

**CORPORATION OF THE CITY OF TEMISKAMING SHORES
MOORING/LICENCE AGREEMENT – 2020 SEASONAL**

Covering all operations and including, dockage, hauling, launching, storage and car and trailer parking.

Name:

Physical Address:

Phone #:

Email Address:

MESSAGE TO BOAT OWNERS

**YOU SHOULD NOTIFY YOUR YACHT INSURER YOU HAVE SIGNED THIS AGREEMENT AS IT MAY
INVALIDATE YOUR INSURANCE UNLESS YOU HAVE THE CONSENT OF THE INSURER IN WRITING.**

The parties hereto agree and acknowledge as follows:

The owner warrants that he/she is the owner, or the agent with authority of the owner of the following boat ("the boat"):

Boat Name:

Registration/License #:

Length:

Insurance Company:

Policy #:

The Marina agrees to supply and the Owner agrees to pay for the following services (the "Services"):

Dock #:

Key #'s:

Season: \$

Non-Resident Fee: \$

Hydro: \$

Hydro/Air: \$

Taxes (13%): \$

Total Owing: \$

Winter Storage:

Taxes:\$

Total Owing:

ALL FEES AND CHARGES ARE PAYABLE IN ADVANCE OF OCCUPANCY OR SERVICE

2020 – Fee Schedule	
Seasonal per Foot	\$33.00
More than 1 slip/boat using two slips (per foot)	\$36.00
Monthly per foot (Includes 15% Admin Fee)	\$42.00
Monthly more than 1 slip/boat (per foot)-includes 15% Admin Fee	\$42.00
Seasonal Rate for Personal Water Craft (i.e. sea doo)	\$170.00
Hydro (Seasonal)	\$165.00
Hydro and Air Conditioner (Seasonal)	\$328.00
Key	n/a
Winter Boat Storage on Municipal Property	\$255.00
Transient	\$28.00
Non-Resident Fee (Price per Vessel)	\$200.00

The owner agrees to pay for all services in accordance with the rates as herein set forth. All fees and charges shall be payable in advance (of occupancy or service) unless otherwise agreed. An administrative fee of 15% will be charged to any account that is in arrears along with applicable penalties. The Marina reserves the right to vary the rates, terms and conditions as set forth herein, at its sole discretion, provided that a variation in rates, terms and conditions as herein set forth shall not be binding until the Marina has given notice of such variation to the Owner in writing (the "Notice"). The Notice may be delivered personally to the Owner whereupon the Owner shall have two (2) days from the date the Notice is delivered to repudiate this Agreement. The Notice may also be mailed to the Owner by ordinary mail at the address provided herein. The Owner shall be deemed to have

received Notice eight (8) days from date of mailing and the Owner shall have a further two (2) days to repudiate this Agreement. Upon repudiation of this Agreement, the Owner shall be entitled to obtain a pro rata refund for all services paid but not utilized. Unless the Owner advises the Marina, in writing, within two (2) days following receipt of the Notice of his intention to terminate the Agreement, as varied, the Owner shall be deemed to have irrevocably accepted the variations of the rates, terms and conditions for which he received Notice.

The Owner represents and warrants that there are 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 having limits of not less than \$1,000,000 for the third party liability including bodily injury or death to any number of persons in any one accident and property damage.

This Agreement made the _____ day of _____ between City of Temiskaming Shores hereinafter called "the Marina" of the first part and _____ hereinafter called "the Owner" of the second part.

Signature: _____

Accepted: _____

MOORING / LICENCE AGREEMENT

Licence Only: In respect of the services provided for in this licence, the Owner acknowledges that they are a licensee in respect of the dockage spaces and/or the car/trailer parking spaces which may be assigned to them by the marina from time to time with a right to use those facilities, at their own risk, together with all rights to access those facilities and the boat and/or car or trailer for which they are licensed to use those facilities. This licence's conditions and rules will be extended by the marina Owner at their discretion with revised conditions if applicable.

Use of Specific Space: This Licence does not grant or extend rights to the Owner with respect to any specific dockage space and/or car/trailer parking space throughout the term of this Licence. The marina may require the Owner to move the boat, car or trailer and/or equipment, or any of them, to another dockage space or parking space as the marina considers appropriate. The Owner agrees to move the boat in accordance with the marina's instructions and authorizes the marina to move the boat at the Owner's risk when unattended.

Waiver and Indemnity: The Owner agrees to pay the costs of all damage to the marina's property and to the property of other occupants of the marina resulting directly or indirectly from the Owner's negligence or the negligence of their agents, invitees, crew, family members or guests. Without limiting the foregoing, the Owner covenants to indemnify and save harmless the marina against any loss, cost, suits, claims (including penalties and fines) arising out of or in connection with the discharge or release of any fuel, chemicals, waste or other pollutants, or violation of any statute or regulation relating to the use, operation or ownership of the boat by the Owner, their agents, invitees, crew, family members or guests. The Owner represents and warrants that their boat is a pleasure craft registered, identified and equipped in accordance with the Canadian Shipping Laws and that it will be operated under its own power in accordance with the Safe Boating Principles in the marina area.

No Duty to Inspect or Maintain: The Owner acknowledges that the marina does not assume any duty to care for the boat, car, trailer or equipment or to prevent loss or damage thereto while the boat, car, trailer or equipment is on marina premises, except as specifically authorized in writing by the Owner. The Owner hereby releases and discharges the marina, its employees, agent and representatives from all actions, causes of action, claims and demands in relation to damage to the boat, car, trailer and any equipment brought onto the marina's premises under the Licence, as well as for personal injury sustained by the Owner, their invitees, crew, family and guests or any third party while on the marina premises pursuant to this Licence, unless such damage or injury is caused by the gross negligence of the marina.

No Assignment or Sublet: The Owner agrees that he will not assign this Licence or sublet the space rented herein without the written consent of the marina.

Insurance: The Owner agrees to provide the City of Temiskaming Shores with a copy of their Liability Insurance at the time of payment for the mooring slip. Keys will not be activated until said copy of Liability Insurance is provided. The Owner agrees that they will not do or permit to be done any act or thing which may make void or voidable any insurance upon the boat 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. The Owner shall indemnify the marina for the costs of any increased insurance premium required to be paid by the insurer.

Rules and Regulations: The Owner agrees to conduct themselves in compliance with all rules and regulations of the marina. The Owner shall ensure that their invitees, crew, family members and guests conduct themselves in accordance with the rules and regulations of the marina. The marina shall have the right to amend the rules and regulations as it deems appropriate and such amendments shall be effective upon being posted at the marina premises. The marina shall have the right to immediately terminate this Licence if the Owner or their invitees, crew, family members or guests fail to comply with the rules and regulations. The Owner hereby acknowledges having read and understood the rules and regulations of the marina.

Repair and Storage Liens: The marina shall have a lien against the boat, its contents, trailer and equipment pursuant to the Repair and Storage Liens Act. R.S.O. 1990 c.R.25 for all unpaid sums due under this Licence. The marina shall be entitled to retain possession of the boat, its contents, trailer and equipment, or any of them, until the Owner's account has been paid in full. The marina shall be entitled to sell or otherwise dispose of the boat, its contents, trailer and equipment in accordance with the Repair and Storage Liens Act for all amounts owing by the Owner to the Marina.

Termination: this Licence shall remain in full force and effect for the terms set out herein, unless terminated as a result of the following conditions:

- a) The destruction of the mooring facilities by fires, storm or other calamity.
- b) Any breach of this Licence, including the rules and regulations, by the Owner.

The marina shall be entitled to terminate this Licence immediately upon the occurrence of the above events. The marina shall provide the Owner with notice of such termination in writing by delivery in person or by regular mail to the address provided in this Licence. Notice by regular mail shall be effective eight (8) days after it is mailed. Upon termination, any amounts paid to the marina under this Licence shall be applied to any sums owing to the marina for service, repair, storage, dockage and haulage fees and any further amounts owing under this Licence. The balance of funds, if any, shall be returned to the owner.

No Waiver: A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions of this Licence other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.

Third Party Service: The Owner further agrees that while their boat is on the marina's premises, they shall not hire or permit any person or any company, other than the marina, to perform any labour thereon or to make installation of equipment thereof, it being understood that the marina does not permit third parties to complete or conduct labour or services on its premises without its express written authorization due to insurance and occupiers' liability concerns. When the marina does not directly offer these services, permission from the marina administration must be obtained for an offsite company to work on the marina premises. The foregoing limitation is not intended to prevent the Owner or their regular crew from doing such work on their boat, provided such work is approved in writing by the marina.

Notice of Replacement Boat: The Owner agrees that the terms of this Licence shall apply to the boat or any additional or substitute boats brought unto the marina premises by the Owner. The Owner hereby agrees to provide the marina with notification of any such additional or substitute boat.

Corporate Authority: If the Owner is a corporation, the person signing this Licence hereby acknowledges as follows:

- I. That they have the authority to bind the corporation; and
- II. That the Owner has all the necessary corporate power, authority and capacity to enter into this Licence and to perform its obligations under this Licence; and,
- III. That the execution and delivery of this Licence and the consummation of the transaction contemplated under it have been duly authorized by all necessary corporate actions on the part of the buyer.

Rules and Regulations in the Marina:

1. Periodic safety inspections may be required by the employees of the marina and a boat may be boarded by marina employees in the event of an emergency which may, in the opinion of the marina, exist.
2. It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the marina and, if not acceptable, marina staff will adequately secure the boats and assess appropriate service fees.
3. No refuse of any kind will be thrown overboard and that garbage and recyclable material must be deposited in the appropriate bins supplied for that purpose and failure to do so will lead to a request that the Owners remove the refuse from the complex to an alternate recycle program.
4. No bilge pumps to be turned on in the harbour and Part III of the Oil Pollution and Regulations Act shall be adhered to.
5. Vessels can only be filled at the designated fuel dock and under the auspices of the Fuel Handling Act. Under no condition is gasoline or diesel to be transported in portable containers to a craft's fuel tank in the marina.
6. Painting, scraping or repairing of gear will not be permitted in the marina with the extent of repairs and/or maintenance to be made in any case at the discretion of the marina. Charcoal fires or gas barbeques will not be permitted within the confines of the marina area except in areas designated for such use.
7. Noise levels must be kept to a minimum at all times and reasonable care must be exercised during the operation of generators, engines, radios, etc., so as not to cause a nuisance to others.
8. Swimming is not permitted in the marina.
9. Young children must be accompanied by adults at all times and they must wear life jackets when in small boats or near the water. Closed shoes and approved personal flotation devices must be worn by all clientele and guests while on the docks and waterfront property.
10. Pets shall be leashed within the confines of the marina in accordance with the City of Temiskaming Shores **By-Law #2013-051**.
11. The Owner agrees that he will not store supplies, accessories, debris or other materials on the docks and that he will not construct thereon any locker, chests or other structures without written permission of the marina.
12. In the event that a boat sinks at the dock or elsewhere in the marina area, the Owner agrees to remove such wreck immediately. If the Owner fails to do so, the marina will remove the wreck at the Owner's risk and expense.
13. The marina reserves the right to rent the mooring facility provided under this Licence when vacant for a period of time in excess of twenty-four (24) hours.
14. All personal property must be removed from the marina areas upon termination of the Licence.
15. All power and auxiliary power vessels will be under said power when entering or leaving the harbour.

Closing Date: The Owner agrees to remove the boat by the date provided by the City of Temiskaming Shores. The closing date will be posted at the Marina and emailed to all Owners with a minimum of 30 days notice.

Executors, Heirs, Administrators: This Licence shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns and all references to the Owner shall bind the actual Owner or Owners of the boat and their respective heirs, executors, personal representatives, successors and assigns.

Entire Licence: This Licence shall constitute the entire Licence between the parties. There is no representation, warranty, condition or collateral agreement affecting this Licence other than as expressed herein in writing and any amendments hereto must be made in writing and signed by the Owner and marina. The Licence shall be read with all changes of gender and number required by the context.

Jurisdiction: The rights and obligations under this Licence shall be interpreted and construed in accordance with the laws of the Province of Ontario.

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS RELATED ABOVE:

Owner: _____

Date: _____

Signature: _____

P.O. Box 2050
Haileybury, Ontario P0J 1K0
www.temiskamingshores.ca



325 Farr Drive
Tel. (705) 672-3363
Fax (705) 672-2911

Credit Card Authorization Form

**Please print out and complete this authorization and return to us.
All information will remain confidential.**

Cardholder Name: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ Mastercard _____ Am. Ex.

Credit Card Number: _____

Expiration Date: _____

Amount: _____

I authorize the City of Temiskaming Shores to charge the agreed amount listed above to the credit card provided herein to pay for _____.

Cardholder – Print Name, Sign and Date Below:

Signed: _____

Dated: _____

Name: _____

Please return the authorization form:

By mail: City of Temiskaming Shores
PO Box 2050
Haileybury, ON
P0J 1K0

By fax: (705) 672-2911

By e-mail: finance@temiskamingshores.ca