



City of
Peterborough

Peterborough Marina

Little Lake, Peterborough, Ontario Canada

Phone: (705) 745-8787

www.peterboroughmarina.ca

2010 Seasonal Mooring Contract

(Please Print)

Last Name: _____ First Name: _____ Initial: _____

Mailing Address: _____

Postal/Zip Code: _____

Work Phone: _____ Home Phone: _____ Cell: _____

E-mail Address: _____

Boat Manufacturer: _____

Model Type: _____ Year: _____

Boat Colour: _____ Name on Boat: _____

Length (LOA feet/inches): _____ Draught: _____ Beam: _____

Registration #: _____

Preferred Dock Location: _____ Second Choice: _____ Doesn't Matter:

Deposit Required: A reservation deposit of \$100 is required within 7 days of receipt of this contract to hold your reservation. Cheques are made payable to the City of Peterborough. HST is applicable on all bookings.

Deposits are non-refundable.

Booking Requirements: To secure your boat slip, a completed Seasonal Mooring Contract, deposit cheque, copy of your current insurance certificate and a copy of your Boat Operators license is required along with this contract.

Seasonal Term: The term of the mooring contract is for the period of May 14 to October 11 2010.

WARRANTY: The Applicant warrants that the information provided on this form is true and acknowledges that the City will rely on this information for the purposes of assigning boat slips and other associated purposes.

WAIVER and INDEMNIFICATION: The Applicant hereby agrees to abide by the rules and regulations for occupancy at the Peterborough Marina (see reverse side of this contract) and releases and forever discharges the Peterborough Marina and the Corporation of the City of Peterborough, its officers, agents, employees, and volunteers, from any claim or demand whatsoever in respect of injury, death, loss, or damage to property caused by or arising from the Applicant's use of the services and facilities of the Marina. The Applicant also voluntarily assumes any risk of injury or damage in connection therewith, and agrees to indemnify and save harmless the said City with respect to any liability incurred by it, arising out of the use by the Applicant of the services and/or facilities.

DATED this _____ day of _____, 2010.

Signature

RULES AND REGULATIONS FOR OCCUPANCY AT THE PETERBOROUGH MARINA

1. The word "Dockmaster" means any person authorized to act on behalf of the City of Peterborough. The word "Tenant" means the owner of a boat legally moored at the Marina, or any person who is otherwise using the facilities.
2. The Tenant warrants that the boat is in a seaworthy condition and does not constitute a fire hazard. Boats in the Marina shall be equipped with lights and be operated in accordance with applicable laws of Ontario and Canada.
3. All boats shall be tied up or moored in a manner acceptable to the Dockmaster or failing which, the Tenant acknowledges the Dockmaster's authority to remove the boat from the Marina.
4. The Tenant is solely responsible for their boat during high water or storm events.
5. No advertising or soliciting is permitted on any boat or within any facility at the Marina.
6. The Dockmaster may inspect all boats in the Marina at any reasonable time to determine their compliance with local, provincial and federal safety requirements and may order the removal of any boat which in his opinion fails to meet such safety requirements.
7. Tenants shall be responsible for children, pets or guests at all times. Dogs must be leashed at all times within the City of Peterborough.
8. No boats in the Marina shall be operated in excess of 8 km/hour (5 miles/hour).
9. No running or playing on docks shall be tolerated. Swimming or diving is not permitted within the Marina.
10. Tenants shall not store supplies, material, possessions or debris upon any walkway.
11. Garbage and recycling shall be deposited in bins supplied for the purpose and other debris shall be placed where specified by the Dockmaster.
12. Noise shall be kept to a minimum at all times. Tenants shall use discretion in operation of motors, generators, or bilge pumps so as not to create a nuisance or unnecessary noise.
13. A Tenant expecting to have their boat out of their slip for more than two days shall notify the Dockmaster in advance.
14. The Dockmaster and the City of Peterborough shall not be jointly or severally liable for any damages or losses on or to boats in the Marina. Each Tenant shall be held responsible for damages, which he may cause, to other boats in the Marina or to damage to other structures. Any boat which may sink in the Marina shall be removed forthwith by the Tenant. Failing such removal, the Dockmaster may order its removal and all costs associated with such removal and storage shall be paid by the Tenant.
15. The Tenant warrants that their boat is covered by a full marina insurance package (hull coverage as well as indemnity and liability coverage). A copy of the current insurance certificate must be provided with the completed contract.
16. All trailers are to be removed from the Marina grounds following launching of the boat. Trailers left on premises are subject to the applicable storage charge.
17. Tenants must adhere to all rules or be subject to removal from the Marina.
18. No refunds shall be made. Transfer of boats between slips may be allowed with payment of \$50.00 transfer fee, at the discretion of the Dockmaster. This contract is non-assignable. Slips are non-transferable. Sub-leasing or loaning the dock space is prohibited.

NOTICE: Seasonal rentals are for the period from May 14 to October 11. All boats must be removed on/or before October 11. Boats left in after October 11 will be assessed a daily transient fee.