



PORT STANLEY HARBOUR POLICY HANDBOOK 2019 BOATING SEASON



Harbour Manager/Lift Bridge Operator: 519-782-3451
Municipal Office: 519-631-4860

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Harbour Etiquette and Procedures

The Tenant's behavior in the Harbour area (including that of the owner and all guests) shall be suitable to a public place, boating etiquette, and the safety of all. Any act, including content of written correspondence, which in the sole discretion of the Harbour Manager, is inappropriate, shall be cause for immediate termination of the slip agreement, and removal of the Tenants boat.

Tenants will abide by the following rules:

1. The Tenant shall not tie any boat or item onto, or block access to, any of the Harbour safety ladders, safety equipment, power pedestals, or water supply posts. They shall only tie boats to provided cleats.
2. The Tenant must use proper approved ice agitation device(s) of a suitable size and quantity for the described boat, at the sole discretion of the Harbour Manager. The Tenant shall keep such in working condition, properly positioned and turned on throughout the winter to keep the hull clear of ice.
3. No person shall bring dangerous, explosive or combustible goods on harbour property, unless the goods are required for the ordinary purposes of a vessel in a harbour, and prior notice has been given to the Harbour Manager of the proposed location of the goods and of the manner in which they will be handled and dealt with.
4. Where the Harbour Manager has reasonable grounds to believe that the safety of the harbour or of the public may be endangered by the proposed location of any dangerous, explosive or combustible goods on harbour property, or by the manner in which such goods are to be handled or dealt with on harbour property, he shall prohibit the goods from being brought on the harbour property or being so handled or dealt with.
5. No person shall, in a harbour,
 - a. have an open fire on a vessel, or
 - b. berth a vessel that, because of its size or dangerous condition, may endanger or damage the harbour facilities or other vessels;without the approval of the Harbour Manager.
6. Where goods or articles fall overboard from a vessel, the master or person in charge of the vessel shall make every reasonable effort to recover those goods or articles.
7. No person shall interfere with fire-fighting equipment on a wharf or other harbour property, or use such equipment for any purpose except fighting fires.
8. The Tenant agrees to enter and exit the Harbour under engine power only, and shall not exceed the speed limit of 9 kilometres per hour with no wake. The tenant shall not be towed into the Harbour unless due to mechanical failure while underway. The Tenant acknowledges that upon mechanical failure it will have the boat fixed swiftly, moved, or towed out, particularly if the boat is not in its assigned slip. The Tenant must maintain the engine(s) and drive train(s) systems so they are fully operable throughout the term so the vessel can move at any time under its own power.

9. The Harbour Manager 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 in the Harbour area.
10. In the event that the Tenant's boat should sink in the Harbour, the Tenant agrees at its sole expense to remove its boat forthwith and cover any environmental and other related expenses. If the Tenant should fail to remove its boat forthwith, then the Harbour Manager may remove the Tenant's boat at the Tenant's sole expense.

When mooring vessels:

1. No person shall permit the lines of a vessel that is berthed or moored at a harbour to be made fast to anything other than the facilities provided for berthing or mooring, or permit such lines to lie across any wharf or across any channel in such a manner as to obstruct or interfere with any other vessel, vehicle or person.
2. Where a vessel is moored in a harbour, the Harbour Manager or person in charge shall, where necessary, permit another vessel to move alongside and make fast to it.
3. Where two or more vessels are lying at the same wharf, one vessel outside the other, and the vessel on the outside does not have a gangway extending to the wharf, the person in charge of the vessel lying nearer to the wharf shall allow persons on the vessel farther from the wharf free and unencumbered passage over its deck.

Where a vessel is made fast to or secured alongside another vessel, one vessel outside the other:

1. The lines of the vessel that is so made fast or secured shall not, except in an emergency, be cut or cast off by any person unless that person gives notice of his intention to do so to the master or person in charge of that vessel; and
2. The master or person in charge of the inside vessel, when ready to leave harbour, may move any outside vessel if the owner or persons in charge of any such vessel cannot be located.
3. Where a person moves a vessel, that person shall resecure any vessel that has been so moved.

Safety and Security

1. Swimming is not permitted in the Harbour.
2. The harbour area is not supervised, therefore children under 18 are encouraged to wear an approve life jacket, PFD, or an approved inflatable at all times within or near the Harbour area.
3. The Tenant agrees that the Harbour Manager is not responsible for any damage or mess that may be caused by nuisance animals such as raccoons, skunks, or the like. The Tenant shall keep its boat tightly closed, clean and tidy to deter such animals from entering the Tenant's boat or Harbour.
4. Where harbour property is damaged in any manner by a vessel or vehicle, or by the use of machinery or equipment, the damage shall be reported forthwith to the Harbour Manager by the master or other person in charge of the vessel or the operator of the vehicle, or the person who was in charge of the machinery or equipment at the time the damage occurred.

Environmental Hazard Policy

In the event that an activity takes place that presents a hazard to the environment of the Harbour areas, the following procedure shall be used as a guideline to deal with the occurrence.

1. As soon as it is possible, the person who notices the activity shall notify an employee of the Municipality.
2. As soon as an employee receives notification of an environmental hazard occurrence he/she shall notify the Harbour Manager (519-782-3451) and the Municipal Office (519-631-4860).
3. The Harbour Manager or designate shall notify the appropriate agencies. If necessary, the Ontario Provincial Police will be notified.
4. If the resources available to the Harbour staff are not sufficient to contain and deal with the occurrence then the following Municipal Departments and outside agencies shall be called for assistance:
 - * Fire and Emergency Services
 - * Parks Canada
 - * Canadian Coast Guard Station
 - * Other resources as suggested by the Ministry of the Environment & Climate Change
5. At the completion of dealing with the occurrence, the affected area is to be restored to a condition that is as close to the original as possible.
6. The Harbour Manager will be sent for appropriate training in dealing with environmental hazards and spills on a regular basis.
7. The Harbour Manager will maintain an environmental spill containment kit on site that is appropriate for a first response to an occurrence.
8. All Harbour and Municipal resources utilized in dealing with the occurrence shall be replaced as soon as possible.
9. All contractors conducting work in the water shall carry liability insurance (\$2,000,000 dollars minimum), and shall pay the cost of replacement for all Municipally-owned environmental containment equipment used to contain a spill.
10. The Harbour Manager must be notified in advance of any repairs, maintenance, or hot works. Normal routine maintenance to the hull, machinery, tackle, or gear are the only repairs permitted.

Tenant Environmental Commitment

I/we commit my/our guests, crew, and myself/ourselves:

1. To keep all refuse and garbage of any kind on board the boat until we are able to place it in waste containers on shore.
2. To separate all recyclables and place them in the appropriate containers.
3. To separate hazardous wastes, including oils and antifreeze, unwanted paints, solvents and cleaners, batteries, old unusable fuel, and used oil filters and dispose of them in accordance with environmental guidelines, or take all such wastes to an appropriate hazardous waste collection site.
4. To take all necessary steps to avoid spilling fuel, oil, or any chemicals or cleaners whatsoever into the water, to refrain from pumping oil contaminated bilge water overboard, ~~and to be guided by instructions from the attendant when at the gas and/or pump-out dock and~~, and to use only a designated fueling facility to fill my/our boat.
5. To carry out any repair work on the boat in designated areas only and take all precautions required by the Harbour Manager to avoid leaving debris, litter or liquid contaminants on the ground.
6. To use the onshore washroom facilities, whenever practical, as long as the boat is docked.
7. To ensure that no grey or black water is discharged overboard while in the harbour.

Harbour Services

1. Power Consumption.

The cost of power is included for transient slips. Seasonal leasees will be billed for power on a monthly basis.

2. Potable Water

Potable water is not provided by the Municipality.

Restrictions and Prohibitions

1. Any boat parked in the harbour in a space that has not been pre-assigned, and/or without permission from the Municipality, shall be removed and/or charged the appropriate transient fee on a per day basis.
2. Barbeques are not permitted on docks or boats within the harbour due to liability concerns. Any exceptions would be at the discretion of the Fire Chief.
3. Charcoal fires or open flame cooking appliances will not be permitted on the docks. The Harbour Manager retains the right to immediately remove any barbeque or such appliance if deemed by the Harbour Manager, in its sole discretion, to be unattractive, inappropriate, or unsafe.
4. Storing of cradles and mast equipment is prohibited.
5. The Tenant shall not store or allow to be stored any gear, bikes, scooters, canoes, kayaks, dinghies, pwc's, chairs, tables, cooking equipment, supplies, materials, hardware, accessories, wood, doors or debris or the like on the docks, water's edge promenade or breakwater. Dinghies must be secured under the bow of the vessel or taken on board when moored in a slip. The Tenant shall not construct thereon any lockers, decks, gardens or other structures. Where required and safe for neighbouring tenants, boarding stairs are permitted with approval in writing from the Harbour Manager.
6. The Tenant acknowledges that additional fees may be due for the in-water storage of supplementary boats such as personal water craft, inflatables, dinghies or the like. Such craft shall occupy the same slip as the Tenant's primary boat. Fees for such craft docked at their own slip in the Harbour are payable at current rates.
7. Dock boxes are permitted with the permission of the Harbour Manager, but limited to one per slip. They must be attractive, appropriate in size for the dock, and not block pedestrians or access to other boats. They must be kept clean and in good state of repair to the discretion of the Harbour Manager and shall be moved for maintenance work by the Tenant when requested.
8. Pets shall be leashed on the docks and within the Harbour area. In event that they cause a nuisance or, at the discretion of the Harbour Manager, a threat or nuisance to others, the tenant shall immediately remove the pet from the Harbour area. Tenant's must clean up after pets and must abide all Municipal By-Laws.
9. Noise must be kept to a minimum at all times, including noise from pets. The operation of any engine, generator, tool, sound system, or other audio or video device, shall only be used in such a manner so that it does not result in a nuisance or interfere with any events. Quiet enjoyment must be maintained at all times.
10. No advertising or soliciting of any kind shall be permitted in the Harbour, unless authorized in writing by the Harbour Manager. No signs including use of banners, dock boxes or sail covers are to be used for promotion. The Harbour or Harbour Manager's name, address, phone number, photos of the Harbour or facilities, maps of the Harbour

area and e-mail addresses may not be used for business purposes, unless authorized in writing by the Harbour Manager. The Harbour premises are not to be used to promote business or chartering of any kind, unless authorized in writing by the Harbour Manager. On board activity may not conflict with the interests of the Harbour Manager or the occupants therein. Should the Harbour Manager learn of any unapproved activity, the Tenant will be advised to immediately discontinue such and, if not, will be cause for immediate termination of this Agreement.

11. Tenant shall not allow or permit yacht brokers, agents, or sales persons to establish a business location at the Harbour. Small "For Sale" signs are permitted and may be posted on the boat at the discretion of the Harbour Manager. No commercial boat sales operations are permitted in the Harbour space unless approved in writing by the Harbour Manager.
12. The Harbour Manager does not approve or permit the Tenant's pleasure craft to be used as a passenger vessel for reward, remuneration or profit, or permit it to be used for any form of commercial activity, business, charter or passenger vessel operation, unless otherwise approved by the Harbour Manager. The Tenant, or any representative(s) of the Tenant, shall not offer the boat to the public for the purposes of overnight accommodation, tours, excursions, cruises of any type or other activity unless agreed and approved in writing as outlined in a separate commercial marine Agreement. Transport Canada Marine Safety will be advised upon discovery of any passenger related commercial activity on the Tenants boat. No third party shall make the Tenant's boat available to the public or promote it in any fashion for any commercial purpose. Charterers and their guests as passengers, as defined in the Canada Shipping Act, are not permitted on the Harbour docks and may not board or depart the Tenants boat from any of the Harbour Manager's managed properties. Should the Harbour Manager learn of any such activity it will advise the Tenant and/ or its representative(s) to immediately discontinue such activity or, if not, will be cause for immediate termination without warning of this Agreement.
13. Tenant shall not repair, sand, paint, or scrape any part of his boat or gear when docked in the Harbour without first having obtained the written consent of the Harbour Manager. The tenant shall run small power tools only for minor repairs, during appropriate times, and for short periods not to cause a nuisance.
14. Tenant shall not hang laundry on the boat or anywhere in the Harbour.
15. The Harbour is not being operated as a residential location. The Landlord and Tenant Act does not apply to slip occupancy. The Tenant acknowledges that the Tenant will take the boat in and out of the harbour for use as a pleasure craft and it will not remain stationary in its slip for the term, unless granted permission from the Harbour Manager.
16. The Tenant agrees that no vehicle parking or vehicular access to its boat is included with the Agreement. Loading and unloading supplies onto the Tenant's boat is permitted, provided it is done so within the 15 minute allowed time in a lawful manner using designated nearby roads. Under no circumstances are vehicles to be driven on promenades and sidewalks within the Harbour area without approval of the Harbour Manager. The Tenant acknowledges that all vehicles found otherwise may be tagged and towed at the expense of the Tenant.

17. Tenant shall not install any signal reception hardware such as satellite dishes, internet antennas or the like in the Harbour area without written consent of the Harbour Manager. Such equipment shall be removed upon termination or expiry of this Agreement. Equipment must be removed upon request, at the sole expense of the Tenant.
18. The Tenant shall not fasten or secure any brackets, whips, supports or structures to the docks for the purposes of securing a boat or personal watercraft docking system, without the written consent of the Harbour Manager. The Harbour Manager must install such devices so they are secured correctly as to not cause damage to the dock. The Tenant shall pay a fee to the Harbour Manager for any such installation including all time and materials.
19. The Tenant shall not use of any form of fuel container to transfer fuel in the Harbour, and shall not transfer fuel into any vessel in recognition of this being an unsuitable, unsafe and potentially environmentally damaging act. Bulk transfer of fuel by an accredited fuel transporter is accepted.
20. Umbrellas, tents, or other shade devices are not permitted.
21. The Tenant shall ensure that any odour emanating from the vessel or its contents is not offensive, a nuisance, bothersome or unhealthy to those in the Harbour at the sole discretion of the Harbour Manager. Upon notification of such, the Tenant shall take immediate action to eliminate such odour to the satisfaction of the Harbour Manager at Tenant's sole expense.
22. The Tenant shall use only Canadian Standards Association (CSA) approved marine grade electrical devices including cords, plugs, adapters and other equipment. The Tenant acknowledges that the Harbour has an annual electrical safety inspection by the Electrical Safety Authority (ESA). If any electrical devices are used that do not meet CSA, ESA or the Harbour Manager's approval the Tenant must remove such devices immediately. If such devices are found to be unsafe the ESA and/or the Harbour Manager have the right to disconnect and remove such devices or turn off all power to the boat or the dock immediately without notice and at Tenant's expense.

Commercial Slips and Vessels

1. If a Tenant sells his/her commercial boat and does not wish to retain use of the slip, the new boat owner shall submit a written request to the Municipality to retain the slip. Under no circumstances does the slip automatically transfer with the boat and the slip cannot be occupied by the new boat owner until written approval is given by the Facilities Supervisor and Harbour Manager. The new boat owner may request in writing that the Chief Administrative Officer of the Municipality review the decision of the Facilities Supervisor and Harbour Manager.
2. If a Tenant sells the boat listed in the contract and wishes to retain use of the slip for another commercial boat, he/she shall submit a written request to the Municipality to retain the slip. Under no circumstances does the slip automatically transfer to the new boat and the slip cannot be occupied by the new boat until written approval is given by the Facilities Supervisor and Harbour Manager. A Tenant may request in writing that the Chief Administrative Officer of the Municipality review the decision of the Facilities Supervisor and Harbour Manager.
3. Commercial operations shall be conducted only from commercial designated slips. A copy of your Province of Ontario Business Registration certificate will also be required, as well as a statement regarding the type of commercial marine operation that is to offered.

Port Stanley Harbour Slip Agreement

AGREEMENT TERM: January 1, 2019 to December 31, 2019 (unless otherwise noted).

AGREEMENT TERMS AND CONDITIONS

1. **Definitions.** In this agreement:
 - a. “agreement” means any form or document required by the Corporation of the Municipality of Central Elgin, to be completed by the Tenant to give effect hereto and includes these terms and conditions, which may be amended from time to time by the Municipality.
 - b. berthage means a charge for the occupation by a vessel of a berth or other space at a harbour
 - c. “boat” means the boat or vessel owned, licensed or registered, by the Tenant, the particulars of which are set out herein.
 - d. “dock box” means a pre-engineering container designed to store boat-related items.
 - e. “harbour” refers to the area denoted in Schedule A.
 - f. “Harbour Manager” means the Corporation of the Municipality of Central Elgin, or its designate.
 - g. “pleasure craft” means any vessel used for pleasure or recreation.
 - h. “slip” means space within the Harbour specified by the Municipality for use of Tenant for the docking of the boat.
 - i. “tenant” means the owner, operator, crew, guests or any duly authorized agent of the boat owner.
2. **Parties.** The contract, as the case may be, shall be executed between the Municipality and the registered owner for a specific vessel. If the contract is to be with co-owners of the specific vessel, proof of co-owned registration must be supplied to the Municipality.
3. **No Assignment of Transfer of Agreement.** The Tenant agrees that it shall not assign or sublet this Agreement. The Tenant agrees that it shall not use, cause, permit or allow its slip to be used for the docking of any boat or vessel other than its boat as indicated herein. Slips are not, under any condition, to be offered to potential purchasers. Slips are not to be sold with the boat or to be a part of any sale, rental or lease agreement. Upon the sale of a boat it is to be removed from the Harbour. This Agreement does not transfer with the sale of a boat and is not transferrable to any purchaser of a boat.
4. **Length of agreement.** No lease shall exceed one calendar year (January 1 – December 31.)
5. **Change of Ownership.** If the owner changes the specific boat listed in the contract during the contract year, then the recreational or commercial wharfage (berthage?) fee will be adjusted to reflect the new boat size and the number of seasonal days remaining in the contract period. Any change in boat size must be approved by the Facilities Supervisor and/or Harbour Manager in advance in writing.
6. **Slip Assignments.** Slip assignments are at the full discretion of the Municipality. No Tenant is guaranteed the same slip year to year. The Tenant acknowledges that certain boat length and beam limits apply to the slips within the Harbour. All slip assignments shall be at the sole

discretion of the Harbour Operator. The Tenant shall not relocate its boat or occupy an alternate location without written advanced approval from the Harbour Operator.

7. **Slip Location.** The Harbour Operator reserves the right to alter, from time to time, the slip location to be used for dockage of the Tenant's boat.
8. **Changing Slips.** A written request must be submitted to the Facilities Supervisor and Harbour Manager for any request of movement within the Marina. This would be due to increased size of the boat or dock preference.
9. **Adjacent Slips.** Should the Tenant request use an adjacent vacant slip, or the Harbour Operator is unable to physically locate another boat beside the Tenant due to the beam of the Tenants boat, the Tenant agrees to pay an additional fee, if levied by the Harbour Operator, for such slip.
10. **Adjacent Land.** The Berthing Contract does not confer any rights to the Tenant for the occupancy or use of the wharf or adjacent land.
11. **Change of Address.** The Tenant is responsible for forwarding a change of address and/or telephone number and/or any other relevant contact information to the Municipal Office.
12. **Rates.** The recreational and commercial wharfage (berthage?) rates will be based on a per foot charge set each year by the Municipality, in accordance with the Municipal Act, 2001, as amended, upon recommendations submitted to Council by the Director of Physical Services and the Harbour Manager. The total length will be rounded up to the nearest foot. This total length is the actual space required for the vessel and includes items such as bow pulpits, bowsprits, davits, outboard motors and swim platforms.
13. **Fee Payments.** The Tenant agrees to pay to the Harbour Operator the dockage fees herein stipulated in the Municipal Office or through the Lift Bridge Office. The Tenant further agrees to pay for all other services performed or rendered by the Harbour Operator in accordance with any invoice generated by the Harbour Operator.
14. **No Refunds.** No refunds for slip cancellations due to repairs and/or damages occurring to the Tenant's boat during the regular boating season will be given.
15. **Leins.** The Tenant agrees that the Harbour Operator may claim a lien against a Tenant's boat and contents for unpaid docking fees or charges for all other services rendered or performed or for any damages to the Harbour caused by the Tenant or for any costs incurred by the Harbour Operator in exercising any of its rights under this Agreement.
16. **Staff Responsibilities.** All slip allocations shall be the responsibility of the Director of Physical Services and the Harbour Manager.
17. **Maintenance of Boat.** The Tenant shall maintain the boat structurally, mechanically and keep it clean and presentable both in and out satisfactory to the Harbour Operator. In the event of any mechanical failure, malfunction or damage to the Tenant's boat which in the opinion of the Harbour Operator constitutes a threat to safety of Tenant's boat, another boat in the Harbour or to the Harbour itself then the Tenant agrees that any person or persons designated by the

Harbour Operator may board the Tenant's boat and move it to another location within or outside of the Harbour.

18. **Reconstruction and Repairs.** In the event of reconstruction, repairs or other improvements to the wharf or wharf property, the Tenant shall, upon notice in writing from the Municipality, remove his/her boat from the wharf as directed, at the expense of the Tenant.
19. **Outside Contractors.** No outside contractors, service organizations, corporations or individuals will be permitted to undertake any work on Tenant's boat in the Harbour area without first having obtained approval of the Harbour Operator. All such persons must check in with the Lift Bridge office provide evidence of proper insurance coverage suitable to the Harbour Operator. All such persons must comply with the Boating Ontario Clean Marine Boat Maintenance Policy including the possession of valid suitable insurance which contains environmental coverage. Tenants must ensure all contractors meet Provincial labour laws including those for Worker's Compensation.
20. **Insurance.** The Tenant agrees to insure its boat, its operation and its contents during the term of this Agreement against such risks as a prudent Tenant would insure. Such coverage shall include liability insurance for a minimum amount of \$2,000,000 CDN. The Tenant shall provide the Harbour Operator with up-to-date valid copies of Certificate(s) of Insurance and, where required in the sole discretion of the Harbour Operator, a recent survey for the vessel specified on reverse throughout the term of the Agreement. If such documents are not submitted by the date and time specified by the Harbour Operator, the Harbour Operator may terminate this Agreement and/or other privileges such as car parking (if provided) without notice.
21. **Boat Secured.** Tenant's boat shall be secured and fendered in its assigned slip in a manner acceptable to the Harbour Operator to protect its docks and equipment. If, in the sole opinion of the Harbour Operator, the boat is found not to be secured and fendered in an acceptable manner, the Harbour Operator may adequately secure the boat and assess a service fee to be paid by the Tenant. If new or additional mooring lines or fenders are required they may be supplied by the Harbour Operator at the Tenant's expense.
22. **Extended Vacancy.** The Tenant agrees that they shall notify the Harbour Operator of the Tenant's boat leaving the Harbour for any period of time in excess of forty-eight (48) hours. During such period, or other time of vacancy, the Harbour Operator may permit other boats to use or occupy the Tenant's slip on a visiting basis. The Tenant further agrees that the Tenant shall not be entitled to the fees or any portion thereof received by the Harbour Operator for the use or occupation of the slip. The Tenant is not permitted to allow other persons use of the slip for any other boat than the boat to which this Agreement applies. The Tenant must advise the Harbour Office of any vacancy period through the submission of a sail plan for both Tenant safety and vacancy information purposes.
23. **Boat Operator Competency.** The operator(s) of the Tenant's boat shall comply with government requirements concerning operator competency.
24. **Abiding by Rules.** Tenants renting space in the harbour agree to abide by all of the rules and guidelines outlined in the Port Stanley Harbour policy handbook.
25. **Obstruction.** No person shall obstruct or impede in any way the docking or undocking of

any vessel in a harbour.

26. **Directions.** Where a harbour manager has directed orally or by notice in writing the place where, the manner in which and the time when a vessel is to be berthed, moored, moved, loaded or unloaded, no person shall berth, moor, move, load or unload a vessel except as so directed.
27. **Agreement Cancellation.** The Tenant shall have the right to cancel this Agreement at any time prior to the Agreement start date refund less a cancellation fee of \$20, which shall be the amount of the paid non-refundable deposit. In event of the Tenant's self termination of the Agreement after the Agreement start date, the Tenant shall pay for the slip based on published fees from the Agreement start date to the date the boat departs the Harbour.
28. **Tenant Breach and Agreement Termination.** The Tenant agrees to comply with all terms and conditions of this Agreement and with all rules and regulations posted from time to time at the Harbour. In event that the Tenant breaches any of the terms of this Agreement, violates any of the posted rules and regulations or for any other reason not listed herein, the Harbour Operator may immediately terminate this Agreement. Upon such termination, if the Tenant has not removed the boat from the Harbour by the required departure date determined by Harbour Operator in its sole discretion, the Harbour Operator may immediately remove the Tenant's boat from the Harbour at the sole cost and expense of the Tenant. The Harbour Operator shall not be responsible for any damage, loss or injury to the vessel or other property of the Tenant. Notice may be served to the Tenant by leaving such on the boat, at the slip, mailing or e-mailing it to the Tenant. The Tenant agrees that the Harbour Operator has a maritime and possessory lien and/or a repair and storers lien on the boat for all fees and other charges outstanding and owing to the Harbour Operator under this Agreement.
29. **Personal Property.** It is understood and agreed that ALL of Tenant's personal property must be removed from the Harbour area upon the termination of this Agreement. Should such personal property not be removed within seven (7) days following the Harbour Operator's request to do so, the property will be removed and disposed of by the Harbour Operator
30. **Deadlines and Termination.** The Tenant acknowledges they will forfeit the assigned slip if they do not comply with all terms and conditions including submission of an agreement, other required documents, and deposit prior to arrival.
31. **Harbour Operator Acceptance Rights.** The Harbour Operator reserves the right to accept or decline any hard copy document submission as application for dockage without cause.
32. **Tenant's Risk Assumption.** The Tenant, as a responsible boat owner, acknowledges and assumes all of the risks of keeping a boat in a Harbour within Port Stanley Harbour and understands the risks of exposure of it's boat to waves, surge, wind, precipitation, temperature, high or low water levels, ice and any potential weather event throughout slip occupancy and the full term of this Agreement. Harbour Operator and Municipality assumes no responsibility for these or other risks, injury, damage, death, or loss to persons or property arising in connection with the use of the said property. The Tenant agrees to indemnify and hold harmless the Harbour Manager and the Municipality of Central Elgin harmless from and against any and all loss, claims, damages, liability, causes of action and

expenses in connection with the loss of life, personal injury, loss or damage to property arising from or out of any occurrence in, upon or at the Harbour occasioned wholly or in part by any act or omission of the Tenant and that such indemnification shall survive the termination of this Agreement.

33. **Theft, Damage and Vandalism.** The Harbour Operator will not be responsible for any damage to the Tenant's boat and belongings, however caused, by the throwing or disposal of cigarette's or the like, food or debris. The Harbour Operator will not be responsible for any theft, damage or vandalism however caused as a result of unknown persons entering the Harbour or the Tenant's boat. The Tenant agrees to secure its boat at all times.
34. **Governing Law.**
This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties attorn to the courts of Ontario.
35. **Agreement Headings.**
Any headings used in this Agreement are inserted for reference only and in no way define or limit any of the provisions hereof.
36. **Severability.**
A declaration by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable shall in no way affect the validity or enforceability of any other provisions of this Agreement.
37. **Updates to Agreement.**
This Agreement shall be in effect for the term herein before set out unless sooner terminated pursuant to this Agreement. The Harbour Operator may update the terms and conditions, post rules and regulations throughout the term. The Harbour Operator may have policies and procedures regarding other Harbour operations (eg. parking operations) beyond those described herein

Signed this _____ day of _____, 20_____.

Name of owner or representative

Signature

Date