



Transient Rental Contract

575 Dominion Ave
Midland, Ontario
L4R 1R2
(705) 526-4275
HST #: R108128182

Contact Information

Last Name:

First Name:

Home Phone:

Mobile Phone:

E-mail Address:

Street Address:

Boat Information

Boat Name:

License No.

Length:

Beam:

Draft:

Date In:

Date Out:

Charges

Per Diem:

No. of Days

Subtotal:

HST:

Total Owning:



Consent and Agreement

In addition to the below, I agree to abide by all rules and regulations as provided and posted throughout the facilities. Failure to do so may result in the cancellation of this Agreement and the immediate removal of the boat from the Marina.

I hereby release the Corporation of the Town of Midland, its servants and agents from all manner of actions, causes of action, suits, debts, dues, costs, claims and demands whatsoever for personal injury or property damage, howsoever caused resulting directly or indirectly from the use provided herein and I further undertaking and agree to indemnify and save the Corporation of the Town of Midland, its servants and agents harmless from all actions, causes of actions, suits, costs, claims and demands result directly or indirectly from the use of Town property including marina facilities and in conjunction with this rental agreement.

Any reference to the Renter in these regulations shall be deemed to be a reference also to the person in charge of a boat where such person is not included in the Boat Slip Rental Agreement. The regulations and limitations contained hereinafter shall apply to personal watercrafts and vehicles of the boat owner or his/her family, crew or guests while on Marina property

1. The Renter agrees to remove his/her vessel from the assigned boat slip no later than 12:00 noon on the date this Agreement expires. Failure to do so will result in an additional rental fee of \$2.36/ft per day being charged, and/or may result in the removal of the boat by the Harbour Master at the Renter's expense and risk.

Boat Slip:

Date In:

Date Out:

(YY/MM/DD)

(12:00 noon YY/MM/DD)

2. No person shall engage in commercial activities anywhere on Town property.

3. The Renter agrees to pay the costs of all damages to the Town of Midland property and to the property of other Marina tenants resulting either directly or indirectly from the Renter's negligence. All equipment borrowed, rented, or otherwise obtained by the Renter that is the property of the Town of Midland must be returned upon expiration of this Agreement. Failure to do so will result in the replacement cost of the equipment being charged.

4. The Town of Midland shall not be liable in any way for damage to the vessel or any part or accessory thereof while it is on the premises, arising from fire, directly or indirectly, no matter from what cause it occurs; contact or collision with any other vessel or with structures; the elements; damage or loss caused by an person other than an employee or agent of the Town of Midland. The Town of Midland does not assume any responsibility or liability to the Renter for the loss of any article(s) or equipment which may be left on the vessel or on the Town of Midland's premises.



5. The Harbour Master has the right to re-allocate slips for vessels moored in the Marina at any time as it becomes necessary in the judgment of the Harbour Master. The Renter agrees to move his/her boat in accordance with the Harbour Master and when unattended authorizes the Harbour Master to move the boat in its discretion.

6. In the event that a boat sinks in the Marina area, the owner must remove such wreck forthwith. If the owner fails to do so, the Harbour Master may remove the wreck at the owner's expense, and the cost thereof shall be a debt due from the Renter to the Town of Midland.

7. The Renter shall not store supplies, accessories, debris or other materials on the docks and/or bulkhead areas. The Renter shall not operate and/or store cooking appliances on any pier and/or bulkhead area.

8. Waste holding tanks, oil, inflammable liquids, oily bilges or other liquids shall not be discharged within the Marina or that part of the Bay within the limits of the Town of Midland. No refuse of any kind shall be thrown overboard and all garbage must be deposited in the bins supplied.

9. Noise must be kept to a reasonable level at all times. All persons must exercise reasonable discretion in the operation of noise generating equipment so as not to cause a nuisance to others.

10. All pets on any dock or other property of the Marina must be on a leash and all excrement left by a pet must be removed forthwith.

11. The Renter recognizes the Ontario Liquor Laws as applied to public property.

12. Fishing, diving and/or swimming is not permitted in the Marina waters.

13. I acknowledge that the Town has installed and has the right to install further surveillance video equipment in such locations at the Town Dock and at such times as the Town of Midland deems appropriate and practicable. I acknowledge that video surveillance will be recorded 24 hours a day and that such recordings could include areas within the Town of Midland Harbour, including but not limited to the Harbour Office, docks, boat slips, parking and all common areas. It is agreed and understood that the video surveillance may be released to a policing or enforcement authority, upon request and pursuant to MFIPPA.

I HEREBY ACKNOWLEDGE THE TERMS AND CONDITIONS OF THIS AGREEMENT
