

**PORT CREDIT HARBOUR MARINA
2023 - 2024 WINTER LIVE ABOARD DOCKING APPLICATION**

Account Number _____ Location _____

NAME _____

ADDRESS _____

POSTAL CODE _____ PHONE NUMBER _____

EMAIL _____

BOAT NAME _____

REGISTRATION # _____

MAKE _____ YEAR _____ **(New Apps - must be greater than 1993)**

LENGTH (LOA) _____ **(New Apps - minimum 30')**

BEAM _____

POWER OR SAIL _____

ELECTRICITY NEEDED 30 AMPS _____ (Written approval required from Marina.
See note 6)
50 AMPS _____ (Seawall only, limited locations)
60 AMPS _____

IF YOU ARE RENEWING WHAT SLIP DID YOU HAVE LAST YEAR ? _____

WHAT SLIP ARE YOU REQUESTING ? _____

2023 - 2024 Rates

Winter Docking : \$105.00 per linear foot (LOA). **Includes realty taxes, snow removal (parking areas), garbage removal, vehicle parking and washroom maintenance⁹**

	<u>30 AMPS</u>	<u>50 AMPS</u>	<u>60AMPS</u>
Hydro (including maintenance and repair)	\$2,000.00	\$2,800.00	\$3,200.00
Agitator (Bubbler) rental	- \$220.00 per season \$250.00 deposit		

You must run your bubbler from your contracted hydro.

Please complete a Marina Lease Agreement, this Winter Docking Application and forward to Port Credit Harbour Marina along with payment in full and your insurance policy no later than November 1, 2023.

Please note the following:

1. **All applications must be signed and returned with a copy of the insurance policy for the boat. The policy must specify that the liveaboard use is allowed. You can have the policy faxed by your insurer to the Marina at (905) 274-1029 or emailed to "gm@portcreditmarina.ca" and we will match it up with your application. Applications not conforming to this requirement will not be considered.**
2. The Winter Docking season is from October 15 to May 15. Customers that dock year round at the Port Credit Harbour Marina will be able to move into their Winter slips by November 1, 2023 and Summer slips by May 1, 2024. Winter Dockers must relocate into their Summer Slips by May 1st of each summer season.
3. New Customers and Winter Dockers from outside the Port Credit Harbour Marina will Winter Dock on their assigned slip from November 1st of each year to May 1st of the following year. If necessary the Port Credit Harbour Marina will allocate an alternative slip for the other periods of the Winter Docking season.
4. Plugs in hydro outlets should be fastened and taped to prevent arcing of neutrals. All electrical cords must meet CSA STANDARDS.
5. Electrical charges are based on a flat rate and include recoveries for the maintenance, repair and upgrades to the electrical system. Winter Dockers plugged into electrical services that have not been allocated to them will be charged accordingly. Audits are regularly undertaken by management.
6. Should you encounter problems with your electrical connection please notify the Marina office immediately.
7. 30 amp service is available by special request only and stringent criteria must be met. Special requests will be replied to in writing from the Marina after reviewing the facts. Such review may involve an inspection on board the boat. As a general rule boats over 25' using electrical heat as a heating source will not qualify for 30 amps.
8. WINTER DOCKING AND HYDRO CHARGES ARE SUBJECT TO THE 13% HARMONIZED SALES TAX.
9. If you Winter Docked during 2022/2023 or Summer Docked during 2023 at the Port Credit Harbour Marina for 3 months or more you are entitled to a 15% discount on Winter fees only.
10. Winter Dockers with pets must complete a Pet Questionnaire Form and must ensure that their pets do not become a nuisance to other users of the Port Credit Harbour Marina. This includes the collection of droppings. Refusal to look after their pets properly will result in immediate termination of rights to Slips and Storage.
11. Sheds or Tops for Winter Docking must not be left on the fingers in the Fall or Spring. ALL FINGERS MUST BE KEPT CLEAR! Winter Dockers are responsible for putting their tops and frame structures in the garbage in the Spring. Failing to do so will result in the Marina doing so and charging back the Winter Docker.
12. Shrinkwrap and plastic covers must be one uniform colour for each boat. Shrinkwrap and plastic covers of different colours on a boat are not allowed. Winter frames, shrinkwrap and plastic covers must be removed from the boat by June 1st. Winter dockers who summer dock with the Port Credit Harbour Marina who do not remove covers by this date will be subject to an additional charge for the Marina to dispose of the frames and plastic and all services will be terminated.

- 13. Agitators (Bubblers) that are rented must be physically returned in a good clean condition to the Marina's shop in the presence of an employee of the Marina immediately after the ice disappears in the Spring. Do not leave them on the docks for pick-up. Upon return of a bubbler in a good condition the bubbler deposit (less any outstanding charges) will be refunded or credited to the customer's account.
- 14. The rental fee for the Agitator is based on the Marina providing an Agitator for use by the Customer. The fact that the Customer does not use the Agitator (e.g., a very warm winter) is not justification for non-payment of any of the Agitator rental fees.
- 15. New applications must submit a \$500.00 deposit with their application cheque or credit card only, no cash. This deposit will be credited to their fees if they are accepted. If their application is rejected by the Marina the deposit will be returned. If the Marina accepts the application but the applicant does not commit to Winter Docking the deposit will not be returned.
- 16. The attached Rules and Regulations and the Winter Dockers application can be found on the Port Credit Harbour Marina website. (www.portcreditharbourmarina.ca)
- 17. All applicants must complete the attached form entitled Names of Liveboards. This is simply a listing of the individuals who will be living on the boat during the winter. If the applicant will not be living on board during the winter special written permission must be obtained from the Marina in advance for the individuals that are on board the boat.
- 18. All applicants must complete the attached form entitled "Vehicle Information". According to the Rules and Regulations, dockers are permitted to park a maximum of two currently plated, insured and operational vehicles per slip on Marina property. Storage of vehicles is not permitted. Storage includes leaving your vehicle on PCHM property while you are absent for extended periods of time (more than 3 weeks). If you plan to leave your vehicle on the Marina's property for more than 1 week please advise the Security Office in writing leaving a phone number where you can be contacted. All vehicles not conforming to these requirements will be tagged and/or towed at the owner's expense.
- 19. Winter Dockers must store their belongings on board their boat or off-site. Using the Marina facilities to store their belongings is not allowed.
- 20. All boats docking at the Port Credit Harbour Marina must be capable of motoring under their own power. Boats that are not capable of utilizing engine power to navigate the waters are strictly prohibited. All boats must meet all of the requirements of the law under Transport Canada Small Vessel Regulations as per the Canadian Shipping Act.

If you are renting an agitator please remember to also provide a separate payment for the deposit on this agitator as detailed on the fee calculation schedule.

I have completed and signed the 2023-2024 Winter Docking Application, Marina Lease Agreement and a Boat Questionnaire (for all new applicants), and have read the attached Rules and Regulations, and agree to be bound by them.

DATE

SIGNATURE

SCHEDULE A

WINTER DOCKING FEES - CALCULATIONS

All Fees Due On Or Before November 1, 2023

A. Winter Docking Fee

_____ x \$105.00 = _____
LOA

Less Discount of 15%

(Only 2022/2023 Winter Dockers and 2023 Summer Dockers are eligible)

< _____ > = _____

B. Hydro Fee (Choose One)

30 amps - \$2,000.00 *

or

50 amps - \$2,800.00 **

or

60 amps - \$3,200.00

= _____

C. Agitator Fee

Rental Fee - \$220.00 X _____ = _____
Quantity

Total Fees Before HST (A+B+C) _____

GST of 13% on Total _____

Total Fees _____

(Due on or before November 1, 2023)

Agitator Deposit - (Separate Payment Required)

Deposit - \$250.00 X _____ = _____
Quantity

* approval in writing from the Marina required.

** Limited to certain slips. Check with office for available slips.

**PORT CREDIT HARBOUR MARINA
2023/2024 WINTER DOCKING**

NAMES OF LIVEBOARDS

(Please Print)

Name

Relationship

1. _____

2. _____

3. _____

4. _____

Note:

1. Maximum number of liveboards per boat is three. After the first person there is an additional charge of \$300 (adult) and \$200 (child) for each person.

2. Non-family members must also sign a marina lease agreement and be approved by the Marina.

VEHICLE INFORMATION

MAKE

MODEL YEAR

COLOUR

LICENCE PLATE NUMBER



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.

Table with 5 rows and 4 columns for boat details and services required. Includes fields for BOAT NAME, REGISTRATION No., CLASS/MAKE, YEAR OF MANUFACTURE, LENGTH, BEAM, DRAFT, POWER/SAIL, SHORE POWER REQUIRED, MAST.HT., TRAILER LICENSE#, INSURANCE COMPANY, and POLICY NO. Services required include DOCKAGE, HAULING/LAUNCHING, STORAGE, and OTHER.

*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

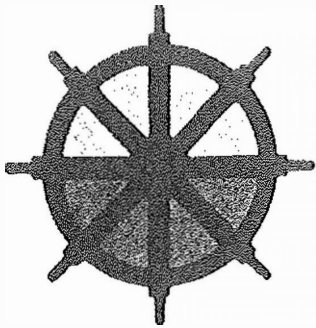
ACCEPTED:

(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