



Sandra S. Lawn Harbour & Marina

191 Water St E, Prescott, Ontario K0E 1T0
613-925-1255

2021 Terms, Conditions & Rules

Boat owners name:

Current Slip #

All vessels docked at the Marina must carry a minimum of \$1,000,000.00 liability insurance.

Owners, please provide or update this information

Insurance Company (not the broker) name: Insurance Policy #: Expiry Date:
(Please enclose a copy of your boat and or watercraft liability insurance with this document)

Definitions

“Boat or vessel” 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 Town of Prescott from time to time.

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

“Marina” shall mean the Marina property owned by the Town of Prescott and municipally known as, 191 Water St. E,

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

Conduct towards Marina staff or other persons

The Lessee or their guests shall not engage in any improper conduct towards Marina employees or any other person in the Marina, including but not limited to:

- (i) Harassment
- (ii) Conduct that may be considered threatening, including but not limited to yelling and use of profane language; or
- (iii) Any disorderly, indecorous or other inappropriate conduct that has endangered or might endanger safety, has injured or might injury any person, has caused or might cause damage to the Marina property, or has harmed or might harm the reputation of the Marina. For the purposes of this section, harassment includes a course of vexatious comment or conduct, based on one or more of the prohibited grounds (race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status or disability) under the Human Rights Code, R.S.O. 1990, c.H.19, as amended.

Term

1. The term of this Agreement is from the Victoria Day long weekend in May to the twenty sixth (26) day of September 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 thirty first (31st) 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 Boat length overall or the Slip, whichever is greater**, and are as set out in the Fees By-law. The Owner shall submit payment of the fee in advance of occupancy of the Slip.
4. Fees for the docking of Seadoos or dinghys are for the dock space assigned and not 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 Bylaw.
5. There is no charge to launch a watercraft at our boat ramp.
6. If this agreement is terminated by the owner prior to the first day of May of the year noted above, the Owner may request a refund of the fee paid subject to an administration fee of one hundred dollars (\$113.00 HST included). No fee, or portion thereof, will be refunded after the first day of May for any reason. See Sections 23, 24a and 24b

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 30th day of September.
 - a) Execute and deliver this Marina Lease Agreement to the Corporation; and
 - b) Submit payment of the fee either in full or in the form of post-dated cheques dated January 31, February 28, and March 31 of the year noted above or fill out a credit card payment authorization for auto payments for the lease. To avoid confusion, all payments are to be made to the Harbourmaster in person, by phone 613-925-1255 or email marina@prescott.ca directly and not to Town Hall.

Slip Re-assignment

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

No Sublease

10. Subject to section 11, the Owner shall not sublet or sublease the Slip, nor assign this Agreement. The transfer or sale of the Boat does not transfer the Slip to a new owner.

Use of Slip by Others

11. The Corporation may assign the Slip to a transient boater, as per the "Lease agreement" should the lessee be absent. For greater clarity, the Corporation shall not provide the equivalent value to the Owner. The owner may not allow others to use the designated slip in his or her absence.

Contractors, Mechanics, Repairmen and Sales people

All Contractors, Mechanics, Sales Representatives must report to the marina office prior to boarding any vessel within the marina.

Current certificates of Liability and WSIB Clearance forms must be on file to proceed.

The Contractor, Mechanic, Sales Representative agrees to abide by all the rules and regulations of Sandra S. Lawn Harbour and Marina. A copy is available at the marina office.

Wi-Fi and Pump Outs

12. 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.
13. Sanitary pump-outs as per the posted fee schedule and are available during regular business hours as posted.

For Sale Signs

14. FOR SALE or Yacht Broker(s) signs are NOT permitted on Marina property or any vessel. Unauthorized signs will be removed without notice. Owners will NOT operate a business on site.

Swimming or Fishing

15. Swimming or fishing is not permitted in the Marina area.

Sunken Boat

16. If the Boat sinks in the Marina, the Owner shall, within twenty four (24) hours of receipt of notice, remove the Boat, failing which, the Corporation may remove the Boat at the Owner's expense.
17. Notwithstanding section 14, 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

18. 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.
19. 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.
20. 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

21. 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 and/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 maneuvered, berthed, moved or anchored as directed by the Corporation.
 - c) Generators, engines, radios, etc. shall be operated so as to not cause a nuisance to others. Between the hours of 11:00 p.m. and 7:00 a.m. excessive noise prohibited. Refer to By-Laws 45-81 and amendment, By-Law 27-91
 - d) Speed limits within the Marina shall be observed and boat speed shall not exceed 7km (4miles) per hour in the harbour areas or cause any wake.

- e) Inflatables shall not infringe on any slip, waterway, dock or pedestrian passage or walkway.
- f) Prior to receiving fuel services, the Owner shall remove the Boat's fuel cap and indicate the type of fuel to be used to Marina staff.
- g) Arrival and departure under sail within the Marina is prohibited. Halyards must be secured.
- h) The Boat shall be secured to the Slip with adequate lines.
- i) The Owner shall renew damaged lines upon the request of the Corporation.
- j) 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.
- k) 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.
- l) 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.
- m) Owners and Guests are responsible for all personal customs and immigration matters.
- n) Barbeques or open air cooking is prohibited on all Marina docks but permitted on boats if adequate facilities exist.
- o) Owners shall encourage Guests, especially children and non-swimmers, to wear personal lifesaving appliance as per Transport Canada Safe Boating Guidelines.
- p) Fueling of the Boat while docked or moored is prohibited.
- q) Swimming, diving, water skiing, wind surfing or fishing is prohibited in the Marina.
- r) Littering, including littering into the water, is prohibited.
- s) Disposal of all lubricants, such as engine oil and filters, is prohibited.
- t) Alcohol consumption in the Marina is prohibited, except in in areas permitted by law.
- u) Dogs are required to be leashed in all areas, cannot be left unattended or put in dock carts.
- v) Small children must be supervised at all times.
- w) Dock carts are for the transporting of supplies to the Boat only
- x) No smoking by-law: CORPORATION OF THE TOWN OF PRESCOTT, **BY-LAW 35-2007**, Being, a by-law to designate a smoking area at the Town Hall and to prohibit smoking around doorways at all municipal properties.

Clean Marine Facility

22. 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. **WE DO NOT ACCEPT ANY OF THE ABOVE.**
- 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, little or no 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 vessel 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's facilities.
- 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 not be undertaken in any area of the Marina. Remains of fish must be removed from the Marina. No fish may be displayed in the Marina for any reason.

Notice

- 23. Any notice required by this Agreement may be served personally or by registered mail.
- 24. 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

- 25. 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 19 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.
- 26a. **TERMINATION BY LESSEE:** The Lessee may terminate this Lease upon giving the Lessor thirty (30) days written notice.

The pro rated portion of the lease prepaid to the Lessor will be refunded to the Lessee following a deduction as follows:

Refund Policy:

Prior to May 1st 85%
Prior to May 31st 75%
Prior to June 30th 50%
Prior to July 15th 25%
After July 15th No refund

Pro-rated Policy

Prior to July 15th Full Rate
July 16 to July 31st 40 % discount
Aug. 1 to Aug. 15th 45 % discount
After Aug. 15th 60 % discount

All refunds are subject to a \$113.00 (includes HST) Administration Fee

26b. **TERMINATION BY LESSOR:** If at anytime it is considered by the Lessor to be in the best interest of Sandra S. Lawn Harbour and Marina or tenants at Sandra S. Lawn Harbour and Marina, the Lessor reserves the right after two (2) days written notice to terminate this Lease whereupon the Lessor shall reimburse Lessee for the pro rated unused portion of Rent prepaid to the Lessor.

Generally

- 27. 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.
- 28. The rights and obligations under this Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario.

The Corporation of the Town of Prescott
(The Lessor)

Date

Boat Owner
(The Lessee)

Date