



MISSISSAUGA

CITY OF MISSISSAUGA CONDITIONS FOR THE ACCEPTANCE OF APPLICATIONS FOR SEASONAL AND/OR TRANSIENT SLIP RENTAL IN LAKEFRONT PROMENADE PUBLIC MARINA, CREDIT VILLAGE MARINA AND MARINA PARK

All of the following conditions must be met by an applicant wishing to rent a seasonal and/or transient boat slip at Lakefront Promenade Public Marina, Credit Village Marina or Marina Park.

1. Must read and abide by all Rules and Regulations.
2. Must fill in the Application for Slip Rental form in full. Application and final approved permit must be in Registered Owner's name.
3. Must make a \$500.00 deposit to secure a slip by 11:59pm on January 15th. Remaining balance to be paid on or before March 15th by 11:59pm. Once payment is received in full, your permit is secured for the season. If full payment is not received, Marina staff reserve the right to cancel your request and rent the slip to another Registered Owner.
4. Must provide a current copy of your vessel registration.
5. Must provide a current copy of your vessel insurance, completed by an authorized insurance representative evidencing General Liability insurance in the amount of at least \$2,000,000.00 per occurrence and must include the City of Mississauga as an additional insured. A 15-day prior written notice of insurance cancellation is required. *Please provide these insurance requirements to your Insurance Representative who will prepare the Certificate of Insurance.*
6. All late payments will result in a 10% additional charge on the total amount of the owing fee and incur an additional 5% on the total owing after every 30 days.
7. All Registered Owners agree to have their boats removed at the date specified by Marina staff or by October 31st at the latest. Marina staff reserve the right to remove the boat after this date at the owner's expense.
8. All Marina fees are approved by the City of Mississauga Fees and Charges By-law. Failure to abide by Parks By-law, Marina By-law, or Marina Rules and Regulations may result in cancellation of slip permit or applicable By-law fee.
9. For Credit Village Marina, the Registered Owner must purchase a minimum of two (2) parking spaces from Port Credit Harbour Marina.
10. Marina staff reserve the right to request references from the Registered Owner's current marina.

CITY OF MISSISSAUGA PUBLIC MARINAS RULES AND REGULATIONS

Registered Owners must abide by all of the following Rules and Regulations or risk having their slip permit cancelled. The Registered Owner and guests acknowledge and agree to hold harmless and indemnify the City of Mississauga and its councillors, officers, employees, agents and contractors, from and against, any loss of, or damage to, property, personal injury or death, or any other losses, actions, claims, causes of action, damages, both direct or indirect, and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Registered Owner, its employees, servants, agents, or any of the Registered Owner’s permitted invitees, guests or participants, during or otherwise in relation to or in connection with the Registered Owner’s use of the Marina and all activities relating to such use, including that which has been caused or contributed to by any negligence or breach of the Occupiers Liability Act, the condition or state of repair of the Marina and the breach of any of the Conditions and Rules and Regulations of the Marina by the Registered Owner and including, without limiting the foregoing, any negligent act or omission of the Registered Owner, its or their employees, volunteers, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

Parks By-law 0186-2020 and Marina By-law 0187-2005 are available at www.mississauga.ca/portal/cityhall/bylaws

1.0 Provision of Slip

1.1 Summer docking will be available from May 1st to October 31st or dates as specified by Marina staff. Fees will apply for early arrival or late departure as per Marina Fee Schedule. Boats remaining after October 31st will be charged a late stay fee which is due prior to year-end. Registered Owners remaining past November 5th will NOT be offered a slip the following season.

1.2 Docking is as follows:

Lakefront Promenade Public Marina		
<i>Dock / Slip #</i>	<i>Min. Footage</i>	<i>Service</i>
Dock A	30 – 34 feet	30 amp
Dock B	35 – 45 feet	30 amp
Dock C / Slips 1-26	20 – 23 feet	30 amp 15 amp breaker
Dock C / Slips 27-53	25 – 28 feet	30 amp

Credit Village Marina		
<i>Slip #</i>	<i>Min. Footage</i>	<i>Service</i>
13-18	25 feet	30 amp
19-28, 50, 52, 54, 55	30 feet	30 amp
1-10, 32, 34, 36, 38, 40, 42, 44, 47, 49, 51, 53	35 feet	30 amp
31, 33, 35, 37, 39, 41, 43, 45	40 feet	30 amp
11, 12, 29, 30	40 – 50 feet	2 x 30 amp
46, 48	40 – 50 feet	30 amp

1.3 The Registered Owner acknowledges that the filling of a slip will be selected in relationship to the maximum size of boat the slip will accommodate. Marina staff will request Registered Owners to move to a proper sized slip when one becomes available.

- 1.4 Marina staff have final say on all slip allocations and may utilize slips at its discretion.
- 1.5 Requests for a seasonal slip will be kept on file and organized by a wait list by the slip size and the date in which the request was received. When a slip becomes available, the Registered Owner will be contacted by Marina staff to submit an application. The registered owner will have a period of two (2) weeks to submit and confirm their slip. If Marina staff do not hear from the Registered Owner within the time frame noted, their request will be removed from the waitlist.
- 1.6 Only the assigned slip may be used by the Registered Owner.
- 1.7 Newly purchased boats or vessel transfers must be approved for docking by Marina staff. Acquisition of a different boat or vessel does not guarantee a slip in the marina.
- 1.8 Any requests for transfer to another slip must be forwarded to Marina staff in writing. Requests are not guaranteed and slip allocations are at the discretion of Marina staff.
- 1.9 It is the Registered Owner's responsibility to notify Marina staff when the slip will not be in use.
- 1.10 The Registered Owner must inform Marina staff when they will be arriving 24hrs prior to arrival.
- 1.11 It is the Registered Owner's responsibility to notify Marina staff of any changes to their personal information, boat ownership and insurance
- 1.12 By signing the Contract for Slip Rental, the Registered Owner acknowledges that they are satisfied with facilities, docking, and parking and also acknowledging the parking lots may be closed for City use at the City's discretion. The Registered Owner will provide any necessary protection for their vehicle and boat, recognizing that the water levels and harbour conditions in Lake Ontario varies from time to time.
- 1.13 Marina staff reserve the right to cancel a permit at any time and does not guarantee slip privileges from year to year. Failure to remove the boat within three days of notification will render the owner liable for all removal, storage charges, By-law infractions and legal prosecution. Notice shall be served by registered mail to the last known address of the Registered Owner. Where boats are not registered with the Marina, notice shall be securely posted on their boat at least twenty-four (24) hours prior to removal. Peel Regional Police will enforce these regulations. Marina staff reserve the right to request a slip to become vacant for any reason it may see fit.
- 1.14 Marina staff may request that a Registered Owner takes boat handling lessons in order to safely dock their boat. If lessons are not taken, or an improvement is not seen in the Registered Owner's ability to adequately dock their boat, Marina staff may, at its discretion, cancel the permit for the following boating season.
- 1.15 Registered Owners in their first full year are subject to a probation period. If any issues arise in the second year, an additional probationary period may be implemented.

- 1.16 Any Registered Owner, or associate, offering a bribe to City staff will be removed from the wait list or have their permit cancelled. Boaters would need to wait a full marina season (May to October) before reapplying.
- 1.17 Cancellation of a permit due to infractions of the Rules and Regulations or any City By-laws will be valid for the remainder of the season and additional years based on severity of the infraction. A lifetime ban may be issued depending on the severity of the infraction

2.0 Payments

- 2.1 If approved, Registered Owners must make a \$500.00 deposit to secure a slip by 11:59pm on January 15th. If required paperwork and payment is not received by 11:59pm on January 15th, Marina staff may fill the slip at its discretion. Remaining balance must be paid on or before March 15th by 11:59pm.
- 2.2 All late payments will result in a 10% additional charge on the total amount of the owing fee and incur an additional 5% on the total owing after every 30 days.
- 2.3 Registered Owners shall pay all fees identified on the Application for Summer Slip Rental form in accordance with the timelines set out. All fees are to be fully paid prior to vessels entering the Marina.
- 2.4 The Registered Owner authorizes the City of Mississauga to make recurring charges to the issued credit card, and if necessary, to initiate adjustments for any transactions credited or debited in error.
- 2.5 All requests for refunds and transferring of vessels must be made in writing and submitted to Marina staff.

3.0 Boat Use and Operation at Marina

3.1 Electrical Service

- a) A 15, 20, or 30 amp hydro service will be provided to each boat. A non-serviced fee will be available for boats on slips where no hydro is provided.
- b) All adapters and electrical cords must be CSA approved, rated for water and meet marina standards. Incorrect adapters and cords will be removed immediately due to ESA Compliance by Marina staff and the Registered Owner will be notified.
- c) Pedestals and electrical breakers cannot exceed electrical cord rating. i.e. Adapters reducing 30 amp service to 15 amp service will not be permitted.
- d) Electrical cords must not interfere with other permit holders and must be neatly organized.
- e) The power pedestal must remain clear of all hoses and cords. Hoses and cords should be hung on the hanger provided or on the boat itself.

3.2 Environmental

- a) The Marina is audited for environmental practices through the Clean Marine Program, Boating Ontario Association and Ontario Marine Operators Association. It is imperative all Registered Owners respect utility use, recycle, and dispose of solvents in a proper manner.
- b) Registered Owners and Contractors are responsible for transferring oils, anti-freeze, paints and all toxic products to a recycling transfer centre. The Marina is not responsible for the disposal of these products and Registered Owners not in compliance may have their permit cancelled.
- c) No person shall discharge oil, inflammable liquids, or other liquids in the marina area. Applicable fines will be charged.
- d) No boat shall refuel at any slip. Fueling must be done at the fuel dock and only when Marina staff is on duty. Applicable fines will be charged.

3.3 Boat Repairs/Contractors

- a) Direct permission from Marina staff is required before any work may be conducted on Marina property by any Registered Owner/Contractor/person conducting such work.
- b) The Registered Owner or Contractor performing work must provide proof of insurance to Marina staff prior to any work commencing at a value of \$2,000,000.00 liability coverage
- c) Registered Owners and Contractors are responsible for the removal of all materials and must abide by all Clean Marine guidelines.
- d) Contractors will not be allowed to purchase security cards and must check in at the Marina Office before going onto the docks.
- e) Major boat repairs will not be permitted at the Marina.

3.4 Misconduct or damages caused by neglect of the Registered Owner may result in the cancellation of their permit; this includes engaging in any activities that are unsafe to fellow boaters, the public or staff.

3.5 Marina staff must be made aware of any damage to the docks or any other concerns about the condition of the facility. The Registered Owner is responsible for all damage to the docking system caused by neglect or damage caused by the vessel. The Registered owner will be responsible to pay prior to their contract renewals.

3.6 In the event a boat sinks, begins to sink, or is taking on water at the Marina, the boat owner will immediately contact Marina staff and must remove the boat forthwith after consulting with Marina staff. If the owner fails to do so, the Marina will remove the boat at the Registered Owner's expense.

- 3.7 Registered Owners are responsible for keeping the boat in safe working order and must comply with all safety regulations.
- 3.8 Vessels leaving for longer than 24 hours must notify Marina staff. The Marina reserves the right to rent all docking spaces when vacant. Registered Owners must notify the Marina 24 hours prior to returning to the Marina.
- 3.9 The Registered Owner agrees not to have any part of the bow or stern overhanging the dock. There must be a clear unobstructed dock system which provides a safe environment for its users. Dock chairs and tables will not be permitted on the main dock and will only be allowed on the fingers providing both slip users agree to such use.
- 3.10 Sailboat owners and skippers may be requested to tie off halyards and lines.
- 3.11 Air conditioners are to remain off when not on board.
- 3.12 The Registered Owner and guests agree to obey all signs at the Marina. All boats must enter and depart the harbour under engine power. The speed limit in the harbour is 10 km/hr maximum.
- 3.13 The Marina recommends bow in berthing.
- 3.14 Tarpaulins or other covers are the responsibility of the Registered Owner, and the owner is responsible for any damage caused by the cover.
- 3.15 Tenders and Personal Water Crafts (PWCs) will be permitted providing no interference with fellow boaters. The Marina requires tenders/PWCs to be tied under the bow, stern in docking. Proof of insurance is required for all tenders/PWCs in the marina.
- 3.16 The Marina recommends the use of "snubbers" to minimize dock lines stretching/breaking.

4.0 Additional Rules

- 4.1 Registered Owners must not make any alterations to the docking system.
- 4.2 Marina staff will not allow anything but professional conduct from any of the Registered Owners, operators, guests and any abuse to other individuals, threats, fights, illegal drug use, destruction of property or misuse of one's privileges will result in automatic cancellation of the Registered Owners permit for the remainder of the season.
- 4.3 Boats and contents are docked at the Registered Owner's risk. Vehicles and contents left in the parking area are also left at the owner's risk. Lakefront Promenade Public Marina does not guarantee parking. The Marina will not be responsible for any damage or loss. Vehicles will not be permitted to park in the fire routes. Trailer parking and use of multiple parking spots will not be permitted and will be enforced by Parking Control, City of Mississauga By-law and Peel Regional Police. Should vehicles or trailers be left without permission, tag or tow will be enforced.
- 4.4 Swimming is prohibited in the confines of the Marina.
- 4.5 Fishing is prohibited in the confines of the Marina.

- 4.6 Pets must be kept on a leash and in the immediate care of their owner while in the Marina and surrounding parkland. Pets are not allowed in the washroom area and the owner is responsible for the collection of their droppings.
- 4.7 Use of wind surfers in the Marina is prohibited.
- 4.8 Children must be under the supervision of an adult at all times.
- 4.9 The Marina recommends personal P.F.D and shoes for all on the docks and boats. A P.F.D. is mandatory for children under 12 and non-swimmers.
- 4.10 Drinking alcoholic beverages is not permitted on the docks or Marina property, excluding the licensed patio area with beverages purchased from the Concession Stand.
- 4.11 Smoking or vaping, regardless of whether or not a notice is posted, that smoking or vaping is prohibited, in a park (including the marina and docks) and in compliance with the Region of Peel's *Peel Outdoor No Smoking or Vaping By-Law 49-2019* and City of Mississauga *Parks By-law 0197-2020*, as amended.
- 4.12 All personal property of the Registered Owner is to be left on their boat and not on the docks or Marina grounds.
- 4.13 Barbeques are not permitted on the dock system.
- 4.14 Laundry shall not be hung out on vessels, docks or piers at the Marina.
- 4.15 Security access cards must be purchased and are not transferable. Lost/broken cards etc. are not the responsibility of the Marina. Access will be cancelled once Registered Owners no longer occupy a slip at the marina. Contractors will not be issued cards unless working for the Marina.
- 4.16 No advertising or soliciting will be permitted in the Marina unless authorized by Marina staff. Commercial operations, charter service, boat rentals will not be permitted from the Marina regardless of pick up and drop off location. In the sole opinion of Marina staff, any vessel deemed to be a commercial/charter/rental will be asked to leave the Marina and their permit will be null and void. Failure to remove the vessel as per Marina staff instructions will result in By-law and Peel Regional Police enforcement. Commercial film shoots must be approved by the City of Mississauga. Permits and application must be submitted along with payment to the City of Mississauga's Filming Department, providing request is granted.
- 4.17 The Registered Owner is responsible for ensuring their guests adhere to the Marina Rules and Regulations. Non-compliance will result in the cancellation of the permit.
- 4.18 The Registered Owner and guests agree to adhere to quiet hours of 11:00 p.m. to 7:00 a.m, and 11:00 p.m. to 9:00 a.m. on Sundays, as per the Noise Control By-Law 0360-1979, so as not to disturb fellow boaters.
- 4.19 Marina staff may request boaters to clean their boats if deemed necessary.

5.0 Refunds/ Transferring of Vessel

- 5.12 All requests for refunds and transferring of vessels must be made in writing and submitted to Marina staff.
- 5.13 Refunds will be granted prior to June 1st and subject to an administration fee and prorated to the last day of the month.
- 5.14 Refunds requested after June 1st, will not be granted.
- 5.15 If the boat is sold and new owners elect to stay at the Marina, access or Marina use will not be permitted until all required documents of application, insurance, and payment are submitted in full to the Marina.
- 5.16 If the vessel is sold on or past June 1st no refund will be given, and the slip will be used at the discretion of the Marina.
- 5.17 If a request for transfer has occurred, the new Registered Owner must pay from the start of the month until the end of the season. The new Registered Owner must provide completed Application for Seasonal Slip Rental form, meet all insurance requirements, and provide vessel ownership.
- 5.18 If boat is sold during summer season, new Registered Owner is not guaranteed a slip for the following season and Marina staff may fill the slip with another boater on the waitlist.
- 5.19 If the boat is sold prior to January 15th the applicant will have lost the slip and waitlist will apply. If the boat is sold after the Marina reservation date of January 15th and before May 1st an administrative fee will apply.
- 5.20 If a permit is terminated due to any violation of the Marina Rules and Regulations, the Marina will not provide a refund.
- 5.21 Security Cards are non-transferable and will be cancelled once marina has been notified of the sale and transfer. New Cards will not be issued to new slip leaser until all required documents are received.

6.0 Credit Village Marina Transient Docking (also subject to Seasonal Marina Rules above)

- 6.1 Damage to property and personal injury will not be the responsibility of the City of Mississauga or Credit Village Marina. Boats and their contents will be docked at Registered Owner's risk.
- 6.2 Registered Owner's requesting a slip without a signed reservation form and credit card information will not be guaranteed a slip.
- 6.3 All Registered Owners are responsible for appropriately securing their vessels to the dock in a safe manner. All Registered Owners must use appropriately sized and conditioned mooring lines and mooring line shock absorbers when tying to the dock.
- 6.4 Vehicle parking is not included with transient permit. Parking is the responsibility of the Registered Owner.

- 6.5 The Registered Owner represents and warrants that their boat is insured by complete marina insurance and that they will furnish the City of Mississauga with proof of insurance upon request. Each Registered Owner will be held responsible for damage that they or guests, passengers, or crew may cause to other boats in the Marina or to the structures and facilities thereof.
- 6.6 Trailer storage is not available. Any trailers left on site will be removed solely at the owners' expense.
- 6.7 Cancellations must be made up to 24 hours prior to arrival (12:00 p.m. check in). One night's docking will be charged to boaters after this time.
- 6.8 Boaters not registering by 8:00 p.m. on the reservation date will not be guaranteed slip reservations for the remainder of the reservation request.
- 6.9 Slips may not be transferred or sublet to another Registered Owner. The Registered Owner must make any cancellation requests, and the vessel submitted on the reservation form will be the only vessel honoured.
- 6.10 Boat upgrades may result in loss of slip assignment if they no longer meet the requirements of the assigned slip.
- 6.11 A minimum of two nights docking will be implemented for certain event weekends (such as Paint the Town Red, Southside Shuffle, etc.)
- 4.11 All reservations are requests only. Slips will be allocated by boat size, beam and draft. The Marina has final say on slip allocation and may relocate any vessel as required. The Marina reserves the right to cancel slip assignments at any time.
- 6.12 Rafting will not be permitted with Marina approval and will incur the overnight fee.
- 6.13 Any overstay will be automatically billed to the credit card.

7.0 Exemptions

- 7.1 Exemptions to the Marina Rules and Regulations will not customarily be granted, however depending on special circumstances of the individual case, exemptions may be granted in writing by Marina staff. Marina staff have the authority to manage the Marina and its assets at their discretion, with the guidance from the Director, Parks Forestry and Environment, or their designate.