

Boat Slip Agreement/ Discovery Bay Resort

1088 Sunset Place Units 339 and 341

1. CHECK-IN TIME IS AFTER 4 P.M. Pacific AND CHECKOUT IS 11 A.M. Pacific. Guests must have their boats out of the lagoon by checkout time.

2. DAMAGE/RESERVATION DEPOSIT- A damage/reservation deposit of \$200 is required. This must be received within seven (7) days of booking the reservation.

The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward your boat slip rental, however, it is fully refundable within (14) days of departure, provided the following provisions are met.:

a. No damage has been done, to the docking and resort areas. This includes damage caused by friends or family visiting you on the premises.

b. A boat pass will be waiting in your unit, and must be left with the unit keys on departure.

c. All keys and passes are left on the kitchen table and unit is left locked.

d. All charges accrued during the stay are paid prior to departure.

e. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, the security company employed by this Complex.

3. PAYMENTS – The advance payments will be applied toward the boat slip rental. Please make payments in the form of traveler's checks, bank money orders, cashiers checks or personal checks payable to Stephanie Kabatoff. Online self-processing payments can be made by visa/cc or paypal, but will be subject to a 3% processing fee. The advance payment is not a damage deposit. A booking deposit is required within 7 days of making your reservation. Your dates will be held and guaranteed until then.

a) 50% of the total rental fees are due thirty (30) days prior to your arrival.

b) The Balance of the rental fees are due within fourteen (14) days of your arrival.

4. CANCELLATIONS or early departure does not warrant any refund of rent or deposit. Unit Booking Rules apply to Boat Slip Reservations.

5. Boat slips are rented weekly and daily, (daily rate has a minimum of 4 days) If a boat slip is reserved for less than four days, the guest will be charged the four day rate. (Unless otherwise specified)

6. RATE CHANGES – Rates are guaranteed at time of booking. Late payments are not guaranteed to be void of rate increases.

7. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

8. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

9. BOAT PARKING PASSES – A Parking pass will be located inside the unit. Renters must display

parking pass at all times. Failure to display may result in towing of the boat, at the renter's expense. Leave the parking passes inside the unit upon departure. A special Form K will be provided closer to arrival, this form will require you vessel number and the room you are staying in. It is necessary for BayWest Management to have the required contact information.

10. FIRE, FLOOD, STORM OR DISASTER POLICY – No Refunds will be given for circumstances of nature causes. Nor can we held responsible for additional expenses occurred as a result of a disaster. Check with your homeowners or travel insurance agency.

Rules of the Lagoon:

- Boat slip holders are responsible for obtaining and displaying the necessary registration documentation and sticker from The Delta Grand Resort (This will be supplied to you)
- There will be no usage of fuel cans to fuel boats in the lagoon due to safety and environmental reasons.
- Cleats or bumpers must be used.
- It is the responsibility of the slip holder to ensure his slip area is kept clean and obstruction free. No times (water toys, coolers, etc.) can be left on the walkways. Any items left on the walkways, will be subject to a fine by Discovery Bay Management and will be discarded by the Management.
- Foul language will not be tolerated on the docks or anywhere at the resort.
- Gates are open until dark, however, may close early if the weather is unstable or unsafe.

11. **Circumstances beyond our control** – In the event, that unforeseen problems arise beyond our control, (that are unrelated to natural causes/weather) such as problems with the lagoon gates, or docking issues, that keep you from using your boat slip for a period exceeding 48 hours, we will refund you a prorated amount based on the time you were unable to use your slip, exceeding the initial 48 hours. You must contact us immediately, should this problem arise.

12. Trailer parking – Parking is not available for your trailer. We do have an extra spot in the u/g parkade, for small trailers. This must be requested, reserved, and a fee is applied. On the street in front of the resort is 2 hour daytime parking. Evenings are free after 6pm. Just 2 blocks down from the resort, you can find off-street parking, that is not metered.

13. We cannot be held liable for any damages to your boat, trailer or guests using your boat. Care of your boat is strictly your responsibility.

14. By Signing Below, I agree to all terms and conditions of this agreement. I may return this email as an attachment, and a subject line reading “Agreement of terms accepted”, in lei of signature. The email attachment will represent an agreement to these terms. This form must be returned upon reservation booking.

15. Strata Documents will also be required. Strata Rules and Regulations will be provided in the unit and must be obeyed.

Signature: _____ Date _____

Information Required:

Full Name of Person booking Unit: _____

Home Address: _____

Boat Make/Model and License Plate _____

Emergency contact while staying in Kelowna _____

Discovery Bay Resort Vacations/ Units 339 and 341 1088 Sunset Drive Kelowna BC Canada V1Y
9Z1

Please send all payments to: Stephanie Kabatoff

3116 Shannon Court

Westbank BC V4T 1S8

250-452-6869

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