LIABILITY**PLEASE READ CAREFULLY**

In consideration of the Company permitting the Customer and the Customer's Guests to occupy the Guest House, to use the Marina, and to use any amenities at the Marina, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Customer and the Customer's Guests agree to **WAIVE ANY AND ALL CLAIMS** that the Customer and/or the Customer's Guests have or may in the future have against the Company, its directors, officers, employees, agents, representatives, volunteers, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees"), and **TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY**, for any loss, damage, expense or injury, including death, that the Customer and/or the Customer's Guests may suffer, or that the Customer's and/or the Customer's Guests' next of kin may suffer, as a result of staying at the Guest House, and/or use of the Marina or the Marina's amenities by the Customer and/or the Customer's Guests, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE BRITISH COLUMBIA OCCUPIERS LIABILITY ACT, R.S.B.C. 1996. C. 337 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE**

FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE USE OF THE MARINA, THE MOORAGE BERTH, AND/OR THE AMENITIES.

SCHEDULE B: Marina Rules and Regulations

Mill Bay Marine Group is proud of its marinas and the quality of service it delivers. The relationship between Mill Bay Marine Group's staff and its customer, clients and suppliers, as well as the general community, is critical to the continued success and enjoyment of MK Bay Marina Limited Partnership. The following rules and regulations of the MK Bay Marina Limited Partnership are designed to ensure the safe enjoyment of all who use the Marina. **Please be aware that fines may be levied against you for non-compliance.**

1. The Customer and the Customer's Guests must conduct themselves in a manner that is respectful to all who use the Marina. The Customer and the Customer's Guests must conduct themselves in a manner that is not detrimental to the safety of the Marina or its guests, or that interferes with the quiet peaceful enjoyment of others. **Where the Customer or the Customer's Guest(s) fail to conduct themselves in an appropriate manner, a fine may be levied against the Customer at the Company's sole discretion. Further, failure to abide by the terms of this clause is cause for immediate cancellation of this Agreement, at the Company's sole discretion.**
2. Children are not permitted on the Marina docks without being accompanied by an adult.
3. Children under twelve years of age are required to wear a PFD at all times while using the Marina docks.
4. No running, pushing or horseplay is permitted in the Marina.
5. Pets must be kept on a leash. Pets are not permitted to be left unattended on any vessel or vehicle on Company property at any time. Customers are responsible for cleaning up after pets. Customers are responsible for any damage whatsoever caused by the Customer's pet(s) or the Customer's Guests pet(s). **Where the Customer or the Customer's Guest(s) fail to abide by all of the terms of this clause, a fine may be levied against the Customer at the Company's sole discretion. Further, failure to abide by all of the terms of this clause is cause for immediate cancellation of this Agreement, at the Company's sole discretion.**
6. The docks must remain free and clear at all times from all materials, equipment, bicycles, lines, canvas covers, electrical cords, water hoses, hazardous materials and refuse. More specifically:
 - a. bowsprits and platforms must not extend over the docks at any time whatsoever;
 - b. all lines and ropes must be tightened down on sailboats to prevent banging against masts and boom.
 - c. wheelbarrows and other Company property must be returned to its proper storage location after use.
7. Dinghies may not be kept on the docks. Dinghies must be kept onboard the Vessel or safely tethered so as not to interfere with other vessels.
8. Fishing gear must be attached to a vessel and may not be attached to the dock or to any floats.
9. Vessels approaching or leaving the Marina must proceed in a considerate and seaman-like manner so as not to cause wake or damage to other vessels or to Company property. Boat speed shall not exceed three (3) Knots. **Where the Customer or the Customer's Guest(s) fail to abide by the terms of this clause, a fine may be levied against the Customer at the Company's sole discretion. Further, failure to abide by the terms of this clause is cause for immediate cancellation of this Agreement, at the Company's sole discretion.**
10. No garbage, litter, waste, toilets, sinks, bilge contents, petroleum product or other organic or inorganic wastes may be emptied overboard, dumped, or deposited anywhere within the confines of the Company property except into receptacles provided for such by the Company. **The prohibited discharge of these materials, or any other materials the Company deems improper, is cause for immediate cancellation of this Agreement.**
11. Fuel may only be stored in approved storage containers. Any mixing, transferring or pumping of fuel or any flammable material is strictly prohibited.
12. No type of heater, electrical, open flame or oil burner may be operated unless the Customer or a person designated by the Customer is in attendance.
13. The docks, the electrical system and the potable water system may not be modified in any way.
14. The Vessel must at all times be clearly marked with the Vessel's name and registration number, as required by law.
15. The Vessel must be maintained in a clean, tidy and seaworthy condition, and must be capable of moving under its own power.
16. Access to the Marina is via a locked gate with a key code or a key fob. After hour access is for Customers only. The code or fob, as the case may be, is not to be given out to any patron other than the Customer, the Customer's Guests, or the Customer's invitees. The Company may change the code on the gate at any time without notice to ensure the safety of its guests.
17. Consumption of illegal substances is strictly prohibited on the Company property **and such consumption is cause for immediate cancellation of this Agreement.**
18. Open alcohol is strictly prohibited at the Marina. Alcohol consumption is limited to the confines of a docked and secured Vessel. **Where the Customer or the Customer's Guest(s) fail to abide by all of the terms of this clause, a fine may be levied against the Customer at the Company's sole discretion. Further, failure to abide**

by the terms of this clause is cause for immediate cancellation of this Agreement, at the Company's sole discretion.

19. A shirt and shoes are required to be worn at all times on the Company property.
20. Water is supplied to Customers free of charge for responsible use. The Company may, at its sole discretion, charge for water at any time.