

**TOWN OF THE BLUE MOUNTAINS SCHEDULE "A" FOR 2017**  
**LICENCE OF OCCUPATION CONDITIONS**

1. In this agreement "Thornbury Harbour area" includes the area occupied by the Town Harbour facilities, including grounds, docking and buildings.
2. This agreement shall be in effect for the term set in Licence of Occupation unless sooner terminated by reason of:
  - (a) The destruction of the berthing facilities by fire, storm or other calamity;
  - (b) The breach of the terms of this Agreement by the owner, passengers, crew or guests.
3. The Owner represents and warrants that their boat is a pleasure craft, registered, identified and equipped in accordance with Canadian Shipping Law and that it will be operated under its own power in accordance with safe boating principles in Thornbury Harbour.
4. The Owner agrees to have masts up by May 30<sup>th</sup> of the current boating season when their boat is in its berth.
5. It is understood and agreed that no advertising or soliciting of any nature and no business activity connected with boats or boating or both, including the boat brokerage business and any activities associated with such business, will be carried on in, on, or from the Thornbury Harbour area unless authorized in writing by the Director of Community Services or his or her designate and the address of the Thornbury Harbour will not be used for business purposes unless authorized in writing by the Director of Community Services or his or her designate.
6. It is understood and agreed that all Thornbury Harbour services shall cease upon the termination of this agreement which date shall be the official closing date of the berthing facilities of the Town each year, such date being the annual haul-out date in any calendar year.
7. The Owner agrees to pay all debts due under this Agreement to the town on demand and, in any event, upon termination of this Agreement. In addition, the Town shall have a lien against the boat and its contents for amounts due and owing in respect of 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 Town by the Owner and/or their passengers, crew or guests, or by the boat, and for any expenses incurred by the Town on behalf of the Owner or debts due to the Town under the terms of this Agreement.

**Administration**

8. The Owner agrees to return the completed Licence of Occupation by January 6, 2017 together with a cheque showing the total cost of the 2017 seasonal mooring fee as shown on the 2017 Seasonal Mooring Fees chart. If the completed Licence of Occupation and cheque are not received by the Town by January 6, 2017 there will be **no guarantee that a berth will be available and the appropriate position on the Waiting List will be contacted regarding the subject berth.**
9. It is understood boats will be physically measured from bow to stern, including swimming platforms, bowsprit, davits and anything that extends over and above manufacturer's length. An additional vessel, i.e. dinghy or P.W.C in the water will be charged an additional price per foot. The seasonal mooring rate will be adjusted accordingly.

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**Transfer of Berths/Cancellation of Licence of Occupation**

10. It is understood and agreed that the sub-leasing of slips, as well as the transfer of boats from one slip to another, shall not be permitted. In the case of a boat that is sold during the season, that boat will immediately transfer to a transient slip, with the new boat owner applying to the Waiting List. The previous owner retains the Licence of Occupation and may continue to utilize the slip if a new boat is compatible with the slip, or may apply to the Town for a refund until June 30<sup>th</sup>. (See condition 11)
11. The Owner shall have the right to cancel this Agreement at any time prior to May 1<sup>st</sup> with full refund, less an administrative charge of \$25.00. Any cancellation request shall have a refund of 100% of the full seasonal mooring fee for the month of May and a refund of 60% of the full seasonal mooring fee for the month of June, less an administrative charge of \$25.00. Should the slip rental be cancelled after June 30<sup>th</sup> the boater will forfeit their full seasonal mooring fee. Any request for cancellation of slip shall include forfeiture of the subject berthing space.

**Safety and Liability**

12. The Owner agrees to provide the Town a CERTIFICATE OF INSURANCE naming the Town of The Blue Mountains as an additional insured from your insurance company noting a minimum of \$1 Million in coverage with your completed Licence of Occupation form. A renewal certificate must be issued upon the term renewal.
13. The Owner agrees that any and all contractors working on Town property including any contractor(s) working on a boat in or out of the water must provide the Town with a copy of their WSIB/Independent Operator Status as well as a Certificate of Insurance for commercial general liability (minimum \$2 Million limit) naming the Town of The Blue Mountains as an additional insured.
14. The Owner agrees to notify the Harbour Staff when leaving for an extended cruise or for a period of time in excess of twenty-four (24) hours. The Town reserves the right to rent the berthing facility provided under this Agreement when vacant; transients will, however, move their boats upon the Owner's return as directed by Harbour Staff. The Owner shall fill out a Sail Plan to be picked up at the Harbour office giving departure and return date.
15. It is understood and agreed that all power and auxiliary powered vessels will be under said power when entering or leaving the Harbour and that no boat will exceed the speed of 4 knots (no wake) in the Harbour areas, including approach channels.
16. It is understood and agreed that any boat may be subject to periodic inspection by the employees of the Town who may, for this purpose, board the boat at any reasonable hour, and that the boat may be boarded by said employees in the event of any emergency which may, in the opinion of the Town exist.
17. The Owner agrees to comply with all the terms of this Agreement and with all the rules and regulations posted from time to time in Thornbury Harbour and in the event that the Owner and their passengers, crew or guests breaches any term of this Agreement or contravenes any of the posted rules and regulations, the Town may, in its absolute discretion, by notice, terminate the

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- Agreement immediately, and the Town may remove the boat from the berthing facility at the Owners expense and risk and retake possession of the facility immediately.
18. The Owner agrees that in the case of an emergency, the Town may remove the boat from the particular space rented and move it to any other berthing space. It is understood and agreed that in the event of any emergency or when deemed necessary by the Town for any other circumstances, the Owner shall be prepared to move any boat immediately in accordance with the Town's instructions. Unattended boats will be moved at the Owner's expense and risk.
  19. It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the Town, and if not acceptable, the Town will adequately secure the boat and assess a service fee. If new mooring lines are required, they shall be supplied at the Owner's expense. Minimum lines of 3/8" must be used on all boats under 24 feet, 1/2" lines on 24 feet – 33 feet craft, 5/8" lines on craft over 33 feet.
  20. In the event that the boat sinks at the dock or elsewhere in the Thornbury Harbour area, then the Owner agrees to remove such boat forthwith. If the Owner fails to do so, then the Town may remove the boat at the Owner's expense, and the cost thereof shall be a debt due from the Owner to the Town under this Agreement.
  21. Where the operator is not in fact the registered Owner of the boat of which they have charge, the Owner shall, for the purposes of this Agreement, hereby represents that he or she executes this Agreement as such.
  22. The Owner agrees that the Town will not be held liable for injury, damage or loss to person or property arising in connection with the use of the Town's facilities, services or equipment, no matter how caused or arising, and agrees to save the Town harmless from any action, suit or claim arising from same, including third party claims.
  23. It is understood and agreed that this Agreement is for the provision of a berthing facility and land storage only, and that the Town's services, equipment and other facilities are to be used entirely at the risk of the Owner and/or their passengers, crew or guests. The Town will not be liable for the care or protection of the boat and its contents, the passengers, crew or guests or for any loss, damage or injury occasioned to the boat or its contents or to the Owner, his passengers, crew or guests, however caused. The Owner agrees to indemnify and save harmless the Corporation of The Town of The Blue Mountains from any liability, damages or expenses for which the Town may be held liable in any action arising out of the use of the Thornbury Harbour areas or of any Town services, equipment or other facilities by the Owner and/or their passengers, crew or guests.
  24. The Owner understands and agrees that no refuse of any kind will be thrown overboard and that garbage must be deposited in the bins supplied for that purpose.
  25. The Owner understands and agrees that no oil, inflammable liquids, oily bilges or other liquids will be discharged into the Thornbury Harbour areas. Such liquids must be disposed of in accordance with applicable regulations.
  26. The Owner understands and agrees that charcoal fires will not be permitted on the docks or within the confines of the Thornbury Harbour areas except in areas designated for such use.

27. 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.
28. It is understood and agreed that swimming will not be permitted in the Thornbury Harbour waters.
29. The Owner agrees not to store supplies, accessories, debris or other materials on the docks, piers, or other structures in the Thornbury Harbour area.
30. It is understood and agreed that laundry is not to be hung out on boats, docks, piers, or other structures in the Thornbury Harbour area.
31. The Owner agrees to only minor repair work on boats moored in the water; extent of allowable repair work to be determined by staff as outlined in the vessel maintenance policy of the Thornbury Harbour.

#### **Launch/Haul Out/Winter Storage**

32. Unless and except if the Owner has signed a Land Storage Agreement with the Town, the Owner agrees to remove their boat from the Thornbury Harbour area upon the termination of this Agreement, and in the event that the Owner fails to so remove their boat prior to the official closing date of the berthing facilities of the Town, which will be posted at the Harbour Office, the Owner agrees to pay to the Town as liquidated damages an amount equal to twice the daily dockage rate applicable to the berthing facility in question during the summer season and to pay as liquidated damages a like amount to the Town in respect of each succeeding day during which their boat remains in the Thornbury Harbour areas.
33. It is understood and agreed that at any time after the official closing date, the Town may in its absolute discretion move the boat at the Owner's risk and expense to another berthing facility within the Thornbury Harbour area or to a place of storage within the Thornbury Harbour areas or elsewhere. The Owner further agrees to pay all such expenses, storage fees and amounts owing as liquidated damages to the Town upon demand. Any such amount or amounts shall be a debt owing as liquidated damages. Notwithstanding any other provision of this Agreement, the town will not be liable for damage, loss or other mishap occasioned to the boat or its contents in the Thornbury Harbour areas after that date, however caused.
34. The sole Owner or Owners of the Boat hereby agree that no human habitation or human occupation will take place on or in and around a boat from October 15th until May 15th or while on Land Storage. The Owner or Owners further agree the Town of The Blue Mountains is released from liability for damages or loss no matter how it occurs to the Boat, Motor and Equipment and any Chattels while located on the property of the Town, the Owner or Owners further agree that the subject boat, motor and equipment and any Chattels are insured by the Owner against any loss or damage while located on the property of the Town.
35. Mast crane, crane rental for launch and haul-out is controlled and managed by the Thornbury Yacht Club with the co-operation of the town of The Blue Mountains. Reservation of launch or haul out to be made with Thornbury Yacht Club at such time as set out by the Yacht Club.