

THE MARINA AT ONTARIO PLACE - SEASONAL / VISITOR MOORING AGREEMENT

PARTS A, B, C AND D TO BE COMPLETED BY BOATER

A. BOATER

NAME: _____ DATE: _____

ADDRESS: _____ CITY: _____ PROV: _____ POSTAL CODE: _____

BUS. PHONE: _____ HOME: _____ CELL: _____

EMAIL: _____ IN CASE OF EMERGENCY: _____

B. VESSEL

BOAT NAME: _____ MAKE: _____ REG NO. _____

OVERALL LENGTH (INCLUDING BOWSPRITS, DINGHIES, PERSONAL WATERCRAFT, DAVITS AND SWIM PLATFORMS): _____

BEAM: _____ DRAFT: _____ HEIGHT OF MAST ABOVE WATERLINE: _____

SHOREPOWER REQ'D: NO POWER; 30 AMPS; 2X 30 AMPS; 50 AMPS; OTHER _____

CHECK ALL APPLICABLE: SAIL POWER GAS DIESEL SINGLE INBOARD I/O TWIN OUTBOARD

SPECIAL REQUIREMENTS (IDENTIFY): _____

C. INSURANCE

INSURER: _____ POLICY NO.: _____ EXPIRY DATE: _____

COPY OF INSURANCE DECLARATION / SLIP PROVIDED

D. PAYMENT

CREDIT CARD CHEQUE DEBIT CARD CASH

CREDIT CARD NUMBER: _____ EXPIRY DATE: ____/____/____ CVC: _____

NAME ON CREDIT CARD: _____ SIGNATURE: _____

E. OFFICE USE ONLY

OVERALL LENGTH (MIN. 20 FT.): _____ ft. ASSIGNED SLIP #: _____

x FEE PER FOOT: _____

+ HST: _____

\$50 PARKING PERMIT DEPOSIT: _____

TOTAL FEE DUE: _____

ASSIGNED SLIP #: _____

FEE PAID IN FULL:

50% OF FEE PAID:

BALANCE DUE: _____

MOORING START DATE: _____ MOORING END DATE: _____

Arrival Time: any time after 12:00PM on Mooring Start Date

Departure Time: any time before 10:00AM on Mooring End Date

The personal information in this form is collected under the authority of the *Ontario Place Corporation Act, R.S.O. 1990, c. O.34, sections 8 and 9* and is used only for the administration of the Mooring Agreement including the provision of mooring slips, notices and emergency contact, and for the promotion of the Marina and Marina activities. Non-identifiable information is collected and used for statistical purposes. Questions concerning the collection of personal information may be directed to The Office of the General Manager, Ontario Place Corporation, 955 Lake Shore Blvd West, Toronto, ON M6K 3B9, 416-314-9900.

In consideration of the Ontario Place Corporation ("OPC") executing this Agreement, the Boater represents and warrants that it has read the terms and conditions set out below and in the Rules and Regulations (the "Rules"), and agrees to be bound by them.

Boater's Signature: _____ Date: _____

If Boater is an individual, Boater's signature must be witnessed:

Witness Signature: _____ Witness Name: _____

Agreement Accepted by Ontario Place Corporation:

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

TERMS AND CONDITIONS

1. Definitions.

A capitalized term not otherwise defined in Parts A through E, in these Terms and Conditions or in the Rules and Regulations, shall have the meaning set out below

"**Agreement**" means this Mooring Agreement and includes these **Terms and Conditions** and the **Rules**;

"**Boater**" means the person described under "A" above and for the purposes of sections 2 and 5 below includes a Guest;

"**Guest**" means any person who the Boater has for any reason permitted, directly or indirectly, to board the Vessel or to be in the vicinity of the Boat. Guests include friends, family, mechanics, cleaners, contractors, Workers, crew and other service or repair personnel, partners, directors, officers, employees, agents and passengers;

"**Marina**" means the South Marina Area, the North Marina Area as noted in the Map set out in s. 13.4 of the Rules, and the related grounds, buildings, facilities, harbours as well as the approach channels designated, marked and buoyed by OPC;

"**Mooring Term**" means the period from and including the Mooring Start Date to and including the earlier of the Mooring End Date or the date on which this Agreement is terminated in accordance with section 12 below;

"**OPC Areas**" means all the lands, facilities and waters used, provided by or under the jurisdiction of OPC, and includes the Marina;

"**Rules**" mean "The Marina at Ontario Place – Rules and Regulations" as the same may be amended from time to time; and

"**Vessel**" means the boat described under "B" above, together with any and all personal property of every nature, kind and description located in or upon the Vessel or located in the proximity of the Vessel and owned by or in lawful possession of the Boater or any Guest;

2. Effective Date. Notwithstanding the Mooring Start Date, this Agreement will not take effect and the Boater will not be permitted to use the Slip unless and until: (a) the Agreement is fully executed signed by the Boater AND the OPC (including the Boater's initials required in s. 6 below); (b) the Boater has paid the fees in accordance with Part D above; (c) the Boater has paid all outstanding fees owed to the OPC under any prior agreements; and (d) the Boater has provided a copy of the insurance certificate.

3. Provision of Slip. Subject to the terms of this Agreement, OPC shall provide the Slip for the Mooring Term to the Boater.

4. Business Activities. The Slip and OPC Areas are to be used for the Boater's recreational purposes only. Neither the Boater nor a Guest may use the Boat, the Slip, or OPC Areas, or use the names or images of the Boat, the Slip, Ontario Place, OPC Areas or OPC directly or indirectly, for business purposes, whether revenue generating or not, without the prior written approval of OPC. Examples of prohibited business activities are set out in the Rules.

5. Compliance with Law. The Boater shall comply with all applicable laws at all times and agrees that: (a) the Vessel is, and will remain during the Mooring Term, (i) a pleasure craft, registered, identified and equipped in accordance with Canadian shipping laws, and (ii) in good mechanical and cosmetic condition with operating engines; (b) the Vessel will be operated under its own power, not in excess of 4 miles per hour, in the OPC Areas in accordance with safe boating principles; and (c) when the Vessel is in the OPC Areas the Vessel shall be under the

jurisdiction of the OPC.

6. Rules and Regulations. The Boater acknowledges that the Boater has a copy of the Rules (available at [insert website]) and that the Rules form part of this Agreement. A breach of any provision in the Rules by a Boater or a Boater's Guest shall be a breach of this Agreement by the Boater. **Boater's initials acknowledging receipt:** _____

7. Guests. A Boater is permitted to bring Guests, subject to the provisions of this Agreement. The Boater acknowledges that the Boater is, without limitation, fully responsible for the actions of a Boater's Guest.

8. Behaviour. The Boater shall not, and shall not permit Guests to, engage in any unlawful or improper conduct towards OPC employees, other boaters, guests, or any other person at Ontario Place. Examples of such conduct are set out in greater detail in the Rules.

9. Boater Risk, Limitation of Liability. This Agreement is for the provision of a boat slip and related services only. The Slip, services, any equipment and other facilities are used entirely at the risk of the Boater or a Guest. The Indemnified Parties shall not be liable for the care or protection either of the Vessel or of the Boater or a Guest, or for any loss, theft, damage or injury (including death) to the Boat, the person or property of the Boater or of a Guest, howsoever caused.

10. Indemnity The Boater hereby indemnifies and holds harmless the OPC, its directors, officers, employees, agents and contractors ("Indemnified Parties"), from and against any liability, loss, damages, costs and expenses (including legal fees), causes of action, actions, claims demands, lawsuits or other proceedings by whomever made, sustained or brought, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Boater or a Guest in connection with payment of fees due, the use of the Slip, the OPC Areas, or any of the OPC services, equipment or other facilities used by the Boater or a Guest.

11. Insurance. The Boater shall have and maintain for the Mooring Term such insurance as a prudent boater would have to cover the Boat, Guests and the OPC, and in any event at the minimum level required by the Rules.

12. Termination and Refunds. Either the OPC or the Boater may terminate this Agreement without cause and without liability by giving twenty-four (24) hours' prior written notice. A full refund will be issued if the Boater provides written notice of cancellation prior to the Mooring Start Date. After the Mooring Start Date, a prorated refund will be issued for the days from day the Vessel leaves the Marina to the Mooring End Date. If this Agreement is terminated by OPC for cause as permitted in the Rules, or if the Boater leaves before the Mooring End Date without providing twenty-four hours' written notice, there will be no reimbursement of the fees paid by the Boater. OPC's additional rights of termination are set out in the Rules.

13. Expiration and Obligation to Vacate Slip. This Agreement will expire on the last day of the Mooring Term ("Expiration Date"). The Boater will ensure that the Vessel is removed from the Slip on or before the Expiration Date. The Boater agrees that OPC may remove the Vessel from the Slip the day after the Expiration Date if the Boater has failed to remove the Boat. All costs incurred by the OPC will be reimbursed by the Boater.

14.0 General. No failure by either party to exercise any right under this Agreement will constitute a waiver of any provision of the Agreement. This Agreement constitutes the entire agreement between the OPC and the Boater with respect to the provision of the Slip and supersedes all other prior agreements, communications and understandings, both written and oral. This Agreement may not be amended or modified unless in writing and signed by both parties. The Agreement shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Sections 6, 9, 10, 13 and 14 of these Terms and Conditions and sections 2.1, 3.3, 3.5, 4.4, 10.2, 11.1, 12 and 13 of the Rules, survive the expiry or termination of this Agreement.