



Application to Lease Berth

Please check and complete all fields and return to HCWA

Hubbards Community Waterfront Association ("HCWA")

PO Box 190
Hubbards, NS
B0J 1T0

Phone: 902-857-1062 Email: hubbardscove@gmail.com

Owner(s) Name _____ Email _____

Address _____ Phone: Home _____

City _____ Cell _____

Province _____ Postal code _____ Work _____

Name of Contact in case of Emergency: _____

Phone: Home: _____ Cell: _____ Work: _____

Lease option requested: Multi-year ____ Single-year ____ Weekly ____ Daily ____

Requested Lease Start date if weekly or daily. (Yearly leases begin on June 1): _____

Duration if weekly or daily: _____

Boat Information

	Power__	Sail__
Boat Name:	_____	
Registration #	_____	
Hull color:	_____	
Manufacturer:	_____	
Length:	_____	
Width:	_____	
Draft:	_____	
Weight:	_____	

Boat Services Requested

	Yes	No
Crane Haulout/Launch		
Winter storage on cradle		
Winter storage on trailer		
Mast storage		
Tender dock		

Membership: To lease a berth on a yearly basis, you must be a member of HCWA. To lease a berth for any term or to purchase HCWA Boating Services, you must abide by HCWA's By-Laws and Regulations in effect from time to time. All members of HCWA are "entitled to the use, benefit and enjoyment of all facilities and properties owned or managed by the HCWA, subject to payment in full for any respective usage fees as determined by the HCWA Board of Directors to be the current applicable fees, and the acceptance of the HCWA Membership Agreement, Terms & Conditions, and Code of Conduct."

HCWA By-Laws February 25, 2010.

Lease Options:

HCWA offers the following lease options (HST included):

1. **Multi-Year Lease:** \$2,875 Non-Refundable / Non-Transferable Deposit + \$1,150 Annual Berth Fee + \$10 Annual Membership
2. **Single Year Lease:** \$2,000 Annual Berth Fee + \$10 Annual Membership
3. **Monthly Lease:** \$700 Monthly Berth Fee + \$10 Annual Membership
4. **Weekly Lease:** \$225 Weekly Berth Fee
5. **Daily Lease:** \$40 Daily Berth Fee

Fees are set each year and subject to change. HST is included in all above rates except for Membership Fees which are not subject to HST. Shore power is available for an extra charge.

Berth Allocation and Assignability:

Berths are allocated on the basis of the size of boat and availability of berths. Priority for berth allocations is given to residents of and owners of property located within the Aspotogan Heritage Trust and Shatford Trust Boundaries.

Those who lease berths under multi-year leases may assign or transfer their berths to other members of HCWA provided the person(s) to whom the berth is assigned or transferred (the "Assignee") is a member of HCWA and a resident or owner of property located within the Aspotogan Heritage Trust and Shatford Trust Boundaries. Written notice of the assignment or transfer must be given to HCWA by both the original lessee and the Assignee.

Liability and Release:

In consideration of being permitted to lease a berth, I/we, the undersigned, hereby release HCWA, its officers, directors, employees, agents and independent contractors (collectively, the "Indemnitees") from and against any claim, injury or damages which I/we may suffer, or which may affect any of my/our personal property including without limitation my/our boat.

I/we acknowledge and agree that as a condition of leasing a berth, I/we must keep in place insurance for no less than **\$2 million** per occurrence and provide proof of insurance coverage on request. I/we agree to indemnify and save harmless the Indemnitees from any damages suffered by myself or any other person as a result of my/our use of a berth or the facilities. In addition, I/we undertake and agree to pay for any and all damages caused by my/our actions or by the actions of my/our guests and invitees, or by the use of my/our vessel.

Other:

I/we acknowledge and agree that it is my/our responsibility to ensure that my/our contact information remains current with HCWA. Charges incurred as a result of HCWA not being able to contact me are my/our responsibility

All invoices are distributed by email and payable upon receipt. Interest will be charged on all accounts past 30 days. Fees calculated and distributed through the HCWA accounting system are the final fee. All other quotes are not valid.

Send completed and signed form, with copy of insurance to HCWA at the address set out above. In the event that a berth is allocated, the Membership Fee, Non-Refundable / Non-Transferable Deposit Fee (if applicable) and the appropriate Berth Lease Fee are due within 5 business days of being notified of the allocation. In the event that you do not make the payment within that period, the berth may be allocated to another party without notice to you.

This Application and the information set out herein does not apply with respect to the berths allocated and still held pursuant to agreements dated January 1, 2007 through December 31, 2009.

I/we have read and agree to comply with the most current version of the HCWA Marina Regulations and HCWA Policy on Payment of Fees posted on www.hubbardscove.ca

Date:

Signature:
