



www.cryslerparkmarina.com

2012

2012 SEASONAL DOCKAGE

Welcome back to Chrysler Park Marina where another fabulous boating season awaits you.

Seasonal dockage deposits were due on October 31, 2011 in order to reserve your slip for the 2012 season. All slips that have not been reserved are now available to any boater. This will increase the efficiency of booking new seasonal slips during our trade show season. If for some reason you have failed to pay your dockage deposit you must contact the St. Lawrence Parks Commission Administration Office at 1-800-437-2233 or locally 613-543-3704, ext. 2478 (Cheryl Petralia) or ext. 2479 (Marilyn Pilon) immediately to make your payment.

Your Summer Docking Agreement for 2012 is enclosed. Please ensure that all information is up-to-date and completed in full. For your convenience, you will find enclosed a fee schedule for 2012. The enclosed Summer Docking Agreement and the Licence Agreement must be returned by **March 1, 2012** regardless of the method of payment chosen.

Payment options for seasonal dockage are as follows:

- Three post-dated cheques (dated March 1, April 1 and May 1) or written authorization to use your credit card.
- Full payment made by credit card, cash or cheque must be made on or before **April 1, 2012**. All accompanying paperwork must be received by **March 1, 2012**.

Note: For the upcoming season please ensure that your payment arrangement and all paperwork has been completed and submitted by the date outlined on your chosen payment option. If arrangements have not been made and/or the docking agreement and licence agreement have not been received your slip will not be available.

We have lots of exciting new plans for 2012 including new docks. If you are interested in a new dock, please contact us for availability. An update of what's new and our calendar of events will be sent to you via e-mail prior to launch. *Stay tuned and come on summer!*

Sincerely,

Tim Robins
Harbourmaster
Chrysler Park Marina

Enclosures





LICENSE AGREEMENT

2012

THIS LICENSE AGREEMENT made in duplicate effective the **1st day of April 2012**.

BETWEEN:

ST. LAWRENCE PARKS COMMISSION
13740 County Road No. 2, Morrisburg, Ontario, K0C 1X0

hereinafter called the "Commission"

AND

Name: _____

Address: _____

Telephone No.: _____

hereinafter called the "Licensee"

The Commission and the Licensee acknowledge as follows:

1.00 Representations And Warranties

The Commission owns and operates the Crysler Park Marina situated in the Township of Williamsburg, 9 kilometres east of Morrisburg on the north shore of the St. Lawrence River at Buoy 72 hereinafter called the "Marina".

The Licensee is the owner, the managing owner or the agent acting under the authority of an owner of a boat hereinafter called the "Boat" described as follows:

Boat Name: _____

Registration Or License No.: _____

Length Overall: _____

(Length overall must include bow sprits, pulpits and swim platforms.)

The Licensee has requested the Commission to grant a license to the Licensee for the purpose of mooring the Boat at the Marina.

The Commission and the Licensee agree as follows:

2.00 License

2.01 The Commission grants to the Licensee and the Licensee accepts from the Commission, subject to the terms and conditions contained in this Agreement, a non-exclusive license:

(a) to use and occupy that portion of the docking facilities of the Marina assigned to the Licensee by the Commission only for the purposes of mooring the Boat and for hooking up the Boat to a water supply outlet or electrical hook-up; and

(b) for the Licensee and his or her family, servants, agents and invitees to use the washrooms, picnic areas and the recreation area located at the Marina.

2.02 The term of this license will be for a period commencing on the **1st day of April, 2012**, and ending on the **28th day of October, 2012**, unless sooner terminated under the provisions of this Agreement or otherwise.

2.03 The Commission reserves the right to reallocate moorings for the Boat at any time by assigning to the Licensee other suitable facilities in the Marina.

3.00 Services

3.01 Upon request by the Licensee, the Commission will provide, in addition to the moorings, water hook-up and electrical hook-up referred to in clause 2.01(a), shrink wrapping, pumping, storage facilities, on-site parking and garbage disposal.

3.02 The Commission assumes no responsibility for the temporary or unavoidable interruption of the supply of electrical power due to any cause.

4.00 Fees

- 4.01 The Licensee will pay to the Commission the fee or fees for the use of the moorings, water hook-up and electrical hook-up facilities and for any additional services referred to in paragraph 3.01 of this Agreement as set out in the fee schedule attached as Schedule "A".
- 4.02 The fee or fees payable under this Agreement will be payable in advance of occupancy or the provision of services unless otherwise agreed by the parties in writing.

5.00 Removal Of Property

- 5.01 Upon the termination of this Agreement or, in any event, no later than the **28th day of October** of the year of signing this Agreement, the Licensee will immediately remove the Boat, the equipment connected with it and any other property belonging to the Licensee from the Marina and leave the mooring facilities in good order and condition. On default of the Licensee in removing the Boat, the equipment connected with it and any other property on termination of the Agreement, the Commission may cause the Boat, the equipment connected with it and any other property to be removed, at the Licensee's risk and expense, to a place of storage selected by the Commission and the Licensee will reimburse the Commission upon demand for the cost of the removal and storage. The Commission will have a lien against all of the property for storage pursuant to the Repair and Storage Lien Act, 1989, S.O. 1989, Chapter 17.

6.00 Non-Liability Of Commission

- 6.01 The Commission will not be liable for any negligence or failure in safeguarding the Boat or equipment connected with it, or for any damage to or loss of the Boat or equipment connected with it by reason of theft, fire, collision, inclement weather, power failure or any other cause. The Commission will not be liable for any injury or death of the Licensee, his or her family, servants, agents and invitees or for any claim by any third party against the Commission, its employees or agents arising out of the operation of the Boat or equipment with it or arising out of the construction, design, condition or state of repair of the Marina, unless it was caused by the negligence or wilful act of an employee or agent of the Commission while acting within the scope of his or her employment or agency respectively. The Licensee assumes complete responsibility for the Boat and equipment which may at any time be located in the Marina and for any other vehicle of the Licensee, his or her family, servants, agents and invitees.
- 6.02 The Licensee will indemnify the Commission from and against any and all losses, costs, proceedings, liability, claims, damages or expenses.
- (a) arising out of any act or neglect by the Licensee, his or her family, servants, agents or invitees while in and about the Marina, or
- (b) arising out of any breach by the Licensee of any provision of this Agreement,
- including liability for injury or damage to the person or property of the Licensee, his or her family, servants, agents or invitees.

7.00 Insurance

- 7.01 The Licensee will throughout the term of this Agreement keep in force general comprehensive public liability insurance and property damage insurance with limits not less than \$2 million for each occurrence. The Licensee will deliver certificates of insurance from the Licensee's insurer to the Commission prior to the execution of this Agreement. The Licensee will insure its personal property and the Boat for fire and extended coverage.

WARNING TO LICENSEE:

You should notify your boat insurer that you have signed this Agreement, as it may invalidate your insurance unless you have the consent of the insurer in writing.

8.00 Non-Assignability

- 8.01 This license is personal and will not be assigned either in whole or in part by the Licensee.

9.00 Regulations

- 9.01 The Commission will have the right from time to time to make reasonable rules and regulations as in its judgment may from time to time be necessary for the use and cleanliness of the Marina and the safety and care of the users of the Marina. The Licensee will observe and agrees to compel his or her family, servants, agents and invitees to comply with these rules and regulations. As of the effective date of this Agreement, these rules and regulations are as set out in attached Schedule "B" and are deemed to form part of this Agreement.

10.00 Termination

- 10.01 In any of the following events, the Commission will have the right to terminate this Agreement by notice to the Licensee:
- (a) if the Licensee defaults in observing any of the terms or conditions of this Agreement; or
- (b) the destruction of the mooring facilities by fire, inclement weather or by any cause whatsoever.

11.00 Lien Right

11.01 The Commission will have a lien against the Licensee’s Boat and equipment for any unpaid sums due for the use of any of the Marina facilities or for the supply of any Marina services by the Commission to the Licensee. The Commission may refuse access to the Boat or its equipment by the Licensee or delivery of the Boat or its equipment to the Licensee until the lien is satisfied.

12.00 Notices

12.01 Notices under this Agreement will be given in writing and sent by personal delivery or by ordinary prepaid mail to the parties at the addresses set out on page 1 of this Agreement, unless either party gives notice of another address.

12.02 Notices sent by mail will be deemed to have been given on the 4th business day after the date of mailing.

12.03 Notices sent by personal delivery will be deemed to have been given at the time of the said delivery.

13.00 Compliance With Law

13.01 The Licensee will not do or permit any act or omission which may be detrimental or cause damage to the Marina to be done during the term of this Agreement. The Licensee will comply with all federal, provincial and municipal laws, regulations and orders at all times while using the Marina.

14.00 Confidentiality

14.01 The collection, use and disclosure of personal information is governed by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 under the legal authority of The St. Lawrence Parks Commission Act, R.S.O. 1990, c.S.24, as amended by S.O. 1993, Chapter 16, S.4. and will be used by the Commission for administrative purposes.

15.00 Survival Of Obligations

15.01 All of the obligations of the Licensee accruing during the period of this licence and all of the indemnities by the Licensee will survive the termination or expiry of this Agreement.

16.00 Waiver

16.01 A waiver of any failure to comply with any term of this Agreement must be written and signed by the aggrieved party. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failure(s) to comply.

17.00 Amendments, Alterations And Additions

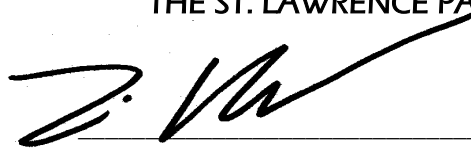
17.01 Subject to clause 4.02, if, at any time during the continuance of this Agreement the parties consider it necessary or expedient to make any amendment, alteration or addition to this Agreement, they may do so by means of a written agreement between them which will be supplemental to this Agreement and thereafter will form part of this Agreement.

18.00 Entire Agreement

18.01 This Agreement including Schedule “A” – Fees, and Schedule “B” – Rules and Regulations, constitutes the entire agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

IN WITNESS WHEREOF the parties have set their hands

THE ST. LAWRENCE PARKS COMMISSION



CRYSLER PARK MARINA HARBOURMASTER

LICENSEE

SIGNATURE

dated on the _____ day of _____, 2012.

DISPONIBLE EN FRANÇAIS



2012

LICENSE AGREEMENT

SCHEDULE "A"

Attached to and forming part of the agreement between the St. Lawrence Parks Commission and effective the 1st day of March 2012.

FEES

FEES SUBJECT TO CHANGE WITHOUT NOTICE

* PRIME SEASON - LAST WEEK OF JUNE TO LABOUR DAY

- COST PER FOOT IS FOR THE OVERALL BOAT LENGTH
(Length overall must include bow sprits, pulpits and swim platforms.)

	TAX EXTRA	INCLUDES TAX		TAX EXTRA	INCLUDES TAX
TRANSIENT DOCKING RATES			Pump Outs		
<u>With Electricity (COST PER FOOT)</u>			Summer Season - 89.25 100.85		
Daily -	1.65	1.86	Single Tank - 15.75 17.80		
Weekly -	8.36	9.45	Storage (COST PER FOOT)		
<u>Miscellaneous</u>			Summer Land Boat Storage - 17.86 20.18		
Daily Additional Electrical -			Winter Land Boat Storage - 11.20 12.66		
30 AMP (COST PER FOOT) -	0.23	0.26	Winter Interior Boat Storage - 28.09 31.74		
Daily Mooring (FLAT RATE) -	14.87	16.80	Shrink-wrapping (COST PER FOOT)		
FULL SEASON DOCKING RATES			PLUS APPLICABLE DISPOSAL FEE		
<u>With Electricity</u>			Cruiser - 13.39 15.13		
(COST PER FOOT) -	50.45	57.01	Fly Bridge - 15.53 17.55		
Monthly (PRIME SEASON) -	23.84	26.94	<hr/>		
Monthly (LOW SEASON) -	18.93	21.39	Weekly Trailer Storage - 82.50 93.23		
Extra Electricity (FLAT RATE) -	216.69	244.86	Summer Season Trailer Storage - 78.79 89.03		
Extra Power (DAILY FLAT RATE) -	6.88	7.77	Summer Season Cradle Storage - 78.79 89.03		
SERVICES			Overnight Parking (CAR AND/OR TRAILER) - 13.20 14.92		
<u>Boat Ramping</u>			Miscellaneous		
Daily Boat Ramping -	7.43	8.40	Marina Van		
Seasonal Boat Ramping Pass -	84.00	94.92	Return Shuttle Service (PER GROUP)		
Off Season Power (COST PER FOOT FLAT RATE) -	0.84	0.95	RETURN TRANSPORTATION TO UPPER CANADA VILLAGE OR		
Diving Charter Fee (DAILY) -	36.75	41.53	UPPER CANADA GOLF COURSE - 10.50 11.87		
			RETURN TRANSPORTATION TO MORRISBURG - 21.00 23.73		





2012

LICENSE AGREEMENT *SCHEDULE "B"*

Attached to and forming part of the agreement between the **St. Lawrence Parks Commission** and _____ effective the **1st day of April 2012**.

Failure to comply with the outlined rules and regulations may, at the discretion of the agent of the Commission, result in the immediate termination of the License Agreement, forfeiture of fees, fines or eviction from the St. Lawrence Parks Commission's properties.

RULES AND REGULATIONS

Conduct towards Marina staff or other persons

The Licensee shall not engage in any improper conduct towards Marina employees or any other person at Crysler Park 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 injury any person, has caused or might cause damage to the Marina property, 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 (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

Dock and Slip Payments

Absolutely no Boat will be launched 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 on the "Summer Docking Agreement" form. The Marina reserves the right to not renew any contracts for accounts of any type past due and the Marina reserves the right to cancel the Agreement for accounts past due.

Licensee and Guest Conduct

At all times while on the property of the Marina or any Boat moored therein, the Licensee 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 Licensee is responsible to ensure that the conduct of his/her party and guests is decorous and not in violation of any laws or regulations.

Noise

Be considerate. Please keep the volume of your music, voices and other noise to a reasonable level. Interfering with anyone else's use or enjoyment of the Marina, day or night, is not only inconsiderate, it is also contrary to St. Lawrence Parks Commission regulations. Quiet hours are enforced 24 hours a day.

Guests and Visitors

Guests and non-boat owners must register with Marina office staff before entering the dock area. Such registration and approval is for the purpose of assigning parking and security.

Requirements to Move Boat

The Licensee will move the Boat when instructed to do so by the Commission, its employees, servants or agents. The Licensee authorizes the Commission, its employees, servants and agents to move the Boat at the Licensee's expense and risk when a Boat is unattended and circumstances reasonably require the Commission to do so.

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, other Boats or the Marina, then the Licensee hereby authorizes the Marina to remove the Boat or make emergency repairs as may, in the absolute discretion of the Marina, be deemed necessary under the circumstances. The removal or repairs shall be made as economically as possible and the Licensee shall be liable for the cost thereof.

Sinking Boats

Any Boat which is sinking or sunk at its slip, service dock or anywhere in the Marina basin shall be removed by the Licensee at their expense immediately. If the owner does not respond or cannot be reached, arrangements will be made by the Commission, its employees, servants or agents to remove the vessel at the Licensee's expense and risk.

Boarding of Vessels

The Marina management or designate may board any vessel in the Marina at any time, for health and safety checks or to protect property and public peace.

Operating Vessel in Marina / Speed

Upon entering the Marina, the Boat comes under the jurisdiction of the Marina. The Licensee will maneuver, berth or anchor the Boat or any other Boat in accordance with the direction of the Commission, its servants or employees. Boats operated while within the confinements of the Marina breakwater and basin shall not exceed 4 mph. Absolutely no wake.

Fueling

While in the Marina the Licensee will fuel the Boat at the gas docks. The fueling of the Boat or any vessel at any other location is strictly prohibited. Chrysler Park Marina fuelling rules must be followed at all times.

Securing the Boat

It is the responsibility of the Licensee to ensure that the mooring lines are in good condition and used in sufficient quantity and secured properly in a seamanlike manner which is acceptable to the Marina. The Licensee will remove or replace immediately any unsafe mooring lines when instructed to do so by the Commission, its servants, agents or employees. All Boats must be secured to the slip so that no part, including the bow, bow sprit, bumpkin or other equipment will block any portion of the walkway. This may require Boats to dock stern in to prevent this obstruction or blockage.

Rental of Slip when Licensee is Away

During any absence of the Licensee's Boat from its assigned slip, the Commission has the right to license the dock to a third party on a transient basis. The Licensee shall notify the Marina when leaving for an extended cruise or for a period in excess of 24 hours. The Licensee shall ensure that no obstruction or equipment will be left in the slip while they are away. The Commission is not responsible for loss or damage to the Licensee's equipment during the Licensee's absence.

Refuse

Please have regard for the condition of the Marina and Park. No refuse of any kind shall be thrown overboard nor left on the Boat or in the Marina or Park area. Deposit all garbage and litter in the containers specified for this purpose. All garbage/kitchen bags and larger items must be put directly in the dumpsters. Please recycle all items in the designated recycling bins located throughout the Marina. Waste oil disposal is available at the Marina. Please make arrangements with the staff. 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.

Sale of Boat and Docks

The transfer or sale of the Boat does not transfer the assignment of the dock or slip to the new owner(s).

Workers

All workers and contractors must have prior approval and are required to sign in at the main Marina office before beginning work. Approval must be granted through the Marina office. If workers have not been granted access and/or made prior arrangements, the Marina reserves the right to deny access and eject workers from the Marina. Such approval is required for reasons of security and health and safety. Please ensure notification to your contractors of this regulation.

Maintenance

Painting, scraping or replacing of gear on the docks, at the Marina or any other Park location is not permitted without the permission of the Marina designate.

Marina Property Left on Site

Any equipment or belongings left on the Marina property without permission or after the completion of the season will be removed by the Commission staff and disposed of at the owner's expense.

Additional Prohibitions

- (i) The Licensee will not advertise for sale or solicit the sale of the Boat, its equipment or any other property of the Licensee on any Boat within the Marina without the consent of the Harbourmaster or Marina designate.
- (ii) The Licensee will not swim or dive within the Marina basin.
- (iii) The Licensee will ensure all lines and halyards are tied down and will not cause any objectionable noises to emanate from the Boat.
- (iv) Pets must be controlled and on a leash of less than 2 metres and owners must clean up after the pet at all times. Pets are not permitted in Marina buildings.
- (v) Campfires are permitted only in the fire pits in the designated campfire area.
- (vi) Smoking is forbidden in any Parks of the St. Lawrence building.
- (vii) Young children must be accompanied by an adult at all times.
- (viii) All vehicles must be parked in the designated parking area only. At no time will vehicles be permitted to park on the grass. Designated loading areas have a maximum 10 minute parking limit.
- (ix) Dock boxes, lights, steps, umbrellas, ladders, satellite dishes and mounts or any other items or equipment can only be attached to docks with permission from the Harbourmaster (no exceptions). Location and method of attachment will be determined by the Harbourmaster or their designate.
- (x) Docks must remain accessible at all times. Do not block docks with equipment or chairs.
- (xi) Fireworks are not permitted on Commission property.
- (xii) Barbecuing on barbecues affixed to the Boat and on barbecues provided by the Marina at designated areas is acceptable. Barbecuing or cooking on the actual dock or finger docks is strictly prohibited. Barbecues in the barbecue area cannot be removed without approval by the Marina staff.

DISPONIBLE EN FRANÇAIS



CRANE-IN AGREEMENT

2012

- The Marina has organized the date and crane services for crane-in. The Marina is not deemed responsible for any damages or losses incurred during the crane-in. Any damages or losses incurred as a result of the crane-in are the responsibility of the owner or MacGregor Crane Service. This may include but is not limited to all aspects of the craning, blocking, cradling, strapping, sling placement, rigging or crane direction.
- All outstanding payments must be made prior to crane-in. Boats with outstanding accounts will not be lifted. This includes storage, wrapping, dockage, cradle storage, etc.
- Seasonal contracts must be signed and proof of insurance must be provided to the Marina prior to crane-in.
- The owner and/or designate must be present the day of crane-in.
- A team designated by the boat owner must be assembled to perform all aspects of moving the boat.
- All equipment besides specific crane equipment must be provided by the boat owner. This may include but is not limited to cradles, blocks, ropes, etc.
- All directions or commands must be conveyed to the crane rigger by the owner or the designate.
- For safety purposes, only the staff and assembled team for the specific boat will be permitted in the crane work area. All other individuals must remain outside this cordoned off area. No exceptions.
- Cost of the crane-in service is established by the amount of time used by each boat. Time starts when the square is above the boat and finishes when the crane slings are unhooked. Any adjustments completed during this time will be billed to the boat owner.

Upon signing this document the owner understands and will abide by the above terms and requirements.

OWNER

SIGNATURE

THE ST. LAWRENCE PARKS COMMISSION

CRYSLER PARK MARINA HARBOURMASTER

dated on the _____ day of _____, 2012.