



Muskoka Wharf Watercraft Slip Lease Agreement

Dock _____ Slip _____ Term _____

This Agreement made this _____ day of _____, _____

Between:

The Corporation of the Town of Gravenhurst

Hereinafter referred to as the "Licensor ("Town")"

– And –

Name			
Home street address			
City		Postal Code	
Home phone number		Mobile phone number	
Email Address			

Watercraft Name		Outside Hull Number	
Class		Length	
Beam		Draft	

Insurance company name			
Policy number		Expiry date	
Liability amount			
Recreational Watercraft Use 2 million		Commercial Watercraft Use 5 million	

Hereinafter referred to as the "Licensee ("Tenant")"

Whereas the Licensor owns the dock slips at the facility known as **Muskoka Wharf** located in the Town of Gravenhurst ("**Muskoka Wharf**").

Whereas the Licensor desires to grant, and the Licensee desires to obtain, a license to use a slip (the "**Slip**") at the Muskoka Wharf and to have access thereto, the description of which is set forth in **Schedule "A"**.

Whereas the Licensee agrees to abide by the terms of this Agreement and all other administrative regulations and policies as the Licensor may establish from time to time.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Licensee and Licensor covenant and agree as follows:

1. Grant, Term, Renewal and Transfer

The Licensor hereby grants to the Licensee a revocable license to use a Slip as described in Schedule "A" (the "**Term**"), for the mooring of one watercraft only (the "**Watercraft**") upon the terms and conditions as more particularly set forth in this Agreement.

Unless otherwise agreed between the parties, the Term shall not be for less than a single season being the 15th of May to October 31st in each Calendar year (a "**Season**") for all docks, save and except for Dock A and D whereby watercrafts are required to vacate their slips for Event dates in July. The season for Dock E is June 1st to October 31st, 2022. The dates are outlined on **Schedule "A"**.

2. Fee

The fee for the initial Term of the License (the "**Fee**") shall be in the amount set forth in **Schedule "A"**. The Licensee ("Tenant") shall ensure that payment in the amount of one-half of the fee (the "**Deposit**"), is made payable to the order of the Town of Gravenhurst and shall accompany the duly executed version of this Agreement. The Licensee shall file the Deposit and its executed version hereof with the Town of Gravenhurst Municipal Office. The Town of Gravenhurst has the right to accept or reject any License for any reason. The Deposit shall become non-refundable upon written confirmation to the Licensee from the Licensor that the Licensee has been granted the License in and to the Slip.

The balance of the Fee shall be due and payable no later than the second Friday in April by the end of the workday. Failing which the Licensor may, in its sole discretion, cancel the License granted hereunder, and or charge interest and penalties other Licensee including, without limitation, an administration fee, damages suffered due to its inability to grant an alternate license in the Slip, and or any legal costs incurred as a result of the Licensees failure to pay the balance of the Fee.

Notwithstanding the foregoing, in the event of force majeure, the Fee shall be prorated accordingly. For purposes hereof, an event of "force majeure" shall mean an act of God, war, terrorism, riot, civil commotion, fire, strike, labour dispute, and any act of governmental authority or any other similar occurrence substantially beyond party's

reasonable control.

3. Terms of the License

- (a) This license does not provide the Licensee with the authority to install a watercraft lift or other type of mooring device without written approval from the Licensor. The Licensor reserves the right to deny, request removal of or approve such alternate mooring devices at its sole discretion. The Licensor shall not be responsible for storage of such devices during the end of season.
- (b) The selection and assignment of a slip to the Licensee shall be made at the Licensor's sole discretion. If, in its reasonable judgment, and circumstances warrant, the Licensor reserves the right, in its sole discretion, to assign an alternate slip to the Licensee during the Term.
- (c) This License does not create an interest in land and may not be registered against title to any lands of the Licensor.
- (d) A waiver of any one or more of the terms and conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions of this Agreement other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.
- (e) The Licensee agrees that the terms of this Agreement shall remain in full force and effect as long as the Licensee remains a Licensee of the Muskoka Wharf, and shall apply to the watercraft, or any additional, or substitute watercraft. The Licensee hereby agrees that they must provide the Licensor with notification of any such substitute watercraft.
- (f) The Licensee covenants, on its own behalf and on behalf of any invitee, servant, agent, employee, guest, crew member, or family member of the Licensee and on behalf of all others for whom the Licensee is responsible at law, to strictly comply with and conduct themselves in accordance with the rules and regulations established from time to time by the Licensor relating to the Muskoka Wharf facility (the "**Rules**"), including but not limited to those rules and regulations set out in **Schedule "B"** hereto. The Licensor shall have the right to amend the Rules as it deems appropriate from time to time, and such amendments shall be effective upon being posted at the Muskoka Wharf facility.
- (g) The License includes access to the Muskoka Wharf slips via a controlled security gate, intended to provide access to Licensee's of the Muskoka Wharf only. Any additional security services or other similar or like services may be considered on a surcharged basis subject to the Licensor's granting approval.
- (h) This License includes the right to park one motor vehicle only within the Muskoka Wharf's designated public parking area, subject to availability. The Licensee covenants and agrees that no designated parking spot will be assigned for the sole use by the Licensee. The Licensor assumes no responsibilities for the liability of vehicles and contents while using the available public parking in the designated parking area.

- (i) The Licensee shall not retain outside contractors, service organizations, corporations, or individuals to undertake any service work on moored Watercrafts at the Muskoka Wharf without the prior written approval of the Licensor.

4. Assignment, Sub-License, Refunds

The lease for the slip is an agreement between the Licensee and the Licensor and cannot be sub leased. Only the assigned slip may be used by the Licensee. Any request for transfer must be forwarded to the Licensor in writing and may be accommodated if the slip is not on a wait list and is available. All refund requests must be made in writing to the Licensor and will incur a \$100.00 cancellation fee. Refund requests received after April 15th and before August 1st may be granted provided the slip can be leased. The refund will incur the \$100.00 cancellation fee and be prorated based on the last day of the month. Refunds are not available after August 1st.

5. Denial of Right of License, Remedies and Termination

- (a) The Licensor shall have the right to terminate the License granted pursuant to this Agreement, and to expel the Licensee or any invitee, servant, agent, employee, guest, crew member or family member of the Licensee and to remove the Licensee's Watercraft and any other equipment or property of the Licensee from the Muskoka Wharf facility, in the event that:
 - (i) the balance of the Fee is not paid by the 2nd Friday in April.
 - (ii) the Slip is assigned to someone other than an Approved Licensee, without the Licensor's prior written approval.
 - (iii) the Licensee fails to relocate the Licensee's watercraft to such alternate slip as may be assigned by the Licensor to the Licensee during the Term, as contemplated in Subsection 3 (b) of this Agreement.
 - (iv) the Licensee's insurance should lapse.
 - (v) the Licensee fails to advise the Licensor of any change in information regarding the watercraft.
 - (vi) the Licensee, or any invitee, servant, agent, employee, guest, crew member or family member of the Licensee, or such others for whom the Licensee is responsible at law, contravenes any of the obligations or regulations contained in this Agreement, or any further policies as established by the Licensor and incorporated into the Rules and posted at the Muskoka Wharf, and such default is not cured within five (5) calendar days' written notice thereof from the Licensor to the Licensee; and or
 - (vii) The Licensee's Watercraft should sink or otherwise becomes unseaworthy.
- (b) The Licensee acknowledges and agrees that in addition to any other

remedies available to it hereunder, in the event that the Fee or any portion thereof is unpaid, the Licensor may, upon written notice to the Licensee, in addition to the right of the Licensor to terminate the license contemplated to this agreement, deem the Watercraft and any other of the Licensee's property located in the Slip or on the pier, to be stored (the "Storage Remedy"). The removal of the watercraft shall be a debt due from the Licensee to the Licensor.

- (c) The Licensee reserves the right to utilize a third party to remove and store the aforementioned watercraft. In the event that the Licensor exercises the Storage Remedy, it shall be deemed to be a "store" under the Repair and Storage Liens Act (Ontario) (the "RSLA") and shall be governed by the relevant provisions thereof. Notwithstanding anything to the contrary herein contained or pursuant to the RSLA, the Licensor's duty of care towards items in its possession as storer, shall be no more than that of a custodian, acting reasonably.

6. Indemnification

The Licensee agrees to defend, indemnify and save harmless the Licensor, its councillors, directors, officers, employees, agents and representatives from and against any and all claims, actions, suits, liabilities, losses, damages, charges and expenses of every nature and character (including without limiting the generality of the foregoing, legal fees and expenses) (individually or collectively the "**Claims**"), whether or not caused or contributed to by the actions of the Licensor, sustained or incurred by reason of any death personal injury, or property loss or damage to any person or to any person's property located in the Muskoka Wharf facility or in another slip thereof and arising as a result of or in any way connected to the Licensee 's (or its passengers', crew's or guests') use of the Slip, the Muskoka Wharf and or their respective facilities.

The Licensor shall not be liable in any way for damage to the Watercraft or any part or accessory thereof, or any other property of the Licensee while in the Muskoka Wharf facility, arising from fire, directly or indirectly, no matter from what cause it occurs; from contact or collision with any other vessel or with structures, from the elements, or from damage or loss caused by any person other than an employee or agent of the Licensor, it being agreed that the Licensee for its own protection will effect insurance covering the risks aforesaid as it may deem advisable.

The Licensee agrees to pay the costs of all damage to the Licensor's property and to the property of other occupants of the Muskoka Wharf facility resulting directly or indirectly from the negligence or negligence of their agents, invitees, crew, family members, or guests. Without limiting the foregoing, the Licensee covenants to indemnify and save harmless the Licensor against any loss, costs, suits, claims (including penalties and fines) arising out of or in connection with the issuance of this Agreement and from any discharge or release of any fuel, chemicals, waste, or other pollutants, or violation of any statute or regulation relating to the use, operation, or ownership of the Watercraft by the Licensee, their agents, invitees, crew, family members, or guests.

7. Release

The Licensee further covenants and agrees to release and forever discharge the Licensor, its Councillors, directors, officers, employees, agents and representatives from and against all claims, demands, or causes of action, of every nature and type whatsoever that may arise either as a result of the failure of the Licensor to carry out any of its obligations under this Agreement, or, as a result of any actions or omissions on the part of the Licensor, or its servants, agents, employees or contractors, in connection with the operation of the Muskoka Wharf facility, whether or not any loss or damage suffered by the Licensee is occasioned as a result on negligence on the part of the Licensor, or those for whom the Licensor is responsible at law.

The Licensor does not assume any responsibility or liability to the Licensee for the loss of any article(s) or equipment, which may be left on the Watercraft or in the Muskoka Wharf facility.

In the event that the Watercraft sinks in the Muskoka Wharf facility or surrounding area, the Licensee must remove such wreck forthwith, failing which the Licensor may remove or arrange for the removal of the wreck at the Licensee's sole expense, and the cost thereof shall be a debt due from the Licensee to the Licensor.

8. Insurance

Recreational Use Vessel

For each Season of the Term, the Licensee shall maintain in full force Watercraft Liability Insurance for Recreational Vessel use inclusive limits not less than Two Million Dollars (\$2,000,000.00) per occurrence including but not limited to bodily injury, property damage, contractual liability, sudden and accidental pollution, wreckage removal and contain a cross liability/severability of insured clause. The Licensor shall be added as an additional insured. A Certificate of Insurance must be received by the Licensor prior to launching the watercraft.

Commercial Use Vessel

For each Season of the Term, the Licensee shall maintain in full force Watercraft Liability Insurance for Other Commercial Vessels use inclusive limits not less than Five Million Dollars (\$5,000,000.00) per occurrence including but not limited to Protection and Indemnity insurance include contractual liability, cross liability/Severability of Interests clause, a minimum of 30 days' notice to the Licensor of Cancellation, Sudden and Accidental Pollution (120 Hour reporting) and wreck removal. The Licensor must be listed as an additional insured with respect to the operations of the named insured. A Certificate of Insurance confirming coverage must be received by the Licensor prior to launching any and all watercrafts.

The Licensee shall provide the Licensor with a Certificate of Insurance confirming that the required limits and coverages are in effect on or before April 15th and the

Certificate of Insurance must be acceptable to the Licensor.

The Licensee and its insurer shall agree in writing to waive any rights of subrogation that may have against the Licensor.

The provisions of this Section 8 shall survive the termination of this Agreement.

9. Representations and Warranties

The Licensee represents and warrants to the Licensor that:

- (i) It has read the Rules attached hereto as Schedule "B", and agrees to abide by the said Rules, as amended by the Licensor from time to time in its absolute discretion.
- (ii) It has obtained and shall maintain in force throughout the Term of this Agreement, such policy, or policies of insurance as are required on its part pursuant to Section 8 of this Agreement.

10. Miscellaneous

- (a) Any reference to the Licensee in these regulations shall be deemed to be a reference also to the person in charge of a Watercraft and any invitee, servant, agent, employee, guest, crew member, family member or guests of the Licensee where such person is not included in this Agreement.
- (b) The provisions contained herein shall also apply to personal watercrafts and visitors of the Licensee, or any invitee, servant, agent, employee, guest, crew member or family member of the Licensee while on the Muskoka Wharf property.
- (c) This Agreement is executed pursuant to, and shall be construed under and governed exclusively by, the laws of Ontario, Canada.
- (d) The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Ontario located in Bracebridge, Ontario for any actions, suits or proceedings arising out of or relating to this Agreement. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the courts of Ontario located in Toronto and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
- (e) Any notices, requests for consents or other communications in relation to this Agreement shall be made in writing and addressed to the Licensor. Any such notice or other communication shall be deemed received upon personal delivery, confirmed facsimile delivery or on the second day after delivery by a reputable courier.
- (f) The failure or delay by a party to insist upon strict performance of any provision of this Agreement or to exercise any option, right, or remedy contained in this Agreement shall not constitute a waiver or a relinquishment

of such provision, option, right, or remedy for the future. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

- (g) Each of the provisions of this Agreement shall be severable from all other provisions and invalidity of any part hereof shall not affect the validity of other parts of this Agreement. Notwithstanding the foregoing, in the event that Section 8 hereof is deemed to be invalid, this Agreement shall be rendered null and void.
- (h) This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written, oral, or electronic communications relating to this subject matter. No amendment to this Agreement shall be effective unless made in writing and executed by the parties hereto.
- (i) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and, in the event of an assignment, upon their respective successors and assigns.
- (j) This Agreement may be executed in counterparts and or by facsimile, and or by electronic format, each of which shall be deemed an original, but all of which shall constitute one agreement.
- (k) The preamble and all schedules hereto form an integral part hereof.
- (l) The captions, section numbers and article numbers are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of intent of such sections or articles of this Agreement or in any way affect this Agreement.
- (m) Time shall be of the essence of this Agreement and of every part hereof.
- (n) The Licensee agrees at the request of the Licensor, to execute and deliver or cause to be executed and delivered all such further Agreements, documents, and instruments and to perform or caused to be done and performed all such and things as may be required in the opinion of the Licensor to give full effect to the intent of this Agreement.

In Witness thereof the parties hereto have caused this Agreement to be executed as of the date first written above.

Town of Gravenhurst:

Witness (Print) and Sign

Director of Infrastructure or Designate

Licensee ("Tenant"):

Witness (Print) and Sign

Name of Licensee ("Tenant") Sign

Signed at Gravenhurst, this _____ day of _____, 20____

For Office Use Only:

Dock _____ Slip _____ Term _____

Deposit of \$ _____ Received _____ Receipt Number _____

Balance \$ _____ Received _____ Receipt Number _____

Certificate of Insurance received date _____

(To be completed by Town of Gravenhurst Staff)

Schedule “A” Watercraft Slip Lease Fees

Annual Watercraft Slip Lease Dock A and D. One season lease term based on a 22-foot boatslip for the period of May 15th to October 31st - \$2050.00 plus HST.

Annual Boat Slip Lease Dock E. One season lease term based on a 22-foot boat slip for the period of June 1st to October 31st - \$2025.00 plus HST.

Annual Boat Slip Lease Surcharge for a large boat per foot per one-season lease term \$120.00 plus HST.

Deposit Fee is due upon signing the lease agreement 50% of total rental fee.

Daily Wharf slip rental \$30.00 plus HST.

Watercrafts on Dock A and Dock D will be required to vacate their slips for two Annual Events that occur in Muskoka Bay in July. The Antique & Classic Boat Show typically for two days and the In Water Boat and Cottage Show Ribfest typically for 3 days. A notice to vacate the slips will be issued as soon as the event dates are confirmed.

Schedule “B” Rules and Regulations for the Marina

- (a) The Licensee shall moor the Watercraft in the Slip in a manner that will not permit any portion of it to protrude over the main walkway of any pier.
- (b) All Licensees and visitors who enter the Marina Wharf Facility do so solely at their own risk and shall comply with all applicable federal, provincial laws and with the Town’s by-laws.
- (c) This License does not permit overnight occupancy by the Licensee or its family, passengers, crew, or guests. While the Watercraft is moored in the slip it shall remain unoccupied between the hours of 11:00 p.m. and 7:00 a.m.,
- (d) The Licensee shall remove the Watercraft from the Slip no later than October 31st being the end of Term, failing which the Licensor shall have the right to remove the Watercraft at the Licensee s sole cost and expense which may or may not be through the services of a third party.
- (e) The Licensee shall not store supplies, accessories, debris, or other materials on the dock and/or bulkhead areas. The Licensee shall not operate and/or store cooking appliances on any pier and/or bulkhead area. No unauthorized equipment is to be fastened to the piers.
- (f) No person within the Marina Wharf shall:
 - (i) Operate a Vessel in excess of 5 km/h The Licensee acknowledges that the Marina is a “No Wake Zone”.
 - (ii) Moor a Watercraft other than in accordance with the terms set out in the Watercraft Slip Agreement. No mooring line shall be strung across a mooring slip.
 - (iii) Swim, bathe, or fish.
 - (iv) Cause or permit an auxiliary watercraft, to be moored to a Watercraft that hinders the passage of other Watercrafts, hinders persons using the dock or protrudes into or over Navigable Water.
 - (v) Cause or permit a fender to be hung in such a way that fails to prevent damage to a neighbouring watercraft.
 - (vi) Cause or permit the security gates which separates the Wharf Marina from the Premises to be open except when a Licensee, or their agents, invitees, crew, family members, or guests are passing through the said gate.
- (g) Waste holding tanks (pump out), oil, fuel inflammable liquids, oily bilges or other liquids shall not be discharged within the Muskoka Wharf Facility. No refuse of any kind shall be thrown overboard, and all garbage must be deposited in the bins supplied.

- (h) Noise must be kept to a reasonable level at all times and in accordance with the Town of Gravenhurst Municipal By-Law Number 2005-29, as amended from time to time.
- (i) All pets on any dock or other property of the Muskoka Wharf Facility must be on a leash, and in accordance with the Licensor's by-laws, all excrement left by a pet must be removed by the Licensee forthwith.

Schedule “C” Vehicle Information

Owner Name: _____

Vehicle Description: _____

License Plate Number: _____

Insurance Policy Number: _____

Contact Phone Number: _____

NOTE: This license includes to park one motor vehicle only within the Muskoka Wharf public parking area, subject to availability.