

THE CORPORATION OF THE TOWN OF DEEP RIVER

P.O. BOX 400 • 100 DEEP RIVER ROAD • DEEP RIVER, ONTARIO K0J 1P0

Telephone: (613) 584-2000 • www.deepriver.ca • Fax: (613) 584-3237



MARINA SLIP RENTAL APPLICATION FORM

Please complete and return this form with your payment on or before: May 1st, 2017.

Slip Renter Details

Name(s): _____ E-mail: _____

Address: _____ Phone: _____

Boat Details

The boat must be legally owned by at least one of the slip renters.

Make and model: _____ Boat length (ft): _____

Serial number: _____ Boat depth (ft): _____

Motor type: _____ Boat width (ft): _____

Underwater fin or keel (keel/centerboard up (ft): _____ Underwater fin or keel (keel/centerboard down (ft): _____

Attachments

Please attach the following items to this form if applicable.

- Boat insurance/form – valid for this year (Required every year)
- Slip agreement form (Required the first year you lease a slip)
- Federal Department of Transport Vessel Registration or Pleasure Craft Licence (Required the first year you lease a slip)
- Marina Rules and Regulations form and acknowledgment (Required every year)

Slip & Payment This section will be filled out by staff.

(14' slip) Annual Slip Rental Flat Fee	\$372.41
+ \$26.60 per foot of length over 14'	_____
+ Yearly Capital Contribution (\$40.00)	_____
+ Non Deep River Residence Fee (\$150.00)	_____
+ 13% HST	_____
Total seasonal rental fee	_____

Slip number: _____

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SLIP AGREEMENT

(Required first year or if you purchase a new boat)

The Deep River Municipal Marina is operated by the Corporation of the Town of Deep River. This Agreement is made between the Town of Deep River and the undersigned boat owner/operator for the boat identified below:

PLEASE PRINT

Boat Owner: _____ Home Phone: _____
Work Phone: _____ Email: _____
Address _____ Box No _____
Town/City _____ Postal Code _____
Boat Name _____ Registration No _____
Captain/Operator: _____ Phone _____
Power _____ Sail _____ Pontoon _____ Design Length* _____ Beam _____ Draft _____
Underwater fin or keel (keel/centerboard up) _____ Underwater fin or keel (keel/centerboard down) _____
Manufacturer _____ Model _____ Color _____
Serial Nos - Hull _____ Motor _____ O/B _____ I/B _____
Insurance Co. _____ Coverage \$ _____

* Include a copy of your Federal Department of Transport - Vessel Licence and proof of insurance

1. This Agreement is for the use of slip only and such slip area is to be used at the sole risk of the boat owner. The Town of Deep River shall not be liable for the care, protection, loss or damage of the boat or its gear, equipment and contents. The boat owner indemnifies and holds the Town harmless against any loss, claim or suit arising out of the use of his/her slip, boat, Marina and its associated structures and/or equipment.
2. This Agreement shall be in effect unless terminated as a result of the following:
 - (a) The destruction of the marina facilities by fire, storm or calamity.
 - (b) In the event that the boat captain/operator shall make a bona fide sale of the boat listed in this Agreement.
 - (c) By breach or default as provided in paragraph (3) below.
3. Owner agrees to comply with all Marina Rules and Regulations, and if such are breached or defaulted the Town has the right to terminate this Agreement immediately, and to take possession of the slip.
4. Waiver of any conditions by the Town shall not be deemed to be a continuing waiver.

Signature of boat captain/operator _____ Date _____

Signature of the Town of Deep River _____ Date _____

Slip Assigned: _____

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Insurance Form- (please use this form or submit a copy of your valid insurance certificate)

Name of Boat Owner	
Name of Insurance Provider	
Insurance Provider Contact Person	
Insurance Providers Address	
Policy Number	
Date of Insurance Issued	
Expirer Date	
Liability Coverage Value \$	
Agent Signature	
Date	

If your insurance expires throughout the season we ask that you re-submit your new insurance certificate as soon as possible as we are continuously updating your files.



Marina Rules & Regulations

Vessel Requirements

1.	The information provided to the Town of Deep River must be true and accurate. Length and width measurements must be indicated on the Application Form (length to include bowsprit, swim grid or other attachments such as motors, etc.), together with information on any special design or width which would affect the type of berth space assigned.
2.	All boats assigned berth in the Marina shall not exceed the length or width of the allotted berth space. Allotted berth space means, with respect to length: the length of the finger plus 10 feet on Slip (P) and the length of finger (NL) (SL) (NR) (SR) (ER) plus six (6) feet. With respect to width: half the distance between fingers less one foot unless approval has been given through management. Attachments to the boat may not extend onto the walkway in such a manner as to interfere with foot traffic.
3.	Tenants desiring a larger or smaller berth space are required to inform the Recreation Program Coordinator on or before April 1st. If reallocation is not possible your name will be added to the top of the waiting list.
4.	Berths are rented for personal use only. If the Owner sells or otherwise transfers ownership of the vessel identified in this contract the new Owner will not be assigned the right to the berth.
5.	Slips that are to be vacant for part or all of a season can be sublet through the Town. Slip holders are not permitted to sublet their slip privately. 50% of the sublet fee will be refunded to the slip holder. Slips that are sublet or left vacant for two consecutive seasons will be revoked.
6.	Renters must inform the Marina Operator of a 24 hour plus absence from the Marina. Slips are rented and are not the boater's exclusive property. The marina reserves the right to sublet seasonal boat slips to transients when not in use.
7.	Renters who sell their boat must advise Town Hall in writing of the date of sale and may retain their vacant berth for the remainder of the season. Failure to register a new boat the following season will result in the loss of the berth space.
8.	Only boats assigned to the berth space are permitted to be moored therein, unless prior approval has been given by the Town.
9.	Rafting of boats is NOT permitted within the Marina under any circumstances.

Mooring

1.	Each renter is responsible for the safe mooring of their boat and shall furnish and maintain their own lines and chaffing gear. Chaffing gear shall be attached to the boat or tied to the floats; no other type of fastening is permitted. Care shall be taken not to foul any other berth or access with mooring lines.
2.	If a vessel is moored illegally, the Marina Operator is authorized to padlock the offending vessel.
3.	Fuelling of boats while moored in Marina is prohibited
4.	Following notification to the owner, the Town of Deep River reserves the right to relocate the berth slip of any vessel.

Water Traffic

1.	Operators of sailing vessels shall not maneuver under sail within the Marina, excepting sailing dinghies not equipped with motors.
2.	Within the Marina Basin boats must be operated at no more than the maximum speed of 5 knots for safe operation.
3.	The rules of the Road and Navigation Laws of Canada apply to all vessels in or approaching the harbour.



Cancellation and End of Season

1.	Renters wishing to cancel their slip during the Marina season must provide, in writing, thirty (30) days' notice. (If 30 days' notice is not provided, the renter will be charged for the full season.) If the slip is cancelled by the renter with 30 days of written notice, fees may be refunded (prorated for the balance of the unused time remaining) less a \$50.00 administration fee
2.	All boats must be removed from the Marina on or before October 31 st of each year. The Operator has the right to remove any boat at the Owner's risk and expense after this date.

Renter Responsibilities

1.	The vessel must be adequately insured while the vessel is in the Marina; to protect it completely against loss to it, its equipment and contents, caused by storm, fire, theft, vandalism or any other cause whatsoever. By the Friday of the May long weekend, of each year, proof of adequate vessel insurance coverage (a copy of the insurance policy detail page clearly indicating the requirement for liability insurance) must be provided to Town Hall and maintained throughout the year. Renters who do not provide this document by the specified day, will be required to remove their boat from the Marina. The Town reserves the right to refuse any boat that is not properly insured.
2.	The renter will be solely responsible for themselves and their guests in the Marina and will use it at their sole risk. The renter will obey and cause their guests to obey all rules and regulations regarding the Marina and its use established by lawful authority.
3.	Any abuse of alcohol, fighting, offensive language, use of illegal drugs or acts of rude conduct toward any other boater, guest or marina staff will not be tolerated. Renters acknowledge that, with this rental agreement, such behavior is grounds for the Town of Deep River, at their sole discretion, to terminate docking privileges without any refund.
4.	The renter is solely responsible for any loss or damage to the vessel, its equipment and contents; and for any loss or damage caused by it, themselves, or their guests to persons and/or property while in the Marina. The renter will indemnify the Town of Deep River and save it harmless from such losses or damages whatsoever. The renter will make no claim and take no action against the Town of Deep River and will have no enforceable claim against it for loss or damage to persons and/or property arising in the Marina for any causes whatsoever.
5.	In the event that the boat sinks at the docks or elsewhere in the Deep River Municipal Marina area, the Owner agrees to remove such boat within 24 (twenty four) hours. If the Owner fails to do so, the Deep River Municipal Marina may remove the boat at the Owner's expense and risk and the cost thereof shall be a debt due from the Owner to the Deep River Municipal Marina under this agreement.
6.	A tenant shall be liable for any loss, damage, or destruction caused to Municipal property either by their vessel or their own action, and all costs shall be payable to the Town of Deep River within thirty (30) days.

General

1.	All persons using the Marina facilities do so at their own risk.
2.	The Town of Deep River shall not be responsible for any damage or injury sustained to any boat or person.
3.	Parking for tenants is provided in the upper parking lots. Overnight parking of vehicles or trailers is prohibited.
4.	No swimming, diving, water skiing or fishing will be permitted within the Marina basin.
5.	Renters wishing to take dogs to and from their boat may do so provided that the dog is on a leash.

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6.	Storage of flammable liquids, oily rags, etc., on floats or Municipal property is prohibited, and any costs associated with the cleanup will be charged to the boat owner responsible. Owners shall not store supplies, materials, accessories, articles or debris upon Marina property and shall not construct there on any lockers, chests, cabinets or modify docks in any way.
7.	No litter shall be thrown overboard. For the convenience of boaters, garbage and recycling containers are located next to the Marina building and the docking entry. No refuse shall be thrown overboard. Garbage and recycling shall be deposited in receptacles supplied for this purpose and other debris shall be placed where specified. Note: engine oil and filters to be disposed of at the fuel dispensing station.
8.	On site repairs shall be conducted only after notifying the Marina Operator and obtaining a prior consent, which consent may be withheld at the discretion of the Deep River Municipal Marina or its manager for the proper conduct of such maintenance or repair work including the proper location at which such work may be carried out.
9.	Walkways and fingers must be kept free of tenders, dinghies, materials, debris, carpeting and equipment at all times.
10.	All sailboat halyards are to be tied down.
11.	Boats shall be secured to the assigned berth or moorings with fully adequate lines as appropriate. When required, the Operator may ask Owners to renew chafed, frayed or damaged lines. Owners shall immediately remove or replace any mooring lines considered by the Operator to be inadequate or unsafe.
12.	Boats are required to enter and leave the service areas, berths; mooring under engine power or paddle. Arrival and departure under sail within the Marina as designated is prohibited. Boats with motors must be under control while manoeuvring in the basin.
13.	Owners are strongly urged to make the wearing of life jackets or personal flotation devices mandatory for small children and non-swimmers in and around boats, berths and moorings
14.	Small children must be under the supervision of an adult or competent youth at all times.
15.	All vessels should be clearly marked with name and/or licence number.
16.	All boat owners are required to comply with the provisions of the current Fire Regulations and the Boating Safety Guide published by the Ministry of Transport.
17.	Vessels entering the Marina during an emergency shall report immediately to operator.

Enforcement

1.	The Town of Deep River reserves the right to cancel the assigned moorage of any renter who is in violation of the current rules and regulations.
2.	Upon ten (10) days written notice, the renter will be required to immediately remove their vessel from the Deep River Municipal Marina premises. Failure to do so will result in removal by the Municipality at the expense of the owner.

Each slip holder should sign below to acknowledge that you understand these rules and regulations.

I, _____ hereby indemnify the Town of Deep River and save it harmless from losses or damages whatsoever. I will make no claim and take no action against the Town of Deep River and will have no enforceable claim against it for loss or damage to persons and/or property arising in the Marina for any causes whatsoever; unless such loss or damage was directly caused by a deliberate wrongful act by the Town of Deep River.

Signature: _____

Date: _____

Signature: _____

Date: _____