



**Parks of the
St. Lawrence**

THE ST. LAWRENCE
PARKS COMMISSION
AN AGENCY OF THE
GOVERNMENT OF ONTARIO

13740 COUNTY RD. 2, MORRISBURG, ONTARIO K0C 1X0
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cryslerparkmarina.com

**Les Parcs du
Saint-Laurent**

LA COMMISSION DES
PARCS DU SAINT-LAURENT
UN ORGANISME DU
GOUVERNEMENT DE L'ONTARIO



February 20, 2009

20 février 2009

Dear/Chère :

SUBJECT: 2009 SEASONAL DOCKAGE

OBJET : AMARRAGE DE SAISON 2009

Welcome back to Crysler Park Marina where another fabulous 2009 boating season awaits you.

Bienvenue de nouveau à la marina du parc Crysler où une autre fabuleuse saison de navigation de plaisance vous attend en 2009.

Crysler Park Marina offers a full range of boater services and many top-notch attractions, only minutes from your dock. Upper Canada Village, Upper Canada Golf Course, Upper Canada Migratory Bird Sanctuary, Crysler Beach and Riverside-Cedar Campground promise to offer another summer filled with a wide range of entertainment and activities.

La marina du parc Crysler offre une gamme complète de services aux plaisanciers et plusieurs attractions de première classe, à quelques minutes seulement de votre quai. Upper Canada Village, le terrain de golf Upper Canada, le Sanctuaire des oiseaux migrateurs Upper Canada, la plage Crysler et le terrain de camping Riverside-Cedar promettent de vous offrir un autre été rempli d'une grande gamme de divertissements et d'activités.

Seasonal dockage deposits were due on October 31, 2008 to reserve your slip for the 2009 season. All slips that have not been reserved are now available to any boater. This will increase the efficiency of booking new seasonal slips during our trade show season. If for some reason you have failed to pay your dockage deposit you must contact The St. Lawrence Parks Commission Administration Office at 1-800-437-2233 immediately to make your payment.

Les acomptes pour amarrage de saison étaient exigibles le 31 octobre 2008 afin de réserver votre emplacement pour la saison 2009. Tous les emplacements qui n'ont pas été réservés sont maintenant disponibles à n'importe quel plaisancier. Ceci permettra d'accroître l'efficacité du processus de nouvelles réservations pour la saison durant notre période de salons commerciaux. Si pour une raison ou pour une autre, vous n'avez pas payé votre acompte d'amarrage, vous devez communiquer avec le bureau d'administration de la Commission des parcs du Saint-Laurent au 1-800-437-2233 immédiatement pour effectuer votre paiement.

If you wish to store your trailer or cradle, you may include this in your 2009 seasonal dockage application. All trailers and cradles need to be clearly tagged or marked in order to identify the owner. If trailers are locked, an additional key must be provided to myself or the Assistant Harbourmaster and will be returned at the end of the year. This will allow us the opportunity to move trailers within the Marina grounds or to the locked compound as needed.

Si vous désirez entreposer votre remorque ou votre ber, vous pouvez l'indiquer dans votre demande d'amarrage de saison pour 2009. Toutes les remorques et les bers doivent être étiquetés ou marqués clairement afin d'en identifier le propriétaire. Si les remorques sont verrouillées, vous devez déposer une clé supplémentaire auprès de le capitaine adjoint du port ou moi-même; elle vous sera retournée à la fin de l'année. Ceci nous permettra de déplacer les remorques sur le terrain de la Marina ou de les stationner dans l'enclos fermé à clé au besoin.

Your Dockage Application Form for 2009 is enclosed. Please ensure that all information is up-to-date and completed in full. For your convenience, you will find enclosed a fee schedule for 2009. The enclosed Dockage Application Form and the Licence Agreement must be returned by **March 6, 2009** regardless of the method of payment chosen.

Vous trouverez ci-inclus votre formulaire de demande d'amarrage pour 2009. Veuillez vous assurer que tous les renseignements sont à jour et dûment remplis. Pour votre commodité, vous trouverez ci-inclus un horaire des frais pour 2009. Le formulaire de demande d'amarrage et la convention d'utilisation, ci-inclus, doivent nous être retournés d'ici le **6 mars 2009**, peu importe la méthode de paiement choisie.

Payment options for seasonal dockage are as follows:

Les modalités de paiement des frais d'amarrage de saison sont les suivantes :

- Three post-dated cheques (dated March 6, April 6 and May 6) or written authorization to use your credit card.
- Full payment made by credit card, cash or cheque must be made on or before **May 6, 2009**.

- Trois chèques postdatés (datés le 6 mars, le 6 avril et le 6 mai) ou l'autorisation par écrit d'utiliser votre carte de crédit.
- Le paiement total par carte de crédit, en espèces ou par chèque doit être fait avant ou le **6 mai 2009**.

For the upcoming season please ensure that your payment arrangement and all paperwork has been completed and submitted prior to the launching of your boat. If arrangements have not been made and/or the dockage application, licence agreement and payment have not been received prior to launch you will not be assigned a slip and your dock will become open and available for reassignment.

Pour la saison qui vient, assurez-vous que les ententes de paiements et toute la documentation ont été remplies et remises avant la mise à l'eau de votre bateau. Si des arrangements n'ont pas été faits et/ou si votre demande d'amarrage, votre convention d'utilisation et votre paiement n'ont pas été reçus avant la mise à l'eau, aucun emplacement de bateau ne vous sera assigné et votre emplacement deviendra libre et sujet à redistribution.

I and my staff look forward to serving you in 2009.

Mon personnel et moi anticipons de vous servir en 2009.

Sincerely,

Je vous prie d'accepter mes salutations distinguées.

Tim Robins
Harbour Master
Crysler Park Marina

Tim Robins

:TR / Enclosures

TR / pièces jointes



**Parks of the
St. Lawrence**

THE ST. LAWRENCE
PARKS COMMISSION
AN AGENCY OF THE
GOVERNMENT OF ONTARIO

LICENSE AGREEMENT



2009

THIS LICENSE AGREEMENT made in duplicate effective the _____ day of _____, **2009**.

BETWEEN:

THE ST. LAWRENCE PARKS COMMISSION

13740 County Road No. 2, Morrisburg, Ontario, K0C 1X0

hereinafter called the **"Commission"**

AND

Name: _____

Address: _____

Telephone No.: _____

hereinafter called the **"Licensee"**

The Commission and the Licensee acknowledge as follows:

1.00 Representations And Warranties

The Commission owns and operates the Crysler Park Marina situate in the Township of Williamsburg, 9 kilometres east of Morrisburg on the north shore of the St. Lawrence River at Buoy 72 hereinafter called the "Marina".

The Licensee is the owner, the managing owner or the agent acting under the authority of an owner of a boat hereinafter called the "Boat" described as follows:

Boat Name: _____

Registration Or License No.: _____

Length: _____

The Licensee has requested the Commission to grant a license to the Licensee for the purpose of mooring the Boat at the Marina.

The Commission and the Licensee agree as follows:

2.00 License

2.01 The Commission grants to the Licensee and the Licensee accepts from the Commission, subject to the terms and conditions contained in this Agreement, a non-exclusive license:

- (a) to use and occupy that portion of the docking facilities of the Marina assigned to the Licensee by the Commission only for the purposes of mooring the Boat and for hooking up the Boat to a water supply outlet; and
- (b) for the Licensee and his or her family, servants, agents and invitees to use the washrooms, picnic areas and the recreation area located at the Marina.

2.02 The term of this license will be for a period of _____ months commencing on the _____ day of _____, **2009**, and ending on the _____ day of _____, **2009**, unless sooner terminated under the provisions of this Agreement or otherwise.

2.03 The Commission reserves the right to reallocate moorings for the Boat at any time by assigning to the Licensee other suitable facilities in the Marina.

3.00 Services

3.01 Upon request by the Licensee, the Commission will provide, in addition to the moorings and water hook-up referred to in clause 2.01(a), shrink wrapping, electrical power, pumping, storage facilities, barbecues, on-site parking and garbage disposal.

3.02 The Commission assumes no responsibility for the temporary or unavoidable interruption of the supply of electrical power due to any cause.

4.00 Fees

- 4.01 The Licensee will pay to the Commission the fee or fees for the use of the mooring and water hook-up facilities and for any additional services referred to in paragraph 3.01 of this Agreement as set out in the fee schedule attached as Schedule "A".
- 4.02 The fee or fees payable under this Agreement will be payable in advance of occupancy or the provision of services unless otherwise agreed by the parties in writing.

5.00 Removal Of Property

- 5.01 Upon the termination of this Agreement or, in any event, no later than the 15th day of October of the year of signing this Agreement, the Licensee will immediately remove the Boat, the equipment connected with it and any other property belonging to the Licensee from the Marina and leave the mooring facilities in good order and condition. On default of the Licensee in removing the Boat, the equipment connected with it and any other property on termination of the Agreement, the Commission may cause the Boat, the equipment connected with it and any other property to be removed, at the Licensee's risk and expense, to a place of storage selected by the Commission and the Licensee will reimburse the Commission upon demand for the cost of the removal and storage. The Commission will have a lien against all of the property for storage pursuant to the Repair and Storage Lien Act, 1989, S.O. 1989, Chapter 17.

6.00 Non-Liability Of Commission

- 6.01 The Commission will not be liable for any negligence or failure in safeguarding the Boat or equipment connected with it, or for any damage to or loss of the Boat or equipment connected with it by reason of theft, fire, collision, inclement weather, power failure or any other cause. The Commission will not be liable for any injury or death of the Licensee, his or her family, servants, agents and invitees or for any claim by any third party against the Commission, its employees or agents arising out of the operation of the Boat or equipment with it or arising out of the construction, design, condition or state of repair of the Marina, unless it was caused by the negligence or wilful act of an employee or agent of the Commission while acting within the scope of his or her employment or agency respectively. The Licensee assumes complete responsibility for the Boat and equipment which may at any time be located in the Marina and for any other vehicle of the Licensee, his or her family, servants, agents and invitees.
- 6.02 The Licensee will indemnify the Commission from and against any and all losses, costs, proceedings, liability, claims, damages or expenses.
- (a) arising out of any act or neglect by the Licensee, his or her family, servants, agents or invitees while in and about the Marina, or
 - (b) arising out of any breach by the Licensee of any provision of this Agreement,

including liability for injury or damage to the person or property of the Licensee, his or her family, servants, agents or invitees.

7.00 Insurance

- 7.01 The Licensee will throughout the term of this Agreement keep in force general comprehensive public liability insurance and property damage insurance with limits not less than \$500,000.00 for each occurrence. The Licensee will deliver certificates of insurance from the Licensee's insurer to the Commission within 30 days of the execution of this Agreement. The Licensee will insure its personal property and the Boat for fire and extended coverage.

WARNING TO LICENSEE:

You should notify your boat insurer that you have signed this Agreement, as it may invalidate your insurance unless you have the consent of the insurer in writing.

8.00 Non-Assignability

- 8.01 This license is personal and will not be assigned either in whole or in part by the Licensee.

9.00 Regulations

- 9.01 The Commission will have the right from time to time to make reasonable rules and regulations as in its judgment may from time to time be necessary for the use and cleanliness of the Marina and the safety and care of the users of the Marina. The Licensee will observe and agrees to compel his or her family, servants, agents and invitees to comply with these rules and regulations. As of the effective date of this Agreement, these rules and regulations are as set out in attached Schedule "B" and are deemed to form part of this Agreement.

10.00 Termination

- 10.01 In any of the following events, the Commission will have the right to terminate this Agreement by notice to the Licensee:
- (a) if the Licensee defaults in observing any of the terms or conditions of this Agreement and fails to cure the default within five days notice of it given to the Licensee; or
 - (b) the destruction of the mooring facilities by fire, inclement weather or by any cause whatsoever.

11.00 Lien Right

11.01 The Commission will have a lien against the Licensee’s Boat and equipment for any unpaid sums due for the use of any of the Marina facilities or for the supply of any Marina services by the Commission to the Licensee. The Commission may refuse access to the Boat or its equipment by the Licensee or delivery of the Boat or its equipment to the Licensee until the lien is satisfied.

12.00 Notices

12.01 Notices under this Agreement will be given in writing and sent by personal delivery or by ordinary prepaid mail to the parties at the addresses set out on page 1 of this Agreement, unless either party gives notice of another address.

12.02 Notices sent by mail will be deemed to have been given on the 4th business day after the date of mailing.

12.03 Notices sent by personal delivery will be deemed to have been given at the time of the said delivery.

13.00 Compliance With Law

13.01 The Licensee will not do or permit any act or omission which may be detrimental or cause damage to the Marina to be done during the term of this Agreement. The Licensee will comply with all federal, provincial and municipal laws, regulations and orders at all times while using the Marina.

14.00 Confidentiality

14.01 The collection, use and disclosure of personal information is governed by the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31 under the legal authority of The St. Lawrence Parks Commission Act, R.S.O. 1990, c.S.24, as amended by S.O. 1993, Chapter 16, S.4. and will be used by the Commission for administrative purposes.

15.00 Survival Of Obligations

15.01 All of the obligations of the Licensee accruing during the period of this licence and all of the indemnities by the Licensee will survive the termination or expiry of this Agreement.

16.00 Waiver

16.01 A waiver of any failure to comply with any term of this Agreement must be written and signed by the aggrieved party. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failure(s) to comply.

17.00 Amendments, Alterations And Additions

17.01 Subject to clause 4.02, if, at any time during the continuance of this Agreement the parties consider it necessary or expedient to make any amendment, alteration or addition to this Agreement, they may do so by means of a written agreement between them which will be supplemental to this Agreement and thereafter will form part of this Agreement.

18.00 Entire Agreement

18.01 This Agreement including Schedule “A” – Fees, and Schedule “B” – Rules and Regulations, constitutes the entire agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

IN WITNESS WHEREOF the parties have set their hands

THE ST. LAWRENCE PARKS COMMISSION

CRYSLER PARK MARINA HARBOUR MASTER

LICENSEE

SIGNATURE

dated at the _____ day of _____, 2009.



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THE ST. LAWRENCE
PARKS COMMISSION
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GOVERNMENT OF ONTARIO

LICENSE AGREEMENT



SCHEDULE "A"

2009

Attached to and forming part of the agreement between **The St. Lawrence Parks Commission** and _____ effective the _____ day of _____, **2009**.

FEES

FEES SUBJECT TO CHANGE WITHOUT NOTICE

COST PER FOOT IS FOR THE OVERALL BOAT LENGTH

	EXCLUDES TAXES	INCLUDES TAXES
TRANSIENT DOCKING RATES		
<u>Without Electricity (COST PER FOOT)</u>		
Daily -	1.25	1.31
Weekly -	6.70	7.04
Monthly (PRIME SEASON) - *	16.50	17.33
Monthly (LOW SEASON) -	13.25	13.91
<u>With Electricity (COST PER FOOT)</u>		
Daily -	1.35	1.42
Weekly -	7.25	7.61
Monthly (PRIME SEASON) -	19.50	20.48
Monthly (LOW SEASON) -	15.50	16.28
<u>Miscellaneous</u>		
Daily Additional Electrical - 30 AMP (COST PER FOOT) -	0.20	0.21
Daily Mooring (FLAT RATE) -	14.05	14.75
FULL SEASON DOCKING RATES		
Without Electricity (COST PER FOOT) -	38.00	39.90
With Electricity (COST PER FOOT) -	42.00	44.10
Extra Electricity (FLAT RATE) -	183.85	193.04
Under 18 Feet (FLAT RATE) -	495.00	519.75
Extra Power (DAILY FLAT RATE) -	6.00	6.30
Off Season Power (COST PER FOOT FLAT RATE) -	0.75	0.79
SERVICES		
<u>Boat Ramping</u>		
Daily Boat Ramping -	6.67	7.00
Seasonal Boat Ramping Pass -	75.00	78.75
Diving Charter Fee (DAILY)	24.00	25.20

	EXCLUDES TAXES	INCLUDES TAXES
<u>Pump Outs</u>		
Summer Season -	70.00	73.50
Single Tank -	12.27	12.88
<u>Storage (COST PER FOOT)</u>		
Summer Land Boat Storage -	10.00	10.50
Winter Land Boat Storage -	10.00	10.50
Winter Interior Boat Storage -	26.50	27.83
<u>Shrink-wrapping (COST PER FOOT)</u>		
PLUS APPLICABLE DISPOSAL FEE		
Cruiser -	12.00	12.60
Fly Bridge -	14.00	14.70
<hr/>		
Weekly Trailer Storage - Summer Season	49.50	51.98
Trailer Storage - Summer Season	65.00	68.25
Cradle Storage - Overnight Parking (CAR AND/OR TRAILER) -	65.00	68.25
	10.00	10.50
<hr/>		
<u>Miscellaneous</u>		
Marina Van		
Return Shuttle Service (PER GROUP)		
RETURN TRANSPORTATION TO UPPER CANADA VILLAGE OR		
UPPER CANADA GOLF COURSE -	4.76	5.00
RETURN TRANSPORTATION TO MORRISBURG -	9.52	10.00

* **PRIME SEASON** - LAST WEEK OF JUNE TO
LABOUR DAY





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LICENSE AGREEMENT

SCHEDULE "B"



2009

Attached to and forming part of the agreement between **The St. Lawrence Parks Commission** and _____ effective the _____ day of _____, **2009**

RULES AND REGULATIONS

1. The Licensee will not cause or permit any unusual or objectionable noises to emanate from the Boat, or make any unlawful, improper or otherwise offensive use of the Marina and its facilities.
2. The Licensee will move the Boat when instructed to do so by the Commission, its employees, servants or agents.
3. The Licensee authorizes the Commission, its employees, servants or agents to move the Boat at the Licensee's expense and risk when the Boat is unattended and circumstances reasonably require the Commission to do so.
4. Upon entering the Marina basin, the Licensee will manoeuvre, berth or anchor the Boat or any other boat in accordance with the direction of the Commission, its servants, agents or employees.
5. The Licensee will not advertise for sale or solicit the sale of the Boat, its equipment or any other property of the Licensee on any boat within the Marina.
6. The Licensee will not swim, dive or water/jet ski within the Marina basin.
7. The Licensee will abide by the Commission's designated quiet hours between 11:00 p.m. and 7:00 a.m. during occupancy at the Marina.
8. The Licensee is permitted only the following alcoholic beverages to be placed on the picnic tables on the Marina site: wine bottles and beer cans/bottles. It is not permissible to have liquor bottles on the tables.
9. While in the Marina the Licensee will fuel a boat only at the gas docks. The fuelling of boats at any other location is strictly prohibited.
10. The Licensee will tie down all sailboat halyards.
11. The Licensee will remove or replace immediately any unsafe mooring lines when instructed to do so by the Commission, its servants, agents or employees.
12. During any absence of the Licensee's boat, the Commission has the right to license the Licensee's mooring to third parties on a daily basis.