



RIVERSIDE MARINA AGREEMENT

THIS AGREEMENT MADE THE _____ day of _____, A.D. 2020, BETWEEN THE

Windsor Yacht Club

9000 Riverside Drive East
Windsor, Ontario

(Hereinafter called the "WYC") of the First Part
- and -

Name: _____
Address: _____ City: _____ Postal Code: _____
Phone: _____ Cell: _____ Email: _____

(Hereinafter called the "Owner") of the Second Part

WHEREAS, a marina for pleasure craft has been developed on certain parcels of land and waterlots owned by Her Majesty in right of Canada ("Her Majesty"), administered by the WYC located at 9100 Riverside Drive East in the City of Windsor and known as Riverside Marina; ("The Marina"); and

WHEREAS the Owner has requested that the WYC supply certain services to the Owner,
The Parties hereto agree as follows: -

1. To be considered for a well assignment, this application must be completed and submitted along with a \$500.00 deposit cheque dated no later than February 29, 2020. Documented proof of at least \$2,000,000 of liability insurance must accompany this application. All applications must provide proof of ownership. The Owner warrants that he is the owner, the managing Owner, or the agent with authority of the Owner of the following Vessel (the "Vessel").

VESSEL NAME			REGISTRATION/LICENCE #			
MAKE OF VESSEL	LENGTH	LOA	BEAM	DRAFT	AIR COND. Surcharge: \$200 1 st unit, \$100 2 nd	
					# of Units	
FUEL	TANK CAPACITY		COOKING FUEL			
SHORE POWER	MANUFACTURER	WELL HOLDER FOR _____ YEARS AT RIVERSIDE MARINA				

2. Well charges will be a multiple of the rate per foot times the length of the well or the length of the boat, whichever is the greater. The overall length of the boat, including fixed anchor handling equipment and swim platform, will take precedence over the manufacturers advertised length.
3. The WYC agrees to supply and the Owner agrees to pay for the following services (the "Services"):

	Rate/ft	Well Number
Seasonal Dockage	\$53.50	

Term of the Agreement is **April 1 – November 30, 2020**
All applicable fees and charges are made payable in full to the
Windsor Yacht Club by March 31, 2020

4. Well holders assigned wells who vacate must advise WYC in writing immediately so that the vacated well can be used by WYC at its discretion. Wells are non-transferable. A well holder who sells their boat and purchases a boat that does not fit the previously assigned well, shall reapply for a well assignment. Refunds will be based on the rental paid minus the per diem rental rate times the number of days the well was available to the well holder commencing April 1st. Refunds will not be given for wells vacated after June 30th. The per diem rate for this purpose will be the full season rate divided by 91 days.
5. Upon receipt of an executed copy of this Agreement and payment of the fees for Services as provided herein, the Owner shall be assigned a dock area within the Marina (the "Well").
6. The Owner agrees to pay for all Services contracted for herein in accordance with the rates as herein set forth. All such charges shall be payable by March 31 or in advance of occupancy (if contracted after March 31) unless otherwise agreed and shall be made payable to the Windsor Yacht Club.
7. In respect of any Well contracted for, the Owner acknowledges that they are a licensee in respect of the Well which may be assigned by the WYC from time to time, with a right to use the Well, at the Owner's risk, together with all rights to access the Marina and the Vessel as provided in this Agreement.
8. The Owner agrees to pay the costs of all damage to the Marina and to the property of any other person resulting either directly or indirectly from the Owner's negligence in respect of any act or omission of the Owner or any licensee, invitee, servant, agent, employee, guest, crew member or family member of the Owner (the "Other Parties"). The Owner further covenants to indemnify and save harmless the WYC and Her Majesty against any loss, costs, suit or claim arising out of the use of the Marina or the handling of any Vessel anywhere on the Marina property by the Owner or Other Parties.
9. The Owner agrees that they will not assign this Agreement or sublet the Well contracted for herein.
10. The Owner agrees that they will not do or permit to be done any act or thing which may make void or voidable any insurance upon the buildings or any property or any part thereof upon the Marina premises or which may cause any additional premium to be paid for any such insurance.
11. The Owner agrees that they will not make or permit any unlawful, improper, noisy or otherwise offensive use of the Marina premises and the Owner further agrees to observe, obey and be bound by all the rules and regulations made by the WYC from time to time and listed on Appendix "A" to this Agreement or posted in or about the Marina.
12. The WYC shall have a lien against the above described Vessel, gear and contents for unpaid sums due for use of the Marina facilities or for damage caused or contributed to by the above-described Vessel or by the Owner or Other Parties to any docks or property of the WYC or Her Majesty or any other person on the Marina premises. In addition to the lien herein provided for, the WYC shall have a lien under the Warehousemen's Lien Act (Ontario) and Mechanic's Lien Act (Ontario) or such other replacement or successor statutes.
13. The Owner shall, in the event of their Vessel sinking at the dock or in the Marina harbour, remove such wreck immediately and take all reasonable actions to prevent damage to the environment, facilities and other vessels. Failing this, the WYC will remove the wreck at the Owner's expense and reserves the right to cancel the Marina Agreement.
14. Neither the WYC nor Her Majesty shall be liable for any claims, howsoever founded, arising out of any cause whatsoever, (whether founded in tort or in contract or otherwise) and including claims for consequential damages, arising out of, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the Well contracted for, nor arising out of, occasioned by, or attributable to the presence on, rental, occupancy or use of the Marina or of the Well contracted for by the Owner or by any Other Parties, or the handling or moving of the Owner's Vessel by the WYC.

15. The Owner agrees to indemnify and save harmless the WYC and Her Majesty from and against any and all claims, howsoever founded, arising out of any cause whatsoever (whether founded in tort or in contract or otherwise) and including claims for consequential damages, arising out of, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the Well contracted for, whether founded in tort or in contract, and in any manner based upon, occasioned by or attributable to the presence on, rental, occupancy or use of the Marina or Well contracted for by the Owner or by any Other Parties or the handling or moving of the Owner's Vessel by the WYC, whether founded in tort or in contract or otherwise.
16. The Owner hereby releases and forever discharges the WYC and Her Majesty from any charges, demands, suits, causes of action, or claims of any nature or kind, arising out of any cause whatsoever (whether founded in tort or in contract or otherwise) and including claims for consequential damages, arising out of, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the Well herein contracted for, nor arising out of, occasioned by, or attributable to the presence on, rental, occupancy or use of the Marina or of the Well herein contracted for by the Owner or any Other Parties or the handling or moving of the Owner's Vessel by the WYC.
17. The Owner agrees, upon request, to move his Vessel in accordance with the WYC's instructions and when unattended authorizes the WYC to move the Vessel in its discretion at the Owner's expense and risk.
18. The Owner acknowledges that he is aware of the potential fluctuating water level situation at the Marina during the term of this Agreement, and hereby releases and forever discharges the WYC and Her Majesty from any and all actions, claims or damages whatsoever arising out or occasioned by the said fluctuating water situation.
19. This Agreement shall remain in full force and effect for the entire term set out above, unless sooner terminated by the WYC in accordance with the following conditions:
 - a) The destruction of the Marina by fire, storm or other calamity;
 - b) Any breach of this Agreement by the Owner, including the rules and regulations of the Marina as provided for herein which form a part of this Agreement;
 - c) The WYC determining, in its absolute discretion, that there is insufficient water depth in the Marina to safely accommodate the Owner's Vessel. If the WYC so determines, this Agreement shall be terminated, and the deposit and any fees or charges paid shall be refunded on a pro rata basis and the Owner shall have no recourse whatsoever against the WYC.
20. A waiver of any one or more of the terms or conditions herein shall not be deemed to be a waiver of any of the other terms and conditions of this Agreement other than those specifically waived, and in no event shall any waiver be deemed to be a continuing waiver.
21. The Owner agrees that, while his Vessel is on the Marina premises (whether in the water or out of the water), the WYC shall be entitled to identify any Other Parties who come upon the Marina premises for the stated purpose of the use of the Owner's Vessel or for the purpose of providing repairs and maintenance thereto. The WYC reserves the right to demand identification of such persons and to exclude from the Marina premises any person who fails to produce proper identification or who has not disclosed a legitimate purpose for entering the premises and gaining access to the Owner's Vessel.
22. The Owner further agrees that he shall, as a condition of this Agreement and prior to occupancy, deposit with the WYC a Certificate of Public Liability and Property Damage Insurance, signed by an authorized representative of his Insurer which confirms that his Vessel is covered by Public Liability and Property Damage Insurance with limits of not less than \$2,000,000.00 for personal injury or death and for property damage. The Owner agrees that he shall insure the Vessel against any loss or damage for all insurable perils and for a sum to provide for the full replacement cost of the Vessel.

23. The Owner agrees that in the event there is no valid insurance for any loss or damage to the Vessel he shall protect and indemnify the WYC for any claims made by any party having any financial interest in the Vessel. The Owner agrees that all insurance policies which he holds in respect of the Vessel shall provide for Waiver of Subrogation against the WYC, Her Majesty, their respective agents, employees, successors and assigns or anyone else for whom the WYC or Her Majesty may, in law, be responsible, whether or not any damage or loss is caused by any act, omission, or negligence of the WYC, Her Majesty, their respective agents, employees, successors and assigns or anyone else for whom the WYC or Her Majesty may, in law, be responsible. The Owner shall supply the WYC with proof of insurance and proof of the Waiver of Subrogation prior to occupancy.
24. The Owner agrees that the terms of this Agreement shall remain in full force and effect as long as he remains a licensee of the WYC. No Owner shall be allowed to remove subject Vessel or its equipment until all accounts have been paid in full.
25. This Agreement shall be binding on each of the Parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns and, all references to the Owner, shall bind the actual owner or owners of the Vessel and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Owner shall be responsible for all Other Parties and ensure that they abide by all the Marina rules and regulations and the terms and conditions of this Agreement.
26. This Agreement shall constitute the entire Agreement between the Parties. There is no representation, warranty, condition or collateral Agreement affecting this Agreement other than as expressed herein in writing. This Agreement shall be read with all changes of gender and number required by the context. The "Rules and Regulations" attached to this Agreement as Schedule "A" shall form a part of this Agreement and be binding upon the Parties. The WYC may, from time to time, amend the "Rules and Regulations" at its sole discretion and any such amendments shall be binding upon the Parties as if contained in this Agreement.
27. For the purposes of this Agreement, and as the context may require, the WYC shall include the Windsor Yacht Club, Her Majesty the Queen in right of Canada their respective successors, assigned agents, servants, employees, Officers and Directors.
28. Hours of operation and opening and closing dates for the Marina for dockage, shall be established from time to time by the WYC. These shall be for reference purposes only, and the WYC does not guarantee that the Marina will be open during those hours or on those dates or that alternative dockage will be available if the Marina is not open. The Owner hereby releases and forever discharges the WYC and Her Majesty from any and all liability in this regard.
29. In the event of any breach by the Owner of any of his obligations hereunder, the WYC shall have the right to terminate this Agreement and expel the Owner or any Other Parties and to remove the Owner's Vessel and any equipment of the Owner from the Marina premises. In such event, the Owner shall be deemed to forfeit any and all monies paid for services hereunder as part compensation for, or at the sole option of the WYC, in full satisfaction for, all rights, claims and demands of the WYC in respect of the breach by the Owner.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Date

Vessel Owner

Witness

Windsor Yacht Club

SCHEDULE "A"

RULES & REGULATIONS

1. The Marina operating season is from **April 1st to November 30th** .
2. **No Owner or Vessel may enter the premises prior to the commencement of the season or remain after closing.** The WYC has the right to remove and store at a designated storage facility any Vessel at the Owner's risk and expense after this date.
3. Vessels operated for profit or remuneration including but not limited to charters shall not operate from or be berthed at the Marina.
4. When a Vessel enters the Marina, it immediately comes under the jurisdiction of the WYC and shall be manoeuvred, berthed or anchored as directed by WYC. The WYC does not assume any liability for Vessels or their contents while at the Marina.
5. Vessel operators must exercise, at all time, the necessary caution to have their Vessels under full control in the confined space of the Marina harbour and observe the rules of courtesy for smooth and unobstructed operation of the facilities. WYC will provide dockside assistance when staff resources are available.
6. All sail Vessel halyards are to be tied down to avoid slapping. Sailing vessels shall not be under sail until fully clear of the entrance of the Marina.
7. 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 operator creating the wake.
8. Only one vessel per well is permitted. Dinghies, kayaks, paddle boards and inflatables must be stowed in a manner as to not interfere or obstruct the safe movement of other people or vessels. Outboard motors must be stowed in a vertical position, so as not to impede the harbour.
9. No advertising or soliciting will be permitted anywhere within the Marina. The owner shall not post for sale signs or any other advertising devices on the Vessel.
10. Owners are responsible for the behaviour of all guests and crew at the Marina.
11. Where the Operator is not in fact the registered owner of the vessel of which the person has charge, the Operator shall for the purpose of this Agreement be deemed responsible for the vessel.
12. Owners are responsible to ensure children are accompanied at all times and must wear lifejackets while on the docks, Vessels or water's edge.
13. Owners shall keep noise to a minimum at all times and will exercise reasonable discretion in the operation of generators, engines, radios, etc, so as to not cause a nuisance or disturbance to others. Quiet hours are from 11:00 PM to 7:00 AM.
14. Disorderly conduct, abusive, offensive or aggressive behaviour will not be tolerated. WYC staff shall in no instance, be subject to reprimand, interference or harassment.
15. No electric appliances may be used on the docks.

16. Proper marine BBQ devices are permitted to be used aboard, provided they are securely attached to the vessel. Barbequing shall be done at the Owner's and their guests own risk and in a safe manner. The WYC may supply common area BBQ(s), which may be used by all Vessel Owners, at their own risk. Barbequing on the docks is prohibited.
17. No swimming, diving or fishing will be permitted within the Marina basin.
18. All supplies, materials and any accessories shall be stored in WYC approved dock boxes.
19. Boats must be positioned in such a manner that no part of the vessel obstructs a main dock walkway. Walkways must at all times remain unobstructed and free of water hoses, electrical cords and dock boxes etc. As a safety measure, running on docks is prohibited. Well holders requiring maintenance, or wishing to alter in any way their assigned dock including the seawall, must complete and submit the **'WYC Harbour Service Request'** form for approval.
20. Garbage shall be deposited in receptacles supplied for this purpose. Waste oil is to be removed from the property by owner.
21. NO permanent trailer or vessel storage is permitted on the parking lot or any other place at the Marina. Temporary short term storage is permitted for maintenance with WYC approval.
22. Fuelling from portable containers while moored in Marina is strictly prohibited. Gasoline or any other combustible materials are prohibited from storage around the dock areas.
23. Owners shall not tamper with electrical panels and posts. Only marine power cords in good condition are to be used to connect power outlets on the dock.
24. Dogs must be leashed at all times while on marina property. Owners are responsible for immediate waste clean-up of their animal and disposal of such, in the proper garbage receptacles.
25. Owners must remove all personal property from the Marina upon termination of this Agreement. Personal items, not removed by the termination of this Agreement, will be disposed of by the WYC with no notice.
26. Any of the foregoing rules and regulations may be changed or amended by the WYC at any time, without notice, and a copy will be posted in the Marina Manager's office.

I acknowledge receiving "Schedule A: Rules and Regulations" and agree to abide by all such Rules and Regulations. Furthermore, I understand that failure by myself, family members or guests to abide these Rules and Regulations may subject me to immediate forfeiture of the leased Well, without refund.

_____ (name)

_____ (date)