



September 9, 2022

ATTENTION: All Our Valued Customers

As hard as it may seem, the summer season is almost over and it is once again time to make **WINTER STORAGE** arrangements for your boat.

Enclosed for your **convenience with this package are: (1) A Winter Storage Agreement and (2) a NEW Marina Lease Agreement. Both must be filled out COMPLETELY and signed and returned to the Marina by October 15, 2022. The Marina's last scheduled day for Lift out is Friday November 11th, 2022.**

The Winter Storage Agreement lists services available for your particular boat and the prices for each of these services. **Please initial (or X if using the fillable form) beside each service you require.**

With respect to inside and outside storage, the placement and location of your boat at the facility is at the sole discretion of the Port Credit Harbour Marina. We regret to say that storage space will **not be reserved for any boat owner**. In particular, inside storage space is limited and placement of boats in inside storage is on a first come, first served basis.

For boats lifted by travellift that choose to come out late to be sure of a spot up front you **MUST** be ready for lift-in at the Marina's request. Owners who fail to comply with the request such that the boat has to be moved to accommodate boats situated behind the owner's boat which are ready for launch the owner will be assessed a charge equal to the published rates for the lift of a boat of equivalent size.

Weather permitting we will commence Launch around the end of April, 2023. If you come out early in our haul-out schedule, you will likely return to the water later in the spring. Conversely, if you come out late, you will be obliged to launch your vessel early next spring. Owners are responsible for informing the Marina when they are ready for launch in the Spring.

Please be advised that there will be a 5% discount given to our 2022 Summer Docking customers (3 months or more) at the Marina who will be winter storing with us in the 2022/2023 winter season providing the paperwork is returned on or before October 15, 2022. This discount applies to **winter storage fees only**.

Please note that weather and temperature constraints mean that we cannot guarantee hull wash after **NOVEMBER 11**.

As well, as a result of weather and other factors beyond the Marina's control including COVID related government regulations and the circumstances surrounding the owners of the boats stored at the Marina that may be blocking you in, (e.g. – illness, death, bankruptcy, etc.) we cannot guarantee that a boat will be put back in the water by a certain date (including May 15, the start of the Summer season). We, of course, will do our best to achieve the earliest available launch date but if you absolutely have to be in the water by a certain date then we ask that you consider other storage alternatives.

Before closing boaters should note that a \$100.00 plus HST administration charge will be assessed on those boaters who fail to show up at the scheduled lift-out time. As well, there will be a 10% surcharge applied to all charges for boats hauled out after November 11, 2022.

For your convenience we have also enclosed a **Credit Card Authorization Form** should you wish to pay by credit card. Please note if paying by credit card a 2% surcharge will be added to your fees on invoices over \$3000.00.

Should you require additional information, please call the Marina at (905) 274-5212, email to gm@portcreditmarina.ca or send a "fax" to (905) 274-1029. Thank you for your prompt attention to these matters.

Sincerely,

PORT CREDIT HARBOUR MARINA

Encls



**PORT CREDIT HARBOUR MARINA
2022/2023 WINTER STORAGE AGREEMENT**

Please provide the following information:

All new customers as well as those designated by the Marina must complete a Boat Questionnaire Form and be approved in writing prior to arriving at Marina. Allow up to four weeks for the Marina to process this form.

Account # _____

Customer's Name _____

Alpha Name on Boat _____

Boat Registration # _____

Trailer License # _____

Boat Make _____ Power or Sail _____

Boat Length Overall (L.O.A.) _____ **If your boat will be listed for sale please provide broker's name below:**

Beam _____

Mast Height _____

PLEASE INITIAL BESIDE SERVICES REQUIRED

_____ **Outside Winter Storage - Cost Per Square Foot \$5.80
L.O.A. x Beam X Cost Per Square Foot**

INCLUDES ONE LIFT FOR HAUL-OUT AND ONE LIFT FOR LIFT-IN

_____ **Inside (Unheated) Winter Storage - Cost Per Square Foot \$9.60
L.O.A. x Beam x Cost Per Square Foot**

INCLUDES ONE LIFT FOR HAUL-OUT AND ONE LIFT FOR LIFT-IN

_____ **Mast Unstepping – \$5.75 per foot L.O.A. of the Mast**

Mast Stepping is a separate charge in the Spring and is not included in the Winter Storage Fees). Note: You and/or your crew need to assist the Marina in Mast Unstepping and Mast Stepping.

Please note the Marina steps masts Tuesdays and Thursdays from 9:00 am to 4:00 pm and Wednesday from 9:00 am to 11:00 am

Please indicate your preferred mast unstepping date(s) and time of day, either AM or PM and we will do our best to accommodate you.

DATE(S):

AM OR PM:

_____ **Hull Wash – \$4.90 per foot L.O.A. - (Effective on anti-fouled boats only)**

_____ **Blocking and Beam Rental (Power Vessels Only) – \$7.50 per foot L.O.A**

_____ **Mast Storage - \$3.60** per foot of mast For Masts more than 10' longer than the boat (all others stored on deck).
No inside storage of masts unless approved by Marina.

**** Please note that all of the above services that are provided will be subject to the Harmonized Sales Tax (HST) - GST registration #R100876218****

Haul Out Date Request:

Please note the Marina hauls out boats Mondays to Fridays from 8:30 am to 4:00 pm with our last haul out date being Friday November 11th, 2022. A Surcharge equal to 10% of the storage fees will be charged for boats hauled out after November 11, 2022.

DATE(S):

AM OR PM:

_____ **I apply for a 5% discount on winter storage fees (applicable only for 2022 PCHM Summer Dockers at the Marina 3 months or more and providing this winter storage agreement is received on or before October 15, 2022).**

THE MARINA DOES NOT WINTERIZE BOATS: You are responsible to make the appropriate arrangements to have your boat winterized including having your holding tanks pumped out. All outside contractors (mechanics, shrinkwrappers, etc.) performing work on your boat must submit a signed and completed Outside Contractor Authorization Form along with proof of liability insurance and a WSIB Clearance Certificate prior to beginning any work on your boat.

It is required that outboard motors, electronic instruments and all other items which are susceptible to theft be removed from boats while in storage. The Marina is not responsible for personal property left on the boat.

I hereby authorize the above services, as initialed, and agree to be bound by the terms and conditions of the signed Marina Lease Agreement. I further acknowledge that I have read the attached Rules and Regulations on the website and agree to be bound by them.

Winter storage accounts must be paid in full prior to the boat being placed in storage.

The Marina's last lift out date is Friday November 11th, 2022.

Signature

Date

Please Return by **October 15, 2022** to:

E-Mail: gm@portcreditmarina.ca

Or mail or drop off to:

**PORT CREDIT HARBOUR MARINA
1 PORT STREET EAST
MISSISSAUGA, ONTARIO, L5G 4N1**



ONTARIO MARINA
OPERATORS' ASSOCIATION

MARINA LEASE AGREEMENT

Account # _____

COVERING ALL OPERATIONS AND INCLUDING DOCKAGE, HAULING,
LAUNCHING, STORAGE, CAR AND TRAILER PARKING, TRAVELLIFT, MAST,
BLOCKING & CRADLING SERVICES, PARTS AND ACCESSORIES, REPAIRS
AND OTHER SERVICES OF THE MARINA.

THIS AGREEMENT MADE THE _____
DAY OF _____ 20 _____

BETWEEN: **PORT CREDIT HARBOUR MARINA**
NUMBER ONE PORT ST. E.
MISSISSAUGA, ONT. L5G 4N1
Tel. (905) 274-1595 Fax; (905) 274-1029

NOTICE TO BOAT OWNER

ALL BOATS MUST HAVE PROPERTY AND LIABILITY INSURANCE
IN FULL FORCE AND EFFECT THROUGHOUT THE TERM OF THIS
AGREEMENT.

ALL CUSTOMERS MUST COMPLETE A BOAT QUESTIONNAIRE
FORM AND BE APPROVED IN WRITING PRIOR TO BRINGING
BOAT TO THE MARINA.

OF THE CITY OF MISSISSAUGA IN THE COUNTY OF PEEL IN THE PROVINCE OF ONTARIO

HEREINAFTER CALLED "THE MARINA" of the first part. ADDRESS _____ *

AND: _____ *
CITY _____

HEREAFTER CALLED "THE OWNER" of the second part PROVINCE _____ POSTAL CODE _____

TELEPHONE NO: RESIDENCE (_____) _____ * BUSINESS (_____) _____ *

E-MAIL: _____ CELL (_____) _____ *

The parties hereto agree and acknowledge as follows:

The owner warrants that he is the OWNER, the MANAGING OWNER, OR THE AGENT WITH AUTHORITY OF THE OWNER OF THE BOAT.

BOAT NAME *		REGISTRATION No. OR LICENSE No. OR HULL No. *		SERVICES REQUIRED DOCKAGE _____ HAULING/LAUNCHING _____ STORAGE _____ OTHER _____ _____
CLASS/MAKE *		YEAR OF MANUFACTURE *		
LENGTH *	BEAM *	DRAFT	POWER/SAIL	
SHORE POWER REQUIRED (AMPS)		MAST.HT.	TRAILER LICENSE#	
INSURANCE COMPANY *		POLICY NO. *		

*MANDATORY INFORMATION

ALL FEES AND CHARGES PAYABLE IN ADVANCE OF OCCUPANCY OR SERVICE.

THE OWNER, MANAGING OWNER, CHARTERER OR THE AGENT WITH AUTHORITY OF THE OWNER OF THE BOAT WARRANTS THAT THE ABOVE BOAT HAS PROPERTY AND LIABILITY INSURANCE IN FULL FORCE AND EFFECT THAT CONTINUES THROUGHOUT THE TIME PERIOD COVERED BY THIS MARINA LEASE AGREEMENT AND HE HAS READ THE TERMS AND CONDITIONS OF THIS MARINA LEASE AGREEMENT WHICH ARE DETAILED OVERLEAF AND AGREES TO ABIDE BY THEM IN EVERY RESPECT.

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:

(Signature)

- Owner
- Managing Owner
- Agent for Owner
- Charterer

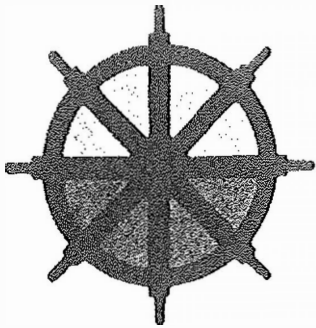
ACCEPTED:

(Marina)

Location _____

MARINA LEASE AGREEMENT TERMS AND CONDITIONS

1. The Marina agrees to supply and the Owner agrees to pay for the above services:
2. The Owner agrees to pay for all services contracted for herein in accordance with the rates as herein set forth or in accordance with the rates, terms and conditions as set forth in the Marina's form of invoice. All such charges shall be payable in advance of occupancy or service unless otherwise agreed.
3. The Owner agrees to pay the costs of all damage to the Marina's property and to the property of other Marina's tenants resulting either directly or indirectly from the Owner's Negligence. The Owner further covenants to indemnify and save harmless the Marina, its servants, agents or employees against any loss, costs, suit or claim arising out of the use of the Marina's facilities or equipment or the handling of any boat anywhere on the Marina property by the Owner or his servants, agents or employees.
4. The Owner agrees that he will not assign this agreement or sublet the space rented herein without the written consent of the Marina.
5. The Owner agrees that he will not do or permit to be done any act or thing which may make void or avoidable any insurance upon the building or any property or any part thereof upon the Marina's premises or which may cause any additional premium to be paid for any such insurance.
6. The Owner agrees that he will not make or permit any unlawful improper noisy or otherwise offensive use of the Marina property and the Owner further agrees to observe, obey and be bound by all the rules and regulations made by the Marina from time to time and listed on this agreement or posted in or about the Marina premises.
7. The Marina shall have a lien against the above described boat, gear and contents for unpaid sums due for use of the Marina facilities or for damage caused or contributed to by the above-described boat or by the Owner to any docks or property of the Marina or any other person on the Marina premises. In addition to the lien herein provided for, the Marina shall have a lien under The Repair and Storage Liens Act.
8. The Marina shall not be liable for claims, whether founded in tort or in contract and including claims for consequential damages, arising out, occasioned by, or attributed to the nature, construction, design, condition or state of repair of the Marina or of the space and premises herein leased, nor arising out of, occasioned by, or attributable to the presence on, rental, occupancy or use of the Marina or of the space and premises herein leased by the owner or by any person visiting same or being thereon. The Owner agrees to indemnify and save harmless the Marina from and against any and all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the nature, construction, design, condition or state of repair of the Marina or of the space and premises leased, 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 the space and premises herein leased by the owner or by any person visiting same or being thereon whether founded in tort or in contract.
9. The owner agrees to move his boat in accordance with the Marina's instructions and when unattended authorizes the Marina to move the boat in its discretion at the Owner's expense and risk.
10. This agreement shall remain in full force and effect for the entire term set out above, unless sooner terminated in accordance with the following conditions, to wit:
 - (a) The destruction of the mooring facilities by fire, storm or other calamity.
 - (b) Any breach of this agreement, including the rules and regulations of the Marina as provided for herein which form a part of this agreement.
11. A waiver of any one or more of the terms or conditions herein shall not be deemed to be a continuing waiver.
12. The Owner further agrees that while his boat is on the Marina's premises, he shall not hire or permit any person or any company, other than the Marina, to perform any labour thereon or make installation of equipment thereof; it being understood that the Marina does not permit any competitive labour or services to be performed on its premises without its express written authorization. The foregoing limitation is not intended to prevent the Owner or his regular crew from doing such work on his boat, provided such work is done in accordance with the rules and regulations of The Canadian Underwriters' Association and has been approved in writing by the Marina.
13. The Owner agrees that the terms of this agreement shall remain in full force and effect as long as he remains a Tenant of the said Marina, and shall apply to the herein described boat, or any additional, or substitute boats. Rates and/or charges shall be subject to change 30 days after notice of such changes have been given to the boat owner. No boat owner will be allowed to remove his boat or its equipment until all accounts have been paid in full.
14. The provision of docking and storage services by the Marina is done strictly on a seasonal or lease arrangement which is governed by this Marina Lease Agreement. The continuation of the services into another season or lease term is achieved by an offer extended by the Marina which can be revoked at any time at the Marina's discretion.
15. Fees will not be refunded (in whole or in part) for cancellation of summer docking unless the boat goes into land storage at the Marina or unless the vessel is sold and the new boat owner pays the remaining summer docking.



Account Number _____

Port Credit Harbour Marina

1 Port Street East, Mississauga, Ontario L5G 4N1 — Tel: (905) 274-1595 Fax: (905) 274-1029

TO: PORT CREDIT HARBOUR MARINA

I, _____ Hereby authorize PORT CREDIT
HARBOUR MARINA (herein PCHM) to charge the amount of \$ _____, as per

Invoice # _____, dated _____, to the following credit card:

VISA

MASTERCARD

Credit card # _____

Expiry Date _____
(MM/YY)

Validation Code _____

Name as shown on credit card:

I agree to pay above total amount according to Card Issuer Agreement. I represent and warrant to PCHM that I am the Owner of the above credit card and of the vessel listed below or have the owner's authority to issue this agreement.

VESSEL NAME

MAKE

YEAR

MODEL

REGISTRATION #

REGISTERED OWNER'S NAME

SIGNATURE

DATE