



ARNPRIOR MUNICIPAL MARINA TERMS & CONDITIONS

(Updated 12 March 2025)

Renter agrees to return Dock keys within 30 days of the expiry date of this contract. Boat insurance has been purchased for the current year and all provided information is up to date and accurate for the current year. Any changes to insurance or boat information will be provided in writing to the Nick Smith Centre. No boat shall be docked in the Arnprior Municipal Marina until full payment for use has been received and a signed contract and proof of insurance returned to the Nick Smith Centre. FULL LISTING OF TERMS AND CONDITIONS ATTACHED

Upon completion of the rental agreement, the user will abide by the following terms and conditions of the Arnprior Municipal Marina. Failure to comply with these conditions can result in suspension of rental privileges.

Terms

1. The term of this Agreement is from the opening day of the season (approximately May 23, 2025) to the closing date of the season (October 13, 2025) unless terminated in accordance with the provisions as set out herein or as a result of the destruction of the mooring facilities by fire, storm or other calamity.
2. The Owner shall remove the Boat from the Marina on or before the October 13, 2025, failing which, the Corporation may, in its sole discretion, remove the Boat at the Owner's expense.
3. This Agreement shall be in effect for the term set out in the rental agreement unless sooner terminated by reasons of:
 - i) The destruction of the Municipal Marina by fire, storm, or other calamity;
 - ii) The breach of the terms of this Agreement by the owner, their passengers, crew or guests
4. A rental contract must be signed and rental fee paid in full prior to docking at marina slips along with a copy of current liability insurance for the vessel.
5. The payment schedule for the season is as follows:
 - March 7, 2025: \$250 deposit (non-refundable)
 - April 11, 2025: 50% payment of contract
 - May 9, 2025: Full payment of contract and insurance must be provided at this time

Note: Keys will not be provided until payment has been made in full.

6. A \$25.00 key deposit is required at the beginning of the season for a set one key to the renters' specific pier. This fee is refundable upon the return of the keys at the end of the season. Failure to return the key by November 13, 2025 will result in the loss of deposit.



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7. In this agreement, the Arnprior Municipal Marina includes the areas encompassed by the marina facilities including but not limited to grounds, docking area, boat launch area, parking area, pathways and public roadway.

Public Health Requirements

1. Respect any and all Public Health restrictions and guidelines of the day.
2. Adhere to all signage for use of marina – launch, fueling, piers and docks

Vessel Requirements

1. The information provided to the Town of Arnprior 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 slip space assigned.

Slip Rentals

1. Slips are rented for personal use only; commercial operations are not permitted without the approval of the Director of Recreation and the Corporation of the Town of Arnprior.
2. 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 slip.
3. The Owner shall not sublet or sublease the Slip, nor assign this Agreement.
4. The Slip is not transferable, not for resale and is revocable for misconduct or breach of the terms of this agreement or any breach of Municipal Policies or By-Laws (Reference: Recreation Facility Use Policy).
5. The Town of Arnprior reserves the right to assign slip allocation or move users prior to the start of the season to support operational need (i.e. size of other boats / user needs / etc).

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.



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3. Following notification to the owner, the Town of Arnprior reserves the right to relocate the berth slip of any vessel.

Water Traffic

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

Cancellations and End of the 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. Renters are required to have their vessel removed from their assigned slip no later than October 14, 2024, failing which, the Corporation may, in its sole discretion, remove the Boat at the Owner's expense.

Renter Responsibility

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. Proof of adequate vessel insurance coverage (a copy of the insurance policy detail page clearly indicating the requirement for liability insurance) must be provided prior to approval of the rental contract and maintained throughout the year. 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 Arnprior, at their sole discretion, to terminate docking privileges without any refund.



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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 Arnprior and save it harmless from such losses or damages whatsoever. The renter will make no claim and take no action against the Town of Arnprior 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 Arnprior Municipal Marina area, the Town of Arnprior will remove the boat at the Owner's expense and risk and report the incident to the appropriate authorities.
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 Arnprior within thirty (30) days.
7. Report any spills of fuels, toxins, chemicals and any other hazardous materials to the Marina or Town of Arnprior staff and complete an incident report

Enforcement

1. The Town of Arnprior reserves the right to cancel the assigned moorage of any renter who is in violation of the current rules and regulations and/or Town by-laws.
2. Upon ten (10) days written notice, the renter will be required to immediately remove their vessel from the Arnprior Municipal Marina premises. Failure to do so will result in removal by the Municipality at the expense of the owner.
3. Users must park in designated areas respecting all signage. Parking is not guaranteed with your slip rental and all Parking and Traffic By-Laws apply at the municipal marina.
4. Users must adhere to any and all municipal by-laws including:
 - Open Air Burning By-Law
 - Municipal Alcohol Regulations
 - Smoking/Vaping By-Law
 - Animal Control By-Law
 - Noise By-Law
 - Parking and Traffic By-Law
 - Recreation Facility Usage PolicyFailure to comply with these by-law can result in both fines and suspension of privileges at the Arnprior Municipal Marina. More information on each of these By-Laws can be attained at <https://www.arnprior.ca/en/town-hall/by-laws.aspx>



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General

1. All persons using the Marina facilities do so at their own risk.
2. The Town of Arnprior shall not be responsible for any damage or injury sustained to any boat or person.
3. Overnight camping at Town of Arnprior recreational facilities is prohibited, this includes the Municipal Marina.
4. No swimming, diving, water skiing or fishing will be permitted within the Municipal Marina area.
5. Renters wishing to take dogs to and from their boat may do so provided that the dog is on a leash.
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. Fueling is prohibited within the marina slips. Users can transport fuel tanks to an from your boat or refuel at the Town's fuel service at the launch dock. Fueling presents hazards to yourself, other users and the environment.
8. 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. The garbage bins at the marina and along the trail are for general waste, not full bags of garbage from a day out on the water or from the cottage. If your waste exceeds the capacity of the waste receptacles, you must take it with you.
Note: engine oil and filters must be appropriately disposed of.
9. On site repairs shall be conducted only after notifying the Marina and or Recreation staff and obtaining a prior consent, which consent may be withheld at the discretion of the Arnprior 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.



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10. All walkways, piers and fingers must be kept free of tenders, dinghies, materials, debris, carpeting, and equipment at all times. Construction thereon of any lockers, chests or other structures in the Arnprior Municipal Marina area is forbidden without the written permission of the Town's Director of Recreation.
11. All sailboat halyards are to be tied down.
12. 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.
13. 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 maneuvering in the basin.
14. 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.
15. Children under the age of 12 must be under the supervision of an adult or competent youth at all times.
16. All vessels should be clearly marked with name and/or license number.
17. 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.
18. Vessels entering the Marina during an emergency shall report immediately to the operator.
19. Users must comply with the Town of Arnprior's Noise By-Law. Generators, engines, radios, etc. shall be operated so as to not to cause a nuisance to others. Between the hours of 11:00 p.m. and 7:00 a.m. excessive noise is prohibited.
20. The Town of Arnprior reserves the right to request owners to temporarily relocate their vessel in the event that a Special Event is being held at the marina and/or for any necessary repairs to the docks or piers.
21. It is understood that Town staff may board the Owner's boat in the event of any emergency which may, in the opinion of the Town, exist.



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22. 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 Arnprior Municipal Marina area unless authorized in writing by the Town's Director of Recreation and the address of the Arnprior Municipal Marina will not be used for business purposes unless authorized by the Director of Recreation.

23. No displays of offensive language, gestures or symbols are permitted on any vessel moored or within the confines of the marina.

24. Laundry is not to be hung out on the boats, docks, piers or other structure

Each slip holder must sign below to acknowledge that you understand these rules and regulations. The Marina Terms and Conditions must be signed prior to the contract being finalized.

Release and Waiver of Liability

RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY AGREEING TO THE TERMS OF THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY!

Upon signing this document, you and your associated group waive legal rights and release The Corporation of the Town of Arnprior from any and all liability as a result of usage of Town facilities, howsoever caused. In consideration of the Town of Arnprior renting its facilities, or a portion thereof, the undersigned Organization hereby agrees to the following terms and conditions:

1. That we have reviewed and understand the Recreation Facility Use Policy issued by the Town of Arnprior; 2. That we agree to follow all applicable Orders, guidelines and protocols. Failure to abide by these will result in the suspension of use of Town of Arnprior facilities; 3. That we understand it is our responsibility to ensure that we and all associated with our rental understand and agree to follow all applicable Orders, guidelines and protocols; 4. That use of Town of Arnprior facilities carries with it risk of exposure to communicable diseases, including but not limited to COVID-19, and such risk exists in any public place where people are present. We agree follow safety precautions outlined in an official capacity by Canadian health authorities, including Ontario Health, Health Canada and the Renfrew County District Health Unit while using Town of Arnprior facilities, particularly but not limited to those involving handwashing, social distancing and wearing a mask; 5. That we hereby indemnify The Corporation of the Town of Arnprior and its employees and



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representatives against any and all claims that it has or may have in the future involving COVID-19 related or other communicable diseases. That we release The

Corporation of the Town of Arnprior from any and all liability for any loss, damage, expense of injury including death, that we may suffer, as a result of its usage of Town of Arnprior facilities, howsoever caused; such causes may include, but are not limited to: duty of care created by the Occupiers' Liability Act, RSO 1990, c02, any other statutory duty of care, any negligence of The Corporation of the Town of Arnprior, or breach of contract; 6. That we hereby indemnify The Corporation of the Town of Arnprior and its employees and representatives against any and all claims and demands associated with a breach of the Orders, guidelines and protocols described herein by the user and those associated with their event; 7. That the Town may, at its sole discretion, withdraw the organization's access to all or a portion of the Town's facilities as required due to public safety or public health emergencies or other urgent situations.

I/We understand agree and have read conditions and will follow the protocols of Marina Use and any amendments that may happen.