

MARINA LEASE (British Columbia)

THIS LEASE is made in pursuance of the Land Act and the Land Transfer Form Act between:

[NAME OF LESSOR]

[Address]
(the "Lessor")

OF THE FIRST PART

and -

[NAME OF LESSEE]

[Address]
(the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the owner of certain lands described as:

[insert legal description] (the "Land")

AND WHEREAS the Lessor hereby agrees to grant Lessee a lease over the Land, on the terms and conditions hereinafter set out.

NOW THEREFORE the Lessor and the Lessee hereby agree as follows:

ARTICLE I - GRANT OF LEASE

1.01 Improvements shall include all buildings, structures, equipment, improvements and marine docking, moorage, storage, launching, maintenance and minor repairs made, constructed, erected, placed or installed on the Land at any time under the term of this lease, with all replacements, alterations, additions, changes, substitutions, improvements or repairs. Person shall include the meaning given in the Interpretation Act.

1.02 Lessee shall use the Land and Improvements solely for the purpose of conducting business of a marina, which may include the provision of a marine lift, boat launch, and boat repair shop. Lessee shall not use the Land or Improvements for any other purpose.

1.03 Lessee shall not restrict, or permit restriction of, the use of any service or facility to persons with the intentions that such service and facilities shall be available for all members of the public.

ARTICLE II - TERM

2.01 To have and to hold the Land unto the Lessee for a term of _____ years commencing on _____ (the "Commencement Date").

ARTICLE III - FEES

3.01 Paying for the term the fees as listed in the Fee Schedule.

ARTICLE IV - COVENANTS OF THE LEASE

4.01 Lessee covenants with Lessor:

- (a) to pay fees when due at above said address, or such other place specified by Lessor in writing;
- (b) to pay all applicable taxes, levies, charges and assessments, when due, that relate to the Land or Improvements thereon ("the Realty Taxes");

- (c) to observe, abide and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any governmental authority;
- (d) to keep the Land in good condition, and on written notice from Lessor to make safe or good condition;
- (e) not to commit voluntary waste, spoil or destruction on the Land or to do anything that may be or become a nuisance to the owners of adjoining land;
- (f) to use and occupy the Land in accordance with the provisions of this lease;
- (g) to have insurance during the term of this lease to protect the Lessor and Lessee against claims for injury, death, damage, public liability claims arising from any accident or occurrence on the Land provided that Lessor may waive the requirements of this subsection upon delivery to Lessor of evidence that Lessee is self insured;
- (h) to provide Lessor from time to time with proof of insurance to be maintained by Lessee, receipts or other evidence of payment of Realty Taxes, insurance premiums, or other monetary obligations of the Lessee;
- (i) Lessor may notify Lessee that the amount of insurance must be changed and Lessee shall within 60 days of receipt of such notice, change the amount of insurance as specified in the notice, and provide written notice to the Lessor of confirmation of the change;
- (j) to indemnify and save the Lessor harmless against all loss, damages, costs, and liabilities, including fees of solicitors or professional advisors arising from any breach, violation or non-performance of any covenant, condition or agreement by Lessee, or personal injury, death or property damage occurring on the Land or happening by virtue of the Lessee's use of the Land;
- (k) to pay for labour performed on or material supplied to the Land in accordance with the Builders Lien Act, and on behalf of Lessor, place written notice after the commencement of any construction on the Land on at least two visible places, and Lessor shall not be responsible for cost of labour, services or materials performed or supplied to the Land;
- (l) upon expiration or early cancellation of this lease; to quit and deliver possession of the Land and any improvements to Lessor, restore surface of the Land to satisfaction of Lessor, and remove any improvements that Lessor shall direct or permit in writing to be removed.
- (m) to permit Lessor, or its authorized representative, to enter upon the Land to inspect the Land and improvements;
- (n) not to deposit on the Land any earth, fill or other material to fill in or raise the level of the Land without Lessor's prior written consent;
- (o) not to dredge or significantly displace beach material on the Land without Lessor's prior written consent;
- (p) not to place improvements on the Land, carry any activity on the Land, or surface of the water covering the Land that shall be an interference with the riparian rights of the owner or occupier of any adjacent land.

ARTICLE V - ASSIGNMENT

5.01 Lessee shall not assign, mortgage, sublet or transfer this lease without Lessor's prior written consent. If Lessee is a corporation, a change in control of the Lessee shall be deemed an assignment of this lease.

THIS IS A 7-PAGE DOCUMENT.