

APPLICATION & AGREEMENT FOR SUMMER MOORING - 2011

ALL INFORMATION MUST BE COMPLETED FOR APPLICATION TO BE PROCESSED

NAME: _____ DATE: _____

ADDRESS: _____

CITY: _____ PROV: _____ POSTAL CODE: _____

BUS. PHONE: _____ HOME PHONE: _____ CELL PHONE: _____

EMAIL: _____ I wish to receive information through email

EMERGENCY CONTACT NAME: _____ TELEPHONE: _____

BOAT NAME: _____ REG NO.: _____

MAKE: _____ YEAR BUILT: _____

LENGTH OVERALL: _____ ft. _____ in. BEAM: _____ ft. _____ in. DRAFT: _____ ft.

Length overall must include bowsprits, dinghies, personal watercraft, davits and swim platforms. Vessel Length is subject to verification by Ontario Place Corporation.

PLEASE CHECK APPROPRIATE BOXES BELOW

- | | | |
|--------------------------------|----------------------------------|-----------------------------------|
| <input type="checkbox"/> SAIL | <input type="checkbox"/> DIESEL | <input type="checkbox"/> I/O |
| <input type="checkbox"/> POWER | <input type="checkbox"/> SINGLE | <input type="checkbox"/> TWIN |
| <input type="checkbox"/> GAS | <input type="checkbox"/> INBOARD | <input type="checkbox"/> OUTBOARD |

HORSEPOWER: _____ HP. HEIGHT OF MAST OR BRIDGE ABOVE WATER LINE: _____ ft.

SHOREPOWER REQUIREMENTS: 30 AMPS: _____ 50 AMPS: _____ OTHER: _____

INSURER: _____ POLICY NUMBER: _____ EXPIRY DATE: _____

SPECIAL REQUIREMENTS: _____

PAYMENT METHOD: CHEQUE CREDIT CARD

CARD HOLDER: _____ SIGNATURE: _____

CREDIT CARD #: _____ EXPIRY DATE: _____

OFFICE USE ONLY

SEASONAL (April 29, 2011 to October 16, 2011) MONTHLY: _____ 2011 to _____ 2011

LENGTH OVER ALL: _____ X \$ _____ per ft. = \$ _____ SLIP NUMBER _____

(20 ft minimum length) HST (13%) = \$ _____ 50% DEPOSIT: \$ _____

TOTAL FEE = \$ _____ BALANCE OWING: \$ _____

PAYMENT TERMS AND CONDITIONS:

In order to reserve a specific slip for the 2011 season a deposit equal to 50% of total fees must be received by February 25, 2011 with the balance paid in full by April 29, 2011. If the deposit or balance payment is not received on or before the dates listed above a specific slip will no longer be reserved and a slip will be assigned at the discretion of the Marina. Unpaid balances will be subject to a 1.5% per month (18% per annum) interest rate. No Access or Parking passes will be issued until account is paid in full. Applications are due not later than FEBRUARY 25, 2011 and must be accompanied by the required deposit by credit card or cheque (made payable to Ontario Place Corporation). Contracts received after April 29, 2011 must be accompanied with payment in full. IF PAYMENT IS NOT RECEIVED IN FULL BY April 29, 2011, ONTARIO PLACE CORPORATION RESERVES THE RIGHT TO NOT GRANT A SLIP TO THE APPLICANT AND IN SUCH EVENT, THIS AGREEMENT SHALL BE CONSIDERED VOID.

Slips assigned during the 2010 season are not necessarily available for the 2011 season. Ontario Place may require vessels to be reassigned to an alternative slip during special events at the discretion of Ontario Place. BETWEEN Ontario Place Corporation incorporated under the laws of the Province of Ontario in the City of Toronto hereinafter called "the Marina", and the registered owner(s) or the lessee(s) of the boat described above, or the duly authorized agent(s) of the owner, hereinafter called the "Boater". IN CONSIDERATION OF the mutual covenants contained in this Agreement and the sum of: \$ _____ paid by the Boater to the Marina, the Marina and the Boater agree as follows:

The undersigned Boater(s), by attaching his/her/their signature, acknowledges having read this Agreement and agrees to abide by all of its Terms and Conditions (attached). Boater Initials _____.

Boater(s) (ALL BOATERS MUST SIGN BELOW)

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Witness Signature: _____ Date: _____

Accepted for the Marina

1) _____

2) _____

Dated _____

PLEASE NOTE:

The personal information in this form is collected under the authority of the Ontario Place Corporation Act, R.S.O. 1990, c.0.34, sections 8 and 9. Personal information collected is used by Ontario Place Corporation only for slip allocation and to contact Licensees for notices sent under this agreement, or in the event of an emergency. Non-identifiable information is collected and used for statistical purposes. Any questions regarding the collection of personal information should be directed to Jonathan Daley, Director of Corporate Affairs of Ontario Place at 416-314-9820.



The Marina at Ontario Place
955 Lake Shore Boulevard West
Toronto, Ontario M6K 3B9
PHONE: 416-314-9858
FAX: 416-314-9955
EMAIL: marina@ontarioplace.com

TERMS AND CONDITIONS

1.0 DEFINITIONS

"Agreement" means this Summer Mooring Agreement and includes these Terms and Conditions.

"Boat" means the boat described on the front page of this Agreement, the trailer or cradle together with 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 boat or located in the proximity of the boat and owned by or in lawful possession of the Boater or any other person who has been permitted by the Boater to board the boat or to be in the vicinity of the boat;

"Boater" means the registered owner(s) of the Boat, the lessee(s) of the Boat, the duly authorized agent(s) of the owner of the Boat or any other person who has the permission of the owner to be in possession of the Boat and has signed this Agreement;

"Claims" means any liability, loss, damages, costs and expenses (including legal fees), causes of action, actions, claims demands, lawsuits or other proceedings;

"Indemnified Parties" means the Marina, its directors, officers, employees, agents and contractors; **"Harassment"** includes a course of vexatious comment or conduct, based on one or more of the prohibited grounds (race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status or disability) under the Human Rights Code, R.S.O. 1990, c. H.19, as amended;

"In-water Boat Show" means the annual in-water boat show hosted at Ontario Place, generally held the second or third week of September, but subject to cancellation or change;

"Marina" means Ontario Place Corporation in the City of Toronto incorporated under the laws of the Province of Ontario;

"Marina Areas" includes the South Marina area, the North Marina area and the area encompassed by the Marina facilities in both Marina Areas, including buildings, grounds, mooring facilities, harbours, and the approach channels designated, marked and buoyed by the Marina;

"Month" means any period of 30 consecutive days;

"North Marina area" includes the mooring facilities located under bridge 6 and bridge 10;

"Ontario Place" means the lands owned by Ontario Place Corporation and includes 955 Lake Shore Blvd West and the Marina Areas;

"Payment Terms" means the terms found under "Payment Terms and Conditions" relating to the slip rental, found on the first page of this Agreement;

"Rules and Regulations" means the rules and regulations posted at the Marina, as may be amended from time to time;

"Season" means April 30, 2011 to October 16, 2011 in the case of a seasonal rental and in the case of a monthly rental, the period of time specified on the first page of this Agreement;

"South Marina area" includes the mooring facilities located on the north and south sides of bridge 5.

2.0 PROVISION OF SLIP

1. **Provision of Slip.** Subject to the terms of this Agreement, the Marina shall provide the Boater a slip for the Boat, designated by the slip number indicated on the front page of this Agreement, for the Season.

2. **Boat only.** The Boater shall not moor or cause or allow to be moored at the slip any boat or vessel other than the Boat, and shall not transfer the Boat to another slip in the Marina Areas or to any other location at Ontario Place without the prior written approval of the Marina.

3. **No Assignment.** The Boater shall not assign or pledge this Agreement or sub lease the slip or any part of such interest.

2.1 Special Events.

(a) **Requirement to move boat to different slip.** The Marina may require the Boater to move the Boat to a different slip in order to accommodate special events, including but not limited to the In-water Boat Show. In such circumstances, the Marina shall give the Boater ten (10) days notice to move the Boat. If the Boater does not move the Boat within the time specified in the notice, the Marina shall have the right to move the Boat without further notice, whether or not the Boater has read the notice (e.g. Boater is away from Boat). Such movement may require the Marina to tow the boat out of the designated slip. If the Marina is required to move the Boat, it shall take all reasonable care in doing so. Unless negligent, the Marina shall not be responsible for any damage or mechanical failure to the Boat that may occur during the moving of the Boat.

(b) **Requirement to move boat out of Marina.** The Marina may require the Boater to move the Boat out of the Marina entirely in order to accommodate special events, including but not limited to the In-water Boat Show. In such circumstances, the Marina shall give the Boater 14 days notice and shall refund the Boater on a pro-rata basis for the number of days not occupying the slip, based on a Seasonal or monthly fee as applicable. During such events, the Boat will be out of the Marina for no more than 10 days.

2.5 Rental of slips when Boater away. The Boater shall notify the Marina when leaving for an extended cruise or for a period of time in excess of twenty-four (24) hours. During such times, the Boater agrees that the Marina may rent the slip to another boater.

3.0 OPERATION AND USE OF BOAT AT MARINA

3.1 **Boat registration and requirements.** The Boater represents and warrants that the Boat: (i) is a pleasure craft, registered, identified and equipped in accordance with Canadian shipping laws; (ii) is in good mechanical and cosmetic condition with operating engines; and (iii) shall be operated under its own power in the Marina Areas in accordance with safe boating principles.

3.2 **Boat not to be used for business.** The Boater represents and warrants that it shall not carry out:

(a) any business activity, whether revenue generating or not, connected with boats or boating or both, including but not limited to, time sharing, bed and breakfast, harbour tours, boat brokerage business; and

(b) any activity associated with such a business; or in around the Marina Areas or any other location at Ontario Place and the address of the Marina or Ontario Place shall not be used for business purposes without the prior written approval of the Marina. Any such approval is entirely at the Marina's discretion and may be subject to the Boater entering into an additional license agreement and the payment of license fees or other conditions.

3.3 Compliance with laws, Rules/keys provided in emergency.

(a) The Boater shall comply with all applicable laws at all times. When the Boat is in the Marina Areas, the Boater shall comply with the Rules and Regulations posted at the Marina, and the Boat shall be under the jurisdiction of the Marina. As such, the Boat will be subject to any emergency action that might be required on the part of the Marina in accordance with sections 3.4, 3.5 and 3.6 of this Agreement. To allow the Marina to take any action necessary in the event the Boater is unable to move the Boat when required by the Marina, or in the event of any emergency, the Boater shall provide the Marina with a set of main door or a set of hatch keys.

(b) The Marina reserves the right to amend the Rules and Regulations at any time. The Marina will give the Boater notice of any new or amended Rules and Regulations to be implemented. If such amendments are implemented after the Boater has moored the Boat in accordance with this Agreement (after the signing of the Agreement), the Boater will have thirty (30) days to comply with the new or amended Rules and Regulations. The Boater agrees that a breach of any provision in the Rules and Regulations shall be considered a breach of this Agreement.

3.4 **No security provided for Boat/Marina.** The Boater acknowledges that the Marina does not provide supervision over or security for the Boat or any other boat in the Marina Areas, 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 or boats in the Marina Areas whether in proximity to the Boat and regardless of whether any such person has entered into an agreement with the Marina.

3.5 **Authorization of Marina in emergency.** In the event of mechanical failure or other malfunction occurring to the gear, equipment, rigging, engine or hull of the Boat which, in the opinion of the Marina, constitutes an emergency or other threat to the safety of the Boat or other boats in the Marina Areas, then the Boater hereby authorizes the Marina to make all such emergency repairs as may, in the absolute discretion of the Marina, be deemed necessary under the circumstances. These repairs shall be made as economically as possible and the Boater shall be liable for the cost thereof. The Boater acknowledges and agrees that the Marina is under no duty to effect such emergency repairs, and no liability shall attach to the Marina whether or not it does so.

3.6 **Sinking of Boat.** In the event that the Boat sinks at the slip or elsewhere in the Marina Areas, the Boater shall remove the Boat forthwith. If the Boater fails to do so, the Boater agrees that the Marina may remove the Boat at the Boater's expense. Upon removal of the Boat, the Marina may terminate this Agreement immediately.

3.7 **Safety inspection.** The Boater understands and agrees that the Boat shall be subject to periodic safety inspection by the Marina who may board the Boat at any reasonable hour for this purpose, and that the Boat may be boarded by the Marina at any time in the event of any emergency which may exist, in the sole opinion of the Marina.

3.8 **Securing Boat.** It is the responsibility of the Boater to ensure that mooring lines are in good condition and used in sufficient quantity to secure the Boat under all conditions. The Marina is not responsible for the inspection of mooring lines on Boats moored at the Marina Areas. The Marina is not liable for any damage caused in the event of a mooring line breaking or failing.

3.9 **Supplied voltage.** The Boater acknowledges that slip voltage/ampage provided by the Marina may not necessarily meet the voltage/ampage requirements of the Boat. The Boater shall obtain the written approval of the Marina prior to making any alterations to the slip, including, but not limited to slip voltage/ampage. The Boater shall assume all costs of such alterations.

3.10 **Speed of Boat.** All power and auxiliary powered vessels shall be under said power when entering or leaving the Marina Areas and no Boat shall exceed the speed of 4 miles per hour in the Marina Areas, including approach channels.

4.0 ADDITIONAL RULES

4.1 **Guests.** The Boater is responsible for the actions of the guests and is responsible for ensuring that guests do not act in contravention of any provision under this Agreement applicable to those guests. The Marina reserves the right to restrict guest access, either for a specified time period, or until the expiry or termination of this Agreement. The parameters under which the guest(s) is restricted is at the sole discretion of the Marina based on the individual circumstance.

4.2 **Marina passes.** Any passes issued by the Marina or by Ontario Place Corporation to the Boater, his or her passengers, crew, or guests remain the property of the Marina and all passes shall be used in accordance with the Marina Pass Regulations.

4.3 **Parking.** Boaters and their guests must park vehicles in the assigned parking lot as designated on the parking pass. Vehicle owners must display a valid parking permit in a manner that is visible from outside the vehicle. Failure to comply with this section will result in the vehicle being tagged and/or towed. Parking is only to be used by Boaters and their guests while the Boat is in use. Vehicles cannot remain in the parking lot for longer than seven (7) consecutive days.

4.4 **Pets.** Dogs/Cats are not allowed on any Ontario Place property, including the Marina Areas, without permission of the Marina. Requests for permission to have dogs/cats on Ontario Place property shall be submitted to the Marina through the Marina's "Pet Approval Form" along with the pet's vaccination record prior to the signing of this Agreement. Should the Marina grant such permission, the Boater shall ensure that any dog/cat is kept on a leash and supervised, that the dog/cat is walked only in areas designated by the Marina, and that the dog/cat owner cleans up after his/her dog/cat. The Boater shall comply with any further rules in this regard as provided by the Marina at the time permission is granted. Pets will only be permitted in mooring spaces that do not have direct access to Park guests, including but not limited to Bridge 5 and Cinesphere Moorings. The Marina can, without notice or cause, rescind permission for any pet at anytime on Ontario Place property.

4.5 **Children.** Young children shall be accompanied by adults at all times and shall wear life jackets when near the water.

4.6 **Conduct towards Marina staff or other persons.** The Boater shall not engage in any improper conduct towards Marina employees, other boaters, or any other person at Ontario Place, 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; (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 property, or has harmed or might harm the reputation of the Marina; or (iv) any unlawful act.

4.7 **Workers.** The Boater shall not retain outside contractors, service organizations, corporations or individuals to undertake any work on the Boat in the Marina Areas or at Ontario Place without the prior written approval of the Marina. Prior to retaining any outside contractors, service organizations, corporations or individuals ("Workers") to undertake any work on the boat in the Marina or at Ontario Place, the Boater shall get approval in writing from the Marina for the Workers to attend on specific days. Such approval is required for reasons of security. If Workers are attending on days not approved by the Marina, the Marina reserves the right to eject the Workers from the Marina.

4.8 **Additional Prohibitions.** The Boater covenants and agrees that:

(i) no refuse of any kind shall be thrown overboard nor left on the Boat, in the Marina Areas or at Ontario Place. The Boater shall deposit garbage in the bins supplied for that purpose;

(ii) no advertising or soliciting shall be permitted in, on, or from the Marina Areas or any other location at Ontario Place by the Boater without the prior written approval of the Marina;

(iii) supplies, accessories, debris or other materials shall not be stored in the Marina Areas or any other location at Ontario Place and the Boater shall not construct thereon any lockers, chests or other structures;

(iv) painting, scraping or repairing of gear shall not be permitted in the Marina area or any other location at Ontario Place. The extent of repairs and/or maintenance to be made in any case shall be in the sole discretion of the Marina;

(v) the Boat's toilets and holding tanks shall not be flushed in the Marina Areas. All toilet and holding tank waste must be disposed of in accordance with proper Marina procedures;

(vi) no oil, inflammable liquids, oily bilges or other liquids shall be discharged in the Marina Areas;

(vii) only propane fuelled marine barbecues properly mounted are permitted for use within the Marina. All other open flame barbecues are prohibited for use on the docks, within the confines of the Marina Areas, or at any other location at Ontario Place;

(viii) noise shall be kept to a minimum at all times and the Boater shall exercise good judgment in the operation of generators, engines, radios, etc. so as not to cause a nuisance to others;

(ix) swimming shall not be permitted in the Marina waters or from the sunken ship breakwater;

(x) laundry shall not be hung out on boats, docks, piers or other structures in the Marina Areas or any other location at Ontario Place; and

(xi) personal items, such as chairs, dock boxes, coolers etc. shall not be left on the docks without prior written approval of the Marina. If items are left on the dock without permission from the Marina, the Marina reserves the right to remove the items and notify the Boater, at which time the Boater will have seven (7) days to pick up items or the Marina will dispose of the items at the Boater's cost.

5.0 FEES AND PAYMENT

5.1 **Payment of fees.** The Boater shall pay all fees identified on the front page of this Agreement, in accordance with the timelines set out there.

5.2 **Debts.** If the Boater fails to pay an amount invoiced by or otherwise demanded by the Marina, such amount will be a debt due and owing to the Marina by the Boater and the Boater shall pay such debts immediately on demand by the marina. If no demand is made, such debts become due and payable without demand upon the termination or expiration of this Agreement.

6.0 SIGNING AND DOCUMENTATION

6.1 **Signing/Validity of Agreement.** This Agreement is not valid unless: (i) it is signed by the authorized representatives of the Boater AND the Marina; (ii) the Boater has paid all outstanding fees owed to the Marina under previous mooring or storage agreements; (iii) the Boater has provided a valid Certificate of Insurance in accordance with sections 6.2 and 7.3 of this Agreement.

6.2 **Documentation.** On signing this Agreement, the Boater shall provide the Marina with the following written documentation to the satisfaction of the Marina: (i) a certificate of registration of the Boat; (ii) a copy of the Boat's most recent marine survey carried out by an accredited marine surveyor; (iii) recent photographs of the Boat; (iv) a valid Certificate of Insurance to the Boat, confirming the insurance coverage requirements and stating any pertinent exclusions as applicable, contained by the policy, and (v) an agency agreement between the registered owner of the boat and the authorized agent, where the Boater is an agent of the owner of the Boat, showing the authority of the Boater to fulfill all obligations under this Agreement; or (vi) a leasing agreement between the registered owner of the boat and the lessee, where the Boater is a lessee of the Boat.

7.0 LIABILITY, INDEMNITY AND INSURANCE

7.1 **Assumption of risk and limitation of liability.** This Agreement is for the provision of a boat slip and related services only, and the slip, services, any equipment and other facilities are to be used entirely at the risk of the Boater and any partner, director, officer, employee, agent, contractor, passenger, crew or guest of the Boater. The Indemnified Parties shall not be liable for the care or protection either of the Boat or of the Boater, or of any partner, director, officer, employee, agent, contractor, passenger, crew or guest of the Boater or the property of the Boater, or of any partner, director, officer, employee, agent, contractor, passenger, crew or guest of the Boater however caused.

7.2 **Indemnity.** The Boater hereby shall indemnify and hold harmless the Marina, 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, its partners, directors, officers, employees, agents,

contractors, passengers, crew or guests, in connection with the use of the slip or any of the Marina services, equipment or other facilities used by the Boater, or by its partners, directors, officers, employees, agents, contractors, passengers, crew or guests.

7.3 **Insurance.** The Boater shall put into effect and maintain for the duration of this Agreement, at its own cost and expense, with insurers acceptable to the Marina, complete marine coverage insurance for the Boat including Protection & Indemnity, to an inclusion limit of not less than \$2,000,000 per occurrence. The Policy is to include Ontario Place Corporation as an Additional Insured. The Boater shall furnish proof of coverage to the Marina upon signing this Agreement.

8.0 TERM AND TERMINATION

8.1 **Term:** The Agreement shall be in effect only for the Season. The Marina is in no way obligated to enter into a summer mooring agreement with the Boater for future seasons. The Agreement will expire on the last day of the Season, unless terminated earlier pursuant to this Agreement, or extended in accordance with this Article 8.

8.2 **Monthly agreement extension.** If the Boater has elected to have a monthly agreement and the Boater makes a request to extend a monthly agreement, the Marina may, in its sole discretion, extend the term of this Agreement for such period and at such daily or monthly rates as it decides, at its sole discretion. **Requests and approvals regarding extensions shall be in writing.** Monthly Agreements cannot extend beyond November 11, 2011.

8.3 **Termination by Marina without cause.** The Marina may terminate this agreement on fifteen (15) days' written notice without cause and without liability.

8.4 **Termination by Marina for breach or improper conduct.** Without fault or liability, the Marina may terminate this Agreement:

(i) on one (1) day's written notice to the Boater, where, in the sole opinion of the Marina, the Boater or any of its partners, directors, officers, employees, agents, contractors, passengers, crew or guests of the Boater breaches any term of this Agreement;

(ii) immediately, upon giving notice to the Boater where, in the sole opinion of the Marina, the Boater or any of its partners, directors, officers, employees, agents, contractors, passengers, crew or guests engage(s) in: (A) any illegal conduct; (B) any conduct referred to under sections 4.6 and 4.8 of this Agreement.

8.5 **Consequences of termination by Marina.** On termination under section 8.4, the Marina may: (i) evict and remove the Boat, the Boater and any partner, director, officer, employee, agent, contractor, passenger, crew, and guest of the Boater from the Marina Areas or elsewhere at Ontario Place at the Boater's expense; (ii) repossess the slip and rent it out to any other person. If a Boater has been evicted from the Marina under section 8.4 or is otherwise unauthorized to be on Ontario Place property, including its waters, any other Boater contractually responsible for the Boater's Boat shall also be evicted and the Boat is to be removed forthwith. An evicted Boater or its agent shall only be allowed on site after submitting a request in writing to the Marina, and for the sole purpose of removing the Boat from the Marina permanently. The Boater or its agent shall be escorted at all times while on site.

8.6 **Suspension by Marina for investigation of breach or improper conduct.** Where the Marina has reason to believe a Boater has breached the Agreement, the Marina, at its sole discretion, may decide to suspend the rights of the Boater and any partner, director, officer, employee, contractor, passenger, crew, and guest to access Ontario Place, the Marina Areas, and the Boat, pending an investigation. During the investigation period, the Boater or its agent, including any other person who has signed this agreement, shall only be allowed on site after submitting a request in writing to the Marina, and for the sole purpose of performing necessary maintenance or servicing of the Boat. The Boater or its agent shall be escorted at all times while on site. Upon completion of the investigation, which shall not be unreasonably delayed, Ontario Place will inform the Boater(s) 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 8.4 and the Boater(s) is obligated to immediately comply with sections 8.5 and 8.8.

8.7 **Termination by Boater.** The Boater may terminate this Agreement at any time by giving fifteen (15) days' written notice to the Marina. In such case, no refund of the fees will be made under any circumstances.

8.8 **Removal of Boat at end of Season or on termination.** The Marina shall cease operations in the Marina Areas one day prior to the last day of the Season and the Marina Areas shall be closed after 11:00 a.m. on the last day of the Season. The Boater acknowledges that after the end of the Season, there will be no Marina staff in the Marina Areas.

The Boater shall remove the Boat from the Marina Areas and any other location at Ontario Place upon the expiration or termination of this Agreement, and if he or she fails to remove the Boat by 11:00 a.m. on the last day of the Season, or by the time stipulated in any notice of termination, OPC may consider extending this Agreement in accordance with section 8.2, and if approved, the Boater shall pay the regular daily dockage rate as specified in the Marina Fee Schedule in respect of each subsequent day during which the Boat remains in the Marina Area or elsewhere at Ontario Place. At any time after 11:00 a.m. on the last day of the Season, or after the time stipulated in any notice of termination, and at the Boater's expense, the Marina has the right to move the Boat to another mooring facility within Ontario Place or elsewhere, without any liability to the Marina howsoever caused.

If the Boater fails to remove the Boat by 5:00 p.m. on November 11, 2011 the Boater shall pay to the Marina as liquidated damages, dockage fees in an amount equal to twice the daily dockage rate as specified in the Marina Fee Schedule in respect of each subsequent day during which the Boat remains in the Marina Areas or elsewhere at Ontario Place. The Boater shall pay all such expenses, dockage fees and amounts owing as liquidated damages to the Marina upon demand.

The Boater shall remove all personal property from the Marina Areas or from any other location at Ontario Place upon expiration or termination of this Agreement.

9.0 GENERAL PROVISIONS

9.1 **Relationship of Parties.** This Agreement is for the rental of a slip in the Marina only and the provisions of this 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.

9.2 **No bailment.** This Agreement is not an agreement of bailment. The Boater is not the bailor of the Boat nor is the Marina the bailee of the Boat. At all material times as between the Boater and the Marina, the Boat shall be and shall be deemed to be in the possession of the Boater notwithstanding that the Marina may, as herein provided, move or otherwise handle the Boat and any and all such moving or handling shall be deemed not to take the Boat out of the possession of the Boater.

9.3 **Lien.** The Boater acknowledges that the Marina may place a lien against any Boat and its contents for amounts due in respect of the use of the slip, the cost of repairs for any damage caused to any Marina property by the Boater, his or her passengers, crew or guests, or by his or her Boat, and for any expenses incurred by the Marina on behalf of the Boater or other debts of the Boater due to the Marina under the terms of this Agreement. The Marina may give notice of the lien to the Boater, subject to the Repairs and Storage Liens Act, R.S.O. 1990, c. R.25.

9.4 **Force Majeure.** Neither party shall be liable to the other party for any failure to comply with or to delay in the performance of the terms of this Agreement where such failure or delay, directly or indirectly or in whole or in part, arises from an event beyond its reasonable control such as (but not limited to) natural disasters, acts of war, insurrection, terrorism, or action taken by governmental authority in hindering or defending against such occurrence, strikes, slowdowns, lockouts or other labour or employee interruptions or disturbances, whether involving employees of the Marina or of any other person over which the Marina has no reasonable control. A party seeking to rely on the provisions of this section may do so only if notice in writing identifying the event relied on and the date of its occurrence is given to the other party within five (5) days of the occurrence of the event.

9.5 **Notices.** Any notice, request, consent or approval under this Agreement shall be given in writing to the contact details set out on the front page of this Agreement.

9.6 **Waiver.** No failure by either party to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement.

9.7 **Survival.** Sections 2.4 (a) (relating to non-liability of Marina), 3.5, 3.6, 3.8, 5.2, 7.1, 7.2, 8.5, 8.8, 9.1, 9.3, 9.4, and 9.7 and clause 4.8(iii) survive the expiry or termination of this Agreement.

9.8 **Entire agreement/amendments.** This Agreement constitutes the entire agreement between the Marina and the Boater with respect to the provision of a slip at the Marina 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.

9.9 **Governing Law.** This Agreement and all disputes or other matters arising out of it shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. The parties shall attorn to the jurisdiction of the courts of the Province of Ontario.