

CITY OF MISSISSAUGA

CONDITIONS FOR THE ACCEPTANCE OF

APPLICATIONS FOR SLIP RENTAL IN

LAKEFRONT PROMENADE PUBLIC MARINA

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

1. Must read and agree to all *Rules and Regulations*.
2. Must fill in the *Application for Seasonal Slip Rental* form in full. Slip agreement must be in boat owner's name.
3. Must make a \$500.00 deposit to secure a slip by **January 15th**. Remaining balance to be paid on or before **March 15th**.
4. Owner must provide a copy of their vessel 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. 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.
7. All boat owners agree to have their boats removed by October 31st or specified date by marina management. The Marina reserves the right to remove the boat after this date at the owner's expense.

LAKEFRONT PROMENADE PUBLIC 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.

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 by charges

1. Provision of Slip

- 1.1 Summer docking will be available from May 1st to October 31st. Boats remaining after October 31st will be charged a late stay fee of \$130.80 to be added to the following years slip rental invoice. Boaters remaining past Nov. 7th will NOT be offered a slip the following season.
- 1.2 Docking charges are as follows:
(Inside fingers will have a minimum of 15')
Dock A - 30 Feet (30 foot fingers)
- Accommodates boats 30' to 34'
Dock B - 35 Feet (40 foot fingers)
- Accommodates boats 35' to 45'
Dock C - Slips 27-53 = 25 feet (25 foot fingers) - 15-20amp service
- Accommodates boats 20' to 23'
Dock C - Slips 1- 26 = 20 feet (20 foot fingers) - 15amp service
- Accommodates boats 20' to 23'
**Marina management will request boaters to move to a proper size slip when one becomes available.*
- 1.3 The owner acknowledges that the filling of a slip will be selected in relationship to the maximum size of boat the slip will accommodate.
- 1.4 The marina has final say on all slip allocation and may utilize slips at its discretion.
- 1.5 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 of a slip that will accommodate the boat and the date in which the request was received
- 1.6 Only the assigned slip may be used by the registered owner.
- 1.7 Any requests for transfer to another slip must be forwarded to Marina management in writing. Requests are not guaranteed, slip allocation will be at the discretion of the marina.
- 1.8 Boat slips cannot be sublet; vacant slips are used at the discretion of the marina. It is the boater's responsibility to notify the marina when the slip will not be in use. The boat owner must inform the marina when they will be arriving 24hrs prior to arrival.
- 1.9 If the boat is sold and new owners elect to stay at the marina (refer to refund policy) access or marina use will not be permitted until all required documents of application, insurance, are submitted to the marina.
- 1.10 If the boat is sold prior to January 15th the applicant will have lost the slip and waitlist will apply. If the Boat is sold after the marina reservation date of January 15th and before May 1st. an administrative fee will apply.
- 1.11 It is the owner's responsibility to notify the Marina and its staff of any changes to their personal information, boat ownership, insurance, and guest use.
- 1.12 By signing the Application for Seasonal Slip Rental, the boat owner acknowledges that they are satisfied with facilities, docking, and parking and also acknowledging

the parking lots may be closed for Marina use at the marinas discretion. The boater will provide any necessary protection for their vehicle and boat, recognizing that the water level's and harbour condition's in Lake Ontario varies from time to time.

- 1.13 The Marina reserves the right to cancel docking privileges at any time and does not guarantee slip privileges from year to year. Failure to remove the boat within three days of notification will render the owner liable for all removal, storage charges, by law infractions and legal prosecution. 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.

2. Boat Use and Operation at Marina

2.1 Electrical Service

- a) A 15, 20, or 30 amp hydro service will be provided to each boat. A non-serviced fee will be available for boats on fingers where no hydro is provided.
- b) All electrical cords must be CSA approved and meet marina standards.
- c) Contractors and boaters cannot use non approved adapters
- d) Pedestal and electrical breaker cannot exceed electrical cord rating. i.e. 30 amps- to 15 amp adapter require 15 amp breakers in pedestal.
- e) Illegal cord applications will be removed immediately due to ESA Compliance by marina staff and the boater will be notified.
- f) Electrical must not interfere with other boaters, and must be neatly organized
- g) The power pedestal must remain clear of all hose's and cords.

2.2 Environmental

- a) The marina is audited for environmental practices through a Clean Marine Program, boating Ontario Association It is imperative all boaters respect utility use, re cycle and dispose of solvents in a proper manner.
- b) Boaters and contractors are responsible for transferring oils, anti-freeze, paints and all toxic products to a recycling transfer centre. The marina is not responsible
- c) No person shall discharge oil, inflammable liquids, oily bilges, or other liquids in the Marina area. Fines may ensue.
- d) The owner is responsible for the removal of their own litter. The owner is responsible for the proper disposal of all oils, antifreezes, paints etc. the boater must take these materials to proper re-cycle stations. Non-compliance will result in cancellation of owners slip rental/lease agreement.

2.3 Boat Repairs/Contractors

- a) Owners whose vessel requires repairs at the marina must inform Marina and its staff of such repairs

- b) The Owner or Contractor performing repairs must provide proof of insurance to Marina Staff. Proof of \$2,000,000.00 liability coverage and the City added as additionally insured must be provided.
- c) Owners and Contractors are responsible for the removal of all materials and must abide by all clean marine guidelines.
- d) Contractors will not be allowed to purchase security cards and must check in at the Marina Office before going onto the docks.
- e) Major boat repairs will not be permitted at the Marina
- 2.4 Misconduct or damages caused by neglect of the boat owner may result in the cancellation of their docking privileges.
- 2.5 The Marina staff must be made aware of any damage to the docks or any other concerns about the condition of the facility. The boat owner is responsible for all damage to the docking system caused by neglect or damage caused by the vessel.
- 2.6 In the event a boat sinks at the Marina, the boat owner must remove the boat forthwith. If the owner fails to do so, the marina will remove the boat at the owner's expense.
- 2.7 Boat owners are responsible for keeping the boat in "ship shape" and MUST keep the vessel in safe work order and must comply with all safety regulations.
- 2.8 Vessels leaving for longer than 24 hours will notify Marina staff. The Marina reserves the right to rent all docking spaces when vacant. Boaters must notify the marina 24 hours prior to returning to the marina.
- 2.9 The 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 not be permitted on the main dock and will only be allowed on the fingers providing both slip users agree to such use.
- 2.10 Sailboat owners and skippers may be requested to tie off halyards and lines.
- 2.11 Air conditioners are to remain off when Boaters are not on board.
- 2.12 The owner and guests agree to obey all signs at the Marina. All boats must enter and depart the harbour under engine power. The Speed limit in the harbour is 10 km.
- 2.13 The marina recommends bow in berthing.
- 2.14 Tarpaulins or other covers are the responsibility of the owner and the owner is responsible for any damage caused by the cover.
- 2.15 No vessel shall refuel at any slip. Fuelling must be done at the fuel dock and only while a fuel attendant is on duty.
- 2.16 Tenders, P.W.C's will be permitted providing NO interference with fellow boaters. The marina requires tenders to be tied under the bow, stern in docking.

3. Additional Rules

- 3.1 Boat owners must not make any alterations to the dock or quay
- 3.2 The Marina staff will not allow anything but professional conduct from any of the owners or operators, guests and any abuse to other individuals, threats, fights, illegal drug use, destruction of property or misuse of one's privileges will result in automatic cancellation of the owners docking slip rental/lease.
- 3.3 Boats and contents are docked at the owner's risk. Vehicles and contents left in the parking area are also left at the owner's risk. The marina does not guarantee parking. The Marina will not be responsible for any damage or loss. Vehicles will not be permitted to park in the fire routes. Trailer parking and use of multiple parking spots will not be permitted and will be enforced by Parking control, City of Mississauga By law and Peel Regional Police. Should vehicles or trailers be left without permission, Tag or tow will be enforced.
- 3.4 Swimming is prohibited in the confines of the Marina.
- 3.5 Cast fishing is prohibited in the confines of the Marina.
- 3.6 Pets must be kept on a leash in the Marina and surrounding parkland .Pets is not allowed in the washroom area and the owner is responsible for the collection of their droppings.
- 3.7 Use of wind surfers in the Marina is prohibited.
- 3.8 Small children must be under the supervision of an adult at all times.
- 3.9 The marina recommends personal P.F.D and shoes for all on the docks and boats. A P.F.D. is mandatory for children under 12 and non-swimmers.
- 3.10 Drinking is not permitted on the docks or marina property.
- 3.11 All personal property of the boater's is to be left on boat and not on the docks or Marina grounds.
- 3.12 Barbeques are not permitted on the dock system.
- 3.13 Laundry shall not be hung out on vessels, docks or piers at the Marina
- 3.14 Security access cards will be given out with a \$10.00 purchase; broken cards etc. are not the responsibility of the Marina. Cards are not transferable or refundable. Access will be cancelled once boaters no longer occupy a slip or a boat at the marina. Contractors will not be issued cards unless working for the marina.
- 3.15 No advertising or soliciting will be permitted in the Marina unless authorized by Marina Management. Commercial operations, charter service, will not be permitted from the marina regardless of pick up and drop off location. Commercial film shoots must be approved by the City of Mississauga. Permits and application must be submitted along with payment to the City of Mississauga's File Department providing request is granted.

4. Payments

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

- 4.2 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.
- 4.3 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.
- 4.5 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.

5. Refunds/ Transferring of Vessel

- 5.1 All requests for refunds and transferring of vessels must be made in writing and submitted to Marina Staff
- 5.2 Refunds will be granted prior to May 1st and subject to an administration fee.
- 5.3 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.
- 5.3 Refund requests received on or passed August 1st will not be accepted.
- 5.4 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.
- 5.5 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 owner must provide completed *Application for Seasonal Slip Rental* form, meet all insurance requirements, and provide vessel ownership.
- 5.6 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.

6. Exemptions

- 6.1 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.