

LAKEVIEW PARK MARINA SEASONAL DOCKAGE RENTALS

TERMS & CONDITIONS

Lakeview Park Marina (the "Marina") complements recreational services by providing high-quality access to the Great Lakes for the residents of Windsor. As well, acts as an international gateway to tourism in Windsor and Essex County. These Conditions of Use are meant to support these goals and to contribute to your overall enjoyment of the Marina and may be amended at any time. Copies of all amendments will be posted and/or distributed to each Owner.

All boaters using the Marina facilities do so subject to these Conditions of Use and all Permits will include and be subject to them.

1. The word "Operator" is used herein to indicate any person authorized to represent The Corporation of the City of Windsor.
2. The word "Owner" is used to indicate the owner of a boat within the Marina who holds the Permit or any person who is otherwise using the facility.
3. The Owner must be at least 19 years of age.
4. When a boat enters the Marina, it immediately comes under the jurisdiction of the Operator and shall be maneuvered, berthed, or anchored as directed.
5. The Owner acknowledges that he/she is aware that outside of the Marina's hours of operation, the Marina is unattended and unsupervised.
6. The Owner, by the execution of this Permit and by the placing of his / her boat upon the Marina premises (whether in the water or out of the water), expressly acknowledges that the said boat and any and all chattel property of the Owner contained herein or appurtenant thereto, shall be and remain at all times, at the risk and expense of the Owner and the said Operator, its servants, agents and workmen shall not be liable to the Owner for any loss or damage which he / she may sustain (either to the boat or to the chattel property aforesaid) as a bailor or otherwise and the Owner agrees to pay the costs of all damages to the Marina premises and to the property of other Marina tenants resulting either directly or indirectly from the Owner's negligence.
7. The Owner agrees that, while his / her boat is on the Marina premises (whether in the water or out of the water), the Operator shall be entitled to identify any and all persons other than the Owner who come upon the Marina premises for the stated purpose of the use of the Owner's boat or for the purpose of providing repairs and maintenance thereto. The Operator reserves the right to demand identification of such persons and to exclude from the Marina premises any person who fails to produce proper identification or who has not disclosed a legitimate purpose for entering the premises and gaining access to the Owner's boat.

8. The Owner agrees that the terms of this Permit shall remain in full force and effect as long as he / she remains a tenant of the said Marina, and shall apply to the herein described boat, or any additional or substitute boats. Rates and / or charges shall be subject to change thirty (30) days after notice of such changes have been given to the Owner. No Owner shall be allowed to remove his / her boat or its equipment until all accounts have been paid in full.
9. The Operator agrees to supply, and the Owner agrees to pay for the aforementioned services.
10. The Owner agrees to pay for all services contracted for herein in accordance with the rates as herein set forth. All such charges shall be payable in advance of occupancy or service.
11. The Owner agrees that he / she will, as a condition of the Permit, provide the Operator with the boat's registration number and / or designated name. No boat other than the one registered in the Permit shall be allowed to dock in the Owner's assigned dock.
12. The Owner further agrees that he / she will not assign this Permit or sublet the space rented herein. The Operator reserves the right to reallocate moorings of the boat at any time by assigning to the Owner other suitable facilities in the Marina.
13. 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 on the building or any property or any part thereof on the Marina premises or which may cause any additional premium paid for any such insurance.
14. The Owner agrees that he/she will not make or permit any unlawful, improper, noisy or otherwise offensive use of the Marina premises and the Owner further agrees to observe, obey and be bound by all the rules and regulations made by the Operator from time to time and listed in this Permit or posted in or about the Marina premises.
15. With reference to the Operator's By-law for park curfews and the Operator's Noise By-law, the Owner is not to permit any unlawful or improper noise or offensive use of the Marina and "Quiet hours" within the Marina will be 11:00 PM - 5:00 AM.
16. The Owner shall not engage in any improper conduct towards Marina employees or any other person at the Marina, including but not limited to:
 - i. harassment.
 - ii. conduct that may be considered threatening, including but not limited to yelling and use of profane language; or
 - iii. any disorderly, indecorous or other inappropriate conduct that has endangered or might endanger safety, has injured or might injure any person, has caused or might cause damage to the Marina premises, or has harmed or might harm the reputation of the Marina. For the purposes of this section, harassment includes a course of vexatious comment or conduct, based on one or more of the prohibited grounds under the Human Rights Code, R.S.O 1990, c H.19, as amended.
17. At all times while on the property of the Marina or any boat moored therein, the Owner and his/her guests shall conduct themselves as to create no annoyance, hazard or nuisance to the Marina, its staff, visitors and its ecosystem. The Owner is responsible to ensure that the conduct of his/her guests is decorous and not in any violation of any laws or regulations.

18. The Operator shall have a lien against the above-described boat, gear and contents for unpaid sums due for use of the Marina facilities or for damage caused or contributed to by the above-described boat or by the Owner to any docks or property of the Operator or any other person on the Marina premises. In addition to the lien herein provided for, the Operator shall have a lien under the Warehousemen's Lien Act.
19. The Operator shall not be liable for claims, whether founded in tort or in contract and including claims for consequential damages, arising out, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the space and premises herein used, not arising out of, occasioned by, or attributable to the presence on, rental, occupancy or use of the Marina or of the space and premises herein used by the Owner or by any person visiting same or being thereon.
20. The Owner agrees to indemnify and save harmless, the Operator from and against any and all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the space and premises herein elapsed, whether founded in tort or in contract, and in any manner based upon, occasioned by or attributable to the presence on rental, occupancy or use of the Marina or the space on premises herein used by the Owner or by any person visiting same or being herein, whether founded in tort or in contract.
21. The Owner agrees to move his / her boat in accordance with the Operator's instructions and when unattended, authorizes the Operator to move the boat at its discretion at the Owner's expense and risk.
22. This Permit shall remain in full force and effect for the entire term unless sooner terminated in accordance with the following conditions, to wit;
 - i. The destruction of the mooring facilities by fire, storm, fluctuating water levels or other calamity.
 - ii. Any breach of the Permit, including the Conditions of Use of the Marina as amended from time to time, as provided for herein which form a part of this Permit.
23. A waiver of any one or more of the terms or conditions herein shall not be deemed to be a continuing waiver.
24. No advertising or soliciting will be permitted on any boat within the Marina, including signage advertising a boat for sale in the marina. A public bulletin board will be provided for this purpose.
25. All boats must be properly marked as required by law, before they will be permitted docking space in the Marina.
26. Within the Marina limits as designated, established speed limits as posted must be obeyed.
27. Swimming, diving, water skiing and fishing is not permitted within the designated Marina premises or from any City property located directly outside the Marina.
28. During the registered absence of the Owner's boat, the Operator has the right to rent his / her dock out on a daily basis. Owner must inform Operator of a 48 hours or more absence from the

Marina. The Operator reserves the right to rent the mooring facility to transients when vacant by the Owner. The Owner shall remove all bumpers, lines and / or cords when leaving for an extended cruise (i.e. 48 hours or more).

29. All boats must be removed from the Marina on or before the end date of the Permit. The Operator has the right, but not the obligation, to remove any boat at the Owner's risk and expense after the end date of the Permit. These expenses may include, but are not limited to, additional dockage fees at the daily transient rate as set forth in The Corporation of The City of Windsor's current Fees and Charges By-Law, external storage fees, and applicable service charges. Failure to remove the boat by the end date of the Permit may also result in the Owner being ticketed for trespassing and the Owner may be prohibited from docking at Lakeview Park Marina in future seasons.
30. Owners are responsible for the removal of seaweed from the assigned slip and all areas surrounding the vessel. Marina staff do not provide seaweed removal services within slips or adjacent waters.
31. Owners are responsible for customs clearance.
32. Owners shall not attach any foreign objects or materials to the dock structure whatsoever, including lockers, chests, deck boxes, structures, bumpers, and / or any accessory without the prior written approval of the Operator. Should any foreign objects or materials be attached to the dock structure without prior written approval, the Operator shall have the option to remove such items at the Owner's or agent's expense and risk. Such cost thereof shall be debt due from the Owner to the Marina under this Permit.
33. Owners shall not store supplies, accessories, debris or any other materials on the docks located within the Marina. Docks must remain accessible. Do not block docks with equipment or chairs.
34. No refuse shall be thrown overboard. Garbage shall be deposited in receptacles supplied for this purpose and other debris shall be placed where specified. Recycling in the receptacles supplied is encouraged. Do not leave oil, filters, solvents, paint, rags, etc. anywhere at the Marina and do not dispose of said items in the garbage bins, recycling bins or dumpsters.
35. No trailer storage is permitted in the parking lots or any other place at the Marina without the prior written approval of the Operator by way of a permit.
36. The fueling of the boat or any vessel at any location in the Marina, except the Marina's fuel dock, is strictly prohibited.
37. All Sailboat halyards are to be tied down.
38. Boats shall be secured to the assigned berths or moorings with fully adequate lines and electrical cords as appropriate. When required, the Operator may ask Owners to immediately remove or replace any mooring lines or electrical cords considered to be inadequate or unsafe.
39. Boats are required to enter and leave the jetty, service areas, and berths, mooring under engine power or paddle. Arrival and departure under sail alone in the limits of the Marina as designated is prohibited.

40. Owners are strongly urged to make the wearing of life jackets or personal floatation devices mandatory for small children and non-swimmers in and around boats, berths and moorings.
41. Children under the age of 12 years must always be under the supervision of a responsible adult or competent youth.
42. Pets are required to be leashed, with their owner and under control at all times. Owners are responsible for cleaning up any pet waste.
43. Owners are not permitted to transfer mooring or berthing facilities or transfer a boat from one berthing or mooring facility to another without the written approval of the Operator having first been obtained. The transfer or sale of the boat does not transfer the assignment of the dock or slip to the new owner. During the season should the Owner sell its boat docked at the Marina, the new Owner will be entitled to remain in the allocated dock for the remainder of the season, provided a waitlist does not exist. However, the new Owner will not be entitled to remain in the same dock location the following year and will be required to place his / her name on the waitlist for the following season.
44. The Operator will not be liable for injury, damage or loss to person or property arising in connection with the use of the Marina, equipment or other facilities; however, caused, including, without restricting the generality of the foregoing, the improper placement or shifting of channel marker, buoys or other navigational aids in the Marina, including approach channels.
45. Any violation of these Conditions of Use or any disorder or indecorous conduct by the Owner, his/her passengers, crew or guests, that might, in the opinion of the Operator, injure any person, cause damage to property or harm the reputation of the Marina shall be cause for immediate termination of the Permit by the Marina and eviction of the Owner, his/her boat, passengers, crew or guest from the Marina area at the Owner's or agents expense. If the Owner fails to do so, the Marina may remove the boat at the Owner's or agents' expense and risk, and the cost thereof shall be a debt due from the Owner to the Marina under this Permit.
46. The Owner shall be responsible for adhering to the rules and regulations of the Ontario Liquor License Act and the Operator's Parks By-Law # 131-2019, 4.9 - "While in a park, no person shall consume, serve or sell alcoholic beverages unless authorized by a permit issued by the Municipality and with the approval of the Liquor License Board of Ontario". At all times all alcoholic beverages shall be kept in the Owner's boat and shall not be opened or consumed within the Marina.
47. Barbeques, stoves or any type of grill or cooking unit with an open flame located on the boat or dock is not permitted.
48. Absolutely no boat will be allowed to launch until all charges for dockage or services have been paid in full. All payments must be made in accordance to the timelines set out and identified in the "Permit". The Operator reserves the right to not renew or cancel any permits for accounts of any type that are past due.
49. Permits are seasonal, with a start and end date and do not carry over from year to year.
50. Although the Operator will do its best to satisfy all requests made for dockage, the final decision must remain, at all times, at the authority of the Operator. Consideration must be given to "Rule

of best fit" and to the type and size of the boat, relative to placement in the Marina. All docks will have the same level of services throughout (power/water) with consideration being offered to power requirements, with the exception of boats that do not meet the standards as set by the Electrical Safety Authority.

51. On-site repairs shall be conducted only after notifying the Operator and obtaining prior written approval, which approval may be withheld at the discretion of the Operator or its manager for the proper conduct of such maintenance or repair work including the proper location at which such work may be carried out.
52. In the event that the boat sinks at the docks or elsewhere in the Marina, the Owner agrees to remove such boat within forty eight (48) hours. If the Owner fails to do so, the Marina may remove the boat at the Owner's or agent's expense and risk and the cost thereof shall be a debt due from the Owner to the Marina under this Permit.
53. Should a seasonal well-holder require a subsequent slip (for an additional boat that does not fit the definition of a dinghy, for example), the Schedule of Fees approved by the Operator's Council will be applicable.
54. Should an Owner choose to hang a "dinghy" (refer to definition below) or dock a Personal Watercraft (refer to definition below) in their assigned dock, this additional footage is to be included and reported in the length overall (LOA) of the boat. This may require the Owner to occupy a larger dock. The Owner is responsible for any additional fees which may result from the extra footage.
55. The Owner shall be responsible for adhering to the rules and regulations of the Operator's By-Law #113-2006 which prohibits smoking on City of Windsor owned properties, including parks, beaches, conservation areas, marinas and recreation facilities, as well as any associated parking lots or walkways. Prohibited products include cigarettes, cigars, pipes, e-cigarettes, hookah/water pipes and any other lighted or heated equipment used to smoke or vaporize any tobacco or non-tobacco product.
56. Credit balances will be removed from accounts one year from the date issued.
57. The Owner shall have the right to cancel this Permit any time prior to the start date of their Permit, provided there will be a Cancellation Fee as per the Operator's most current Schedule of Fees. Cancellations after that date are subject to the Cancellation Fee, plus a rental fee for the time the Owner was holding the Permit.

Definition of Dinghy: A small inflatable rubber boat.

Definition of Personal Watercraft: A small, jet powered craft, resembling a snowmobile in appearance and ridden astraddle, for use on the water.

58. SLIP ASSIGNMENT AND OCCUPANCY

To retain the same slip assigned during the previous boating season, the Owner shall, on or before November 1 of the current year:

- a) Complete and Submit the Seasonal Dockage Renewal Application

b) Pay the required deposit in full.

Failure to comply with the above requirements by November 1 may result in forfeiture of the assigned slip and reassignment of the slip by the Corporation.

Prior to occupying the slip for the boating season, the Owner shall, on or before April 1:

- a. Provide a Certificate of Insurance that meets the Insurance Requirements set out in this Agreement and covers the entire period of occupancy;
- b. Sign and deliver the Seasonal Permit; and
- c. Pay all outstanding fees in full.

Failure to comply with these requirements may result in cancellation of the slip assignment.

59. SLIP RE-ASSIGNMENT

All requests for slip re-assignment shall be submitted to Lakeview Park Marina.

Approval of any slip re-assignment request shall be at the sole discretion of the Corporation and shall be subject to slip availability, vessel size requirements, and operational considerations.

60. REPLACEMENT OF BOAT

In the event that the Owner replaces the Boat during the term of this Agreement:

- a) If the replacement boat is larger than the current Boat and requires a larger slip, the Owner shall pay any applicable increase in fees;
- b) If the replacement boat is smaller than the current Boat and is assigned to a smaller slip, the Owner shall receive a credit for the difference in fees, which shall be applied to the following boating season.

The slip may only be used for the Boat identified in this Agreement. Owners with more than one (1) boat must secure a separate slip and enter into a separate agreement for each vessel.

Any replacement boat must be approved by the Corporation and must meet all marina requirements, including insurance requirements.

61. NO SUBLEASE OR TRANSFER

The transfer or sale of a Boat does not transfer any right to occupy a slip.

Except as expressly permitted by the Corporation, the Owner shall not assign this Agreement, transfer slip privileges, sublet, or sublease the slip to any other person.

For greater certainty, no Owner shall advertise, market, or represent a marina slip as being included in the sale of a Boat, as all slips remain Municipal property and are assigned solely by the Corporation.

62. LIMITED SUBLEASING

The Corporation may, at its sole discretion, approve a sublease of a slip for a single boating season. All requests for subleasing must be submitted in writing and approved by the Corporation.

prior to the commencement of any sublease. No sublease shall create any entitlement to renewal or future occupancy by the subtenant.

63. DEATH OF BOAT OWNER/PERMIT HOLDER

In the event of the death of an Owner:

- a) Any prepaid fees shall remain subject to the terms of this Agreement;
- b) The slip assignment shall not automatically transfer to a beneficiary, estate representative, family member, or purchaser of the Boat;
- c) The Corporation may, at its sole discretion, permit the estate, surviving spouse, beneficiary, or immediate family member to retain the slip assignment for the remainder of the current season, provided all fees remain paid in full;
- d) No vessel may occupy the slip unless a Signed Permit, Full Payment, and Insurance requirements have been satisfied and documentation acceptable to the Corporation has been provided.

64. WAITLIST

Separate waitlists shall be maintained for Residents and Non-Residents. Resident applicants shall receive priority consideration for available slips.

All applicants must complete and submit the prescribed Wait List Application Form.

When a slip becomes available, the applicant will be notified and shall have twenty-four (24) hours from the time of notification to:

- a) Accept the offered slip; and
- b) Pay the required deposit.

Failure to respond within the specified timeframe shall constitute a refusal of the offer and the slip may be offered to the next eligible applicant.

Applicants who decline an offered slip but wish to remain on the waitlist shall be moved to the bottom of the applicable waitlist.

65. CORPORATION'S RIGHT TO REASSIGN SLIPS

The Corporation reserves the right to reassign slips at any time for operational, safety, maintenance, construction, or marina management purposes. Reasonable notice of any reassignment shall be provided whenever possible.

66. PAYMENT TERMS

For all Seasonal reservations, the stated deposit is due in the current season by November 1st to secure your reservation for the upcoming season. The remaining balance is due April 1st.

67. CANCELLATION POLICY

For Seasonal reservations, all cancellations prior to April 1st of the boating season are eligible for a full refund. Cancellations after April 1 are subject to the approved cancellation fee (as listed in the Council-approved User Fee Schedule.) Cancellations after June 1 are subject to the cancellation fee plus proration of seasonal usage charged.

68. DOCK ACCESSORIES

1. All docks at Lakeview Park Marina are the property of the City of Windsor and cannot be modified in any way. No object, material or accessory can be affixed to any dock without written approval from the City of Windsor. This includes but not limited to signage, bumpers, cleats, electrical cord management hooks, corner wheels and handles.
2. If an object is found on the docks without a record of written approval, the boater will be advised to remove it immediately or the item will be removed by the Corporation at the boater's expense. On the second occurrence the boater's permit will be terminated for the remainder of the season.
3. Requests for installation of dock accessories must be submitted via the Dock Accessory Request Form available in the Marina office. The marina will only approve installation of the following accessories:
 - i. Corner Wheel
 - ii. Corner Bumper
 - iii. Rub Rail
 - iv. Dock Bumper
 - v. Long Dock Fender
 - vi. Cord Clips
4. The Permit Holder will purchase the accessories at their own costs, and The City of Windsor Facilities carpenter will install the dock accessories you have requested. Once installed on the dock, the accessories become property of the Corporation of the City of Windsor. They will not be returned to the permit holder should they cancel their permit or choose not to return the following season. They will not be removed at the end of the season, nor will they be moved to an alternative dock, should the permit holder request an alternate dock assignment.
5. The City of Windsor is not responsible for the replacement of failed, faulty, or damaged equipment.

69. LIABILITY, RELEASE, AND INDEMNIFICATION

1. The undersigned, as authorized representative of the Owner, has read and on behalf of the Owner agrees to be bound, without reservation, by this Permit and the Conditions of Use contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit on behalf of the Owner and has sufficient power, authority and capacity to bind the Owner with his/her signature.

2. The Owner assumes all the risks and responsibilities associated with the Permit and shall at all times defend, indemnify and hold harmless the City, its councillors, officers, servants and agents (collectively "the Releasees"), from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses of whatever nature which may be brought against or suffered by the Releasees, or which the Releasees may incur, sustain or properly pay as a result either directly or indirectly of the granting of the Permit, or resulting from the Owner's occupation or use of the Marina.
3. The Releasees shall not be responsible for personal injury, death, or property damage, whatsoever, that the Owner or its guests may sustain or suffer as a result of or in any way arising from this Permit or use of the Marina and the Owner hereby releases and forever discharges the Releasees from all claims, demands, liabilities, actions or causes of action, including but not limited to personal injury, death, or damage to property (whether or not owned by the Owner), which the Owner or any other party may advance in relation thereto. This release shall be binding upon the Owner and their heirs, executors, administrators, and successors and shall inure to the benefit of the Releasees and their heirs, executors, administrators, and successors.
4. The Owner is responsible for full payment of all charges associated with this Permit. In the event and to the extent that the Owner cannot be bound by the undersigned, the undersigned assumes all liabilities and obligations associated with the Permit, including compliance with these Conditions of Use, and full payment of all charges associated with this Permit.

70. INSURANCE REQUIREMENTS

1. \$2,000,000 per occurrence Marine and Boat Liability insurance for all watercrafts utilizing the boat slip; and
2. Provide confirmation that "The Corporation of the City of Windsor" has been added as an Additional Insured, as required under your slip permit; and
3. The name listed on the Seasonal Marina Permit must exactly match the individual's full legal name as it appears on their government-issued driver's license
4. The Owner is responsible to provide 30 day's prior written notice of cancellation of their insurance to The Corporation of the City of Windsor in the event of cancellation of boat insurance policy.

Boaters who fail to comply by the opening date will be denied access to the marina and slips until full compliance is achieved. No exceptions will be made.

Insurance Expiry Date – Seasonal marina permits are valid until the end of October:

If your insurance policy expires before the end of the season you are required to submit a renewed Certificate of Insurance (COI) prior to expiry date that meets the above requirements.

Failure to maintain continuous coverage may result in immediate suspension of slip access until valid insurance is provided and approved.