

## SERVICES AGREEMENT

1. In consideration of the fees recorded within this Agreement, the Marina will provide the Owner with vessel berthing and / or storage and such other facilities or services as are specified herein, subject to the terms and conditions of this agreement and the Rules and Regulations annexed hereto and forming a part thereof.
2. Any references in this Agreement, or in the Rules and Regulations, to the "Owner" shall include, where the context allows, the employees, servants, agents, contractors, and invitees of the Owner.
3. LIEN: The Marina shall have a lien against the Owner's vessel, equipment and contents for unpaid sums due for use of Marina facilities and services, or for damage caused, or contributed to, by the Owner or his vessel to any property of the Marina. In addition to the lien herein provided, the Marina shall have a lien under The Repairers' and Storers' Liens, Chapter R25 RSO 1990.
4. The berthing and storage Agreement is solely for a specific berth or storage space assigned by the Marina and for no other.
  - a) The Owner shall not assign this Agreement or sublet the berth or storage, except as authorized by the Marina office prior thereto. The Marina may, upon the request of the Owner, permit a replacement vessel of the Owner's to occupy the berth afloat for the remainder of the term, if the dimensions of the replacement vessel are compatible with those of the original vessel; whereupon the Owner and the said vessel shall remain subject to all the terms of the Agreement.
  - b) The Owner agrees to move his vessel in accordance with the Marina's instructions and, when unattended, authorizes the Marina to move the vessel at its discretion and at the Owner's expense and risk.
5. This agreement shall remain in full force and effect for the entire term set forth within this Agreement, unless sooner terminated in accordance with the following conditions:
  - a) Loss, damage or obstruction of the Marina facilities by fire, storm, or other calamity; or
  - b) Any breach of the Agreement including the Rules and Regulations of the Marina which form part of the Agreement and are delivered to the Owner pursuant to the provisions of Sections 6 and 12 or posted in or about the Marina premises.
  - c) The Owner of any vessel remaining at the Marina beyond the allotted time period may be surcharged on a daily basis at double the agreed rate, and may be prosecuted for trespass or imposed with such other penalties as may be deemed appropriate by the Marina.
6. The Owner agrees, and will compel his servants, agents, contractors and invitees, to comply with the rules and regulations of the Marina annexed hereto or delivered to the Owner, or posted upon the Marina premises, as amended from time to time. The Marina will give thirty days prior notice to the Owner of any amended rules or regulations, except any amendment of an urgent nature relating to safety, which may be made on twenty four hours notice. The Owner acknowledges and agrees that contravention of the rules and regulations may result in the termination of the Agreement.
7. No Suppliers of goods or services are permitted within the Marina in competition with the Marina's provision of supplies and services. The Owner undertakes and agrees to obtain the Marina Manager's express authorization before, and conditional upon, engaging any provider of supplies and services not provided by the Marina. Any work upon the vessel of a material nature, while at the Marina, must be approved beforehand by the Marina.
8. INSURANCE: the Owner agrees to maintain in effect throughout the term of this Agreement, and at the Owner's expense, policy or policies of insurance covering the risks of, loss or damage to hull and machinery and removal of wreck, and third party liability. The Owner agrees to provide documentary proof of valid coverage to the Marina Office.
9. WAIVER AND INDEMNIFICATION: the Owner is solely responsible for the securing and wellbeing of his vessel.
  - a) The Owner understands and agrees that the Marina shall not be responsible for the safety of the Owner's vessel, property, or any persons while they are on the Marina premises at the Owner's invitation. Without limiting the foregoing, the Marina will not assume liability for mysterious disappearance of vessel or equipment, afloat or on shore, or for the spread of fire.
  - b) The Owner shall be liable for the costs of all damages to the Marina's property and to the property of others thereon or therein, resulting directly or indirectly from the Owner's negligence or from the negligence of the Owner's servants, agents, employees or invitees.
  - c) The Owner further covenants and agrees to indemnify and save harmless the Marina, its employees, servants or agents, against all suits, actions, claims, costs or demands, whether in tort, or contract (including, but not limited to, claims for death, injury or property damage) arising or resulting from the Owner's or his employees', servants', agents', or invitees' occupancy, presence at, or use of the Marina, its docks, equipment, facilities, storage space, or services, whether arising from or attributable to the nature, design, condition or state of repair, or from any other cause, and the Owner shall waive all claims connected therewith or arising therefrom. It is further acknowledged by the Owner that the waiver and indemnification included herein shall be binding upon the Owner's heirs, executors, and administrators.
10. The Owner's attention is drawn to The Public Authorities Protection Act which provides a limitation of six months in which to commence a suit against public authorities, and is applicable to Toronto Port Authority, including but not limited to their ownership and operation of the Outer Harbour Marina.
11. Any reference in this Agreement, or in the Rules and Regulations, to the "Marina" shall include, where the context allows, Toronto Port Authority owning and operating the Outer Harbour Marina, the appointed Manager of the Marina, or other official of Toronto Port Authority, duly appointed and authorized by the Port Authority to act in the Manager's stead.
12. Any notice contemplated by this Agreement shall be sufficiently communicated to the Marina if delivered in person to the Marina Manager at the Marina Office or sent by ordinary mail to 207 Queen's Quay West, Suite 500, Toronto, Ontario, M5J 1A7, and sufficiently communicated to the Owner if delivered in person or sent by ordinary mail to the Owner's address or Owner's facsimile number shown in this Agreement.
13. The schedules annexed hereto and as amended from time to time, constitute a part of this Agreement.

**ANNEX TO OUTER  
HARBOUR MARINA  
Agreement Schedule "A"**

1. All vessels shall be fully operational and able to move under its own power. The marina reserves the right to inspect any vessel on marina property, with reasonable notice, and terminate the contract for failure to meet this requirement.
2. Outer Harbour Marina reserves the right to require a recent marine survey of any vessel requesting a docking or storage contract.
3. Vessel owners shall not obstruct dock access, adjust and/or attach any items to docks.
4. All vessels shall be securely moored to the docks by suitable mooring lines.
5. Vessel owners shall maintain safety equipment on board tiers vessels, and keep the vessels seaworthy in accordance with the Small Vessel Regulations of the Canadian Shipping Act.
6. Vessel identification (Name of Boat with License Number, or Registration Number is required on all hulls of vessels using Outer Harbour Marina.
7. Dinghies, cradles or trailers must be clearly identified with owner's name. The marina office must be notified upon arrival of these items. Unidentified equipment may be removed and disposed of at the owners sole risk.
8. The Toronto Port Authority, Vessel Operators Permit is required by everyone operating a power vessel out of Outer Harbour Marina (TPA By-Law No. 7)
9. Vessels are only permitted to occupy that slip, or land storage area specifically assigned, by contract, to the Owner for the period specified.
10. Any vessel occupying a slip or land storage area not assigned, by contract, will be removed by Marina staff at the owners risk and charges shall be levied accordingly.
11. Vessel Owners shall not store supplies, materials, accessories etc. on the docks or marina lands, except in dock boxes rented from the marina.
12. No refuse of any kind shall be thrown overboard. Garbage shall be deposited in bins provided for that purpose. Recyclable materials shall be deposited in appropriate containers. Please see marina office for more information & locations.
13. No person shall discharge oil, diesel fuel, gasoline, flammable liquids, ethylene glycol, oily bilge water or any other environmentally hazardous substances anywhere on marina lands or water.
14. Oil may be disposed of in specially marked containers only. See marina office for location.
15. Batteries are not to be emptied, spilled on marina property. Batteries may be disposed of in designated location only. See marina office for location.
16. Fuelling from portable containers within Outer Harbour Marina harbour is strictly prohibited. . Storage of fuel or fuel containers on or near docks is a serious safety violation and is strictly prohibited. **NOTE: Violation of the above regulations may result in the cancelation of Docking/Storage agreement and immediate eviction from marina property and possible prosecution under the Environmental Protection Act.**
17. Toilets and holding tanks are not to be emptied on marina property except by use of proper marina pump-out facilities. These facilities are located at the fuel dock. Violation of this policy may result in cancellation of Docking/Storage agreement and immediate eviction from marina property.
18. Noise shall be kept to a minimum at all times. All persons shall exercise discretion when operating generators, engines, radios, etc. to ensure fellow boaters are not

- disturbed. A strict noise curfew is enforced after 11:00 pm.
19. Sailboat halyards shall be secured so as to not cause noise against the mast. In the event marina staff are required to secure halyards, the customer will be subject to a service charge of \$20.
  20. Vessel owners are responsible for the behavior of all guest and crew at the marina. It is the responsibility of the owner to meet guest and crew at the security gate should it be closed for any reason.
  21. Children shall be accompanied by an adult at all times and must wear lifejackets while on the docks, in small boats or near the waters edge.
  22. Barbecue devices are not permitted on the docks. BBQ areas are provided ashore for customer BBQ's. Proper Marine Barbecue devices are permitted to be used aboard vessels provided they are securely attached to the vessel.
  23. Owners must pick up after pets, and ensure that pets are controlled within the confines of the marina. **All** dogs shall be kept on a leash when not aboard a vessel.
  24. Swimming and/or fishing is prohibited within the marina harbour.
  25. Laundry shall not be hung out in public aboard vessels, docks or piers while on marina property.
  26. All tenders, personal watercraft and paddle craft must be registered with marina office and appear on the rental contract. These craft must be secured within the confines of the rented slip or additional charges will apply. These craft shall be positioned so as to not encroach onto adjoining slips or waterways.
  27. Rafting of vessels is prohibited except as authorized by the marina.
  28. All vessels leaving or entering the marina must adhere to the "NO WAKE" policy. **NOTE: Damage resulting from a vessels wake is the responsibility of the vessel operator creating the wake.**
  29. All vessels leaving for more than 48 hours must notify the Marina. The Marina reserves the right to rent all mooring spaces when vacant. Transients will move their vessels as directed by the Marina Staff.
  30. In the event of a vessel sinking at the dock, or in the Marina area, the Owner shall remove such wreck forthwith upon notice given by the Marina. Failing this the Marina will remove the wreck at the Owner's expense, and reserves the right to cancel the Berthing Agreement immediately.
  31. Vessel owners engaging the services of a contractor must ensure the contractor possesses the appropriate (Min. \$2M) liability insurance. **NOTE: Proof of insurance must be provided to office in advance of entering marina property.**
  32. The Marina address is not to be used as a business or personal mailing address.
  33. No advertising or soliciting shall be permitted in the Marina, except where authorized in writing by the Marina Management. Vessels regularly berthed at the Marina which display advertising may be required to cover their signs.
  34. Vessels operated for profit or remuneration, including, but not limited to charters, shall not operate from, or be berthed at the Marina.
  35. All personal property must be removed from the Marina upon termination of any agreement. Otherwise it will be disposed of after 30 days in a manner to be determined by the Marina Management, which may include at the Marina's discretion, sale to recover outstanding charges.
  36. The Marina reserves the right to schedule haulout and launch
  37. For safety reasons, while vessels are on land, power cords cannot be left connected if the owner is absent from the Marina. Unattended cords will be disconnected. Repeated offenses may result in the removal of power cords.
  38. Electrical power posts are not to be tampered with. Only marine power cords, in good condition, are to be used to connect power posts on the docks.

# ANNEX TO OUTER HARBOUR MARINA AGREEMENT

## Schedule "B"

### ON-SHORE STORAGE

#### 1. Cradles

The Owner of a Sail Hull vessel shall provide a suitable easily identifiable cradle for the vessel. At the Owner's direction and at the sole risk of the Owner, and in consideration of the fee charged, the Marina will provide cradle handling, or blocking in the case of power driven vessels.

#### 2. Lift-out and Launch

The Marina reserves the right to lift out and launch the vessel under the Owner's supervision and to transport the hull to and from the storage place, and to levy a fee for this service as shown in the General Services Agreement. The Marina will not lift or launch hulls weighing 35 tonnes or more, nor hulls which in the judgement of the Marina are of a size, shape or condition unsuitable for lifting or moving by Marina equipment. During lift out and launch, the Owner shall supervise the positioning of slings. In cases where the lift is in excess of 35 tonnes, or the lift is judged by the Marina to be unsuitable for handling by the Marina equipment, then the Owner will be responsible for making alternative lifting arrangements.

#### 3. Masts

The Marina will provide racks upon which the Owner may store the vessel's masts ashore.

#### 4. Safety and Preparedness

By this General Services Agreement, it is acknowledged the Owner is responsible for the safety of his vessel afloat while awaiting lifting or subsequent to launching. The Owner is responsible for dismantling or assembling the rigging prior to stepping/unstepping of masts and to render the vessel in all respects ready for lifting, launching and storage, including the proper positioning of slings, cradles and blocking.

#### 5. Owner's Presence

The Owner shall be present during all arranged lifting, launching, mast stepping/unstepping or moving operations. If the Owner does not comply with this requirement, the Owner acknowledges that any injury, loss or damage which may occur in the Owner's absence shall be construed as having occurred in the Owner's presence and responsibility shall be directed accordingly.

#### 6. Winterizing

The Marina does not offer a winterizing service.