

# ***City Of Mississauga Conditions For The Acceptance Of Applications For Slip Rental In Lakefront Promenade Public Marina***

1. Must fill in Application for boat docking space form in full.
2. Must make two payments to secure a slip by February 15.
3. Owner must provide a copy of their boat registration.
4. Must provide proof of appropriate insurance on the boat. This insurance must have a third person clause. Must have a minimum of \$1,000,000.00 liability clause.
5. All boat owners agree to have their boats removed by the second last weekend in October. Boats not removed by this date may incur winter storage fees per day of use. The Marina reserves the right to remove the boat after this date at the owner's expense.
6. All late payments will result in a 10% additional charge on the total amount of the owing fee and incur an additional 5% on the total owing after every 30 days.
7. All refunds will incur a \$100.00 cancellation fee. All refund request must be made in writing Refunds: Refunds will be granted prior to April 15th less a \$100.00 administration fee. Refund request must be in writing. Refund request after April 15th will be granted providing the slip can be rented and calculated from the last day of the month . Refunds are not available after August 1st.

# Lakefront Promenade Public Marina

## Rules And Regulations

All boaters must abide by all of the following rules and regulations or risk having docking their docking privileges terminated. The boat owner and guest acknowledge and agree to hold harmless and indemnify the City of Mississauga and its councilor's, officers, employees, agents and contractors, from and against, any loss of, or damage to, property, personal injury or death, or any other losses, actions, claims, causes of action, damages, both direct or indirect, and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Register Owner, its employees, servants, agents, or any of the Registered Owner's permitted invitees, guests or participants, during or otherwise in relation to or in connection with the Registered Owner's use of the Marina and all activities relating to such use, including that which has been caused or contributed to by any negligence or breach of the *Occupiers Liability Act*, the condition or state of repair of the Marina and the breach of any of the Conditions and Rules and Regulations of the Marina by the Registered Owner and including, without limiting the foregoing, any negligent act or omission of the Register Owner, its or their employees, volunteers, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

1. Summer docking will be available from the second weekend in May to the second last weekend in October.  
Fees will apply for early arrival or late departure as per marina fee schedule
2. The boater is responsible for the removal of their boat no later than the 2<sup>nd</sup> last weekend of October.
3. A 20 or 30 amp hydro service will be issued to each boat (except inside fingers at the foot of each dock system). If available, an additional service will have a fee of \$250.00 per season.
4. Minimum docking charges are as follows:  
Dock A - 30 Feet(30 foot fingers)  
Dock B - 35 Feet(40 foot fingers)  
Dock C - Slips 27-53- 25 feet(25 foot fingers)  
Dock C - Slips 1 - 26- 20 feet(20 foot fingers)

5. The owner acknowledges that the filling of a slip will be selected in relationship to the maximum size of boat the slip will accommodate.

Dock A - Accommodates boats 30' to 34'

Dock B - Accommodates boats 35' to 45'

Dock C - #27-53 Accommodates boats 25' to 29'

Dock C - #1-26 Accommodates boats

Marina management will request boaters to move to a proper size slip when one becomes available. The marina has final say on all slip allocation and may utilize slips at its discretion.

6. The lease for a slip is an agreement between the registered owner and the Marina and cannot be sub leased. The leasing request will be kept on a list by the size of a slip that will accommodate the boat and the date in which the request was received.

7. Only the assigned slip may be used by the registered owner. Any requests for transfer must be forwarded to the Marina management in writing and will be accommodated if the slip becomes available.

8. By making an application for a slip, the boat owner acknowledges that they are satisfied with facilities, docking, parking and will provide any necessary protection for their boat, recognizing that the water level in Lake Ontario varies from time to time.

9. The Marina staff will not allow anything but professional conduct from any of the owners or operators, guests and any abuse to other individuals, threats, fights, illegal drug use, destruction of property or flagrant misuse of one's privileges will automatically cancel the docking slip.

10. Misconduct or damages caused by neglect of the boat owner may result in the cancellation of their docking privileges. The Marina staff must be made aware of any damage to the docks or any other concerns about the condition of the facility. The boat owner is responsible for all damage to the docking system caused by neglect or damage caused by the vessel.

11. Boats and contents are docked at the owner's risk. Vehicles and contents left in the parking lot are also left at the owner's risk. The marina does not guarantee parking. The Marina will not be responsible for any damage or loss. Vehicles will not be permitted to park in the fire routes.

12. It is the owner's responsibility to notify the Marina staff of any changes to their address, telephone number or boat ownership

13. A) Owners whose vessel requires repairs must inform the Marina if their repairs are to be carried out at the Marina.
- B) The Owner or contractor effecting said repairs must exhibit proof of insurance coverage to the Marina management. Contractors are the responsibility of the boat owner. Contractors must provide proof of \$2,000,000.00 liability and add the City of Mississauga as additionally insured. Contractors are responsible for the removal all materials and must abide by clean marine guidelines.
- C) Major boat repairs will not be permitted at the Marina.
14. In the event a boat sinks at the Marina, the boat owner must remove the boat forthwith. If the owner fails to do so, the marina will remove the boat at the owner's expense.
15. Vessels leaving for longer than 24 hours will notify the Marina staff. The Marina reserves the right to rent all docking space when vacant. Boaters must notify the marina 24hrs. prior to returning to the marina.
16. Boat owners must not make any alterations to the dock or quay.
17. The owner agrees not to have any part of the bow or stern overhanging the dock. There must be a clear unobstructed dock system which provides a safe environment for its users. Dock chairs and tables will not be permitted on the main dock and will only be allowed on the fingers providing both slip users agree to such use. Failure to abide by marina request may result in cancellation of docking privileges with no refund. The power pedestal must remain clear of all hose's and cords.
18. Sailboat owners and skippers may be requested to tie off halyards and lines.
19. The owner and their guests agree not to abuse any of the marina services available (e.g. water, hydro, laundry room and washrooms). Air conditioners are to remain off when not onboard.
20. The owner and guests agree to obey all signs at the Marina, all boats must enter and depart the dock under engine power. Speed limit in the harbour is 10 k.m.
21. The boat owner and guests agree to adhere to quiet hours of 11:00 p.m. to 6:00 a.m. so as not to disturb fellow boaters. No outside speakers after 11:00 p.m.
22. The marina recommends bow in berthing.

23. The owner is responsible for the removal of their own litter. The owner is responsible for the proper disposal of all oils, antifreezes, paints etc. the boater must take these materials to proper re-cycle stations. Non compliance will result in cancellation of slip fees.
24. Swimming is prohibited in the confines of the Marina.
25. Cast fishing is prohibited in the confines of the Marina.
26. Pets must be kept on a leash in the Marina and surrounding parkland .Pets are not allowed in the washroom area and the owner is responsible for the collection of their droppings.
27. Tarpaulins or other covers are the responsibility of the owner and the owner is also responsible for any damages caused by the cover.
28. Use of wind surfers in the Marina is prohibited.
29. Small children must be under the supervision of a responsible person at all times. The marina recommends personal P.F.D for all children on the docks and footwear for all users of the marina and grounds. Under age consumption of alcohol will not be permitted on the docks or marina property.
30. Lockers, dock boxes, Satellites, etc. are not permitted on the docks.
31. A) No advertising or soliciting will be permitted in the Marina unless authorized by Marina Management. Commercial operation's, charter service, will not be permitted from the marina regardless of pick up and drop off location.  
  
B) Commercial film shoots must be approved by the City of Mississauga. Permits and applications must be submitted along with payment to the City of Mississauga providing request is granted.
32. No person shall discharge oil, inflammable liquids, oily bilges, or other liquids in the Marina area.
33. Barbeques are not permitted on the dock system.
34. Laundry shall not be hung out on vessels, docks or piers at the Marina.

35. No vessel shall refuel at any slip. Fuelling must be done at the fuel dock and only while a fuel attendant is on duty.
36. Security access cards will be given out with a \$20.00 deposit, broken cards etc. are not the responsibility of the Marina.
37. The Marina reserves the right to cancel docking privileges at any time. Failure to remove the boat within three days of notification will render the owner liable for all removal and storage charges. Notice shall be served by registered mail to the last known address of the registered owner. Where boats are not registered with the Marina, notice shall be securely posted on their boat at least twenty four hours prior to removal. Peel police will enforce these regulations. The Marina also reserves the right to request a slip to become vacant for any reason it may see fit.
38. Tenders, P.W.C's will be permitted providing NO interference with fellow boaters. The marina requires tenders to be tied under the bow, stern in docking.
39. **Refunds:** Refunds will be granted prior to scheduled April 15th less a \$100.00 administration fee. Refund request must be in writing. Refund request after April 15th will be granted providing the slip can be rented and calculated from the last day of the month. Refunds are not available after August 1<sup>st</sup>.
40. Fee's: Late payment fee of 10% on Total owing will apply for late payments.  
an additional 5% will apply to total owing for late payment after each month (30 days).

NOTE: Exemptions to the Marina rules and regulations will not customarily be granted, however depending on special circumstances of the individual case, exemptions may be granted in writing by Marina management.