CITY OF MISSISSAUGA

CONDITIONS FOR THE ACCEPTANCE OF

SEASONAL APPLICATIONS FOR SLIP RENTAL IN

CREDIT VILLAGE MARINA

All of the following conditions must be met by an applicant wishing to rent a boat slip at the Credit Village Marina.

1. Must read and agree to all *Rules and Regulations*.

2. Must fill out *Application for Summer Slip Rental* form.

3. Must make $500.00 deposit to secure a slip by January 15. Remaining balance to be paid on or before March 15th.

4. Owner must provide a copy of their boat registration.

5. Must provide A City of Mississauga Certificate of Insurance Form completed by an authorized insurance representative evidencing General Liability insurance in the amount of at least $2,000,000.00 per occurrence and must include the City of Mississauga as additional insured. A 15 days prior written notice of cancellation **Please provide these insurance requirements to your Insurance Representative who will prepare the Certificate of Insurance.* A PDF fillable City of Mississauga Certificate of Insurance form can be found at www.mississauga.ca/certificateofinsurance.

6. Must Purchase parking space from Port Credit Harbour Marina. A Minimum Two parking slips to be purchased per registered Owner.

7. All boat owners agree to have their boats removed by the October 31, 2016 or specified date by marina management. The Marina reserves the right to remove the boat after this date at the owner's expense.

8. All late payments will result in a 10% additional charge on the total amount of the owing fee and incur an additional 5% on the total owing after every 30 days.

9. **Refund Policy**: Requests must be made in writing and will be granted prior to May 1st, less an administration fee. Refund requests after **May 1st** will be granted providing the slip can be rented and calculated from the last day of the month. Refunds are not available after **August 1st** of the registered boating season. If the vessel is sold prior to August 1st, request for refund must be submitted in writing by boat owner/ seller. Refund will be prorated to the end of month of request. If purchaser (new boat owner) requests to stay in the slip, prior to August 1st, new owner must pay for current month at the time of request and fill out an application in full, providing required documentation. If the vessel is sold after August 1st, no refund will be granted, the slip will be used at the discretion of the marina and may be transferred to new owner providing request made in writing by both parties prior to sale.

10. All Marina/Harbour fees, rules and regulations are approved by the City of Mississauga Fee's and Marina By Law's. Failure to abide by Marina rules and regulations may result in possible cancellation of slip privileges and or applicable Marina charges.

CREDIT VILLAGE MARINA

RULES AND REGULATIONS

All boaters must abide by all of the following rules and regulations or risk having docking their docking privileges terminated. The boat owner and guest acknowledge and agree to hold harmless and indemnify the City of Mississauga and its councilor's, officers, employees, agents and contractors, from and against, any loss of, or damage to, property, personal injury or death, or any other losses, actions, claims, causes of action, damages, both direct or indirect, and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Register Owner, its employees, servants, agents, or any of the Registered Owner's permitted invitees, guests or participants, during or otherwise in relation to or in connection with the Registered Owner's use of the Marina and all activities relating to such use, including that which has been caused or contributed to by any negligence or breach of the *Occupiers Liability Act*, the condition or state of repair of the Marina and the breach of any of the Conditions and Rules and Regulations of the Marina by the Registered Owner and including, without limiting the foregoing, any negligent act or omission of the Register Owner, its or their employees, volunteers, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

1. Seasonal summer docking will be available from May 1st until October 31st or a specified date by marina management. Fees will apply for early arrival or late departure as per marina fee schedule. Slip assignments will be at the discretion of marina staff.

2. ENVIROMENTAL: The marina is audited for environmental practices through a ***Clean Marine Program***, Boating Ontario Association and Ontario Marine Operators Association. It is imperative all boaters respect utility use, re cycle and dispose of solvents in a proper manner. Boater's and contractors are responsible for transferring oils, anti-freeze, paints and all toxic products to a recycling transfer centre. The marina is not responsible. No vessel shall refuel at any slip. Fuelling must be done at the fuel dock and only while a fuel attendant is on duty.

3. Electrical Service: 15 – 30 amp hydro service will be issued to each boater. Adaptors, and electrical cords must be CSA approved, rated for water, and meet marina standards. Pedestals and electrical breakers cannot exceed electrical cord rating. Adaptors reducing 30 amp electrical services to 15 amp service will not be permitted. 15 amp output requires a 15 amp breaker in the pedestal. Illegal cord applications will be removed immediately (ESA Compliance) by marina staff and the boater will be notified.

4. Minimum docking charges are as follows with Length Overall (LOA) payment after dock minimum:

Minimum Footage	**Dock**	**Power Hook-up**
25 feet	17-20; 27-28	15/30 amp service
30 feet	13-16; 21-26; 50; 52; 54	15/30 amp service
35 feet	1-10	30 amp service
45 feet	46; 48	30 amp service
50 feet	11-12	50 amp service
Transient Use	29-45; 47; 49-56	30 amp service

5. The owner acknowledges that the filling of a slip will be selected in relation to the maximum size of boat the slip will accommodate.

Accommodation	**Dock**
Boats 20'-29'	17-20; 27-28
Boats 30'-35'	1-10; 13-16; 21-26; 50; 52; 54

Boats 35'-39'	1-10
Boats 40'-41'	1-10; 11-12; 46; 48
Boats 42'+	11-12; 46; 48
Transient	29-45; 47; 49-56

Marina management will request boaters to move to a proper size slip when one becomes available. The marina has final say on all slip allocation and may utilize slips at its discretion.

6. The lease for a slip is an agreement between the Registered Owner and the Marina and cannot be sub leased. The leasing request will be kept on a list by the size the boat and the date in which the request was received.

7. Only the assigned slip may be used by the registered owner. Any requests for transfer must be forwarded to Marina management in writing and will be accommodated if the slip becomes available.

8. By making an application for a slip, the boat owner acknowledges that they are satisfied with facilities, services, docking, parking, and will provide any necessary protection for their boat, recognizing that the water level and surge in Lake Ontario varies from time to time.

9. The Marina staff will not allow anything but professional conduct from any of the owners, operators, and guests. Any abuse to other individuals, threats, fights, illegal drug use, and destruction of property or misuse of one's privileges will result in automatic cancellation of the Registered Owner's docking slip lease agreement

10. Misconduct or damages caused by neglect of the Registered Owner may result in the cancellation of their docking privileges. The Marina staff must be made aware of any damage to the docks or any other concerns about the condition of the facility. The Registered Owner is responsible for all damage to the docking system caused by neglect or damage caused by the vessel.

11. The owner and their guests agree not to abuse any of the marina services available (e.g. water, hydro, laundry room and washrooms). Air conditioners are to remain off when not on board.

12. The owner and guests agree to obey all signs at the Marina; all boats must enter and depart the dock under engine power. The speed limit in the harbour is 10 km

13. The boat owner and guests agree to adhere to quiet hours of 11:00 p.m. to 6:00 a.m. so as not to disturb fellow boaters. No outside speakers after 11:00 p.m.

14. Boats and contents are docked at the Registered Owner's risk. The Marina will not be responsible for any damage or losses.

15. Boat owners must not make any alterations to the dock or quay. All personal property of the boater's is to be left on boat and not on the docks or Marina grounds.

16. The Registered Owner agrees not to have any part of the bow or stern overhanging the dock. There must be a clear unobstructed dock system which provides a safe environment for its users. Dock chairs and tables will be permitted on the main dock however will only be allowed providing safe passage to fellow boaters/guests can be made. Failure to abide by marina request may result in cancellation of docking privileges with no refund. The power pedestal must remain clear of all hose's and cords.

17. Barbeques are not permitted on the dock system.

18. In the event a boat sinks at the Marina, the Registered Owner must remove the boat forthwith. If the Registered Owner fails to do so, the marina will remove the boat at the owner's expense.

19. It is the Registered Owner's responsibility to notify the Marina staff of any changes to their address, telephone number or boat ownership.

20. Vessels leaving for longer than 24 hours will notify the Marina staff. The Marina reserves the right to rent all docking spaces when vacant. The Registered Owner must notify the Marina staff 24 hours prior to returning to the marina to ensure slip vacancy.

21. Owners whose vessel requires repairs must

inform the Marina staff if their repairs are to be carried out at the Marina. Major boat repairs will not be permitted at the Marina. Subject to Marina management discretion The Owner or contractor effecting said repairs must exhibit proof of insurance coverage to the Marina management. Contractors are the responsibility of the boat owner. Contractors must provide proof of $2,000,000.00 liability and add the City of Mississauga as additionally insured. Contractors are responsible for the removal of all materials and must abide by Clean Marine guidelines.

22. The marina recommends bow in berthing.

23. Sailboat owners and skippers may be requested to tie off halyards and lines.

24. Swimming is prohibited in the confines of the Marina.

25. Fishing is prohibited in the confines of the Marina.

26. Pets must be kept on a leash in the Marina and surrounding parkland. Pets are not allowed in the washroom area and the owner is responsible for the collection of their droppings.

27. Tarpaulins or other covers are the responsibility of the Registered Owner including any damages or losses.

28. The use of wind surfers in the Marina is prohibited.

29. Drinking is not permitted on the docks or marina property, as well as drinking under age.

30. Laundry shall not be hung out on vessels, dock or piers at the Marina.

31. The marina recommends a Personal Flotation Device (PFD), and shoes, be worn at all times when on the docks and boat. A PFD is mandatory for children under 12 as well as non-swimmers.

32. No advertising or soliciting will be permitted in the Marina unless authorized by Marina Management.

33. Commercial operations, charter service, will not be permitted from the marina regardless of pick up and drop off location; unless specified by marina management. Commercial film/photo shoots must be approved by the City of Mississauga. Permits and applications must be submitted along with payment to the City of Mississauga providing request is granted.

34. The Marina reserves the right to cancel docking privileges at any time. Failure to remove the boat within three days of notification will render the owner liable for all removal and storage charges. Notice shall be served by registered mail to the last known address of the Registered Owner. Where boats are not registered with the Marina, notice shall be securely posted on their boat at least twenty four hours prior to removal. Peel police will enforce these regulations. The Marina also reserves the right to request a slip to become vacant for any reason it may see fit.

35. Tenders, Personal Watercraft will be permitted providing no interference with fellow boaters and marina patrons.

36. The City of Mississauga is not responsible for parking permits and parking availability from Port Credit Harbour Marina. All parking enquiries must be dealt with Port Credit Harbour Marina.

37. Registered Owners and Guests are not to park in the Snug Harbour parking lot (JJ Plaus Park) and are to use permitted parking at Port Credit Harbour Marina or paid street parking.

38. Boaters may be asked to vacate or re locate from their seasonal slip for the purpose of hosting events. Slip assignments may accidentally be taken by visiting boaters overnight without marina consent.

39. All boaters requesting a seasonal dock will be required to complete a Seasonal Docking Waitlist form. The Waitlist is prioritized based on Mississauga Resident vs Non Residents, and date of submission, with Mississauga Residence receiving priority. Non-resident list will be used only in the event of not being able to fill slip with Mississauga resident.

40. Current seasonal slip holders have until January 15th of the following year to renew

their slip at Credit Village Marina. Once boat slip availability is determined, waitlist boaters (resident1st and order of submission by dock size) will be notified by phone and /or e mail and offered a slip.

41. In the event that an applicant responds and accepts a slip, application, Letter of indemnity, rules and regulations will be emailed to the boater. A 24hr. deadline will be requested to submit all required paperwork and payment.

42. Exemptions to the Marina rules and regulations will not customarily be granted. However depending on special circumstances of the individual case, exemptions may be granted in writing by Marina management.

Transient Docking (marina rules as indicated above)

43. Vehicle parking is not included with visitor dockage.

44. Trailer storage is not available. Any trailers left on site will be removed solely at the owners' expense

45. Cancellations must be made up to 24 hours prior to arrival (12:00 p.m. check in). One night's docking will be charged to boaters after this time.

46. Boaters not registering by 10:00 p.m. on the reservation date will not be guaranteed slip reservations for the remainder of the reservation request.

47. Slips may not be transferred or sublet to another boater. The boat owner must make any cancellation and the vessel submitted on the reservation form will be the only vessel honoured.

48. Boat upgrades may result in loss of slip assignment.

49. A minimum of two nights docking will be implemented for some event weekends.

50. All reservations are requests only. Slips will be allocated by boat size, beam and draft. The Marina has final say on slip allocation and may re locate any vessel as required. The marina reserves the right to cancel slip assignments at any time.

51. Rafting will be permitted with marina approval and will incur the overnight fee.

52. Over stay will be automatically billed to the credit card.

53. The boat owner and guest agree to hold harmless the City of Mississauga, its servant and employee's

54. Damage to property, personal injury will not be the responsibility of the City of Mississauga or Credit Village marina. Boats and their contents will be docked at owners' risk.

55. Boaters requesting a slip without a signed reservation form and credit card information will not be guaranteed a slip.

Payments

56. Must make a $500.00 deposit to secure a slip by January 15th. Remaining balance must be paid on or before March 15th.

57. All late payments will result in a 10% additional charge on the total amount of the owing fee and incur an additional 5% on the total owing after every 30 days.

58. The Boater shall pay all fees identified on the *Application for Summer Slip Rental* form in accordance with the timelines set out. All fees are to be fully paid prior to vessels entering the Marina.

59. The boater authorizes the City of Mississauga to make recurring charges to my credit card, and if necessary, to initiate adjustments for any transactions credited or debited in error.

Refunds/ Transferring of Vessel

60. All requests for refunds and transferring of vessels must be made in writing and submitted to Marina Staff.

61. Refunds will be granted prior to May 1st and a subject to an administration fee.

62. Refunds requested after May 1st, until July 31st will only be granted if the slip can be sold. It will be subject to an administration fee and prorated to the last day of the month.

63. Refund requests received on or passed August 1st will not be accepted.

64. If the vessel is sold on or passed August 1st no refund will be given, and the slip will be used at the discretion of the marina.

65. If a request for transfer has occurred the new owner must pay from the start of the month until the end of the season. New boat owners must provide completed *Application for Seasonal Slip Rental* form, meet all insurance requirements, and provide vessel ownership.

66. Security Cards are non-transferable and will be cancelled once marina has been notified of the sale and transfer. New Cards will not be issued to new slip leaser until all required documents are received.

Exemptions

67. Exemptions to the Marina rules and regulations will not customarily be granted, however depending on special circumstances of the individual case, exemptions may be granted in writing by Marina management. The Marina or designate has the authority to manage the marina and its assets at their discretion.