

# RESERVATION FOR WINTER STORAGE and/or SUMMER DOCKAGE

Winter 2021/ Summer 2022

Owner(s):		
E-mail:	Phone Number:	
Street Address:		
City:	Province:	Postal/ Zip Code:
Boat Name:	Length:	Beam:

**HARBOUR LIGHTS RETAINS THE RIGHT TO CHANGE SLIP ASSIGNMENTS WHERE NECESSARY**

Basin:	Slip Number:
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We at Harbour Lights Marina look forward to serving your needs to make you boating experience and enjoyable one. The following is an agreement to protect Harbour Lights, Yourself and your Neighbours.

**Options:**

**1. Dockage**

Rate per ft x Length

\$ \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_

**2. Winter Storage/Dockage**

Rate per ft x Length

\$ \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_

**3. Indoor Storage**

\$3.50 x sq.ft

\$3.50x \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal: \$ \_\_\_\_\_

HST: (13%) \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

<u>Payment Method</u>
<p><b>Option A:</b> _____ <input type="checkbox"/></p> <p>Half plus full HST by September 15<sup>th</sup>                  Remaining balance due by Jan 1<sup>st</sup>                  Or                  In full after September 15<sup>th</sup></p> <p><b>Option B:</b> _____ <input type="checkbox"/></p> <p>In full by September 15<sup>th</sup></p> <p><b>Note:</b>                  If a payment has not been received by March 15<sup>th</sup>, the slip is no longer leased to you and will become open to the public.</p>

**PLEASE NOTE:**

Your signature below agrees to your dockage Agreement, Schedule 1 (Terms and Conditions), Schedule 2 (Rules and Regulations) and Schedule 3 (The Clean Marine Policy) failure to comply will result in termination of your contract.

Signature:	Date:
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This is my written authorization to Harbour Lights Marina to charge my credit card, the card number and expiry date as set out below, for the "TOTAL" shown hereon. (CROSS OFF IF NOT APPLICABLE)

Name:	Card No.:	Expiry:
Signature:	Date:	

**FOR OFFICE USE ONLY:**

CHEQUE  DEBIT  VISA  MASTER CARD  CASH

# Harbour Lights Marina

## Schedule 1 - Terms and Conditions

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**Use of Specific Space:** This agreement does not grant or extend rights to the Owner with respect to any specific dockage space and/or car/trailer parking space throughout the term of this contract. The Marina may require the Owner to move the Boat, car or trailer and/or equipment, or any of them, to another dockage space or parking space as the Marina considers appropriate. The Owner agrees to move the Boat in accordance with the Marina's instructions and authorizes the Marina to move the Boat at the Owner's risk when unattended.

**Indemnity:** The Owner agrees to pay the cost of all damage to the Marina's property and to the property of other occupants of the Marina resulting directly or indirectly from the Owner's negligence or the negligence of his/her agents, invitees, crew, family members or guests. Without limiting the foregoing, the Owner covenants to indemnify and save harmless Harbour Lights Marina against any loss, cost, suits, claims (including penalties and fines) arising out of or in connection with the discharge or release of any fuel, chemicals, waste or other pollutants, or violation of any statute or regulation relating to the use, operation or ownership of the Boat by the Owner, his/her agents, invitees, crew, family members or guests. The Owner represents and warrants that his/her Boat is a pleasure craft, registered, identified and equipped in accordance with all applicable laws and that it will be operated under its own power in accordance with the Safe Boating Principles in the Marina area.

**No Duty to Inspect or Maintain:** The Owner acknowledges that the Marina does not assume any duty to care for the Boat, car, trailer, or equipment or to prevent loss or damage thereto while the Boat, car, trailer or equipment is on the Marina premises. The Owner hereby releases and discharges the Marina, its employees, agents and representatives from all actions, causes of action, claims and demands in relation to damage to the Boat, car, trailer and any equipment brought onto the Marina's premises under the agreement, as well as for personal injury sustained by the Owner, his/her invitees, crew, family member and guest or any third party while on the Marina premises pursuant to this agreement, unless such damage or injury is caused by the gross negligence of the Marina.

**No Assignment or Sublet:** The Owner agrees that he/she will not assign this agreement or sublet the space rented herein without the prior written consent of the Marina.

**Insurance:** The Owner agrees that he/she will not do or permit to be done any act or thing which may make void or voidable any insurance upon the Boat or any property or any part thereof upon the Marina premises or which may cause any additional premium to be paid for any such insurance. The Owner shall indemnify the Marina for the cost if any increases to the insurance premium required to be paid by the Marina.

**Rules and Regulations:** The Owner agrees to conduct himself/herself in compliance with all rules and regulations of the Marina (See Schedule 2). The Owner shall ensure that his/her invitees, crew, family members and guests conduct themselves in accordance with the rules and regulations of the Marina. The Marina shall have the right to amend the rules and regulations, Schedule 2, as it deems appropriate and such amendments shall be effective upon being posted at the Marina premises. The Marina shall have the right to immediately terminate this agreement if the Owner or his/her invitees, crew, family members or guests fail to comply with the rules and regulations. The Owner hereby acknowledges having read and understood the rules and regulations of the Marina.

**Storage Liens:** The Marina shall have a lien against the Boat, its contents, trailer and equipment pursuant to the Repair and Storage Liens Act, R.S.O. 1990 c.R.25 (the "Act") for all unpaid sums due under this agreement as a storer. The Marina shall be entitled to retain possession of the Boat, its contents, trailer and equipment, or any of them, until the Owner's account has been paid in full and may exercise all rights and remedies as provided for in the Act. Including the right to sell or otherwise dispose of the Boat, its contents, trailer and equipment in accordance with the Act for all amounts owing by the Owner to the Marina.

**Termination:** This agreement shall remain in full force and effect for the term set out herein, unless terminated as a result of the following conditions:

- a) The destruction of the mooring facilities by fires, storm or other event, that the Marina, at its sole discretion, elects to not repair or replace.
- b) Any breach of this agreement, including the rules and regulations, by the Owner.
- c) Upon 60 days written notice by the Marina.

The Marina shall be entitled to terminate this agreement immediately upon the occurrence of the above events. The Marina shall provide the Owner with notice of such termination in writing by delivery in person or by regular mail to the address provided in this agreement. Notice by personal delivery shall be effective as of the date delivered and notice by regular mail shall be effective eight (8) days after it is mailed. Upon termination, any amounts paid to the Marina under this agreement shall be applied to any sums owing to the Marina for service, storage, dockage and haulage fees and any further amounts owing under this agreement. The outstanding balance, if any, shall be paid by the Owner.

\*Water level, or lack thereof, shall **not** serve as a condition for termination of this agreement\*

**No Waiver:** A waiver of any one or more of the terms and conditions herein contained shall not be deemed to be a 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.

**Third Party Service:** The Owner agrees that self-employed or independent contractors, hired by the Owner, to work on the Owner's boat while it is on Marina property, including all waters within the Marina boundaries, must demonstrate that they carry commercial general liability insurance and personal injury liability insurance, each to the sum of one million (\$1 000 000) and each including coverage for pollution liability.

Contractors must also demonstrate evidence of workers compensation coverage for all employees who will work at the Marina.

**Notice of Replacement Boat:** The Owner agrees that the terms of this agreement shall apply to the Boat or any additional or substitute boats brought onto the Marina premises by the Owner. The Owner hereby agrees to provide the Marina with notification of any such additional or substitute boat.

**Corporate Authority:** If the Owner is a corporation, the person signing this agreement hereby acknowledges as follows:

- i. That he or she has the authority to bind the corporation; and
- ii. That the Owner has all necessary corporate power, authority and capacity to enter into this agreement and to perform its obligations under this agreement; and
- iii. That the execution and delivery of this agreement and the consummation of the transaction contemplated under it have been duly authorized by all necessary corporate actions on the part of the Owner.

**Executors, Heirs, Administrators:** This agreement shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns and all references to the Owner shall bind the actual Owner and Owners of the Boat and their respective heirs, executors, administrators, personal representatives, successors and assigns.

**Waiver of Claims, Release of Liability:** The Owner hereby waives any and all claims that I have, or may in the future have, against the Marina. The Owner hereby releases and forever discharges and holds harmless Harbour Lights Marina from any and all liability, claims and demands of whatever kind of nature including but limited to, any loss, damage, injury, including death, or expense that the Owner may suffer, either directly or indirectly, either in law or equity, which arise, or may hereafter arise from my use of the Marina and its premises and waters, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act R.S.O. 1990 c.O.2, on the part of the Marina.

# Harbour Lights Marina

## Schedule 2 - Rules and Regulations

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1. A boat may be boarded by Marina employees in the event of an emergency which may, in the opinion of the Marina, exist
2. It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the Marina and, if not acceptable, Marina staff will adequately secure the boats and assess appropriate service fees
3. No refuse of any kind will be thrown overboard. Garbage and recycling materials must be deposited in the appropriate bins supplied for that purpose. Do not store garbage near your docking area
4. Only one approved dock box at each dock. No wooden boxes or boxes that stand over 4 feet – please note those in use at the marina and check with staff when in doubt
5. Docks and surrounding land are to be kept clean at all times, personal belongings and décor must be appropriately stored in your dock box or boat when you are not present. For this reason, stowable and foldable chairs are preferable
6. Vessels can only be filled at the designated fuel dock and under the auspices of the Technical Standards and Safety Act, 2000, S.O. 2000, c1.6. Under no conditions is gasoline or diesel to be transported from portable cans to a craft's fuel tank in the harbour operated by the Marina
7. Keep noise levels to a minimum at all times and exercise reasonable care in the operation of engines, radios, etc. Quiet time is 11:00pm to 8:00am. Guests are the host boater's responsibility. The Marina will not permit any unlawful, improper or otherwise offensive use of Marina property, treatment of staff or threats towards another boater.
8. Camp fires must be kept low, controlled and extinguished by 11:00pm
9. Swimming is not permitted in the marina
10. Parents are responsible for their children's behavior at all times, young children must be accompanied by an adult at all times and it is recommended that they wear life jackets when in boats or near the water
11. Pets shall be leashed within the confines of the Marina, all droppings are to be scooped up in accordance with local by-law . Do not leave dogs unattended when away from the Marina
12. All construction or alteration on/to the property must be **approved by management**. Decks must be removed in the fall to allow staff unimpeded access to docks, water lines and electrical service with the necessary equipment
13. No tents in the marina at any time without **prior approval** – Dusk to dawn policy will apply
14. While on Marina premises, land speed limit is 15 kmh; while in the channel, vessel speed limit is 5 mph (until you clear the North and South pier, your vessel should leave **NO WAKE**.)
15. All personal property must be removed from the Marina areas before November 1<sup>st</sup> and upon termination of agreement

### Clubhouse Washroom Combination:

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1. Turn latch to the left to clear it
  2. Push button 1 and release, push button 4 and release
  3. TURN LATCH **TO THE RIGHT** (CLOCKWISE) TO OPEN
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### Emergency Response Addresses:

<b>Lake Front Basin</b> emergency response address:	<b>76601 Jowett's Grove Road, Bluewater</b>
<b>River Front Basin</b> emergency response address:	<b>48 Fisherman's Wharf Road, Bluewater</b>
<b>West Basin</b> emergency response address:	<b>33 Charthouse Hill, Bluewater</b>
<b>West River</b> emergency response address:	<b>39 Charthouse Hill, Bluewater</b>
<b>East River</b> emergency response address:	<b>39 Charthouse Hill, Bluewater</b>
<b>East Basin</b> emergency response address:	<b>34 Charthouse Hill, Bluewater</b>

# THE CLEAN MARINE POLICY

## Schedule 3

- A) This marina understands and recognizes the vital importance of maintaining a clean natural environment as being fundamental to its activities.
- B) In accepting and adopting those best management principles and operating practices that are appropriate to its operation, this marina commits itself to the best of its ability to:
1. Eliminate the release of contaminants to the water column, both directly and indirectly.
  2. Minimize the release of pollutants to the atmosphere.
  3. Avoid contamination of the ground.
  4. Adopt waste reduction, reuse and recycling strategies.
  5. Optimize energy and water conservation.
  6. Promote good environmental practices to all parties.
  7. Abide by and, where possible, exceed the requirements of all relevant legislation.
- C) The marina management will introduce sound environmental practices into every aspect of our operation; we will train our employees to understand and implement these practices; we will provide the resources that are needed to allow the policy to be fulfilled.
- D) The philosophy of this policy will be integrated into the contract between the marina and our customers.
- E) All suppliers and subcontractors will be made aware of the intent of this policy and will be encouraged to adopt the same good practices where appropriate.
- F) The marina also commits itself to an ongoing program of self-evaluation. We will strive to continually upgrade and improve our environmental performance in light of future developments in marina management techniques and product availability.

C. Neely (Management)

March 1, 2019

# Harbour Lights Marina

519-565-5150

Winter Storage – October 2021 through May 2022

Summer Dockage – 2022

P.O. Box 38

Bayfield, ON

N0M 1G0

## Dockage Only

Option A – Payment in **TWO** installments

1. Sept. 15<sup>th</sup>, 2021 – half (1/2) plus total HST
2. Jan. 1<sup>st</sup>, 2022 – balance owing

**Or**

Payment made after September 15<sup>th</sup>, 2021

Option B – Payment in full by September 15<sup>th</sup>, 2021

		Lake Front	River	East Basin	River Front	West Basin	Bow Rider (See note)
	<b>DOCKAGE ONLY</b>	per foot	per foot	per foot	per foot	per foot	per foot
Option A	Payment in <b>TWO</b> installments	\$89.50	\$85.50	\$85.50	\$77.75	\$77.75	\$72.00
Option B	Payment in full by Sept. 15 <sup>th</sup> , 2021	\$84.50	\$80.50	\$80.50	\$72.75	\$72.75	\$67.00

## Winter Storage and Dockage

Option A – Payment in **TWO** installments

1. Sept. 15<sup>th</sup>, 2021 – half (1/2) plus total HST
2. Jan. 1<sup>st</sup>, 2022 – balance owing

**Or**

Payment made after September 15<sup>th</sup>, 2021

Option B – Payment in full by September 15<sup>th</sup>, 2021

		Lake Front	River	East Basin	River Front	West Basin	Bow Rider (See note)
	<b>WINTER STORAGE &amp; DOCKAGE</b>	per foot	per foot	per foot	per foot	per foot	per foot
Option A	Payment in <b>TWO</b> installments	\$100.50	\$96.50	\$96.50	\$88.75	\$88.75	\$83.00
Option B	Payment in full by Sept. 15 <sup>th</sup> , 2021	\$95.50	\$91.50	\$91.50	\$83.75	\$83.75	\$78.00

## Services

Launch	\$11.75
Launch – mast up	\$12.75
Step a mast – boat length	\$15.00 per foot
Haul out and wash	\$13.00 per foot
Haul out and wash – mast up	\$14.00 per foot
Unstep a mast – boat length	\$15.00 per foot
Mast hoist rental	\$80.00
Winter Storage – only	\$16.00 per foot

Winter Storage – indoors – per sq.foot (Must be paid prior to Haul Out)	\$3.50 per sq.ft
Blocking	\$90.00
Cradle rental – if available	\$200.00
Not Present charge	\$225.00
Lift cradle for trucking	\$50.00
PWC	\$750.00

**Note 1 – Trucking to be quoted**

**Note 2 – A bowrider does not have sleeping quarters**