



GRAY'S CREEK MARINA
2024 SEASONAL DOCK AGREEMENT

To secure a seasonal slip for the 2024 season, please complete the following application and return it with a **\$250** deposit, to the office of the Raisin Region Conservation Authority. The balance of your slip must be paid no later than April 26th, 2024. **Please note : you are not guaranteed a slip. Docks are assigned on a first come, first serve basis based on availability, dock space and size of boat.**

Applicant's Contact Information

Has your information changed: Yes No

Name: _____ Home Phone: _____
 Street: _____ Cell Phone: _____
 City: _____ Work Phone: _____
 Province: _____ Postal Code: _____
 Email: _____

By entering your personal information, you consent to receive emails and other communications from the Raisin Region Conservation Authority regarding Gray's Creek Marina.

Boat Information (this information is required)

Is your boat a pontoon Yes No

Make & Model: _____ Registration No. _____
 Boat length: _____ Boat Width: _____ My boat is insured: Yes No

If you have multiple boats, please provide the registration number for all boats using your dock: (Any and all boats using your slip must be registered with the RRCA by providing the boat's registration number).

Registration Numbers: _____

***PROVIDING YOUR BOAT'S MEASUREMENTS (BOTH LENGTH & WIDTH) IS REQUIRED. THIS HELPS STAFF WHEN ASSIGNING DOCKS SO PLEASE MAKE SURE THIS INFORMATION IS INCLUDED.**

***Your registration number (*number located on the side of your boat*) is required. Should you not provide the registration number by the November 15th deadline, your application will be considered incomplete, you will not have secured your slip and the slip may be assigned to someone else. Having your boat's registration number will assist staff monitor boats parked in slips and can help prevent non-paying customers from docking in an assigned seasonal slip. Please contact the RRCA office if you have any inquiries.**

2024 Docking Fees & Payment

	<u>Price</u>	<u>HST</u>	<u>Total</u>
Boats measuring 17 feet and under	\$631.96	\$82.15	\$714.10
Boats measuring over 17 feet to 20 feet	\$708.63	\$92.12	\$800.75
Boats measuring over 20 feet	\$890.95	\$115.82	\$1,006.75

I would like to Request Slip #: _____

*Please note that your requested slip is not guaranteed. The RRCA may assign you a different slip based on boat and dock size.

Payment Option

Pay Deposit (\$250) now, balance on April 26/24

Pay in Full

Cash

Visa

MC

Cheque

Credit Card # _____ Expiry Date: _____ 3-digit code: _____

I have read and agree to abide by the Gray's Creek Marina regulations, terms and conditions set out in this agreement.

Applicant Name

Date

TERMS & CONDITIONS

BETWEEN the Raisin Region Conservation Authority (Marina Operator) and the undersigned owner or duly authorized agent of owner herein called Owner. Gray's Creek Marina shall be referred to herein as the "Marina". The parties hereto agree one with the other as follows:

1. In this Agreement, Marina area includes the area encompassed by the Marina facilities, including buildings, grounds, docking facilities and harbours, and includes the approach channels designated, marked, and buoyed by the Marina.
2. This Agreement shall be in effect for the term set in this agreement (April 28, 2024 to November 1, 2024) unless sooner terminated in accordance with the following conditions:
 - (a) By the destruction of the mooring facilities by fire, storm, or other calamity
 - (b) By the breach of the terms of this agreement
3. The Owner agrees to pay the full docking fee by the deadline stated in this agreement. If the Owner fails to pay the full fee by the said deadline, this agreement becomes null & void, and the Owner will not be permitted to dock their boat.
4. Subject to the terms of this Agreement, the Marina Operator agrees to provide the Owner with a slip for the Boat at the Marina, as assigned by the Marina Operator, for the 2024 Docking Season. Owners who request more than one boat to be registered in their slip must provide the registration number for all boats.
5. The Owner agrees to comply with all terms of this Agreement, and with all rules and regulations posted from time to time in the Marina area and by the Marina Operator. If the Owner breaches this Agreement or violates the posted rules and regulations, this Agreement shall, at the option of the Marina Operator, terminate immediately, and the Marina Operator may remove the boat from its mooring space at the Owner's risk and expense and retake possession of said space immediately.
6. The Owner agrees to have their boat insured by complete marine coverage including liability and to furnish the Marina Operator with proof of this coverage. Failure to provide proof of insurance coverage to the Marina Operator shall be considered a breach of this Agreement. Each Owner will be held responsible for damage they may cause to other boats in the Marina or to the structures or facilities thereof. **(See section "Insurance")**.
7. No refuse of any kind shall be thrown overboard or otherwise put into the waters within the Marina. Garbage shall be deposited in bins provided for that purpose.
8. Fire of any kind is strictly forbidden in all Marina areas. Noise shall be kept to a minimum at all times. All persons shall use reasonable discretion in operation of generators, engines, radios, etc. so as to not cause a nuisance to others.
9. Boat Owners shall not store supplies, materials, accessories, or debris on the docks and shall not construct thereon any lockers, chests, or similar structures. Painting, scraping, or repairing of gear shall not be permitted on the docks or piers.
10. The sub-leasing of slips and/or transferring of boats from one slip to another shall not be permitted. The Owner agrees that in the case of emergency, the Marina Operator may remove the boat from the space rented to any other mooring space. It is understood and agreed that in the event of any emergency or when deemed necessary by the Marina Operator for any other circumstances, the Owner shall move their boat immediately in accordance with Marina Operator's instructions.
11. In the event of the boat sinking at the dock or in the Marina area, the Owner shall remove such wreck forthwith immediately upon notice given to him by the Marina Operator. Failing this, the Marina Operator will remove such wreck at the Owner's expense. **The Marina Operator will not be liable should any damage occur to the boat during such removal.**

12. It is understood and agreed that all personal property must be removed from the Marina area upon the termination of this Agreement. If the Owner fails to remove personal property, the Marina Operator will remove such property at the Owner's expense.

13. No boats shall exceed the speed of 10km/h in the Marina area or approach channels.

14. Where the registered owner of a boat is not a Party to this Agreement, the Owner in charge of the slip shall be deemed, for the purposes of this Agreement, and hereby represents that he executes this Agreement as the duly authorized Owner. **The Owner agrees and assumes all responsibility stated in this Agreement for their boat and/or other boats that have been registered to the Owner's assigned slip.**

15. **The Marina Operator shall in no way be responsible or held liable for any damage or loss arising from the improper placement or shifting of channel markers, buoys or other navigational aids in the approach channels or the Marina area.**

16. **This Agreement is for the services listed above only, and such space and services, and Marina is to be used at the sole risk of the Owner. The Marina Operator shall not be liable for the care or protection of the boat (including her gear, equipment, and contents), her passengers, crew, or guests or for any loss or damage of whatever nature to the boat, her contents, gear, or equipment or to her passengers, crew, or guests, whether due to the negligence of Marina Operator, its agents, or employees, or to any other cause. Owner indemnifies and holds the Marina Operator harmless against any loss, cost, suit, or claim arising out of the use of the above-mentioned space, services or Marina equipment or any handling of the boat in connection therewith, whether or not, such loss, cost, suit, or claim is based upon the negligence of Marina Operator, its agents, or employees, or to any other cause.**

17. Solicitation of any kind is not permitted on the Marina premises.

18. If an Owner sells their boat, the buyer may be permitted to park the boat in the slip if:

- a) no other seasonal dock owner wishes to move to that slip; or
- b) there are no names on the waiting list for seasonal docking.

The buyer must enter into a Seasonal Dock Agreement with the Marina Operator. The Owner is responsible for advising the buyer of this condition.

19. If the Owner must cancel his/her dock, a refund may be provided at the discretion of the Marina Operator. A pro-rated user fee will be charged for cancellations starting April 28th up to the date of cancellation plus:

- a \$55 cancellation fee (cancellations prior to June 30th);
- a \$110 cancellation fee (cancellations after June 30th);

No refunds will be provided after July 31st.

20. The rights presented hereunder to the Owner do not constitute an interest in land and shall only be construed as a bare license which is strictly personal in nature. The Owner shall not assign any rights from this agreement nor sublet the slip or any part thereof to any other person.

21. **The Marina Operator, its members and employees shall not be liable for claims, for consequential damages, arising out, occasioned by, or attributable to the nature, construction, design, condition, or state of, occasioned by, or attributable to the presence on, rental, occupancy or use of the Marina or the spaces or premises herein leased by the Owner or by any person visiting same or being therein.**

INSURANCE

The Boat owner shall put into effect and maintain for the duration of this Agreement, at its own cost and expense, with Insurers acceptable to the Marina;

1. Liability insurance through;
 - a. Complete marine coverage insurance for the identifying Boat including Protection & Indemnity (marine equivalent to third party liability), or
 - b. Watercraft liability extension on a Personal Property (homeowners/Condo owners/tenants) policy.
2. Such liability insurance policy shall;
 - a. Have a limit of not less than \$2,000,000 per occurrence, and
 - b. Include the Raisin Region Conservation Authority as an additional insured (*if possible*)
3. Physical damage coverage on the boat is highly *recommended* for your protection as the Raisin Region Conservation Authority will not be liable for damage to the boat for any reason.

Proof of the above-mentioned insurance confirming the \$2 million watercraft liability coverage for your boat can be submitted by:

1. Providing a copy of your **valid** insurance policy; or
2. A letter/email from your insurance company confirming the required liability coverage;

The boater will be responsible for informing the Raisin Region Conservation Authority should their coverage change or if the policy is no longer valid.

The insurance coverage provided to the RRCA shall be for any damages or loss sustained by any person, including personal injury and property loss to such person, damage or loss caused to the property of other Boaters and their boats, the property and premises occupied and managed by the RRCA, and to all third party claims which may arise out of or be caused by the fault or negligence of the Boater, his or her passengers and / or crew. The Boater further agrees should a claim arise out of or be caused by the fault or negligence of the Boater his or her passengers or crew, that the Boater shall fully indemnify the Raisin Region Conservation Authority, its members and employees against all actions, causes of actions, suits, claims, and demands that may be brought against or upon the Raisin Region Conservation Authority, its members & employees against any and all loss, costs, damages or expenses which the Raisin Region Conservation Authority, its members & employees may sustain, suffer, incur or be liable to resulting from or in any way incidental to the operation of the Marina.

Should other Boaters (family members/friends) be permitted to moor their boat in your registered assigned slip, those Boaters must also provide the RRCA with a copy of the required insurance. Otherwise only boats registered to the permit holder will be authorized to moor in the marina.

The Boater shall furnish proof of coverage; evidence of valid insurance and renewal replacement, confirming these insurance coverage requirements and stating any pertinent exclusions as applicable, contained by the policy.

The Boater will deliver new certificates of insurance from the licensee's insurer to the RRCA no later than April 26, 2024. Failure to show proof of insurance by this date will result in forfeiture of your slip. Cancellation fee will apply. *Providing the name of the insurance company and policy number only, will not be accepted.*

