

# 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 Boaters and their Guests using the facilities and services of, or accessing a Vessel docked at or operated from the Marina at Ontario Place and Ontario Place. At the discretion of OPC: (i) Boaters who fail to abide by the Rules will have their Mooring Agreement terminated; and (ii) Guests who fail to abide by the Rules will be asked to leave 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 provide 30 days’ notice in accordance with section 11 of these Rules of any amendments before the amendment will be enforced.

### 2.0 DEFINITIONS

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

**“Assigned Slip”** means the slip(s) assigned by OPC to a Vessel and identified on the applicable Mooring Agreement.

**“Boater”** means a person who enters into a Mooring Agreement.

**“Guest”** means any person who the Boater has for any reason permitted, directly or indirectly, to board the Vessel or Personal Watercraft or to be in the vicinity of the Vessel or Personal Watercraft. 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 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 Agreement”** means either a Seasonal Mooring Agreement or a Visitor Mooring Agreement executed by a Boater and OPC.

**“North Marina Area”** includes the mooring facilities and the areas under Bridges 6 and 10.

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

**“Personal Watercraft”** means any watercraft that is 8 feet or under (dinghy, jet ski, etc.) and that is kept in an Assigned Slip for any amount of time and includes 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, on or within the proximity of the Personal Watercraft, that are owned by or are in the lawful possession of the Boater or any Guest.

**“Seasonal Boater”** means a Boater with a Seasonal Mooring Agreement for a Vessel.

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

**“Vessel”** means a boat that is identified in a Mooring Agreement and includes 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, on or within the proximity of the Vessel, other than a Personal Watercraft, that are owned by or are in the lawful possession of the Boater or any Guest.

**“Visitor Boater”** means a Boater with a Visitor Mooring Agreement for a Vessel

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

## **3.0 MOORING**

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

An application and agreement for mooring is available from the Marina’s office or can be found on-line at <http://www.ontarioplace.com/marina>. The application must be fully completed, in accordance with the included instructions, before being submitted to OPC. Acceptance of an application is solely at the discretion of OPC. Without limiting that discretion, a Boater’s failure to abide by one or more Rules under an earlier Mooring Agreement or a Boater with outstanding rates and costs owed to OPC may cause an application to be rejected. If the application is accepted by OPC, OPC will execute the agreement and it will take effect in accordance with its terms.

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

The overall length of a Vessel includes bowsprits, davits, swim platforms, (including outboard motors, swim platforms, bow railings, anchors, etc.), but excludes Personal Watercraft. 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.).

### **3.3 Dockage Fees.**

- (a) Vessels. Dockage fees for a Vessel are determined by the overall length of a Vessel. Dockage fees are calculated by multiplying the overall length of the Vessel by the dockage rate and adding HST. If 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. If the overall length of a Vessel is less than the length of the Assigned Slip where the slip is greater than 29 feet,(e.g. 27 foot Vessel in a 30 foot slip), the dockage fee will be based on the Assigned Slip length. OPC may confirm the length of a Vessel at its discretion. If OPC does so and determines that additional fees are payable by the Boater, the Boater will pay them immediately.
- (b) Personal Watercraft. The dockage fee for a Personal Watercraft is a flat rate and is set out in the rate sheet plus HST.

### **3.4 Payment.**

- (a) Seasonal Mooring Agreements. Upon OPC’s acceptance of an application for a Seasonal Mooring Agreement, the Boater must pay a minimum 50% deposit. Payment may be made by credit card, debit card, cash, or by cheque made payable to “Ontario Place Corporation”. The balance is due on the earlier of July 1, or when the Vessel first enters the Marina.
- (b) Visitor Mooring Agreements. Upon OPC’s acceptance of an application for a Visitor Mooring Agreement, the Boater must pay a minimum 1-night deposit to reserve a visitor slip. The balance is due upon the Vessel entering the Marina.

### **3.5 Slip Assignment.**

- (a) Slips are assigned at the discretion of OPC. Slip assignments are determined by the overall length (see subsection 3.2 above), type, beam and height of a Vessel.

- (b) Slips assigned during one season are not necessarily available for the subsequent season. To request the previous season's Assigned Slip, the application and 50% deposit must be received by March 15. Applications for specific slips received after March 15 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 OPC's written approval. Additional fees may apply.

### **3.6 Use of Mooring Slip.**

- (a) Definition. For the purposes of this sub section 3.6, the term "Vessel" includes any Personal Watercraft.
- (b) General. The Boater shall use the Assigned Slip only for the Vessel. The Boater shall not dock another vessel at the Assigned Slip, use another slip for the Vessel or dock the Vessel at another location at Ontario Place without OPC's prior written consent. The granting of permission to do any of the foregoing, including the replacement of the Vessel in the Assigned Slip with a new vessel, is within OPC's sole discretion. The Boater may be required to complete additional applications and provide further information. Additional fees may apply.
- (c) Alterations. The Boater shall obtain OPC's written approval before making any alterations to the Assigned Slip, including, but not limited to, available voltage/amperage. The Boater shall assume all costs of such alterations and shall return the Assigned Slip to its original condition on or before the last day of the Mooring Agreement.
- (d) Unoccupied Slips.
  - (i) A Seasonal Boater shall notify OPC in advance anytime the Assigned Slip will be unoccupied for more than 24 hours.
  - (ii) A Seasonal Boater agrees that OPC may permit another boater to use the Assigned Slip while it is unoccupied. As compensation to the Seasonal Boater, OPC will provide a reduction in next year's dockage fees equivalent to 10% of the pre-tax income OPC earns from the Assigned Slip while unoccupied.
  - (iii) Seasonal Boaters shall not sell or sub-let Assigned Slips. If a Seasonal Boater intends to sell the Vessel and will no longer have need of the Assigned Slip, the Seasonal Boater must notify OPC in advance of the sale and must advise the purchaser that the Assigned Slip cannot be transferred. The Mooring Agreement will terminate on the sale date. Unless OPC and the purchaser have entered into a written agreement that states otherwise, the Vessel must be removed from the Assigned Slip on the sale date.
- (e) Relocation from Assigned Slip
  - (i) OPC may require the Vessel to be moved to a different slip with five (5) days prior written notice to the Boater. OPC may also require the Vessel to be moved away from the Marina for up to 10 days with 14 days prior written notice to the Boater.
  - (ii) If the Boater does not move the Vessel within the time specified in the notice, OPC shall have the right to move the Vessel without further notice. If OPC is required to move the Vessel, it shall take all reasonable care in doing so. Unless grossly 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. All costs incurred by OPC in moving the Vessel shall be paid by the Boater.
  - (iii) Should the Vessel be required to be removed from the Marina entirely through no fault of the Boater, OPC shall refund the Boater's paid mooring fees on a pro-rata basis for the number of days the Vessel is required to be away from the Marina. Any associated storage or removal costs will be at the expense of the Boater.
- (f) Vacating the Assigned Slip. Vessels must be removed from the Assigned Slip and OPC Area on or before the last day of the Mooring Agreement. Vessels left beyond this date will be charged at the daily mooring rate and are subject to being removed and put into storage at the Boater's expense.

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

### **4.1 Definition.**

For the purpose of this section 4.0, reference to a Vessel includes all associated Personal Watercraft.

### **4.2 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 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. OPC is not responsible for the inspection of mooring lines on a Vessel moored at OPC Areas. 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 Vessel, the vessels or personal watercraft of other persons, or the Marina. If, in the sole opinion of OPC, the Boater has not taken necessary and appropriate precautions, OPC may, but shall not be obligated to, appropriately secure the Vessel or prepare the Vessel for severe weather at the cost and expense of the Boater. The Boater shall be responsible for all damage caused by the Vessel to other boats and the Marina as a result of the Boater's failure to appropriately secure the Vessel.
- (d) Vessels 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 OPC. OPC may board the Vessel at any reasonable hour for this purpose.
- (f) No trailer storage is permitted in OPC Areas, including the Parking Lots, at any time. Trailers will be removed and stored, solely at the Boater'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. The daily mooring rate will apply to a trailer prior to its removal.
- (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 other vessels or personal watercrafts in OPC Areas whether in proximity to the Vessel or not and regardless of whether any such person has entered into a Mooring Agreement with OPC.
- (h) The Boater will maintain valid insurance on the Vessel. The insurance must provide complete marine coverage including protection and indemnity, to an inclusion limit of not less than \$2,000,000 per occurrence. The insurance policies must name OPC as an additional insured. The Boater shall furnish current and valid proof of coverage to OPC prior to using the Assigned Slip and thereafter upon request. The Boater is required to provide OPC with proof of a renewed policy prior to the expiry of the policies on file.

### **4.3 Dock Areas.**

- (a) All personal items, (such as furniture, dock boxes, portable fuel cans, propane tanks and barbeques) must stay on the Vessel. Items found placed on the docks or shore will be removed by OPC. OPC will provide notice of the removal to the Boater, at which time the Boater will have seven (7) calendar days to retrieve items. Unclaimed items will be disposed of at the Boater's expense. Boaters with an Assigned Slip at a fixed dock in the North Marina Area, may place one dock box on the dock by their Vessel which measures less than 85" wide/long, 24" deep, and 30" high. South Marina Area dock boxes must be hung from the Vessel and cannot be placed on shore nor on the docks.
- (b) No refuse of any kind shall be thrown overboard or otherwise discarded in 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 OPC Areas and the Boater shall not construct any lockers, chests, or other structures.

- (d) The Vessel's toilets and holding tanks must not be flushed in 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.
- (e) The Boater may not discharge oil, inflammable liquids, oily bilges or other liquids in OPC Areas.
- (f) 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.
- (g) The Vessel'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.

#### **4.4 Work on the Vessel.**

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

#### **4.5 Emergencies.**

- (a) Emergency Situations. The determination of an emergency is at the discretion of OPC.
- (b) Repairs. In the event of a mechanical failure or other malfunction of the Vessel and/or Personal Watercraft which constitutes a threat to the safety of the Vessel or other Vessels in OPC Area, OPC may, but is not obliged to, make all emergency repairs that 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 OPC. OPC has no duty to effect repairs and shall attract no liability whether or not it chooses to effect repairs.
- (c) Sinking. In the event that the Vessel sinks at the Assigned Slip or elsewhere within 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 Mooring Agreement in accordance with section 10.
- (d) Boarding. OPC may board the Vessel at any time in the event of any emergency.
- (e) Moving of Vessel. In the event of an emergency, OPC is permitted to move the Vessel or require the Vessel to be moved to a different slip immediately. Notice of the new assigned slip will be provided to the Boater once the Vessel has been relocated.

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

#### **5.1 Recreational Use Only.**

The Marina is for recreational use only. Activities conducted in OPC Areas that involve exchange of goods or money are prohibited, including but not limited to: time sharing, bed and breakfast, Airbnb, GetMyBoat, harbour tours, vessel brokerage, party rentals, boatels, charters, schools, and other similar activities.

#### **5.2 No Advertising.**

No advertising, soliciting or for sale signs shall be permitted in, on, or from OPC Areas by the Boater without the prior written approval of 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 OPC.

### **5.4 Power and Speed Limits.**

A Vessel or Personal Watercraft must be under power or auxiliary power when entering or leaving OPC Areas. No Vessel 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, and anchors may not be deployed.

### **5.5 No Swimming and/or Fishing.**

Swimming and fishing are not permitted in either the North or South Marina Areas.

### **5.6 Fires.**

No open fires, chimeneas, or fire pits of any kind are permitted anywhere in or on OPC Areas. There are two Ontario Place permanent fire pit locations which are available on a reservation basis. The use of marine grade propane-fuelled barbecue grills on board a Vessel is permitted, subject to OPC's discretion.

## **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 Mooring Agreement or these Rules that are applicable to Guests.

### **6.2 Limitations.**

The number of Guests permitted at any given time is limited to (length of the Vessel) x (beam of the Vessel)/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.

### **6.3 Guest Parking and Access.**

Guests may park in a Parking Lot for the applicable fee, subject to the availability of parking spaces.

### **6.4 Guest Access.**

After Marina office operating hours, Boaters are responsible for greeting their Guests at the North Marina Area and South Marina Area gates to grant them access. Security will not grant access to any unknown individual. Guests entering the site between the hours of 12:00am to 5:00am, must be greeted by the Boater at west security. The Boater is responsible for escorting them on site.

## **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 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) causing or permitting noise during the quiet hours;
- iv) 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
- v) 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 a Mooring 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 OPC Areas and Vessels in OPC Areas.

## **7.5 Noise.**

Noise, including music, must be kept to a minimum at all times. Quiet hours are Monday – Thursday 11pm-7am, Friday - Saturday 12am-7am, and Sunday evenings to Monday mornings and holidays 11pm-9am).

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

### **8.1 Parking.**

All vehicles must display either a valid ticket purchased from an OPC pay and display machine or an OPC parking booth, or an original, valid, parking pass hanging from the rear view mirror.

### **8.2 Parking Lots.**

Parking is only permitted in Parking Lots. Parking Lot access and availability may change from time to time, at OPC's discretion. OPC will provide a minimum of 5 days' notice to any parking lot changes. Failure to comply will result in the assessment of a towing fee for which payment is immediately due. This will also negatively influence OPC's acceptance of future mooring applications.

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

- (a) Daily parking tickets may be purchased from an OPC pay and display machine or at an OPC parking booth in the Parking Lots.
- (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 \$100.00 deposit, a Boater with a Seasonal Mooring Agreement is entitled to one parking pass, one parking access card, and two Marina access cards. Parking passes provided pursuant to a Seasonal Mooring Agreement are valid to the end of the Mooring Agreement.
- (d) Subject to payment of the mooring fee, a Boater with a Visitor Mooring Agreement is entitled to a temporary access card and may purchase a parking ticket from an OPC pay and display machine in the Parking Lots or at an OPC parking booth.
- (e) Parking passes, parking access cards, and access cards are non-transferable and may only be used by the Boater, or other individual, to whom they are issued by OPC. They may not be used by Guests. Parking passes, parking access cards, and access cards must be used in accordance with the Rules.
- (f) Parking passes, parking access cards, and access cards issued by OPC remain the property of OPC. Individuals are responsible for the passes and cards issued to them. Losses must be reported to OPC immediately. Lost parking passes, parking access cards, and access cards will be replaced for the applicable fee. Passes and cards are non-refundable.

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

- (a) When approaching an OPC parking booth where a booth attendant is present, you must either use your parking access card to open the gate, or your parking pass must be passed to the attendant for inspection prior to lot entry.
- (b) 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 the Parking Lots.
- (c) A parking pass does not guarantee access to parking.
- (d) The parking pass displayed must be the original parking pass issued by OPC; no reproductions are 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 Parking Lots; (ii) confiscate the photocopy or counterfeit pass; (iii) revoke the original parking pass that was photocopied or on which the counterfeit was based, along with the corresponding parking access card; (iv) charge the seasonal parking pass fee for the confiscated pass and the seasonal parking pass fee for a new pass; and (iv) terminate the Mooring Agreement.
- (e) Vehicles with a parking pass: (i) cannot remain in the Parking Lots for longer than

seven (7) consecutive days; (ii) must be parked in a designated parking spot in the Parking Lots; (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.

#### **8.5 Compliance.**

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

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

OPC is not responsible for any vehicles or their contents stolen or damaged while parked in the Parking Lots.

### **9.0 PETS**

#### **9.1 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, Personal Watercraft other vessels, on docks or any other part of 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 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 Mooring Agreement under section 10.

### **10. TERMINATION**

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

Without fault or liability, OPC may terminate a Mooring Agreement:

- (a) 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 the Mooring Agreement, including these Rules other than those set out under 10.1(b);
- (b) immediately, upon giving notice to the Boater where, in the sole opinion of OPC the Boater or a Guest engage(s) in: any conduct or occurrence referred to under sections 4, 5, 7, 8, or 9 of the Rules.

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

- (a) On termination under section 10.1, OPC may:
  - (i) evict the Boater and any Guest from OPC Areas and require the Vessel to be removed at the Boater’s expense; and
  - (ii) repossess the Assigned Slip without any refund of fees
- (b) An evicted Boater shall only be allowed on site after submitting a request in writing to OPC, and for the sole purpose of removing the Vessel from OPC permanently. The Boater shall be escorted by OPC Security 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 Mooring Agreement. During the investigation period, the Boater shall only be allowed in OPC Areas after submitting a request in writing to OPC, and for the sole purpose of performing necessary maintenance or servicing of the Vessel. 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 Mooring 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).

#### **10.4 Early Termination of a Mooring Agreement by Boater**

- (a) Notice. A Boater must give OPC at least 24 hours' written notice of the Boater's intention to terminate a Mooring Agreement before the end of its term. The termination will be effective on the later of (i) 24 hours after the written notice was received; or (ii) the date that the Vessel leaves the Marina (the "Effective Termination Date").
- (b) Seasonal Mooring Agreement Refunds. No refunds will be issued where the Effective Termination Date is on or after August 1. Where the Effective Termination Date is prior to August 1, a Boater will be provided with a refund based on the Vessel's daily rate (total mooring fee divided by number of days in the season), not to exceed 50% of the Boater's total mooring fee.
- (c) Visitor Mooring Agreement Refunds. A refund will be provided for all days reserved beyond the Effective Termination Date.

### **11.0 NOTICES**

#### **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 Boater as set out in the Mooring Agreement. Unless otherwise provided in the Mooring 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 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 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 Assigned Slip or any of OPC services, equipment or other facilities used by the Boater or its Guests.

### **13.0 GENERAL**

#### **13.1 Rental of Slip Only.**

The Mooring Agreement is for the rental of a slip and related services only and the provisions of the Mooring 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 Mooring Agreement is not an agreement of bailment. The Boater is not the bailor of the Vessel nor is OPC the bailee of the Vessel. At all material times as between the Boater and OPC, the Vessel shall be, and shall be deemed to be, in the possession of the Boater notwithstanding that OPC may move or otherwise handle the Vessel pursuant to the terms of the Mooring 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 Assigned 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 OPC on behalf of the Boater or other debts of the Boater due to OPC under the terms of the Mooring Agreement. 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**

