

TORONTO SUP AND KAYAK VESSEL STORAGE AGREEMENT

VESSEL OWNER'S DETAILS Please print legibly	
Printed Name:	
Phone Number:	
Alt. Phone Number:	
Email Address:	
Home Address:	

EMERGENCY CONTACT PERSON #1 Please print legibly	
Printed Name:	
Phone Number:	
Email Address:	
Relationship:	

EMERGENCY CONTACT PERSON #2 Please print legibly	
Printed Name:	
Phone Number:	
Email Address:	
Relationship:	

VESSEL DESCRIPTION Please print legibly	
Type of Vessel:	
Make:	
Model:	
Colour:	
Length (feet):	
Width (inches):	
Height (inches):	
Weight (lbs):	

VESSEL OWNER'S INITIALS: _____

Please contact Storage@TorontoSUP.com for further information.

TORONTO SUP AND KAYAK VESSEL STORAGE AGREEMENT

AVAILABILITY AND PRIORITIZED WAITING LIST

All storage rack assignments are subject to the availability of suitable storage spots at the sole discretion of TORONTO SUP AND KAYAK for the type, dimensions and weight of the vessel to be stored, are provided on a first come, first-served basis and may be subject to the prioritized waiting list. A VESSEL OWNER wishing to be placed on the prioritized waiting list shall provide the VESSEL OWNER'S DETAILS, VESSEL DESCRIPTION, pay the one-time initiation fee set-out below, due upfront and via Interac e-Transfer Autodeposit to Sales@TorontoSUP.com, agree to and sign this agreement.

The one-time initiation fee paid by the VESSEL OWNER will either be refunded in-full should the VESSEL OWNER wish to withdraw from the prioritized waiting list, or alternatively, be applied to total fees (initiation + per season fee) due for storage once a suitable storage rack becomes available and is assigned to the VESSEL OWNER by TORONTO SUP AND KAYAK. A VESSEL OWNER who is either actively storing their vessel or who is on the prioritized waiting list agrees that TORONTO SUP AND KAYAK may share the particulars of their vessel type and dimensions with the CITY OF TORONTO to assist with assessing demand for personal-use paddle craft storage solutions.

Waiting list date and time: _____ **(TO BE COMPLETED BY STAFF)**

Assigned storage rack number: _____ **(TO BE COMPLETED BY STAFF)**

TORONTO SUP AND KAYAK reserves the right to reassign storage racks or to move a stored vessel at any time at its sole discretion.

INITIATION FEE AND PER SEASON RATE

A one-time initiation fee of \$37.50 + H.S.T. per vessel shall be paid for the first season of storage in addition to the rate per season as set out below.

Vessel Type	Length	Max Width	Max Height	Fee Per Season (June 15 to September 28)	Location
Kayak	Up to 12'	34"	27"	\$325.00 + H.S.T.	Cherry Beach
Kayak	Over 12' and under 23'	34"	27"	\$395.00 + H.S.T.	Cherry Beach
SUP	Up to 12'	34"	9.25"	\$250.00 + H.S.T.	Cherry Beach
SUP	Over 12' and under 14'	32"	11.25"	\$295.00 + H.S.T.	Cherry Beach
SUP	14' to 17'	32"	12.5"	\$385.00 H.S.T.	Cherry Beach

VESSEL OWNER'S INITIALS: _____

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v1.0.5 - Updated June 20, 2021

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TORONTO SUP AND KAYAK hereby leases to the VESSEL OWNER, and the VESSEL OWNER hereby leases from TORONTO SUP AND KAYAK one storage rack for a one-time initiation fee of _____ and a rate of _____ per season plus H.S.T., due upfront and by May 1st of each subsequent season and payable via Interac e-Transfer Autodeposit to Sales@TorontoSUP.com. In the event that payment is not received by May 1st of the subsequent season, this agreement shall be deemed terminated.

TORONTO SUP AND KAYAK reserves the right to change the rate per season, at its sole discretion, for any subsequent year of storage.

INITIATION AND ORIENTATION

The VESSEL OWNER must attend an initiation and orientation session prior to storing their vessel at TORONTO SUP AND KAYAK's storage facilities.

HOURS OF OPERATION

The storage container will be opened at sunrise and closed 30 minutes after sunset, weather permitting, each day of the storage season.

TORONTO SUP AND KAYAK will take all reasonable steps to ensure that the storage facility is open during the hours of operation as set out above, however, may close access to the storage facilities at its sole discretion due to inclement weather, for maintenance or for safety reasons.

TORONTO SUP AND KAYAK is not responsible for storage facility closures or restrictions to vessel and equipment access due to circumstances beyond its control.

VESSEL OWNERS are encouraged to check the weather forecasts and text 647-546-4787 to check with TORONTO SUP AND KAYAK ahead of time to determine whether or not the storage facility will be open or closed.

VESSEL STORAGE RULES & LIMITATIONS

- Storage is for non-commercial, personal-use paddle craft only and is non-transferable.
- The VESSEL OWNER is responsible for ensuring that their vessel is in good repair, functioning properly, seaworthy and drained of all water prior to being used and prior to being placed on the assigned storage rack.
- At no time shall any vessel or any other equipment be placed or protrude into a storage spot that has not been assigned to the VESSEL OWNER by TORONTO SUP AND KAYAK.
- Fins must be removed from Stand Up Paddleboards prior to storing.

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- No vessel shall be stored in a dangerous manner, in a manner which may damage the storage facility, damage or hinder access to any other stored vessel or equipment or in a manner which may prevent the storage container doors from closing.
- No additional equipment, supplies or any other items shall be stored in the storage spot with the exception of a protective vessel cover sleeve or bag, paddle, PFD or vessel safety equipment expressly approved in writing by TORONTO SUP AND KAYAK.
- All vessels must be dried and cleaned from sand, dirt and all other debris prior to being placed in the storage container. No wetsuits or wet items of any kind may be stored inside the storage container, whether inside or outside of the stored vessel.
- When not in use, all vessels must be locked with an approved cable lock to the crossmember of the VESSEL OWNER's assigned storage spot as designated by TORONTO SUP AND KAYAK. A spare key or the combination code of the lock must be provided to TORONTO SUP AND KAYAK staff to be used in case of emergency or in the event that the vessel must be removed for maintenance or reassignment.
- VESSEL OWNERS storing their vessels with TORONTO SUP AND KAYAK and their guests shall conduct themselves in a considerate, polite and courteous manner at all times when interacting with staff, other storage patrons, City of Toronto employees or members of the public while using the storage facilities and while in the surrounding areas.
- VESSEL OWNERS and their guests shall not use stored vessels while under the influence of drugs or alcohol and shall obey all applicable laws, rules and regulations including (but not limited to) The City of Toronto Municipal Code and Transport Canada regulations.
- Vessels shall be removed by the VESSEL OWNER from the storage container by no later than 10:00 am EST on the final day of the storage season.
- VESSEL OWNERS who fail to remove their vessels in a timely fashion in accordance with this agreement agree that the vessel shall be deemed to have been abandoned by the VESSEL OWNER and may be relocated, sold, gifted or disposed of by TORONTO SUP AND KAYAK without further notice, consideration or compensation.

TORONTO SUP AND KAYAK may, from time to time, amend and update these VESSEL STORAGE RULES & LIMITATIONS by sending an email the VESSEL OWNER and posting the amended or updated version on the www.TorontoSUP.com web site.

The VESSEL OWNER agrees to review and abide by any amended or updated version of the VESSEL STORAGE RULES & LIMITATIONS from the effective date of the amended or updated version as set out by TORONTO SUP AND KAYAK.

VESSEL OWNER'S INITIALS: _____

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TORONTO SUP AND KAYAK VESSEL STORAGE AGREEMENT

WAIVER, RELEASE, INDEMNITY AGREEMENT & ACCEPTANCE OF RISK AND LIABILITY

I, the undersigned VESSEL OWNER, acknowledge that TORONTO SUP AND KAYAK is extending a special privilege in allowing me to store my vessel. In consideration of the privilege to store my vessel at TORONTO SUP AND KAYAK's storage facility, I, the undersigned VESSEL OWNER, hereby acknowledge, agree to and represent the following for myself, my guests and any of our personal representatives, heirs, and next of kin:

RELEASE

I, the VESSEL OWNER, agree to release, waive, discharge, and covenant not to sue TORONTO SUP AND KAYAK, its owners, partners, directors, officers, employees, and agents from all liability to me, my guests, personal representative, heirs, and next of kin for any type of loss, theft or damage and/or any claim or demands on account of injury and/or on account of damage to property, whether caused by any type of negligence or otherwise and agree that this document may be raised by TORONTO SUP AND KAYAK as an estoppel and complete bar to any claim, demand, action, proceeding or complaint.

INDEMNIFICATION

I, the VESSEL OWNER, agree to indemnify, save and hold harmless TORONTO SUP AND KAYAK from any loss, liability, theft, damage or cost that may be incurred due to storing or using my vessel, upon or about TORONTO SUP AND KAYAK's storage facility or premises whether caused by any type of negligence or otherwise.

ACCEPTANCE OF RISK & LIABILITY

I, the VESSEL OWNER, accept and assume full responsibility, liability and risk of property damage or theft caused to, or by, my vessel or equipment.

EARLY TERMINATION POLICY

TORONTO SUP AND KAYAK reserves the right to terminate this agreement at any time and for any reason at its sole discretion by providing notice by email to me, the VESSEL OWNER. If TORONTO SUP AND KAYAK terminates this agreement, TORONTO SUP AND KAYAK shall refund, on a prorated basis, the unused portion of the seasonal rate paid by the VESSEL OWNER and I, the VESSEL OWNER, shall remove my vessel and equipment within 72 hours of the time that the notice was sent to my email address as set out in the VESSEL OWNER DETAILS.

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CONTACT INFORMATION AND ALTERNATIVE CONTACT PERSON

I, the VESSEL OWNER, agree to immediately provide TORONTO SUP AND KAYAK with updated contact information should there be any changes to the information provided by me, and as well, provide the name of an alternative contact person, their phone number and email in my absence so that the alternative contact person will be responsible for my vessel and equipment.

INTERPRETATION AND SEVERABILITY

I, the undersigned VESSEL OWNER, further expressly agree that this agreement and WAIVER, RELEASE, INDEMNITY AGREEMENT & ACCEPTANCE OF RISK AND LIABILITY is intended to be as broad and inclusive as the applicable laws allow in favour of TORONTO SUP AND KAYAK and that, if any portion of this agreement is held to be invalid, it is agreed that the balance shall, to the greatest extent permitted, continue to be in full legal force and effect.

Signature of VESSEL OWNER

Date

Printed name of WITNESS

Signature of WITNESS

Date

VESSEL OWNER'S INITIALS: _____

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