

GRAND HARBOUR

150 Laguna Parkway, Brechin, ON L0K 1B0 • Tel: 705-558-9533 • hello@grandharbourmarina.ca
www.grandharbourmarina.ca



TRANSIENT MOORING LICENCE AGREEMENT

SLIP ASSIGNED		DATE IN	
DATE OUT			
OWNER(S)			
ADDRESS			
CITY		PROVINCE / STATE	
POSTAL CODE / ZIP		EMAIL ADDRESS	
HOME PHONE		WORK PHONE	
CELL PHONE		FAX	

NAME OF BOAT			
LICENCE NUMBER			
LENGTH		BEAM	

CHARGE PER DAY	× DAYS		SUBTOTAL \$
POWER REQUIREMENT: ☐ 15 AMP ☐ 30 AMP ☐ 50 AMP			\$
			HST \$
			TOTAL \$

I/we have read and accept the conditions of this Mooring Licence.

Signature — Boat Owner / Operator

Marina Representative

AGREEMENT BETWEEN Grand Harbour Marina (hereinafter called "MARINA") AND THE OWNER (hereinafter called "OWNER"):

RULES AND REGULATIONS

01. Check-out time is 11:00 daily.
02. No generators are to be run in the Marina except on written authority of a Marina representative.
03. A noise curfew of 10:00 p.m. will be strictly enforced.
04. No bilge pumps are to be turned on in the Marina and all applicable environmental protection laws, both federal and provincial, shall be observed at all times.
05. Registered boaters must tie off their slips if going out for a sail/cruise.
06. Dock passes must be shown to gain entry to the docks.

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07. All guests must follow the CLEAN MARINA POLICY as posted.
08. All companies and individuals using the facilities of the Marina as a workplace for repairing, renovating or selling of boats must have written permission from the Marina.
09. Marina shall have a lien against the boat of the Owner, her appurtenances and contents for unpaid sums due for use of any dock facilities or other services or for damage caused or contributed to by the above-described boat or by Owner to any docks or property of Marina or any person at the Marina.
10. This agreement is for the services provided and such space and services and marina equipment is to be used at the sole risk of Owner. The Marina, its council, executor, managers, employees and agents shall not be liable for the care or protection of the boat, its owner, crew and any other persons associated with the boat as well as their personal property or for any loss or damage of whatever nature to the boat, her contents, gear, equipment, whether due to the sole negligence of Marina or otherwise. The Owner indemnifies and holds Marina harmless against any loss, cost, suit or claim arising out of the use of the above-mentioned space, services or marina equipment or any handling of the boat in connection therewith, whether or not such loss, cost, suit or claim is based upon the sole negligence of marina or otherwise.
11. In the event of any emergency or when deemed necessary by the Marina for any other circumstances, the owner shall be prepared to move their boat in accordance with Marina instructions. Unattended boats will be moved at the Owner's expense and risk.
12. This agreement shall be in effect, unless terminated, in accordance with the following conditions:
 - (a) by destruction of the mooring facilities by fire, storm or other force majeure.
 - (b) in the event Owner shall make a bona fide sale of the boat listed in the agreement.
 - (c) by breach or default as provided in the terms and conditions attached.
13. Owner agrees to comply with all posted rules and regulations as fully as though they were set forth herein and should breach of this agreement or violation of posted rules and regulations occur, in the sole opinion of the Marina, this agreement shall terminate immediately and the Marina may remove the boat from her mooring or storage space at the Owner's risk and expense and retake possession of said space or spaces.
14. Waiver of any conditions by Marina shall not be deemed to be a continuing waiver and the conditions of this licence and/or with the right to adjust the fees with an extension of this licence shall be at the discretion of the Marina until the property is removed from the site or a new form of licence is established. Any outstanding accounts shall be levied a ____% monthly carrying charge.
15. Charcoal fires or gas barbecues will not be permitted within the confines of the Marina area except in areas designated for such use.
16. Swimming is not permitted within the Marina and young children are required to wear life jackets and be accompanied by adults when on or near docks and boats.
17. Pets shall be leashed within the confines of the Marina in accordance with all local by-laws.
18. The Owner agrees that they will not store supplies, accessories, debris or other materials on the docks and that the Owner will not construct thereon any locker, chests or other structures without written permission of the Marina.
19. Closed shoes and approved personal flotation devices must be worn by all boating clientele and guests while on the Marina docks and property.

Owner

Marina Representative

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LICENCE ONLY

In respect of the services provided for in this Licence, the Owner acknowledges that he/she is a licensee in respect of the dockage spaces and/or the car/trailer parking spaces which may be assigned to him/her by the Marina from time to time with a right to use those facilities, at his/her own risk, together with all rights to access those facilities and the Boat and/or car or trailer for which he/she is licensed to use those facilities. This Licence's conditions and rules will be extended by the Marina at its discretion with revised conditions if applicable.

USE OF SPECIFIC SPACE

This Licence 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 Licence. 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 costs 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 the 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 Licence, as well as for personal injury sustained by the Owner, his/her invitees, crew, family and guests or any third party while on the Marina premises pursuant to this Licence, 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 Licence 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 costs of any increased insurance premium required to be paid by the Marina.

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RULES & REGULATIONS

The Owner agrees to conduct himself/herself in compliance with all rules and regulations of the Marina. 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 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 Licence 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.

REPAIR & 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 Licence as a storer and/or repairer. 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. The Marina shall be entitled 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 Licence 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 calamity.
- (b) Any breach of this Licence, including the rules and regulations, by the Owner.

The Marina shall be entitled to terminate this Licence 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 Licence. 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 Licence shall be applied to any sums owing to the Marina for service, repair, storage, dockage and haulage fees and any further amounts owing under this Licence. The balance of funds, if any, shall be returned to the Owner.

NO WAIVER

A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions of this Licence other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.

THIRD PARTY SERVICE

The Owner further agrees that while his/her Boat is on the Marina's premises, he or she shall not hire or permit any person or any company, other than the Marina, to perform any labour thereon or to make installation of equipment thereon, it being understood that the Marina does not permit third parties to complete or conduct labour or services on its premises without its express written authorization due to insurance and occupiers' liability concerns. When the Marina does not directly offer these services, permission from the Marina administration must be obtained for an offsite company to work on the Marina premises. The foregoing limitation is not intended to prevent the Owner or his/her regular crew from doing such work on his/her Boat, provided such work is approved in writing by the Marina.

NOTICE OF REPLACEMENT BOAT

The Owner agrees that the terms of this Licence 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.

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CORPORATE AUTHORITY

If the Owner is a corporation, the person signing this Licence 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 Licence and to perform its obligations under this Licence; and,
- (iii) that the execution and delivery of this Licence and the consummation of the transaction contemplated under it have been duly authorized by all necessary corporate actions on the part of the Owner.

RULES AND REGULATIONS IN THE MARINA

01. Periodic safety inspections may be required by the employees of the Marina and a boat may be boarded by Marina employees in the event of an emergency which may, in the opinion of the Marina, exist.
02. 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.
03. No refuse of any kind will be thrown overboard and that garbage and recyclable material must be deposited in the appropriate bins supplied for that purpose and failure to do so will lead to a request that the Owners remove the refuse from the complex to an alternate recycle program.
04. No bilge pumps to be turned on in the harbour and all applicable environmental laws shall be adhered to.
05. 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.
06. Painting, scraping or repairing of gear will not be permitted in the Marina with the extent of repairs and/or maintenance to be made in any case at the discretion of the Marina. The Clean Marine Policy and Rules of the Marina must be adhered to.
07. Charcoal fires or gas barbeques will not be permitted within the confines of the Marina area except in areas designated for such use.
08. Keep noise levels to a minimum at all times and exercise reasonable care in the operation of generators, engines, radios, etc., so as not to cause a nuisance to others (indication of noise curfew).
09. Swimming is not permitted in the Marina.
10. Young children must be accompanied by adults at all times and they must wear life jackets when in small boats or near the water. Closed shoes and approved personal floatation devices must be worn by all clientele and guests while on the docks and waterfront property.
11. Pets shall be leashed within the confines of the Marina in accordance with local by-laws.
12. The Owner agrees that he/she will not store supplies, accessories, debris or other materials on the docks and that he/she will not construct thereon any locker, chests or other structures without written permission of the Marina.
13. In the event that a boat sinks at the dock or elsewhere in the Marina area, the Owner agrees to remove such wreck immediately. If the Owner fails to do so, the Marina will remove the wreck at the Owner's risk and expense.
14. The Marina reserves the right to rent the mooring facility provided under this Licence when vacant for a period of time in excess of twenty-four (24) hours.
15. All personal property must be removed from the Marina areas upon termination of the Licence.
16. All power and auxiliary power vessels will be under said power when entering or leaving the harbour.

EXECUTORS, HEIRS, ADMINISTRATORS

This Licence 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 or Owners of the Boat and their respective heirs, executors, administrators, personal representatives, successors and assigns.

ENTIRE LICENCE

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This Licence shall constitute the entire Licence between the parties. There is no representation, warranty, condition or collateral agreement affecting this Licence other than as expressed herein in writing and any amendments hereto must be made in writing and signed by the Owner and Marina. The Licence shall be read with all changes of gender and number required by the context.

JURISDICTION

The rights and obligations under this Licence shall be interpreted and construed in accordance with the laws of the Province of Ontario.

WAIVER OF CLAIMS, RELEASE OF LIABILITY

The Owner hereby waives any and all claims that I have, or may have in the future, against the Marina. The Owner hereby releases and forever discharges and holds harmless the Marina from any and all liability, claims and demands of whatever kind of nature including, but not limited to, any loss, damage, injury, including death, or expense that the Owner may suffer, either directly or indirectly, either in law or in 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.0.2, on the part of the Marina.

Owner

Marina Representative