



Municipal Marina Contract Terms & Conditions - 2023

(Enclose your current watercraft liability insurance with this document)

Owners, please provide copy of your updated boat insurance. Read and sign on Page 7 and return.



Insurance Company: _____

Insurance Policy #: _____

Expiry Date: _____

Definitions

“Boat” shall mean the Boat as identified within this Marina Lease Agreement.

“Fees By-law” shall mean the by-law setting fees for the use of municipal property and services as passed by Council for the Corporation from time to time.

“Guest” shall mean the Owner’s passengers, crew, guests or invitees.

“Marina” shall mean the Marina property owned by the Corporation and municipally known as 90 Robson Rd, Leamington, Ontario.

“Owner” shall mean the Owner of the Boat, as per the boat ownership documentation.

“Slip” shall mean the boat well number as identified within this Marina Lease Agreement.

Term

1. The term of this Agreement is from the first (1st) day of May to the fifteenth (15th) day of October of the year noted above unless terminated in accordance with the provisions as set out herein or as a result of the destruction of the mooring facilities by fire, storm or other calamity.
2. The Owner shall remove the boat from the Marina on or before the fifteenth (15th) day of October of the year noted above, failing which, the Corporation may, in its sole discretion, remove the Boat at the Owner’s expense.

Fee and Payment

3. Fees are based on the insured overall boat length; (**includes bow pulpit and swim platform**) or the Slip, whichever is greater, and as set out in the Fees By-law. Boat sizes are rounded up and the Owner shall submit a copy of their insurance showing the overall length of the boat and payment of the fee in advance of occupancy of the Slip.

4. Fees for the keeping of jet-skis beside the boat either for the entire term of this Agreement or, alternatively, for a night or a weekend are as set out in the Fees By-law. Fees for the launching of jet-skis or dinghies are also as set out in the Fees By-law.
5. Fees for the launching of a secondary watercraft that is not subject to a Marina Lease Agreement shall be as set out in the Fees By-law.
6. If the Owner terminates this Agreement prior to the first day of June of the year noted above, the Owner may request a refund of the fee paid subject to an administration fee of one hundred dollars (\$100.00). No fee, or portion thereof, will be refunded after the first day of June for any reason.

Slip Assignment

7. In the event that the Owner wishes to be assigned the same slip as the slip assigned in the previous year, the Owner shall, by the **first (1st) day of December**:
 - a) **Sign and deliver this Agreement to the Corporation;**
 - b) **Provide an updated copy of your insurance to cover the time frame of the rental;**
 - c) **Provide a copy of Transport Canada or US equivalent boat Ownership;**
 - d) **Submit payment of the fee in full or in the form of one post-dated cheque dated February 1 of the year noted above.**

Slip Re-Assignment

8. All requests for Slip re-assignment by the Owner shall be submitted to the Corporation by completing a Slip Change Request Form. Slip re-assignment shall be at the discretion of the Corporation.
9. Notwithstanding section 8, the Corporation may, in its sole discretion, re-assign the Slip based upon availability and navigational concerns.

Replaced Boat

10. In the event that the Owner replaces the Boat with a new boat, the following shall apply:
 - a) If the new boat is larger than the Boat, the Owner shall be subject to the increased fee; or
 - b) If the new boat is smaller than the Boat, the Owner shall receive a credit, which credit shall be applied to the fee for the use of a boat slip that will become payable by the Owner in the following year.

The Owner may only use the Slip for the Boat. In the event that the Owner has more than one (1) boat, the Owner must purchase another slip and enter into another Agreement for the use of additional slips.

No Sublease/Sale of Boat

11. The transfer or sale of the Boat does not transfer the Slip to a new owner. Subject to section 12, the Owner shall not sublet or sublease the Slip, nor re-assign this Agreement. For greater clarity, advertising of the Slip, which is Municipal property, is not permitted (i.e. the Boat cannot be sold together with the right to use the Slip).

Use of Slip by Others

12. The Corporation may assign the Slip to a transient boater upon receipt of the consent of the Owner in writing. If the Slip is so assigned, the Corporation shall provide the Owner with a reduction to the fee for the use of a boat slip that will become payable by the Owner in the following year. Such reduction shall be of an amount equal to fifty percent (50%) of the transient nightly rate. For greater clarity, the Corporation shall not provide the equivalent value to the Owner in cash.
13. If a slip remains vacant for a consecutive period exceeding twenty-four (24) hours, the Corporation may permit the use of the slip for a transient boater.

Other Services

14. Wi-Fi service is complimentary and is provided on an as is, as available, basis without warranty of fitness for use or service of any kind.
15. Sanitary pump-outs are complimentary:
 - a) From Sunday to Thursday; and
 - b) On Friday and Saturday with a purchase of fuel.
16. Cash is no longer an accepted form of payment for any services.
17. The gin pole is for use on a first come, first served basis and may not be reserved by the Owner for use at a specific time or times.
18. Parking within the Marina is open and available to all users of the Marina facilities; therefore, parking spots are not reserved specifically for the use by the Owner.

Sunken Boat

19. If the Boat sinks in the Marina, the Owner shall, within forty-eight (48) hours of receipt of notice, remove the Boat, failing which, the Corporation may remove the Boat at the Owner's expense.
20. Notwithstanding section 19, if, in the opinion of the Corporation, the sunken Boat is a risk to the safety of any person or property, the Corporation, without notice, may take whatever action the Corporation deems necessary to eliminate such risk, and all costs incurred by the Corporation to do so shall be borne by the Owner.

Release, Indemnity and Insurance

21. The Owner, his or her heirs, executors, administrators, successors and assigns, hereby releases, waives and forever discharges the Corporation its directors, officers, employees, agents and elected or appointed officials from all claims, demands, costs, expenses, in respect of death, injury, loss or damage to the Owner, howsoever caused arising out of the use of the Slip and/or the Marina.
22. The Owner his or her heirs, executors, administrators, successors and assigns shall at all times indemnify and save harmless the Corporation, its directors, officers, employees, agents and elected or appointed officials from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Corporation, its directors, officers, employees, agents and elected or appointed officials in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or

sustained as a result of the use of the Slip and/or the Marina and/or any of the other services as identified within this Agreement.

23. The Owner represents and warrants that there is an insurance policy or policies currently in force which shall continue in force throughout the term of this Agreement in connection with the ownership and operation of the Boat, including Watercraft Liability Insurance having limits of not less than \$1,000,000 per occurrence including but not limited to bodily, property damage, contractual liability, sudden and accidental pollution, wreckage removal and contain a cross liability severability of insured clause. The Owner shall provide a certificate of insurance, evidencing the above noted insurance policy or policies, prior to any occupancy of the Slip by the Owner and as otherwise may be required by the Corporation from time to time.

Rules

24. The following rules of the Corporation and any other rules as may be posted at the Marina from time to time in the Corporation's sole discretion, shall be binding upon the Owner or the Guest, as the case may be, and shall be observed and followed at all times.
- a) Noisy, unlawful, disorderly, offensive, indecent or improper conduct by the Owner or Guests that may, in the opinion of the Corporation, injure any person; cause damage to property; harm the reputation of the Corporation; or be a violation of the Corporation's Workplace Violence and Harassment Policy is prohibited.
 - b) When the boat is within the Marina, the boat shall be manoeuvred, berthed, moved or anchored as directed by the Corporation. Boaters are required to have lines attached to their vessel when using the fuel dock or needing assistance to dock. Marina staff may assist the boat to dock only by catching those lines to secure the boat to the dock and such staff are not responsible to push, pull or climb aboard, or stop onto a boat. Notwithstanding the foregoing, Marina staff shall not be in a position to assist in the event of severe weather that may put the safety of such staff at risk.
 - c) Generators, engines, radios, etc. shall be operated to not cause a nuisance to others. Between the hours of 11:00 p.m. and 7:00 a.m. excessive noise is prohibited.
 - d) Smoking is prohibited within 20m of the property in areas indicated by signage.
 - e) Speed limits within the Marina shall be observed and boat speed shall not exceed 7km (4miles) per hour in the harbour areas or cause wake.
 - f) Inflatables shall not infringe on any slip, waterway, dock or pedestrian passage or walkway. Blocking or impeding main walkways is strictly forbidden.
 - g) Except for commercial fishing charters, advertising or soliciting is prohibited on any boat. Owners shall not post for sale signs or any other advertising device.
 - h) Prior to receiving fuel services, the Owner shall remove the boat's fuel cap and indicate the type of fuel to be used on the form provided by Marina staff. The Owner shall ensure that guests are not within or upon the boat while the boat is receiving fuel and that guests adhere to all posted rules regarding fuelling.
 - i) Arrival and departure under sail within the Marina is prohibited. Halyards must be secured.
 - j) The boat shall be secured to your Slip only with appropriate sized lines. Mooring lines cannot block the entrance to another slip.
 - k) Only marine approved power cords are permitted when plugging into pedestals. Cords cannot run across the main walkways, which would pose a tripping hazard. Owner is prohibited from using any other pedestal other than the pedestal designated to your slip. Owner is prohibited from locking out marine pedestals for any reason.
 - l) The Owner shall renew damaged lines upon the request of the Corporation.

- m) No articles, including, but not limited to trailers, shall be stored within the Marina. No lockers, chests or cabinets shall be constructed or attached to the Marina docks in any way nor shall the Marina docks be modified without the consent of the Corporation, which consent may be withheld.
- n) No dock box may be attached to the Marina docks without consent of the Corporation. A dock box installed with the consent of the Corporation shall be constructed and installed to the standard as set by the Corporation. Dock boxes must be removed from the Marina docks at the end of the term of this Marina Lease Agreement.
- o) The Corporation may deny access to the Marina to any person who is unable to supply adequate identification, documentation or disclose a legitimate purpose for such attendance and access to the boat.
- p) Owners and guests are responsible for all customs and immigration laws.
- q) Barbeques or open air cooking is prohibited on all Marina docks but permitted on boats if adequate safe facilities exist.
- r) Owners shall encourage guests, especially children and non-swimmers, to wear personal lifesaving appliance as per Transport Canada safe boating guidelines.
- s) Fuelling of the boat while moored to a dock is prohibited.
- t) Swimming, diving, water skiing, wind surfing or fishing is prohibited in the Marina.
- u) Littering, including littering into the water, is prohibited.
- v) Disposal of all lubricants, such as engine oil and filters, is prohibited.
- w) Alcohol consumption in the Marina is prohibited except in areas permitted by law.
- x) Dogs are required to be leashed at all times on the property, e.g. docks, lawn areas and inside buildings; and are not be left unattended.
- y) Small children must be supervised at all times.
- z) Dock carts are for the transporting of supplies to the boat only and must be returned after use to the designated location. Refrain from transporting pets or children in the dock carts. Carts are to be returned after use as a courtesy to your fellow boaters and not left on the docks especially if departing or supplies have been offloaded.

Clean Marine Facility

25. The Marina has been designated as a Clean Marine Facility. Without limiting the generality of the rules which are binding upon the Owner and Guests, the Corporations encourages the Owner and Guests to implement the following Clean Marine Policies:
- a) To keep all garbage of any kind on board the boat until it may be placed in waste containers.
 - b) To separate all recyclables and place them in the appropriate containers.
 - c) To separate hazardous wastes, including used oils and antifreeze, unwanted paints, solvents and cleaners, batteries, old unusable fuel, and used oil filters and take all such wastes to the municipal household hazardous waste collection site.
 - d) To take all necessary steps to avoid spilling fuel, oil, or any chemicals or cleaners whatsoever into the water, to refrain from pumping oil-contaminated bilge water overboard and to be guided by instructions from Marina staff when at the gas dock and/or pump-out dock.
 - e) To carry out any repair work on the boat in designated areas only, taking all precautions required by the Marina to avoid leaving any debris, or liquid contaminants behind.

- f) To avoid pumping grey water overboard when in Marina.
- g) To never discharge raw sewage from the black-water holding tanks to anywhere other than a pump-out.
- h) To use environmentally-responsible products whenever and wherever possible.
- i) To operate the Boat in a safe and considerate manner at all times, to operate the engines only when necessary, to avoid creating a wake when entering and leaving the dock, and to avoid causing a nuisance to all others using the marina.
- j) To always, show respect for the environment and local wildlife.
- k) To promote Clean Marine practices at all times.
- l) The cleaning of fish shall be undertaken only in areas designated by the Corporation. Remains of fish must be removed from the Marina and not emptied into the refuge containers. Fish are not to be displayed on walkways or lawns in the Marina for any reason. Fueling any recreational vessel while moored in the harbour with Jerry cans is strictly forbidden and may result in termination of lease.

Notice

- 26. Any notice required by this Agreement may be served personally or by registered mail.
- 27. If a notice is served by registered mail, the service shall be deemed to have been made on the fifth (5th) day after the day of mailing.

Termination

- 28. A breach of any provision of this Agreement by the Owner or Guest, including, but not limited to the rules as set out in section 24 shall be cause for immediate termination of this Agreement by the Corporation and/or may result in the immediate eviction of the Owner and/or any Guest.
- 29. The Owner may terminate this Agreement by providing written notice to the Corporation.

Generally

- 30. A waiver of any one or more of the terms and conditions herein contained shall not be deemed to be waiver of any of the other terms and conditions of this Agreement other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.
- 31. The rights and obligations under this Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario.

Date:

The Corporation of the Municipality of Leamington

Date:

Printed Name of Boat Owner

Boat Owners Signature