

OBC AGREEMENT: WITH OWNER

PART A: OWNER

NAME:		
HOME ADDRESS:		
CITY:	PROVINCE:	POSTAL CODE:
DRIVER'S LICENSE:		
No.: _____		Expiry date: _____
Province/State: _____		
Identity Verified: _____ Yes		
BIRTH DATE:		
TELEPHONE:	EMAIL:	

PART B: BOAT / EQUIPMENT

MAKE	
MODEL	
BOAT HIN	
OVERALL LENGTH (Ft/In)	
BOAT DESCRIPTION	
PROOF OF OWNERSHIP	

PART C:

TERMS AND CONDITIONS

1. The Rental Agreement. These Terms and Conditions, together with any additional agreement signed by the Owner as well as any documents or agreements (or links to online documents and agreements) sent to the Owner electronically in connection with the rental of the Boat, more fully described in Part B, constitute "this Agreement" between the Owner and Ontario Boat Company Ltd. ("OBC") and govern all future rentals of the Boat by potential renters.

2. OBC. The OBC is only an acting intermediary between Owners and potential renters, and is not the legal owner of the Boat. OBC agrees to list the Boat on behalf of the Owner, more fully identified in Part A to this Agreement, for the express purpose renting the Boat to renters for short-term personal use.

3. The Owner. The Owner possesses legal ownership of the Boat. The Owner agrees to the terms in this Agreement provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law prevails. The Owner also acknowledges that they are not an agent of OBC for any purpose; and that they cannot assign, delegate, or transfer any of their obligations under this Agreement.

4. The Renter. The renter is a party that will rent the Boat using OBC's services. The renter will sign a separate Agreement with OBC regarding their rental of the Boat. The renter is an individual who is deemed eligible by OBC to rent the Boat due to their age, competency, and possession of a valid boating license. The OBC will make efforts to verify the identity and eligibility of renters to rent the Boat, however, cannot guarantee that all information provided by renters will be accurate.

5. The Rental. The Owner agrees to list for rent, through OBC and the services it provides, the Owner's Boat. Boat Rentals will be for the short-term personal use of the Boat by renters, in exchange for a pre-set rental fee, which will be paid by the renter directly to the OBC. All boat rentals approved by the OBC to renters, will be to OBC's sole discretion.

6. OBC Fees. The Owner understands and agrees that all payments made for the rental by the renter will be made directly to OBC. OBC will be entitled to retain 25%, including applicable taxes, of each rental transaction paid by the renter. OBC, in its sole discretion, will only accept payment through e-transfer or credit card from renters, and agrees to remit amounts owed to the Owner for the rental within ____ days.

6. Taxes. The Owner acknowledges that all pricing and fees will be subject to all applicable taxes.

7. Insurance. The Owner understands and acknowledges that the Boat must be validly insured by the Owner's own insurance policy before it will be listed for rent by OBC. The Owner further agrees to purchase commercial insurance coverage for the Boat from OBC's third-party insurance provider on an annual basis at a cost of \$500.00 per boat, as well as an additional \$2.00 per \$100.00 of insured value on the **actual cash value** of the Boat. The Owner agrees to make all insurance payments payable by the Owner under this Agreement directly to OBC, and understands that in the event of a loss, the Renter will be liable for any deductible owing, or any amount owing in excess of the insurance policy limit of \$2,000,000.00. The Owner understands and accepts that OBC's third-party insurance coverage will only apply to the **current actual cash value** of the Boat and maybe less than that of which is covered under OBC's third-party insurance, and that the third-party insurance coverage will not match the Owner's personal coverage.

8. Termination. This Agreement may be terminated by either the OBC or the Owner, upon 30 days' notice to the other party. If the Owner wishes to terminate this Agreement after the Owner has already agreed to the rental of the Boat to a renter, they may be subject to a penalty fee of \$100 for the

cancellation. Should OBC wish to terminate this agreement when both the OBC and the Owner have already agreed to the rental of the boat to a renter, the OBC will act to ensure that the renter is given a boat of similar specification to the Boat under this Agreement. In the event of termination, payment obligations of the Owner under paragraphs 18 and 19 will survive the termination of this Agreement.

9. Ownership. The Owner understands that the rental is solely a transfer of possession and not of Ownership of the Boat, and that the Owner will remain the Owner of the Boat at all times.

10. Verification. The Owner accepts that OBC has the right to verify all information provided by the Owner to OBC. The Owner understands that when listing the Boat with OBC, they are providing complete and accurate information regarding their identity, Ownership, and condition of the Boat. OBC, at its sole discretion, may terminate this Agreement immediately, without further notice to the Owner, if the Owner is discovered to have provided incomplete and / or inaccurate information to OBC. OBC further reserves the right to use third party services, in its sole discretion, to verify any information provided by the Owner.

11. Update Information. The Owner agrees to update any and all information they have provided to OBC. The Owner understands that the Owner's failure to update information with OBC, including but not limited to contact information, will not serve as a defence for not receiving OBC's notice and invoices.

12. Changes to this Agreement. OBC reserves the right, at its sole discretion, to modify the rental services provided under this Agreement. Any change in this Agreement must be in writing and signed by an authorized OBC representative. The Owner further agrees that OBC has the sole right to change the Terms and Conditions under this Agreement, from time to time, either upon written notice to the Owner, in paper or electronic form, or upon posting such changes on OBC's web site. Such changes will apply to future rentals following the change, and without any further requirement by the Owner to sign the changed Terms and Conditions.

13. Fuel. The Owner agrees to ensure that, if required by OBC, the Boat is sufficiently fueled prior to each rental, or agrees to compensate OBC for fuel within 5 days' time should, in OBC's sole discretion, OBC fuel the boat prior to each rental.

14. Error in Rental Charges. The Owner agrees to pay any undercharges that may later be discovered by OBC with respect to the Boat and this Agreement.

15. Delivery of Boat. The Owner agrees to deliver the Boat prior to each rental in a clean and properly functioning condition, failing which, the Owner agrees to compensate OBC for costs incurred to prepare the Boat in a timely fashion for the rental. OBC does not undertake to clean and prepare the Boat prior to each rental, but in its sole discretion may elect to do so at a fee to the Owner. In the event that a renter has booked the rental of the Boat and the Owner fails to deliver the Boat in the timely fashion, the Owner will be subject to a penalty fee of \$100 , and this Agreement, in OBC's sole discretion, may be terminated.

16. Prohibited Actions of Owner. The following actions, taken or failed to be taken, by the Owner will violate this Agreement:

- A. Commit an act or actions that would in any way tarnish or harm OBC, its reputation, or brand.**
- B. Provide any false or misleading information to either OBC or the renter directly.**
- C. Offer the rental of a boat or equipment that the Owner is not legally entitled to list as a rental.**
- D. Offer the rental of a boat or equipment that is unsafe, uninsured but advertised as insured, or illegally registered.**

E. Impersonate someone or misrepresent themselves.

F. Fail to pay any fees or penalties owed by the Owner to OBC.

G. Fail to make a timely delivery of the Boat when the Owner has agreed to rent it to a renter for a specific date and time.

H. Use OBC to solicit potential renters directly in order to avoid the obligation of paying OBC's fees referred to in paragraph 6 to this Agreement.

I. If required and allowed by OBC to contact a renter directly, to do so for any purpose other than the rental.

J. Interfere with the listings of other Owners using OBC's services.

K. Arbitrarily repossessing the Boat when it is with a renter during a rental period.

THE OWNER ACKNOWLEDGES THAT A VIOLATION OF PARAGRAPH 16, WILL AUTOMATICALLY TERMINATE THIS AGREEMENT. A VIOLATION OF PARAGRAPH 16 ALSO RESULTS IN THE OWNER BEING IMMEDIATELY LIABLE TO OBC FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ACTUAL LEGAL FEES, DISBURSEMENTS, AND COSTS THAT OBC MAY INCUR AS A RESULT OF THE OWNER'S BREACH. OBC HAS THE RIGHT, BUT NOT THE OBLIGATION, TO INVESTIGATE, PURSUE, AND SEEK TO PROSECUTE, LITIGATE, OR REFER TO LAW ENFORCEMENT, VIOLATIONS OF THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

17. Repossession of the Boat. The Owner acknowledges that the Owner retains the right to repossess the Boat at any time, including if the Boat is found to be illegally or improperly docked, abandoned, or being used in a manner that violates the law or the terms of this Agreement. The Owner agrees to immediately notify OBC in the event of a repossession.

18. All Expenses, Costs, Fines and Administrative Fees. The Owner is responsible for reimbursing OBC for all fines, penalties, interest, and court costs that OBC may incur as a result of the rental or as a breach of this Agreement. Reimbursements include, but are not limited to, boating infractions, storage liens, and any other charges incurred as a result of the Owners actions. The Owner further agrees to pay a reasonable administrative fee for any violation of this Agreement. The Owner authorizes OBC, at its sole discretion, to pay all infractions, fines, penalties and interest on the Owner's behalf directly to the appropriate authority and agrees to compensate OBC for the full amounts paid, plus a reasonable administrative fee, and actual legal fees and expenses, if applicable. The Owner understands and acknowledges that OBC may be required to cooperate with federal, provincial, municipal, and local officials with enforcing infractions committed by the Owner or renter, and permits OBC to provide any information in its possession, concerning the Owner, that these officials may deem necessary.

19. Collection Proceedings. In the event that the Owner fails to pay all amounts owed to OBC under this Agreement upon demand, OBC may take the following actions against the Owner: 1) demand an interest rate of 24% per annum, or the highest rate permitted by applicable law, on all past due amounts owing; 2) the Owner agrees to pay any and all costs incurred by OBC in seeking to collect such outstanding amounts, including but not limited to, actual legal fees, administrative fees, cost of recovery, insufficient funds fees and collection fees; 3) the Owner permits OBC, and its collection agents, to access any and all personal information provided by the Owner to OBC in an effort to collect any amounts owing under paragraph 18; and 4) OBC may report any deficiencies owed by the Owner to an appropriate credit reporting agency.

20. Indemnification. The Owner agrees to defend, indemnify, and hold the OBC, including all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of OBC, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, actual legal fees, and other expenses incurred by the Owner, renter or third party, in any manner, from this rental transaction or from the use of the boat by the Owner or any person, including claims of, or liabilities to, third parties. **THE OWNER WAIVES ANY AND ALL CLAIMS AGAINST OBC FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL AND THE BOAT, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT ON PART OF THE OBC, AND ALSO INCLUDING THE FAILURE ON PART OF OBC TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE OWNER FROM RISKS, DANGERS, AND HAZARDS, INCLUDING ANY WARRANTY ON PART OF OBC.**

21. WAIVER AND RELEASE OF LIABILITY. THE OWNER FREELY ACCEPTS AND FULLY ASSUMES ALL RISK, DANGERS AND HAZARDS, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE AND LOSS THAT MAY RESULT FROM THE OWNER'S USE OF THE BOAT WHILE ON OBC'S PREMISES.

22. Representations and Warranties. The Owner represents and warrants that to its knowledge, the Boat is in good condition and is safe for ordinary operation. The Owner further represent that the Boat is legally registered, and has a clean title with respect to ownership. OBC further makes no warranty regarding the quality of any listings, renters, or any content or accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through our services. **OBC IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS BY OWNERS OR RENTERS THAT USE OBC'S SERVICES, OR THE MANUFACTURER OF THE BOAT. OBC'S SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, WITHOUT LIMITING THE FOREGOING, OBC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.**

23. Liability. Except where required by law to be primary, any protection provided by OBC shall be secondary to any and all applicable insurance available to the Owner. Where any coverages by OBC are required or implied by law, the limits shall be the minimum required under the applicable statute.

24. Jurisdiction and Severability. In the event of any dispute over this Agreement, this Agreement will be interpreted by the laws of the Province of Ontario. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

25. Entire Agreement. This Agreement constitutes the entire agreement between the Owner and OBC and shall not include any other representation, promise, or warranty other than those set out in this Agreement.

26. Miscellaneous. The Owner acknowledges that, in the event of death or incapacity, this Agreement is binding upon the Owner's heirs, next of kin, executors, administrators, assigns, and representatives. OBC reserves the right to transfer its rights and obligations under this Agreement to another party. This will not affect the Owner's rights or the obligations under this Agreement. The Owner may only transfer their rights or obligations under this Agreement to another person if OBC agrees to same in writing. Should OBC fail to insist that the Owner perform any of its obligations under this Agreement, or if OBC does not enforce its rights against the Owner, or delays in doing so, that will not mean that OBC has waived its rights against the Owner and will not mean that the Owner does not have to comply with

those obligations. If OBC does waive a default by the Owner, OBC will only do so in writing, and that will not mean that OBC will automatically waive any later default by the Owner.

I, THE OWNER, HAVE READ THE TERMS AND CONDITIONS TO THIS AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND TO THIS AGREEMENT.

Date: _____

OWNER

Full Name: _____

Signature: _____