

# THE MARINA AT ONTARIO PLACE – RULES AND REGULATIONS

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## RULES AND REGULATIONS

### 1.0 APPLICATION AND AMENDMENT

#### 1.1 Application.

These rules and regulations (the “**Rules**”) apply to all persons using the facilities and services of, or accessing a vessel docked at or operated from OPC Areas including the Marina at Ontario Place. At the discretion of the OPC: (i) Boaters who fail to abide by the Rules will have their Agreement terminated; and (ii) Guests who fail to abide by the Rules will be asked to leave the OPC Areas and may be subsequently prevented from re-entry.

#### 1.2 Amendment.

OPC reserves the right to amend the Rules at any time. OPC will give a Boater 30 days’ notice of any new or amended Rules before the amendment will be enforced.

### 2.0 DEFINITIONS

#### 2.1 In these Rules, the following terms shall have the following meanings:

“**Agreement**” means a Mooring Agreement executed by a Boater;

“**Boater**” means the person who enters into the Agreement;

“**Designated Parking Lot**” means an area within the OPC Areas that is designated by OPC for public parking.

“**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 Vessel; Guests include friends, family, mechanics, cleaners, contractors, Workers, crew and other service or repair personnel, partners, directors, officers, employees, agents and passengers.

“**OPC Areas**” means all the lands, facilities and waters used, provided by or under the jurisdiction of OPC, and includes the Marina and the Designated Parking Lots;

“**Marina**” means the South Marina Area, the North Marina Area and the related grounds, buildings, facilities, harbours as well as the approach channels designated, marked and buoyed by OPC;

“**Mooring Term**” has the meaning set out in the Agreement;

“**North Marina Area**” includes the mooring facilities located under of bridge 6 and under bridge 10;

“**South Marina Area**” includes the mooring facilities located on the north and south sides of bridge 5;

“**Vessel**” means the boat that is the subject of the Agreement and includes any and all personal property of every nature, kind and description, including, without limiting the generality of the foregoing, credit cards and instruments, financial securities and cash, located in or upon the Vessel or located in the proximity of the boat and owned by or in lawful possession of the Boater or any Guest;

“**Worker**” means any person is retained by the Boater to undertake any work;

### **3.0 MOORING**

#### **3.1 The Application Process.**

An application for mooring is available from the Marina’s office or can be found on line at: <http://www.ontarioplace.com/marina>. Please complete the application in accordance with the instructions and submit to OPC. If the application is accepted by the OPC, the OPC will execute the Agreement and it will take effect in accordance with the terms of the executed agreement.

#### **3.2 Overall Vessel Length.**

The overall length of a Vessel includes bowsprits, dinghies, personal watercraft, davits and swim platforms. To determine the overall length of a Vessel, add the nominal hull length as stated by the manufacturer to the length of all equipment and accessories that extend beyond the bow or stern (e.g. bowsprits, motors, pulpit, overdrive, etc.). OPC may confirm the length of a Vessel at its discretion. Should additional fees be payable by the Boater, they will be paid as required by OPC.

#### **3.3 Payment.**

A minimum 50% deposit must accompany all applications received before the intended Mooring Start Date. Payment can be made by credit card, debit card, cash or by cheques made payable to “Ontario Place Corporation”. If the application is accepted, the balance is due on the Mooring Start date indicated in the Agreement.

#### **3.4 Slip Assignment.**

- (a) Slips are assigned at the discretion of the OPC. Dockage fees and slip assignments are determined by the overall length, type and height of a Vessel (including outboard motors, swim platforms, bow railings, anchors etc.). Dockage fees are calculated by multiplying the overall length of the Vessel by the dockage rate plus HST. In the event the overall length of a Vessel is less than 20 feet, it will be treated as having an overall length of 20 feet for the purpose of calculating the dockage fee. In the event the overall length of a Vessel is less than the length of the assigned Slip (e.g. 27’ Vessel in a 30’ slip), the dockage fee will be based on the slip length.
- (b) Slips assigned during one season are not necessarily available for the subsequent season. To request a specific slip for an upcoming season an application must be accompanied by a deposit equal to 50% of total fees and received by March 31. The balance due is due and payable on or before the Mooring Date set out in the Agreement. Applications for specific slips received after March 31 will be fulfilled on a first come first served basis.
- (c) A request to change slips must be made to OPC and is subject to the OPC’s written approval. Additional fees may apply.
- (d) OPC may require a Vessel to be moved to an alternative slip at the discretion of Ontario Place. Please see 3.5(d) below.

#### **3.5 Use of Mooring Slip.**

- (a) *General.* The Boater shall use the Slip only for the Vessel. The Boater shall not dock another vessel at the Slip, use another slip for the Vessel or dock the Vessel at another location at Ontario Place without the OPC’s prior written consent. The granting of permission to do any of the foregoing, including the replacement of the Vessel in the slip with a new boat, is within OPC’s sole discretion. The Boater may be required to complete additional applications and provide further information. Additional fees may apply.
- (b) *Alterations.* The Boater shall obtain OPC’s written approval before making any alterations to the Slip, including, but not limited to available voltage/ampereage. The Boater shall assume all costs of such alterations and shall return the Slip to its original condition on or before the last day of the Mooring Term.
- (c) *Unoccupied Slips.*
  - (i) The Boater shall notify the OPC in advance, anytime the Slip will be

- unoccupied for more than 24 hours.
  - (ii) The Boater agrees that the OPC may rent the Slip to another boater while it is unoccupied.
  - (iii) Slips cannot be sold or sub-let. If a Boater intends to sell the Vessel and will no longer have need of the Slip, the Boater must notify OPC in advance of the sale and must advise the purchaser that Slip cannot be transferred. The Agreement will terminate on the sale date. Unless the OPC and the purchaser have entered into an agreement that states otherwise, the Vessel must be removed from the Slip on the sale date.
- (d) *Relocation from Assigned Slip*
- (i) OPC may require the Vessel to be moved to a different slip with five (5) days' prior written notice. OPC may also require the Vessel to be moved away from the Marina for up to 10 days with 14 days' prior written notice.
  - (ii) If the Vessel is not removed within the time specified in the notice, OPC shall have the right to move the Vessel without further notice, whether or not the Boater has read the notice (e.g. Boater is away from the Vessel). If OPC is required to move the Boat, it shall take all reasonable care in doing so. Unless negligent, OPC shall not be responsible for any damage or mechanical failure to the Vessel that may occur during or as a result of the moving of the Vessel.
  - (iii) Should the Vessel be required to be removed from the Marina entirely, OPC shall refund the Boater on a pro-rata basis for the number of days away from the Marina. Any associated storage or removal costs will be at the expense of the Boater.
- (e) *Vacating the Slip.*
- Boats must be removed from the Slip and the OPC Area on or before the last day of the Mooring Term. Boats left beyond this date will be promptly removed and stored by a third party at the Boater's expense.

## **4.0 MAINTENANCE OF VESSELS, MOORINGS AND DOCKS**

### **4.1 Maintenance and Security of Vessels.**

- (a) Vessels must be kept in good cosmetic condition, clean and free of bird droppings and spider webs. Tarps are not permitted. Vessel decks must be neat and free of garbage and debris. Laundry may not be hung from Vessels, docks, piers or other structures in the OPC Areas.
- (b) The Boater must ensure that mooring lines are in good condition and used in sufficient quantity to secure the Vessel under all conditions. The OPC is not responsible for the inspection of mooring lines on a Vessel moored at the OPC Areas. The OPC is not liable for any damage caused in the event of a mooring line breaking or failing.
- (c) Boaters shall be responsible for properly securing their vessels in the event of severe weather so that no damage occurs to the Boater's vessel, other vessels or the Marina. If, in the sole opinion of the OPC, the Boater has not taken necessary and appropriate precautions, OPC may, but shall not be obligated to, appropriately secure vessels or prepare vessels for severe weather at the cost and expense of the Boater. The Boater shall be responsible for all damages to other boats and the Marina for failure to appropriately secure their vessels.
- (d) Boats must be kept in good mechanical repair. They must be able to enter and exit OPC Area waters under their own power at all times.
- (e) The Vessel shall be subject to periodic safety inspection by the OPC. OPC may board the Vessel at any reasonable hour for this purpose and at any time in the event of any emergency which may exist, in the sole opinion of the OPC.
- (f) No trailers are permitted on Ontario Place grounds or parking lots at any time. Trailers left anywhere on Ontario Place grounds or parking lots will be removed and stored, solely at the owner's expense, at an off-site independent vehicle impound/storage facility. No notice will be provided in advance of the trailer being removed. Storage and removal costs will be determined by the impound facility.
- (g) OPC does not supervise or provide security for the Vessel nor does it supervise, regulate or control or attempt to supervise, regulate or control the movement of any person or persons or the movement, management or control of any boat in the OPC Areas whether in proximity to the Vessel or not and regardless of whether any such

person has entered into an agreement with the OPC.

- (h) The Boater will maintain valid insurance on the Vessel that provides complete marine coverage for the Vessel including Protection & Indemnity, to an inclusion limit of not less than \$2,000,000 per occurrence. The insurance policy policies must name OPC as an additional insured. The Boater shall furnish current and valid proof of coverage to the OPC prior to using the Slip and thereafter upon request. The Boater is required to provide OPC with proof of a renewed policy prior to the expiry of the policy on file.

#### **4.2 Dock Areas.**

- (a) Personal items, (such as furniture, dock boxes, portable fuel can, propane tanks and barbeques) may not be left on the dock areas (i.e. the docks and surrounding onshore areas) without prior written approval of OPC. If items are left on the dock without permission from OPC, OPC will remove the items and notify the Boater, at which time the Boater will have seven (7) days to pick up items or the OPC will dispose of the items at the Boater's cost.
- (b) No refuse of any kind shall be thrown overboard or otherwise discarded in the OPC Areas. The Boater shall deposit garbage in the bins supplied for that purpose.
- (c) Supplies, accessories, debris or other materials shall not be stored in the OPC Areas and the Boater shall not construct any lockers, chests or other structures.
- (c) The Boat's toilets and holding tanks shall not be flushed in the OPC Areas. All toilet and holding tank waste must be disposed of in accordance with proper Marina procedures, which requires disposal at a pumping station either in the Marina or elsewhere.
- (d) No oil, inflammable liquids, oily bilges or other liquids shall be discharged in the OPC Areas.
- (e) Noise shall be kept to a minimum at all times. The Boater shall exercise good judgment in the operation of generators, engines, radios, etc. so as not to cause a nuisance to others.
- (f) The Boat's lines, ropes, and fenders are to be tied off to cleats and mooring rings only. Nothing is to be tied to any railing, bench or other fixture at any time.

#### **4.3 Work on the Boat.**

- (a) The Boater shall not retain a Worker to work on the Vessel while the Vessel is in the OPC Areas or at Ontario Place without the OPC's prior written approval of the proposed scope and days of work. If one or more Workers attend on days not approved by the OPC, the OPC reserves the right to refuse admission or otherwise eject the Workers from the OPC Areas.
- (b) All Workers must be insured. Upon arrival, the Worker must report to the Marina office prior to starting work. All work must be done between 9am-4pm Monday-Friday excluding holidays. Painting, scraping, sanding or gear repair may not be done in the OPC Areas at any time. OPC reserves the right to halt any mechanical work deemed to be a disturbance to others. Chemicals such as gasoline, diesel, paint, oil, and lubricants must be disposed of offsite.

#### **4.4 Emergencies.**

- (a) In the event of mechanical failure or other malfunction which, in the opinion of the OPC, constitutes an emergency or other threat to the safety of the Vessel or other boats in the OPC Areas, OPC may, but is not obliged to, make all emergency repairs that the OPC in its absolute discretion, deems necessary under the circumstances. These repairs shall be made as economically as reasonably possible and the Boater shall be liable for the costs incurred by the OPC. OPC has no duty to effect repairs and shall attract no liability whether or not it chooses to effect repairs.
- (b) In the event that the Vessel sinks at the Slip or elsewhere within the OPC Areas, the Boater shall immediately remove the Vessel. If the Boater fails to do so, OPC may remove the Vessel at the Boater's expense. Upon removal of the Vessel, OPC may immediately terminate the Agreement.

### **5.0 USE OF OPC AREAS AND FACILITIES**

**5.1 Recreational Use Only.**

The Marina is for recreational use only. Business activity is not permitted within the OPC Areas. For greater clarity the following activities are expressly prohibited at or from the OPC Areas: time sharing, bed and breakfast, Airbnb, harbour tours, vessel brokerage, party rentals, boatels, charters and schools.

**5.2 No Advertising.**

No advertising, soliciting or for sale signs shall be permitted in, on, or from the OPC Areas by the Boater without the prior written approval of the OPC, which, if granted, may be subject to conditions and fees. Subject to the foregoing, the use of identifiable images of Ontario Place in advertising or promotion is strictly forbidden.

**5.3 Compliance.**

The Boater shall comply with all applicable laws at all times. When the Vessel is within OPC Areas, the Boater shall comply with the Rules and the Vessel shall be under the jurisdiction of the OPC.

**5.4 Power and Speed Limits.**

Vessels shall be under power or auxiliary power when entering or leaving the OPC Areas. No boat shall exceed the speed of 4 miles per hour/15 km per hour in the Marina, including approach channels. Sails may not be raised in the Marina.

**5.5 No Swimming.**

Swimming and fishing are not permitted in the Marina Areas, including from the sunken ship breakwater.

**5.6 Garbage.**

No refuse of any kind shall be discarded in the OPC Areas except in bins supplied for that purpose.

**5.7 Fires.**

No open fires are permitted anywhere in or on the OPC Areas unless proper permit is acquired. The use of gas-fueled barbeque grills is permitted, subject to OPC's discretion.

**5.8 Use of OPC Areas at Own Risk.**

Boaters and Guests use the OPC Areas at their own risk.

**6.0 GUESTS**

**6.1 Boater is Responsible for Guests.**

Guests are the responsibility of the Boater at all times. The Boater is responsible for the actions of Guests and is responsible for ensuring that Guests do not contravene any provision of the Agreement or these Rules that are applicable to Guests.

**6.3 Limitations.**

The number of Guests permitted at any given time is limited to (length of the Boat) x (beam of the Boat) / 15. Guests under age 18 are not permitted except in the company of an adult. Children under 10 shall be accompanied by adults at all times and shall wear life jackets when near the water.

**6.4 Guest Parking and Access.**

Guests may park in a Designated Parking Area, subject to the availability of parking spaces.

**6.5 Guest Access.**

Guests entering the site between the hours of 12:00am – 5:00am, by foot (or bike etc.) must do so via west security and access the Marina via bridge 10. The Boater must inform security of Guests expected during these hours prior to entry. This can be done 24/7 by calling (416) 314-9977. OPC reserves the right, in its sole discretion, to restrict a Guest's access, either for a specified time period, or until the expiry or termination of the Agreement.

**7.0 BEHAVIOUR AND CONDUCT**

**7.1 Conduct Generally.**

Boaters and Guests must behave in a manner that is respectful and courteous to other boaters, guests, staff, and third parties within the OPC Areas.

**7.2 Improper Conduct.**

Improper conduct will not be tolerated under any circumstances. Improper conduct

includes, but is not limited to

- i) harassment;
- ii) conduct that may be considered threatening, including but not limited to yelling and use of profane language;
- iii) disorderly, indecorous or other inappropriate conduct that endangers safety, injures any person, causes damage to OPC property, harms the reputation of OPC or has the potential to result in any of these activities; and
- iv) unlawful acts.

Disciplinary action will depend on the circumstances and may include verbal or written warnings, removal from OPC Areas, suspension of access, termination of an Agreement or criminal charges.

### **7.3 Alcohol.**

Alcohol may only be consumed on Vessels.

### **7.4 Prohibited Substances.**

Substances prohibited by law are prohibited from the OPC Areas and Vessels in the OPC Areas.

### **7.5 Noise.**

Noise, including music, must be kept to a minimum at all times. Quiet hours are 11pm-7am (11pm-9am Sunday evenings to Mondays mornings and holidays)

## **8.0 MARINA PARKING AND ACCESS FOR BOATERS**

### **8.1 Parking.**

All vehicles must display either a ticket purchased from a machine in a Designated Parking Area or an original, valid, parking pass.

### **8.2 Designated Parking Areas.**

Parking is only permitted in a Designated Parking Areas. Designated Parking Areas may change from time to time, at OPC's discretion.

### **8.3 Tickets, Parking Passes and Access Cards.**

- a) Daily parking tickets may be purchased from a machine in a Designated Parking Area.
- b) Parking passes and access cards may be acquired from the Marina office for the applicable fee.
- c) Subject to the payment of the Mooring Fee and a refundable \$50.00 deposit, a seasonal Boater is entitled to one seasonal parking pass and two Marina access cards.
- d) Subject to payment of the Mooring Fee, a short-term Boater is entitled to a temporary access card. A short-term Boater may purchase a parking pass from the Marina office or a parking ticket from a machine in the Designated Parking Area.
- e) Parking passes and access cards may only be used by the Boater, or other individual, to whom they are issued. They may not be used by Guests. Parking passes and access cards must be used in accordance with the Rules.
- f) Parking passes and access cards issued by the OPC remain the property of the OPC. Individuals are responsible for the passes and cards issued to them. Losses must be reported to OPC immediately. Lost parking passes and access cards will be replaced for the applicable fee. Passes and cards are non-refundable.

### **8.4 Use of Parking Passes**

- a) Parking passes must be attached to a vehicle's rear view mirror in such a manner that the pass can be clearly read from outside of the vehicle while the vehicle is parked in a Designated Parking Area.
- b) The parking pass displayed must be the original parking pass issued by OPC; photocopies or counterfeit passes are not permitted. In the event that a vehicle is found displaying a photocopy or counterfeit pass, OPC is entitled to take one or more of the following actions: (i) deny entry to the Designated Parking Area; (ii) confiscate the photocopy or counterfeit pass; and (iii) revoke the original parking pass that was photocopied or on which the counterfeit was based.
- c) Vehicles with a parking pass: (i) cannot remain in the parking lot for longer than seven (7) consecutive days; (ii) must be parked in a Designated Parking Area; (iii) must abide

by all speed limits and access restrictions; and (iv) must not be parked in whole or in part on the fire lane, next to ANY doors, ramps or stairs, on ground bearing hash marks, or in locations marked with "No Parking" signs.

d) A parking pass does not guarantee access to parking.

#### **8.5 Compliance.**

Failure to comply with this section may result in a vehicle being tagged and/or towed at the Boater's expense. Boaters are responsible for the improperly parked vehicles of a Boater's Guests.

#### **8.6 Vehicle and its Contents.**

The OPC is not responsible for any vehicles or their contents stolen or damaged while parked at the Marina.

### **9.0 PETS**

#### **9.2 Pets.**

- (a) Pets must be leashed, or secured within the cabin of the Vessel at all times. Pets must not be left unattended in vehicles, the Vessel, other boats, on docks or any other part of the OPC Areas.
- (b) Pets are to be kept under control at all times. Boaters and Guests must clean up after their pets. A Boater is responsible for both its pets and the pets of its Guests', including for any disruption (noise etc.), harm (biting, jumping etc.) or damage (scratching, chewing etc.) caused to any person or property by one of these pets.
- (c) Failure to comply with this section will result in; (i) 1<sup>st</sup> offence: a written warning, (ii) 2<sup>nd</sup> offence: pet banned from property, (iii) 3<sup>rd</sup> offence: Vessel and Boater banned from property and the termination of the Agreement under section 10.

### **10. TERMINATION**

#### **10.1 By OPC for breach or improper conduct.**

Without fault or liability, OPC may terminate an Agreement:

- (i) on one (1) day's written notice to the Boater where, in the sole opinion of OPC, the Boater or a Guest breaches any term of this Agreement;
- (ii) immediately, upon giving notice to the Boater where, in the sole opinion of OPC the Boater or a Guest engage(s) in: (a) any illegal conduct; (b) any conduct or occurrence referred to under sections 4, 5, 7, 8 or 9 of the Rules or sections # 4, 5, 6, 7 and 8 of the Agreement.

#### **10.2 Consequences of termination by OPC.**

- (a) On termination under section 10.1, OPC may:
  - (i) evict and remove the Vessel, the Boater and any Guest from the OPC Area at the Boater's expense; and
  - (ii) repossess the Slip and rent it out to any other person.
- (b) An evicted Boater shall only be allowed on site after submitting a request in writing to the OPC, and for the sole purpose of removing the Vessel from the OPC permanently. The Boater shall be escorted at all times while on site.

#### **10.3 Suspension of Boater**

OPC, in its sole discretion, may decide to suspend the rights of the Boater where it has reason to believe that the Boater has breached the Agreement. During the investigation period, the Boater shall only be allowed in OPC Areas after submitting a request in writing to the OPC, and for the sole purpose of performing necessary maintenance or servicing of the Boat. The Boater shall be escorted at all times while in OPC Areas. Upon completion of the investigation, which shall not be unreasonably delayed, OPC will inform the Boater in writing that either (a) the suspension has been lifted (with or without conditions); or (b) the Agreement is terminated for breach or improper conduct as per section 10.1. In such an event, the Boater(s) must immediately comply with section 3.5(e).

### **11.0 NOTICE**

#### **11.1 Notices.**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, or email and shall be addressed to the addresses set out for OPC and the Boater on the front page of the Agreement. Unless otherwise provided in the Agreement, notices

shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of personal delivery or email one (1) business day after such notice is issued whether or not it is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or email.

## 12.0 RISK, LIMITATION OF LIABILITY AND INDEMNITY

### 12.1 Own Risk.

Boaters, Guests and other persons use the OPC Areas at their own risk.

### 12.2 No Liability.

OPC shall not be liable for the care or protection either of the Vessel, a vehicle, the Boater or a Guest for any loss, theft, damage or injury (including death) occasioned to the Vessel or to the person or the property of the Boater or Guest howsoever caused.

### 12.3 Indemnification.

The Boater hereby indemnifies and holds harmless the OPC, its directors, officers, employees, agents and contractors, from and against claims, by whomever made, sustained or brought, including for third party bodily injury (including death), personal injury and property damage, in any way based up, occasioned by or attributable to anything done or omitted to be done by the Boater in connection with the use of the Slip or any of the OPC services, equipment or other facilities used by the Boater or its Guests.

## 13.0 GENERAL

### 13.1 Rental of Slip Only.

The Agreement is for the rental of a slip and related services only and the provisions of the Agreement do not constitute nor shall they be construed to constitute an employer - employee relationship, an agency relationship, or a partnership or joint venture between the parties.

### 13.2 No Bailment.

The Agreement is not an agreement of bailment. The Boater is not the bailor of the Vessel nor is the OPC the bailee of the Boat. At all material times as between the Boater and the OPC, the Vessel shall be and shall be deemed to be in the possession of the Boater notwithstanding that the OPC may move or otherwise handle the Vessel pursuant to the terms of the Agreement. Any and all such moving or handling shall be deemed not to take the Vessel out of the possession of the Boater.

### 13.3 Liens Permitted.

OPC may place a lien against the Vessel and its contents for amounts due in respect of the use of the Slip, the cost of repairs for any damage caused to any OPC property by the Boater, a Guest or the Vessel and for any expenses incurred by the OPC on behalf of the Boater or other debts of the Boater due to the OPC under the terms of the Agreement. The OPC may give notice of the lien to the Boater, subject to the *Repairs and Storage Liens Act*, R.S.O. 1990, c. R.25.

### 13.4 Site Map

