



## CORPORATION OF THE MUNICIPALITY OF MEAFORD

Meaford Harbour - 21 Trowbridge Street West, Meaford, ON N4L 1A1  
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### **SCHEDULE A - MEAFORD HARBOUR - BERTHING SLIP - TERMS & CONDITIONS**

In this agreement "Meaford Harbour area" includes the area occupied by the Municipality of Meaford Harbour facilities, including grounds, docking facilities and buildings. The word "Municipality" indicates any person authorized to represent the Corporation of the Municipality of Meaford. This agreement is for the period of **May 9 - November 3** inclusive only.

This agreement must be returned signed and dated, with accompanying payment(s) schedule prior to **February 28**, along with proof of insurance or it will be deemed unacceptable and returned to customer. All outstanding bills must be paid in full before agreements are accepted and space is reserved. The Municipality of Meaford is not bound or obligated to offer a vessel owner a berthing slip reservation and reserves the right to refuse a berthing slip agreement to any person or entity, at its sole discretion, for any reason whatsoever.

#### **RATES & FEES:**

- Berthing Slip Fee: **\$48.00** per foot based on (LOA) Length Overall of vessel (minimum overall length of 20') plus H.S.T.
- Electrical Service Fee: **\$7.50** per foot, where applicable, based on LOA Length Overall of vessel, plus H.S.T.

*The Municipality of Meaford reserves the right to adjust rates should LOA actually exceed the LOA, as specified within Contract. LOA is determined using davits, pulpits, bowsprit, stem head fittings, bathing platforms or anything that extends over and above manufacturer's length, and is rounded up to the nearest foot.*

#### **PAYMENT OPTIONS:**

You have 3 Payment Plan Options. (Please select your preferred option.) All fees are subject to HST:

- Payment 1: Full payment due on or before February 28, 2014
- Payment 2: 50% payment due February 28, 2014  
50% payment due April 15, 2014 plus additional \$25 administration fee added
- Payment 3: 50% payment due on February 28, 2014  
30% payment due April 15, 2014 with an additional \$25 administration fee added  
20% payment due May 9, 2014 with an additional \$25 administration fee added

The Owner agrees to pay all fees and charges due under this Agreement to the Municipality on demand and, in any event, upon the termination of this Agreement. In addition, the Municipality shall have a lien against the vessel and its contents for amounts due and owing with respect to the use of the berthing facility or the provision of services and for the amount of any damage occasioned to any docks or other property of the Municipality by the owner and/or their passengers, crew or guests, or by the vessel, and for any expenses incurred by the Municipality on behalf of the owner or debts due to the Municipality under the terms of this Agreement.

#### **REFUNDS:**

Cancellation of agreement prior to **May 1**; owner will receive a full refund of fees paid less an administrative charge of \$100.00.

Cancellation of agreement between **May 1 and June 15**; owner shall receive a refund of 60% of the full seasonal mooring fees paid less an administrative charge of \$100.00.

Cancellation requests received after **June 15**; owner shall forfeit the full seasonal mooring fees.

All requests for cancellation of berthing slip shall include full forfeiture of the subject berthing space and harbour privileges. All cancellations must be received by written notice from the owner.

Sub-leasing of berthing slip, as well as the transfer of a vessel from one slip to another, is not permitted. In the case of a vessel that is sold during the season, the vessel will immediately transfer to a transient slip and the new vessel owner shall be required to apply to the harbour waiting list.

#### **RESPONSIBILITIES & PRIVILEGES:**

This Agreement includes a summer berthing slip only, use of dock, reasonable parking facilities and access to harbour facilities. Vehicles left in parking facilities and used as a storage facility will be towed at owner's expense.

The Municipality of Meaford, in its sole discretion, may relocate &/or reassign berthing slips, if determined by harbour staff that relocation &/or reassignment is advantageous to the function and success of harbour business &/or property.

Vessels, vessel trailers or cradles are not to be left on Municipality Property. Unattended trailers and cradles will be removed at owner expense. Winter storage of vessels (as arranged through Richardson Vessels) must be removed from harbour premises no later than **June 27**.

The Municipality is not responsible for, and/or cannot be held responsible for any form of loss or damage to your vessel while berthed at a Municipal dock or while on Municipal property unless the damage is caused directly by the Municipality's negligence. The vessel owner is responsible for any other form of loss or damage to the vessel, and hereby releases the Municipality from any claims whatsoever relating to the same.

At any time while vessel is located on, at, near, or in any way at a location affecting harbour property, the Municipality of Meaford shall have the sole & exclusive discretion and authority to dock and/or maneuver the vessel or direct owner to maneuver the vessel, as the Municipality deems appropriate. The Municipality of Meaford is not responsible for dinghies left on harbour premises.

The owner agrees to keep noise to a minimum at all times and to exercise reasonable discretion in the operation of generators, engines, radios, etc. so as not to cause a nuisance to others.

Harbour staff is not responsible for securing vessels. The Municipality is authorized to remove your vessel for just cause at your expense. Do not store dinghies and inflatables on the docks. Do not attach any foreign objects or materials to dock structure.

It is understood and agreed that no advertising or soliciting of any nature and no business activity connected with vessel or boating or both, including the vessel brokerage business and any activities associated with such business, will be undertaken in, on, or from the Meaford Harbour area unless authorized in writing by the Municipality. The address of the Meaford Harbour will not be used for business purposes unless authorized in writing by the Municipality.

Owner agrees and acknowledges full marine insurance coverage on vessel(s) (hull coverage, indemnity & liability coverage) for the duration of the berthing slip agreement. Customers without insurance are in violation of the agreement & will be subject to cancellation.

Owner agrees to release, discharge, indemnify & hold harmless the Municipality of Meaford from any & all responsibility for injury including death, loss, or damage to persons or property in connection with harbour services hereunder &/or the Municipality of Meaford property, docking facility, or storage area not resulting from negligence on the part of the Municipality. This release, discharge, & indemnification shall cover, without limitation, any loss or damage resulting from harbour staff docking or hauling owner's vessel, vandalism, theft, fire & high/low water, wind, collision, ice, rain, terrorism, or any reasons beyond the control of the Municipality (Force Majeure)

"FORCE MAJEURE" means any *bona fide* delay or state of affairs beyond the control of a party (other than as a result of financial incapacity of the party and other than a delay or state of affairs within the control of the party relying upon such Force Majeure) which shall cause or contribute towards any party being unable to fulfil or being delayed or restricted in the fulfilment of such party's obligation, including any such delay or state of affairs by reason of:

- non-delivery or non-availability of the supply or provision of any service or the doing of any work or making of any repairs;
- inability to obtain any required material, goods, equipment, service or labour;
- applicable laws or inability to procure any required governmental consent;
- any strikes, lock-outs, slow-downs or other combined action of workers or labour disputes;
- insurrection, acts of God, war, riots or civil commotions.

**TEMPORARY USE OF SLIP FOR TRANSIENT RENTAL:**

When a seasonal berthing slip is vacant (where owner is away overnight or for an extended period of time, The Municipality has the sole and exclusive right to rent out berthing slip to transients. All seasonal clients leaving harbour via vessel shall notify the Harbour Services Coordinator of their prolonged departure and anticipated return to harbour date and time. The Municipality, using this information, may assign seasonal slips to visiting vessels (transients), on a temporary basis conditional on having the slip cleared for the return of the seasonal client. Failure to notify the Harbour Services Coordinator of expected date and time of return may result in seasonal client's vessel being temporarily assigned to another slip or mooring until assigned berthing slip is vacated.

**SAFETY:**

It is recommended that children 12 years & under wear lifejackets or personal floatation devices when on the docks, around launch ramp or near water edge; Fishing, diving and swimming are not permitted on or around any slips or moorings. Fish cleaning is not permitted on the docks. No open flames of any kind are permitted within the marina premises. A Barbeque is provided by the Harbour in designated area. It is recommended that owners and their guests refrain from using vessel's head facilities while at berth and any discharge of grey water and/or holding tank is strictly prohibited. Engines may not be started or run on dry dock/land. Pets must be leashed at all times when not on vessel.

Fuelling of vessels from portable containers is strictly prohibited within the harbour premises.

Prior approval from the Harbour Supervisor is required for use of any dock prior to **May 9** in any year.

The Municipality of Meaford hereby reserves the right to review, alter and/or change the harbour policies from time to time.

I have read, understand and accept the Municipal Terms and Conditions attached hereto as Schedule "A" and acknowledge having read the terms set forth in the harbour policies posted on the website and/or hardcopy in the harbour office (a copy of which may be provided to vessel owner upon written request) which is hereby declared and agreed to form part of this Agreement. The owner also acknowledges that he/she is aware that Meaford Harbour is adopting Clean Marine Practices throughout the facility and will make every effort to comply with those practices where possible to help the harbour and protect our natural environment.

\_\_\_\_\_  
Applicant/Vessel Owner Signature

\_\_\_\_\_  
Applicant/Vessel Owner Name Printed

\_\_\_\_\_  
Date