

THE MARINA AT ONTARIO PLACE RULES AND REGULATIONS

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RULES AND REGULATIONS

1.0 APPLICATION AND AMENDMENT

1.1 Application.

These rules and regulations (the “**Rules**”) apply to all persons using the facilities and services of, or accessing a boat docked at or operated from OPC Areas including the Marina at Ontario Place. At the discretion of the OPC: (i) Boaters who fail to abide by the Rules will have their Agreement terminated; and (ii) Guests will be asked to leave the OPC Areas and may be subsequently prevented from re-entry.

1.2 Amendment.

OPC reserves the right to amend the Rules at any time. OPC will give a Boater 30 days’ notice of any new or amended Rules before the amendment will be enforced.

2.0 DEFINITIONS

2.1 In these Rules, the following terms shall have the following meanings:

“**Agreement**” means the Mooring Agreement executed by a Boater, which incorporates these Rules by way of reference;

“**Boat**” means the boat that is subject to the Agreement together with any and all personal property of every nature, kind and description located in or upon the Boat or located in the proximity of the Boat and owned by or in lawful possession of the Boater or any Guest;

“**Boater**” means the person who entered into the Agreement;

“**Guest**” means any person who the Boater has for any reason permitted, directly or indirectly, to board the Boat or to be in the vicinity of the Boat;

“**OPC Areas**” means all the lands, facilities and waters used, provided by or under the jurisdiction of OPC, and includes the Marina;

“**Marina**” means the South Marina Area, the North Marina Area and the related grounds, buildings, facilities, harbours as well as the approach channels designated, marked and buoyed by OPC;

“**Mooring Term**” means the period from and including the Mooring Start Date identified in the Agreement to and including the earlier of the Mooring End Date identified in the Agreement or the date on which the Agreement is terminated in accordance with its terms;

“**North Marina Area**” includes the mooring facilities located east of bridge 6 and under bridge 10;

“**South Marina Area**” includes the mooring facilities located on the north and south sides of bridge 5;

“**Slip**” means the slip that is assigned to the Boater under the Agreement.

3.0 MOORING

3.1 The Application Process.

The Mooring Agreement is available from the Marina’s office or can be found on line at: <http://www.ontarioplace.com/marina>. Please complete Parts A and B and submit to OPC. If the application is accepted by the OPC, the OPC will execute the Mooring Agreement and it will take effect when (i) payment is made; (ii) the information identified by Part D is provided to OPC; and (iii) the Boater acknowledges receipt of a copy of the Rules.

3.2 Payment.

A minimum 50% deposit must accompany all applications. Payment can be made by credit card or by cheques made payable to “Ontario Place Corporation”. If the application is accepted, the balance is due on or before the date set out in Part C.

3.3 Slip Assignment.

- (a) Slips are assigned at the discretion of the OPC. Slip rates and assignments are determined by the overall length of the vessel (including outboard motors, swim platforms, bow railings, anchors etc.). In the event that a vessel is shorter than the length of the slip (e.g. 27’ vessels in a 30’ slip), the slip length will be charged at the dockage rate.
- (b) Slips assigned during one season are not necessarily available for the subsequent season. To request a specific slip for an upcoming season your application must be accompanied by a deposit equal to 50% of total fees and received by April 1. The balance due must be paid in full by May 1. Applications that are not received by April 1 nor paid in full by May 1 will, if accepted, be assigned a slip at the discretion of OPC. Otherwise requests for specific slips will be fulfilled on a first come first served basis.
- (c) A request to change slips must be made to OPC and is subject to the OPC’s written approval. Additional fees may apply.
- (d) OPC may require Boats to be moved to an alternative slip at the discretion of Ontario Place. Please see 3.4(d) below.

3.4 Use of Mooring Slip.

- (a) *General.* The Boater shall use the Slip only for the Boat. The Boater shall not dock another boat at the Slip, use another slip for the Boat or dock the Boat at another location at Ontario Place without the OPC’s prior written consent. The granting of permission to do any of the foregoing, including the replacement of the Boat in the slip with a new boat, is within OPC’s sole discretion. The Boater may be required to complete additional applications and provide further information. Additional fees may apply.
- (b) *Alterations.* The Boater shall obtain OPC’s written approval before making any alterations to the Slip, including, but not limited to available voltage/ampereage. The Boater shall assume all costs of such alterations and shall return the Slip to its original condition on or before the last day of the Mooring Term.
- (c) *Unoccupied Slips.*
 - (i) The Boater shall notify the OPC in advance, anytime the Slip will be unoccupied for more than 24 hours.
 - (ii) The Boater agrees that the OPC may rent the Slip to another boater while it is

- unoccupied.
- (iii) Slips cannot be sold or sub-let. If a Boater intends to sell the Boat and will no longer have need of the Slip, the Boater must notify OPC in advance of the sale and must advise the purchaser that Slip cannot be transferred. The Boater's Agreement will terminate on the sale date. Unless the OPC and the purchaser have entered into a separate Agreement effective on the sale date that assigns the Slip to the purchaser, the Boat must be removed from the Slip on the sale date.
- (d) *Relocation from Assigned Slip.*
 - (i) OPC may require the Boat to be moved to a different Slip with five (5) days prior written notice.
 - (ii) If the Boat is not removed within the time specified in the notice, OPC shall have the right to move the Boat without further notice, whether or not the Boater has read the notice (e.g. Boater is away from Boat). If OPC is required to move the Boat, it shall take all reasonable care in doing so. Unless negligent, OPC shall not be responsible for any damage or mechanical failure to the Boat that may occur during the moving of the Boat.
 - (iii) Should the Boat be required to be removed from the Marina entirely, OPC shall refund the Boater on a pro-rata basis for the number of days away from the Marina. Any associated storage or removal costs will be at the expense of the Boater.
 - (e) *Vacating the Slip.*
Boats must be removed from the Slip and the OPC Area on or before the last day of the Mooring Term. Boats left beyond this date will be promptly removed and stored by a third party at the Boater's expense.

4.0 MAINTENANCE OF BOATS, MOORINGS AND DOCKS

4.1 Maintenance and Security of Boats.

- (a) Boats must be kept in good cosmetic condition, clean and free of bird droppings and spider webs. Tarps are not permitted. Boat decks must be neat and free of garbage and debris. Laundry may not be hung from Boats, docks, piers or other structures in the OPC Areas.
- (b) The Boater must ensure that mooring lines are in good condition and used in sufficient quantity to secure the Boat under all conditions. The OPC is not responsible for the inspection of mooring lines on Boats moored at the OPC Areas. The OPC is not liable for any damage caused in the event of a mooring line breaking or failing.
- (c) Boats must be kept in good mechanical repair. They must be able to enter and exit the waters in OPC Areas under their own power at all times.
- (d) Boats shall be subject to periodic safety inspection by the OPC. OPC may board the Boats at any reasonable hour for this purpose and at any time in the event of any emergency which may exist, in the sole opinion of the OPC.
- (e) No trailers are permitted on Ontario Place grounds or parking lots at any time. Trailers left anywhere on Ontario Place grounds or parking lots will be removed and stored, solely at the owner's expense, at an off-site independent vehicle impound/storage facility. No notice will be provided in advance of the trailer being removed. Storage and removal costs will be determined by the impound facility.
- (f) OPC does not supervise or provide security for the Boat nor does it supervise, regulate or control or attempt to supervise, regulate or control the movement of any person or persons or the movement, management or control of any boat or boats in the OPC Areas whether in proximity to the Boat or not and regardless of whether any such person has entered into an agreement with the OPC.
- (g) The Boater will maintain insurance on the Boat that provides complete marine coverage for the Boat including Protection & Indemnity, to an inclusion limit of not less than \$2,000,000 per occurrence. The insurance policy policies must name

OPC as an additional insured. The Boater shall furnish proof of coverage to the OPC prior to using the Slip and thereafter upon request.

4.2 Dock Areas.

- (a) Personal items (such as furniture, dock boxes and barbeques) may not be left at the dock areas (i.e. the docks and surrounding on-shore areas) without prior written approval from the OPC. If the items are left on the dock without prior written approval from the OPC, the OPC will remove the items and notify the Boater, at which time the Boater will have seven (7) days to pick up the items or the OPC will dispose of the items at the Boater's cost.
- (b) Supplies, accessories, debris or other materials shall not be stored in the OPC Areas and the Boater shall not construct any lockers, chests or other structures.
- (c) The Boat's toilets and holding tanks shall not be flushed in the OPC Areas. All toilet and holding tank waste must be disposed of in accordance with proper Marina procedures, which requires disposal at a pumping station either in the Marina or elsewhere.
- (d) No oil, inflammable liquids, oily bilges or other liquids shall be discharged in the OPC Areas.
- (e) Noise shall be kept to a minimum at all times. The Boater shall exercise good judgment in the operation of generators, engines, radios, etc. so as not to cause a nuisance to others.

4.3 Work on the Boat.

- (a) The Boater shall not retain any person to undertake any work on the Boat (a "worker") in the OPC Areas without the OPC's prior written approval of the proposed days of work. If workers attend on days not approved by the OPC, the OPC reserves the right to refuse admission or otherwise eject the workers from the OPC.
- (b) All workers must be insured. Upon arrival, the worker must report to the marina office prior to starting work. All work must be done between 9am-4pm Monday-Friday excluding holidays. Painting, scraping, sanding or gear repair may not be done in the OPC Areas at any time. OPC reserves the right to halt any mechanical work deemed to be a disturbance to others. Chemicals such as gasoline, diesel, paint, oil, and lubricants must be disposed of offsite.
- (c) The extent of repairs and/or maintenance to be made to Boats in the OPC Areas shall be in the sole discretion of the OPC.

4.4 Emergencies.

- (a) In the event of mechanical failure or other malfunction which, in the opinion of the OPC, constitutes an emergency or other threat to the safety of the Boat or other boats in the OPC Areas, OPC may, but is not obliged to, make all emergency repairs that the OPC in its absolute discretion, deems necessary under the circumstances. These repairs shall be made as economically as possible and the Boater shall be liable for the costs incurred by the OPC. OPC has no duty to effect repairs and shall attract no liability whether or not it chooses to effect repairs.
- (b) In the event that the Boat sinks at the slip or elsewhere in the OPC Areas, the Boater shall immediately remove the Boat. If the Boater fails to do so, OPC may remove the Boat at the Boater's expense. Upon removal of the Boat, OPC may immediately terminate the Agreement.

5.0 USE OF OPC AREAS AND FACILITIES

5.1 Recreational Use Only.

The Marina is for recreational use only. Business activity is not permitted within the OPC Areas. For greater clarity the following activities are expressly prohibited at or from the OPC Areas: time sharing, bed and breakfast, Airbnb, harbour tours, boat brokerage, party rentals, boatels, charters and schools.

5.2 No Advertising.

No advertising or soliciting shall be permitted in, on, or from the OPC Areas by the Boater without the prior written approval of the OPC, which, if granted, may be subject to conditions and fees. Subject to the foregoing, the use of identifiable images of Ontario Place in advertising or promotion is strictly forbidden.

5.3 Compliance.

The Boater shall comply with all applicable laws at all times. When the Boat is within OPC Areas, the Boater shall comply with the Rules and the Boat shall be under the jurisdiction of the OPC.

5.4 Power and Speed Limits.

Boats shall be under power or auxiliary power when entering or leaving the OPC Areas. No boat shall exceed the speed of 4 miles per hour/15 km per hour in the Marina, including approach channels.

5.5 No Swimming.

Swimming is not permitted in the OPC Areas, including from the sunken ship breakwater.

5.6 Garbage.

No refuse of any kind shall be discarded in the OPC Areas. Boaters and Guests shall deposit garbage in the bins supplied for that purpose.

5.7 Use of OPC Areas at Own Risk.

Boaters and Guests use the OPC Areas at their own risk.

6.0 GUESTS

6.1 Guests Generally.

Guests include friends, family, mechanics, cleaners, contractors, workers, crew and other service or repair personnel, partners, directors, officers, employees, agents and passengers.

6.2 Boater is Responsible for Guests.

Guests are the responsibility of the Boater at all times. The Boater is responsible for the actions of Guests and is responsible for ensuring that Guests do not contravene any provision of the Agreement or these Rules that are applicable to Guests.

6.3 Limitations.

The number of Guests permitted at any given time is limited to (length of the Boat) x (beam of the Boat) / 15. Guests under age 18 are not permitted except in the company of an adult. Children under 5 shall be accompanied by adults at all times and shall wear life jackets when near the water.

6.4 Guest Parking and Access.

Guests may park in the designated parking areas, subject to the availability of parking spaces.

6.5 Guest Access.

Guests entering the site by foot (or bike etc.) must do so via west security and access the Marina via bridge 10. The Boater must inform security of expected Guests. This can be done 24/7 by calling (416) 314-9977. OPC reserves the right, in its sole discretion, to restrict a Guest's access, either for a specified time period, or until the expiry or termination of the Agreement.

7.0 BEHAVIOUR AND CONDUCT

7.1 Conduct Generally.

Boaters and Guests must behave in a manner that is respectful and courteous to other boaters, guests, staff, and third parties within the OPC Areas.

7.2 Improper Conduct.

Improper conduct of Boaters and Guests will not be tolerated under any circumstances. Improper conduct includes, but is not limited to

- i) harassment;
- ii) conduct that may be considered threatening, including but not limited to yelling and

- use of profane language;
- iii) disorderly, indecorous or other inappropriate conduct that endangers safety, injures any person, causes damage to OPC property, harms the reputation of the Marina or has the potential to result in any of these activities; and
- iv) unlawful acts.

Disciplinary action will depend on the circumstances and may include verbal or written warnings, removal from OPC Areas, suspension of access, termination of an Agreement or criminal charges.

7.3 Alcohol.

Alcohol may only be consumed on Boats.

7.4 Prohibited Substances.

Substances prohibited by law are prohibited from the OPC Areas and Boats in the OPC Areas.

7.5 Noise.

Noise, including music, must be kept to a minimum at all times. Quiet hours are 11pm-7am (11pm-9am Sunday evenings to Mondays mornings and holidays during these times).

8.0 MARINA PARKING AND ACCESS FOR BOATERS

8.1 Property of OPC.

Parking permits and access cards issued by the OPC remain the property of the OPC. Boaters are responsible for the parking permits and access cards issued to them. Losses must be reported to OPC immediately. Lost parking permits or access cards will be replaced, at OPC's discretion, for a fee (\$100 for a replacement parking permit and \$20 for a replacement access card). Parking permits and access cards will not be issued until a Boater's account is paid in full.

8.2 Parking Permits.

- (a) Parking permits must be attached to a vehicle's rear view mirror in such a manner that the permit can be clearly read from outside of the vehicle while the vehicle is parked at the Marina.
- (b) A parking permit does not guarantee access to parking.
- (c) Vehicles with a parking permit: (i) may only access parking if the Boater is present or using the Boat; (ii) cannot remain in the parking lot for longer than seven (7) consecutive days; (iii) must be parked in designated parking spots; (iv) abide by all speed limits and access restrictions; and (v) must not be parked in whole or in part on the fire lane, next to ANY doors, ramps or stairs, on ground bearing hash marks, in locations marked with "No Parking" signs or on the sunken ship south marina break wall.

8.3 Designated Parking Areas.

Parking is only permitted in designated parking areas at the Marina. Designated parking areas may change from time to time to accommodate activities at the Marina.

8.4 Compliance.

Failure to comply with this section will result in the vehicle being tagged and/or towed at the Boater's expense.

8.5 Vehicle and its Contents.

The OPC is not responsible for any vehicles or their contents stolen or damaged while parked at the Marina.

9.0 PETS

9.1 Prior Approval Required.

Pets may not be brought into OPC Areas without the prior written permission of OPC. To request permission please submit a completed "Pet Approval Form" to the OPC, together with evidence that the pet is current with its vaccinations. A copy of the form is included as an appendix to these Rules.

9.2 Approved Pets.

- (a) Approved pets must be leashed, or secured within the cabin of the Boat, at all times. Pets must not be left unattended in vehicles, the Boat, other boats, on docks or any other part of the OPC Areas.
- (b) Approved pets are to be kept under control at all times. Pets may be walked in designated areas only. Boaters and Guests must clean up after their pets. A Boater is responsible for both its pets and the pets of its Guest's, including for any disruption (noise etc.), harm (biting, jumping etc.) or damage (scratching, chewing etc.) caused to any person or property by one of these pets.

10. TERMINATION

10.1 By OPC for breach or improper conduct.

Without fault or liability, OPC may terminate an Agreement:

- (i) on one (1) day's written notice to the Boater where, in the sole opinion of OPC, the Boater or a Guest breaches any term of the Agreement;
- (ii) immediately, upon giving notice to the Boater where, in the sole opinion of OPC the Boater or a Guest engage(s) in: (a) any illegal conduct; (b) any improper conduct or occurrence referred to under sections 4, 5, 7 or 8 of the Rules or section 4, 5, 6, and 8 of the Agreement.

10.2 Consequences of termination by OPC.

- (a) On termination under section 10.1, OPC may:
 - (i) evict and remove the Boat, the Boater and any Guest from the OPC Area at the Boater's expense; and
 - (ii) repossess the Slip and rent it out to any other person.
- (b) An evicted Boater shall only be allowed on site after submitting a request in writing to the OPC, and for the sole purpose of removing the Boat from the OPC permanently. The Boater shall be escorted at all times while on site.

10.3 Suspension of Boater

OPC, in its sole discretion, may decide to suspend the rights of the Boater where it has reason to believe that the Boater has breached the Agreement. During the investigation period, the Boater shall only be allowed in OPC Areas after submitting a request in writing to the OPC, and for the sole purpose of performing necessary maintenance or servicing of the Boat. The Boater shall be escorted at all times while in OPC Areas. Upon completion of the investigation, which shall not be unreasonably delayed, OPC will inform the Boater in writing that either (a) the suspension has been lifted (with or without conditions); or (b) the Agreement is terminated for breach or improper conduct as per section 10.1. In such an event, the Boater(s) must immediately comply with section 3.4(e) of these Rules.

11.0 NOTICE

11.1 Notices.

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, email or facsimile and shall be addressed to the addresses set out for OPC and the Boater on the front page of the Agreement. Unless otherwise provided in the Agreement, notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is issued whether or not it is received by the other party. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile.

12.0 RISK, LIMITATION OF LIABILITY AND INDEMNITY

12.1 Own Risk.

Boaters, Guests and other persons use the OPC Areas at their own risk.

12.2 No Liability.

The Agreement includes a limitation of liability provision to the benefit of the OPC, its directors, officers, employees, agents and contractors.

12.3 Indemnification.

The Agreement includes an indemnity provision to the benefit of the OPC, its directors, officers, employees, agents and contractors.

13.0 GENERAL

13.1 Rental of Slip Only.

The Agreement is for the rental of a slip and related services only and the provisions of the Agreement do not constitute nor shall they be construed to constitute an employer - employee relationship, an agency relationship, or a partnership or joint venture between the parties.

13.2 No Bailment.

The Agreement is not an agreement of bailment. The Boater is not the bailor of the Boat nor is the OPC the bailee of the Boat. At all material times as between the Boater and the OPC, the Boat shall be and shall be deemed to be in the possession of the Boater notwithstanding that the OPC may move or otherwise handle the Boat pursuant to the terms of the Agreement. Any and all such moving or handling shall be deemed not to take the Boat out of the possession of the Boater.

13.3 Liens Permitted.

OPC may place a lien against the Boat and its contents for amounts due in respect of the use of the Slip, the cost of repairs for any damage caused to any OPC property by the Boater, a Guest or the Boat and for any expenses incurred by the OPC on behalf of the Boater or other debts of the Boater due to the OPC under the terms of the Agreement. The OPC may give notice of the lien to the Boater, subject to the *Repairs and Storage Liens Act*, R.S.O. 1990, c. R.25.

14.0 MAP OF OPC MARINA AREAS

14.1 Site Usage.

Marina users and their guests are not permitted to access areas of OPC not designated as part of the Marina.

