

**LEAMINGTON MARINA
CONTRACT FOR 2012
(April 15-October 15)**

1. The Corporation agrees to supply and the Owner agrees to pay for the aforementioned services.
2. The Owner agrees to pay for all services contracted for herein in accordance with the rates as herein set forth. All such charges shall be payable in advance of occupancy or service.
3. The Owner agrees to pay the costs of all damage to the Marina Premises and to the property of other Marina tenants resulting either directly or indirectly from the Owner's negligence. The Owner further covenants to indemnify and save harmless the Corporation, its servants, agents or employees against any loss, costs, suit or claim, arising out of the use of the Marina facilities or equipment or the handling of any boat anywhere on the Marina premises by the Owner or servants, agents or employees.
4. The Owner agrees that he will not assign this Agreement or sublet the space rented herein without the written consent of the Corporation. The Owner is able to make their space available to transient boaters in the case where they are not using their dock or have vacated for a weekend. The Corporation agrees to sub-lease the space from the Owner in return for a 50% credit on the transient nightly rate in the following season.
5. The Owner agrees that he will not do or permit to be done any act or thing which may make void any insurance upon the building or any property or any part thereof upon the Marina Premises or which may cause any additional premium to be paid for any such insurance.
6. The Owner agrees that he will not make or permit any unlawful, improper, noisy or otherwise offensive use of the Marina Premises and the Owner further agrees to observe, obey and be bound by all the rules and regulations made by the Corporation from time to time and listed in this agreement or posted in the Marina premises.
7. The Corporation shall have a lien against the above described boat, gear and contents for unpaid sums due for use of the Marina facilities or for damage caused or contributed to by the above-described boat or by the Owner to any docks or property of the Corporation or any other person on the Marina Premises. In addition to the lien herein provided for, the Corporation shall have a lien under The Warehousemen's Lien Act.
8. The Corporation shall not be liable for claims, whether founded in tort or in contract and including claims for consequential damages, arising out, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the space and premises herein leased, nor arising out of, occasioned by, or attributable to the presence on, rental, occupancy or use of the Marina or of the space and premises herein leased by the Owner or by any person visiting same or being thereon. The Owner agrees to indemnify and save harmless the Corporation from and against any and all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the nature, construction, design, condition or state or repair of the Marina or of the space and premises herein leased, whether founded in tort or in contract, and in any manner based upon, occasioned by or attributable to the presence on rental, occupancy or use of the Marina or the space and premises herein

leased by the Owner or by any person visiting same or being thereon whether founded in tort or in contract.

9. The Owner agrees to move his boat in accordance with the Corporation's instructions and when unattended authorizes the Corporation to move the boat at its discretion at the Owner's expense and risk.
10. This Agreement shall remain in full force and effect for the entire term set out above, unless sooner terminated in accordance with the following conditions, to wit:
 - (a) The destruction of the mooring facilities by fire, storm or other calamity.
 - (b) Any breach of this Agreement, including the rules and regulations of the Marina as amended from time to time, as provided for herein which form a part of this Agreement.
11. A waiver of any one or more of the terms or conditions herein shall not be deemed to be a continuing waiver.

Marina Hours of Operation

12. The Owner acknowledges that he is aware that the Marina is supervised and attended during each day as per the attached schedule.

The Marina will be operational as follows: Monday through Friday April 15th through April 30th between 0800 hours and 1700 hours with no supervision between 1700 hours and 0759 hours of each day during this time period or on the weekend. The Marina will be operational from October 1st to October 15th Sunday through Thursday between 0800 hours and 1700 hours. Friday & Saturdays will be operational from 0800am hours till 2000 hours. Between 2201 hours of each day and 0559 hours of the day following the Marina is policed by a private contracted security company. Additional security will be afforded via the local OPP office. Immediate concerns may be directed to the Kinsmen Recreation Complex at 519-322-2337.

The Owner, by the execution of this leasing Agreement and by the placing of his boat upon the Marina premises (whether in the water or out of the water), expressly acknowledges that the said boat and any and all chattel property of the Owner contained herein or appurtenant thereto shall be and remain at all times at the risk and expense of the Owner and the said Corporation, its servants, agents and workmen shall not be liable to the Owner for any loss or damage which he may sustain (either to the boat or to the chattel property aforesaid) as a bailer or otherwise.

13. The Owner agrees that, while the boat is on the Marina Premises (whether in the water or out of the water), the Corporation shall be entitled to identify any and all persons other than the Owner who come upon the Marina Premises for the stated purpose of the use of the Owner's boat or for the purpose of providing repairs and maintenance thereto. The Corporation reserves the right to demand identification of such persons and to exclude from the Marina Premises any person who fails to produce proper identification or who has not disclosed a legitimate purpose for entering the premises and gaining access to the Owner's boat.

14. The Owner further agrees that he shall, as a condition of the leasing Agreement, deposit with the Corporation a certificate of public liability and property damage insurance, signed by an authorized representative of his insurer which confirms that his boat is covered by public liability and property damage insurance with limits of not less than \$1,000,000.00 for personal injury and for property damage.
15. The Owner agrees that the terms of this Agreement shall remain in full force and effect as long as he remains a tenant of the said Marina, and shall apply to the herein described boat, or any additional or substitute boats. Rates and/or charges shall be subject to change 30 (thirty) days after notice of such changes have been given to the boat owner. No boat owner shall be allowed to remove his boat or its equipment until all accounts have been paid in full.
16. The Owner acknowledges receipt of the attached, "Leamington Marina – Rules and Regulations" (*blue copy*) and hereby agrees to abide by the said rules and regulations. This contract applicable for the 2012 boating season.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

WITNESS:

VESSEL OWNER
MANAGING OWNER
AGENT FOR OWNER
CHARTERER

ACCEPTED:

LEAMINGTON MARINA - RULES & REGULATIONS FOR 2012

Leamington Marina is pledged to the provisions of first-class facilities and services and to the active promotion of safe boating and sound seamanship. These rules and regulations are meant to support these goals and to contribute to your overall enjoyment of the Marina and may be amended from time to time. Copies of all amendments will be distributed to each owner.

All boaters using Leamington Marina facilities do so subject to the Rules and Regulations and all dockage rental Agreements will include and be subject to them.

1. The word "Operator" is used to identify those authorized to represent the Corporation. The word "Owner" is used to indicate the owner of a boat within the Marina or any person who is otherwise using the facility.
2. The season extends from May 1st until October 15th, daily.
3. For daily lessees the dockage day starts at 1200 hours: check-out time will be 1200 hours the following day and any boat occupying a berth after 1200 hours will be charged a dockage fee for that day. The Owner shall, when checking out, report to the Operator's office and settle all accounts before leaving.
4. When a boat enters the Marina, it immediately comes under the jurisdiction of the Operator and shall be manoeuvred, berthed or anchored as directed.
5. No advertising or soliciting will be permitted on any boat within the Marina.
6. All boats must be properly marked as required by law, before they will be permitted to dock.
7. Within the Marina established speed limits as posted must be observed.
8. No swimming, diving, water skiing or fishing will be permitted within the Marina limits as designated or outer break wall.
9. Owners shall not store supplies, materials, accessories, or articles upon Marina property and shall not construct thereon any lockers, chests, cabinets, or modify docks in any way.
10. No refuse shall be thrown overboard. Garbage shall be deposited in receptacles supplied for this purpose and other debris shall be placed where specified. Note: Engine oil and filters to be disposed of at the fuel dispensing station.
11. **NO** trailer storage is permitted on the parking lot or any other place at the Marina without the written approval of the Operator.
12. Vessels entering the Marina during an emergency shall report immediately to the Operator.
13. During the registered absence of the Owner's boat, the Operator has the right to rent his dock out on a daily basis. Operator must inform Owner of a 24hour plus absence from Marina.
14. All boats must be removed from the Marina on or before November 1st. The Operator has the right to remove any boat at the Owner's risk and expense after this date.

15. Owners are responsible for customs clearance.
16. Owners shall not attach any foreign objects or materials to dock structure whatsoever.
17. Fuelling of boats while moored in Marina is prohibited.
18. All sailboat halyards are to be tied down.
19. Owner is not to permit any unlawful or improper noise or offensive use of Marina and all piers and walkways are to remain free and clear of obstruction so as to allow easy passage by all boaters.
20. Owner shall immediately remove or replace any mooring lines considered by the Operator to be inadequate or unsafe.
21. Boats shall be secured to the assigned berths or moorings with fully adequate lines, springs or chains as appropriate. When required, the Operator may ask Owner to renew damaged lines.
22. Boats are required to enter and leave the jetty, service areas, berths; mooring under engine power or paddle. Arrival and departure under sail alone in the limits of the Marina as designated is prohibited.
23. Owners are strongly urged to make the wearing of life jackets or personal flotation devices mandatory for small children and non-swimmers in and around boats, berths and moorings.
24. Small children must be under the supervision of a responsible adult at all times.
25. Dogs are required to be leashed and under control at all times.
26. (a) Owners are not permitted to transfer mooring or berthing facilities or transfer a boat from one berthing or mooring facility to another without the approval in writing of the Operator having first been obtained.

(b) Owners are permitted to sub-lease dock space subject to the following terms:
 - (i) A person may only sub-lease his dock space to a person who purchased a boat at the Marina.
 - (ii) An administration charge of one hundred dollars (\$100.00) will be assessed to the new Owner to implement the transfer of berth.
 - (iii) The assigned berth space would revert back to the original lessee in the next year.
 - (iv) The sub-lessee is only valid for the balance of the boating season in which occurred.
 - (v) The sub-lessee's name will be allocated according to space availability.
27. The Operator is not responsible for any losses or damage to boats in the Marina.
28. The Operator will not be liable for injury, damage or loss to person or property arising in connection with the use of the Marina, equipment or other facilities; however caused, including, without restricting the generality of the foregoing, the improper placement or shifting of channel marker, buoys or other navigational aids in the Marina, including approach channels.

29. Dockage rental Agreements are for the provisions of a mooring or berthing facility only, and the Marina services, equipment and other facilities are to be used entirely at the risk of the Owner, his passengers, crew or guests. The Operator will not be liable for the care or protection of the boat and its contents, the passengers, crew or guests or for any other loss, damage or injury occasioned to the boat or its contents or to the Owner, passengers, crew or guests, however caused. Owners will indemnify and save harmless the Operator from any liability, damages or expenses for which the Operator may be held liable in any action arising out of the use of the Marina or of any Marina services, equipment or other facilities by the Owner, his passengers, crew or guests.
30. Any violation of these Rules and Regulations or any disorder or indecorous conduct by the Owner, his passengers, crew or guests, that might, in the opinion of the Operator, injure any person, cause damage to property or harm the reputation of the Marina shall be cause for immediate termination of the dockage rental by the Marina and eviction of the Owner, his boat, his passengers, crew or guests from the Marina.
31. All Owners must maintain an uninterrupted insurance coverage from May 1st to October 15th and a copy of the current insurance policy submitted to the Corporation prior to May 1st.
32. **The Owner shall have the right to cancel his berth prior to May 1st with full refund less a nominal cancellation charge of 10% or \$25.00. For any cancellation after May 1st, no refund will be offered.**
33. The Owner shall be responsible for adhering to the rules and regulations of the Ontario Liquor Licence Act.
34. Barbeques or any type of cooking unit will not be permitted on the designated marina dock assigned to the Lessee.
35. On site repairs shall be conducted only after notifying the Marina Manager and obtaining a prior consent, which consent may be withheld at the discretion of the Leamington Municipal Marina or its manager for the proper conduct of such maintenance or repair work including the proper location at which such work may be carried out.
36. In the event that the boat sinks at the docks or elsewhere in the Leamington Municipal Marina area, then the Owner agrees to remove such boat within 72 (seventy-two) hours. If the Owner fails to so, then the Leamington Municipal Marina may remove the boat at the Owner's or Agent's expense and risk and the cost thereof shall be a debt due from the Owner to the Leamington Municipal Marina under this agreement.

I _____, **acknowledge receipt of the said rules and regulations, of the Leamington Municipal Marina and hereby agree to abide by the said rules and regulations.**

Signed: _____

Dated: _____