



## **Marina Docking Permit (the “Permit”) between the City of Mississauga (the “City”) and the Owner**

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**Whereas** the Owner as set out in the Application for Charter Docking (the “**Application**”) wishes to rent a marina slip at the Marina Park, charter docks”. A marina slip will be allocated by vessel size with commercial fishing charters taking precedence over recreational vessels.

### **TERMS AND CONDITIONS -----**

**Term:** This Permit is effective as of May 1<sup>st</sup> - October 31<sup>st</sup>, 2018

**Rental Fee and Payment Terms:** The Owner shall pay to the City the slip fee as set out in the Application signed by the Owner. Full refunds of slip fees will be available until April 30, 2018 and will be subject to an administration fee. Between May 1, 2018 and July 31, 2018, a refund may be granted on a pro-rated basis to month end of request if the Owner can provide the City with a third party to rent the marina slip.

**Termination:** The City may terminate this Permit and all the Owner’s rights hereunder immediately at any time in the event of any breach or default by the Owner in the performance of any term or condition contained in this Permit, including, without limitation, failure by the Owner to pay the required fees and amounts in accordance with the payment terms as set out in the Application and the City shall be entitled to recover, and the Owner shall be liable for, all damages and losses incurred by the City arising directly or indirectly or in consequence of or in relation to the breach or default by the Owner. Failure to remove the vessel within three (3) days of notification of termination will render the Owner liable for all removal and storage charges. Notice of termination shall be served by registered mail to the last known address of the Owner. Where vessels are not registered with the City, notice shall be posted on the vessel at least Twenty Four (24) hours prior to removal. Peel Regional police will enforce these regulations.

**Limited Liability and Release:** The Owner hereby releases and forever discharges the City, including the City’s elected officials, officers, employees, agents and contractors (hereinafter the “Indemnified Parties”), the Owner further agrees that notwithstanding anything to the contrary contained herein, the Indemnified Parties shall not be liable to the Owner or to anyone for whom the Owner may be in law responsible for, any loss of/or damage to property, personal injury or death, or any other losses action, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Owner or any of the Owner’s permitted invitees, guests or participants during or otherwise in relation to or in connection with the Owner’s use of the Facility and all activities relating to such use of any other matters under this Permit, negligent misrepresentation, breach of the *Occupiers’ Liability Act* or breach of statutory duty on the part of the Indemnified Parties or of the part of anyone for whom the City is in law responsible, by the presence of the Owner or anyone else upon the Facility, the conditions or state of repair of the Facility and the breach of any of the provisions of this Permit by the City including, but not limited to, any negligent act or omission of the Indemnified Parties, which causes or contributes to any such injury, damages or loss.

**Indemnity:** The Owner shall indemnify and save the City harmless, including the Indemnified Parties from and against any loss, cost and expenses incurred by the Indemnified Parties because of any demand, action or claim brought against the Indemnified Parties as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Owner using the Facility, or by anyone else permitted on the Facility by the Owner or by anyone for whom in law the Owner is responsible, including any losses or damages which have been caused or contributed to by any negligence, negligent misrepresentation breach of the *Occupiers’ Liability Act* or breach of statutory duty on the part of the Indemnified Parties or on the part of anyone for whom the



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City is in law responsible, by the presence of the Owner or anyone else upon the Facility and the breach of any of the provisions of this Permit by the City including, but not limited to, any negligent act or omission by the City, it's or their employees, agents, contractors, or invitees, which causes or contributed to any such injury, damage or loss.

**Vessel Insurance:** To avoid the financial risks associated with the Indemnity and Release clauses of this Permit, the Owner must provide the City with a Certificate of Insurance evidencing General Liability Insurance including third party bodily injury and property damage coverage in the amount of at least Two Million (\$2,000,000.00) dollars per occurrence, The Certificate must be signed by an authorized representative of the insuring company and must identify the City as an additional insured and must provide the City with 15 days written notice of cancellation. It is the Owner's responsibility to ensure that vessels applying for a slip meet the requirements put forth by Transport Canada for the purpose of operating a passenger commercial vessel. The Owner shall provide proof of Transport Canada Certification as well as proof of vessel insurance with the City added as additional insured.

**As is where is:** The Owner hereby confirms that the City has not provided any representation, warranty or other insurance regarding the suitability of the Facility for use by the Owner and that the Owner is using the Facility on an as is where is basis. The Owner acknowledges that he/she is satisfied with the Facility and docking and is aware of water levels and conditions vary from time to time. The City is not responsible for any damage to the Owner's vessel during the Term of the Permit.

**Use of Premises:** The Owner agrees to use the Facility only for the uses set out in this Permit. Any breach of the terms of conditions of this Permit and provision of false or incorrect information by the Owner to the City in seeking this Permit will result in the immediate termination of this Permit. All monies paid by the Owner to the City may be retained by the City and applied towards any losses or damages incurred by the City as result of the Permit's termination. In the event that a vessel sinks at the slip, the Owner must remove the vessel forthwith. If the Owner fails to do so, the City shall remove the vessel at the Owner's expense.

**Waste and Nuisance:** The Owner agrees not to do or to suffer or to allow to be done any action which would damage, waste or disfigure or injure the Facility or any part thereof or otherwise cause a nuisance. Any such action to the City's property will be the financial responsibility of the Owner and all costs and expenses required to repair such damage to the Facility shall be paid to the City on demand. The Owner shall notify the Manager of Marina Operations of any damage to the Facility.

**Noise and Enjoyment of Facility:** The Owner shall not cause or permit noise or interference of any kind, which in the opinion of the City, may disturb the comfort or reasonable enjoyment of any other person on the Facility.

**Assigning or Subletting:** The Owner agrees not to assign, sublet or permit use and occupancy by any other person of the whole or any portion of the Facility unless prior written approval is given by the City.

**Rate Increase:** The Owner agrees that any Council approved rate increase during the Term of the Permit will be paid upon notice. The Owner agrees that if they fail to make payment in accordance with the terms of this Permit it will pay interest on all overdue accounts at the rate of 1.25% per month applied and compounded every 30 days, for an effective rate of 16.08% per annum commencing from the due date until payment in full is received.

**Additional Charges:** Any charges for extra clean-up required in the sole view of the City would be paid by the Owner.



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**Pre-emption:** This Permit may be pre-empted and terminated at any time at the sole discretion of the City in order that the City may use the Facility for a specific purpose. Wherever possible every effort will be made to give reasonable advance notice of pre-emption and termination.

**Construction:** The City may, in its sole discretion, require the Owner to remove their vessel from the Facility in the event that construction and/or repairs are required at the Facility or at any adjacent property owned by the City. The City shall provide the Owner with at least thirty (30) days written notice to the Owner to remove their vessel from the Facility.

**Observance of Law:** The Owner agrees to comply with any bylaws, policies or regulations imposed by the City that are applicable to Permit holders.

### **General:**

- i) One vehicle per marina slip may be parked in front of the berth. The Owner is required to advise guests to park in the lot south of the fish station. The City is not responsible for enforcement of non-permitted parked vehicles. Double parking will not be permitted.
- ii) No Owner shall discharge oil, inflammable liquids, oily bilges or other toxic liquids into the lake or harbour area.
- iii) The Owner shall notify the Manager of Marina Operations if a vessel is removed for a period of seven days or more.
- iv) All 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.
- v) Fuelling of vessels at the Facility or Boat slips is not permitted.
- vi) The Credit Village Marina Facility will be used as an overflow in the event of storm conditions, based on availability. The Owner must inform the Manager of Marina Operations of the intended use. Vessels must be relocated to their assigned slip in Marina park as soon as weather permits. Credit Village Marina must not be used when the access ramp is not in place.
- vii) All Owners are responsible for appropriately securing their vessels to the dock in a safe manner. All Owners must use appropriately sized and conditioned mooring lines and mooring line shock absorbers, when tying to the dock.
- viii) The Owner agrees to not tie off to launch ramp pillars, docks, or any other structure other than their assigned dock(s).
- ix) Owners whose vessel requires work to be done, or contractor services, must inform the Marina staff if it is to be carried out at the Marina or City Grounds. Major boat repairs will not be permitted at the Marina. Subject to Marina management discretion The Owner or contractor affecting such services must exhibit proof of insurance coverage to 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.

**Authorized by City of Mississauga  
By-Law No.0187-2005, as amended**