



Belle River Marina Permit – 2022 Season & Permit Year

This is a permit issued by the Municipality of Lakeshore for:

NAMED PERMIT HOLDER:

CONTACT NAME (IF BUSINESS):

ADDRESS:

PHONE NUMBER(S):

EMAIL:

VESSEL INFORMATION:

TYPE OF VESSEL:

VESSEL LICENCE #:

MAKE:

MODEL/TYPE:

LENGTH:

YEAR:

In exchange for the fees paid to the Municipality by the Owner, the Named Permit Holder agrees to:

Definitions

1. The following terms have the following definitions throughout this Permit:

“Fees By-law” means the by-law establishing annual user fees for the use of municipal property and services as passed by Council for the Municipality;

“Guest” means each of the Owner’s passengers, crew, guests or invitees for whom the Owner shall be responsible at all times;

“Marina” means the facility operated by the Municipality at 100 Lake Street, legally described as Water Lot located DT128 in front of Lot A, Concession 1, East of Belle River being Parts 1, 2 & 3 on Plan 12R6690 and Part 1 on Plan 12R7384, known as the Belle River Marina, Belle River, Ontario and includes the slips, boat launch and accessory facilities;

“Marina Rules” means the rules of the Municipality as set out in Schedule “A” attached and any other rules as may be posted at the Marina from time to time in the Municipality’s sole discretion;

“Municipality” means the Municipality of Lakeshore;

“Owner” means the person identified as having authorized possession of the Vessel and bound by the terms of this Permit;

“Slip” shall mean the Vessel well number as identified in this Marina Lease Permit;

and,

“Vessel” means the watercraft in the legal possession of the Owner, as identified in this Permit.

Licence

2. This Permit contains a revocable, non-transferrable, non-exclusive licence which entitles the Owner to use of a Slip pursuant to the terms and conditions of this Permit. This licence does not create an interest in the property, legal or otherwise, other than as provided in this Permit.

Representations, Warranties & Additional Agreements

3. The Owner represents and warrants that the Vessel is a pleasure craft and agrees that the Vessel shall at all times be used for such pleasure craft purposes and be licenced or registered, identified and equipped in accordance with the *Canada Shipping Act*.
4. The Owner represents and warrants that the Vessel is and will ensure that the Vessel continues to be seaworthy and capable of moving under its own power.

The Owner agrees to maintain the Vessel structurally and mechanically. The Owner agrees that it will satisfactorily repair the Vessel in a timely fashion in the event of inoperability and to remove the Vessel in the event that, in the opinion of the Municipality, the Vessel is likely to constitute a threat to safety of the Vessel, another Vessel, the Marina or another party.

Term

5. The term of this Permit is from the 1st day of May to the 15th day of October of the contract year noted above (the "Term") unless otherwise terminated in accordance with the provisions as set out herein.
6. The Owner shall remove the Vessel from the Marina on or before the expiration of the Term, failing which, the Municipality may, in its sole discretion, remove the Vessel at the Owner's expense.

Fee and Payment

7. Fees are based on the insured overall Vessel length, which includes the bow pulpit and swim platform, or the Slip, whichever is greater, and are as set out in the Fees By-law. For greater clarification, a Vessel which measures 27.6 feet will be assessed as 28 feet. The Owner shall submit proof of insurance, this executed Permit and payment of the fee in advance of occupancy of the Slip.
8. If this Permit is terminated by the Owner prior to the first day of June of the Term the Owner may request a refund of the fee paid, subject to an administration fee of \$100.00. No fee, or portion thereof, will be refunded after the 1st day of June of the Term, save and except pursuant to the provisions of paragraph 31 of this Permit.

Slip Assignment

9. In the event that the Owner wishes to be assigned the same Slip as the Slip assigned in the previous year, the Owner shall:
 - a) execute and deliver this Permit to the Municipality by the first day of November prior to the commencement of the Term;
 - b) pay a slip deposit of \$100 +HST by the first day of November prior to the Term;
 - c) submit payment of the outstanding balance by April 1st of the Term. Payments can be made by telephone, or in person by visiting the Atlas Tube Recreation Centre; and
 - d) provide insurance documentation prior to any occupancy of the slip by the owner.

Slip Re-assignment

10. All requests for Slip re-assignment by the Owner shall be submitted to the Municipality by completing a Slip Change Request Form. Slip re-assignment shall be at the discretion of the Municipality.
11. The Municipality may, at any time and in its sole discretion, re-assign a Slip based upon availability and navigational concerns.

Replaced Vessel

12. In the event the Owner replaces the Vessel during the Term, the following shall apply:
 - a) If the replacement vessel is larger than the Vessel and requires Slip re-assignment, the Owner shall be subject to the increased applicable fee. The Municipality cannot guarantee a larger slip will be available or assigned. In the case that a larger slip is not available, the Owner will be placed at the top of the waiting list and notified if and when a slip becomes available. If the Owner requests a refund, it will be processed based on the unused balance of the Term fee, less the administrative fee applicable under the Municipality's current User Fee By-law.
 - b) If the replacement vessel is smaller than the Vessel, the Owner is entitled to a credit, which credit shall be applied to the fee in the year following the Term.

No Rental or Sublease

13. The Owner is strictly prohibited from allowing short-term rentals of the Vessel under this Permit. Violation of this provision will result in immediate termination and revocation of the Permit and removal of the Vessel from the Marina at the Owner's sole cost and expense.
14. The Owner shall not sublet the Slip or assign this Permit. The transfer or sale of the Vessel does not transfer the Slip to a new owner.

Use of Slip by Others

15. The Owner shall notify the Municipality, in advance, of any absence from the Marina which will exceed 24 consecutive hours. During such vacancy, the Municipality may assign the Slip to a transient vessel at its sole discretion.

Other Services

16. Sanitary pump-outs will be provided, where and when the service is available, to the Vessel:
 - a) at no charge with the purchase of fuel in the amount of \$200.00 or more; and
 - b) as set out in the current Fees Bylaw with the purchase of fuel in the amount of less than \$200.00.
17. The Owner acknowledges that parking at the Marina is open and free of charge to all users of the Marina facilities and the public on a first come, first served basis. The Owner agrees to use only the parking spaces clearly marked as a parking space for a vehicle with trailers when parking a vehicle with a trailer.

Sunken Vessel

18. If the Vessel sinks or is sinking in the Marina, the Owner shall, within 72 hours of receipt of notice, remove the Vessel failing which the Owner agrees that the Municipality may recover the Vessel at the Owner's sole cost and expense.
19. Notwithstanding the provisions above if, in the opinion of the Municipality, the sunken Vessel is a risk to the safety of any person or property, the Municipality, without notice, may take whatever action it deems necessary to eliminate such risk. All costs incurred by the Municipality during the recovery process shall be solely borne by the Owner.

Release, Indemnity and Insurance

20. The Owner and the Owner's Guests use the Marina at their sole risk. The Owner, its Guests, heirs, executors, administrators, successors and assigns, releases, shall not be liable or responsible for any damage, loss, injury or death arising from or out of any occurrence, in, upon, at, the Marina or in any way relating to this permit, or injury or damage to property of the Owner, from any cause whatsoever, whether or not such death, injury, loss or damage results from the negligence of the Municipality or its elected or appointed officials, employees, servants or agents or other persons for whom it may in law be responsible.
21. The Owner agrees to indemnify and hold harmless the Municipality and save it harmless from and against any and all loss, claims, damages, liability, causes of action and expenses in connection with the loss of life, personal injury, loss or damage to property arising from or out of any occurrence in, upon or at the Marina occasioned wholly or in part by any act or omission of the Owner and the Owner's Guest(s) and that such indemnification shall survive the termination of this Agreement.
22. 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 Permit in connection with the ownership and operation of the Vessel, including Watercraft Liability Insurance having limits of not less than \$2,000,000 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.
23. The Owner shall provide proof of insurance satisfactory to the Municipality, evidencing the insurance policy or policies, for the Vessel as indicated below, prior to any occupancy of the Slip by the Owner and as otherwise may be required by the Municipality from time to time. The requirement to provide proof of insurance does not absolve the Owner of the obligation to ensure such coverage in the event that satisfactory proof of insurance is not provided to the Municipality. The Owner acknowledges that failure to maintain coverage throughout the life of this Permit constitutes a breach of the terms and conditions of this Permit for which the Permit may be terminated by the

Municipality.

INSURANCE INFORMATION:

Insurance Company:

Broker/Contact Information:

Policy Number:

Expiration Date:

Rules and Regulations

- 24. The Owner acknowledges receiving and reading a copy of the rules attached as Schedule "A" to this Permit (the "Marina Rules").
- 25. The Owner agrees to, and will ensure that its Guests will, observe and abide by this Permit, and the Marina Rules.
- 26. A failure of the Owner or its Guests to abide by the Municipality's by-laws, the laws of the Province of Ontario and Canada, this Permit, and the Marina Rules may result in termination of this Permit without refund.

Notice

- 27. Any notice required by this Permit may be served personally or by registered mail. Notices to the Owner shall be addressed as provided in Contact information above. Notice to the Municipality may be personally delivered to the Manager of Recreation and Leisure Services and sent to:

Municipality of Lakeshore
419 Notre Dame Street
Belle River, Ontario N0R 1A0

If a notice is served by registered mail, the service shall be deemed to have been made on the 5th business day after the day of mailing.

Termination

- 28. A breach of any provision of this Permit by the Owner or its Guests, including, but not limited to the Marina Rules, shall be cause for immediate termination of this Permit by the Municipality and may result in the immediate eviction of the Owner, a Guest or other person. The Municipality will not refund fees paid under this Permit, in the event of a termination pursuant to this section
- 29. The Owner may terminate its interest in the licence under this Permit by providing five business days' notice to the Municipality in writing.

30. In the event of the closure of the Marina by the Municipality due to unforeseen circumstances, including extensive damage or destruction of the Marina or emergency order, the Permit shall be terminated and the Owner shall be reimbursed the fees paid for the balance of the Term, as applicable.

Generally

31. 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 Permit other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.
32. If any of the provisions of this Permit or their application to any person or circumstance are to any extent illegal, invalid or unenforceable, the remainder of this Permit shall be construed as if such illegal, invalid or unenforceable provision had never been contained in it.
33. The Municipality may set-off any amounts owing to the Municipality by the Owner from any amounts owing to the Owner by the Municipality. The Owner acknowledges that debts owing to the Municipality may result in the denial of subsequent permits until such time as the debts and any penalties and interest arising therefrom are satisfied.
34. This Permit constitutes the entire agreement between the Owner and the Municipality pertaining to the subject matter of this Permit and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Permit (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Permit.
35. The division of this Permit into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Permit.
36. The rights and obligations under this Permit shall be interpreted and construed in accordance with the laws of the Province of Ontario and Canada and the parties attorn to the jurisdiction of the courts of that Province.
37. The personal information collected on this form is collected for the purpose of administering the Municipality's Marina Vessel Slip Permit program in accordance with the *Municipal Act, 2001*. Questions about collection of your personal information may be directed to the Manager of Recreation & Leisure at the Municipality of Lakeshore, In Person: 447 Renaud Line, Belle River, by mail: 419 Notre Dame Street, Belle River, Ontario N0R 1A0 or by email to: marina@lakeshore.ca.
38. This Permit may be executed by electronic or digital signature, delivered by facsimile or electronic mail transmission, which shall be deemed to be an original.

Acknowledged and agreed this _____ day of _____, 2022.

Owner(s):

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____

Witness to Owner(s) Signatures above:

Print Name: _____ Sign: _____

FOR OFFICE USE ONLY:

INSURANCE CERTIFICATE RECEIVED:

PAYMENT RECEIVED:

SLIP ASSIGNMENT:

SCHEDULE "A"

Marina Rules

1. Clean Marine Facility

The Marina has been designated as a Clean Marine Facility. The Owner and Guests shall adhere to the following Clean Marine Policies:

- a. To keep all garbage of any kind on board the Vessel 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.
- 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 Vessel in designated areas only, taking all precautions required by the Marina to avoid leaving any debris, litter, or 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 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 be undertaken only in areas designated by the Municipality. Remains of fish must be removed from the Marina. No fish may be displayed in the Marina for any reason.

2. Noisy, unlawful, disorderly, offensive, indecent or improper conduct by the Owner or

Guests that may, in the opinion of the Municipality, injure any person; cause damage to property; harm the reputation of the Municipality; or be a violation of the Municipality's Workplace Violence and Harassment Policy is strictly prohibited.

3. When the Vessel is within the Marina, the Vessel shall be maneuvered, berthed, moved or anchored as directed by the Municipality. Marina staff may assist the Owner to dock only by catching lines to secure the Vessel to the dock and such staff are not responsible to push, pull, climb aboard, or stop the Vessel. Notwithstanding the foregoing, Marina staff shall not be in a position to assist in the event of severe weather that may put the safety of such staff at risk.
4. Generators, engines, radios and other equipment shall be operated so as to not cause a nuisance to others. Excessive noise is strictly prohibited at all times.
5. Smoking is prohibited in areas where indicated by posted signage.
6. Speed limits within the Marina shall be observed and Vessel speed shall not exceed 7km (4miles) per hour in the harbour areas or cause wake.
7. Inflatables and personal watercraft are permitted in the Slip as long as they do not infringe on the water access by other boaters, or on pedestrians on docks or walkways.
8. The Owner agrees not to establish a business location at the Marina and the Owner acknowledges that this licence does not permit the Marina or Vessel to be used as a passenger vessel for reward, remuneration or profit or for any commercial activity, business, charter or passenger boat operation. Small "For Sale" signs will be permitted and may be posted on the Vessel with the approval of the Municipality.
9. Advertising or soliciting is prohibited on any Vessel. The Owner shall not post "For Sale" signs or any other advertising device on the Vessel without the prior written approval of the Municipality.
10. Prior to receiving fuel services, the Owner shall remove the Vessel's fuel cap and indicate the type of fuel to be used on the form provided by Marina staff. The Owner shall ensure that Guests are not within or upon the Vessel while the Vessel is receiving fuel services and that Guests adhere to all posted rules regarding fuel safety.
11. Arrival and departure under sail within the Marina is prohibited. Halyards must be secured.
12. The Vessel shall be secured to the Slip with adequate lines.
13. The Owner shall renew damaged lines upon the request of the Municipality.
14. 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.

15. The Marina docks shall not be modified without the consent of the Municipality, which consent may be withheld at its sole discretion.
16. The Marina docks must be kept clear at all times, to ensure safety of visitors, maintenance staff, and to allow for regular cleaning and upkeep.
17. No dock box may be attached to the Marina docks without the consent of the Municipality. A dock box installed with the consent of the Municipality shall be constructed and installed to the standard as set by the Municipality. Dock boxes must be removed from the Marina docks at the end of the Term.
18. The Municipality 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 Vessel.
19. Owners and Guests are responsible for all personal customs and immigration matters.
20. Barbeques or open air cooking is prohibited on all Marina docks but permitted on Vessels if adequate facilities exist.
21. Owners will encourage Guests, especially children and non-swimmers, to wear personal lifesaving appliance as per Transport Canada Safe Vesseling Guidelines.
22. The fueling of the Vessel while moored is strictly prohibited.
23. Swimming, diving, water skiing, wind surfing or fishing is prohibited in the Marina.
24. Littering, including littering into the water, is prohibited.
25. Disposal of all lubricants, such as engine oil and filters, is prohibited.
26. Alcohol consumption in the Marina is prohibited, except in areas permitted by law.
27. Dogs must be leashed at all times and must not be left unattended on the Vessel.
28. Children under the age of 12 must be accompanied by an adult at all times while in the Marina.
29. Dock carts are only to be used for the transporting of supplies to the Vessel and may not be used to transport animals.