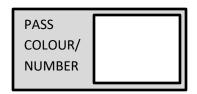


## Municipality of Wawa Harry McCluskie Municipal Marina Application for Boat Launch Pass



Street Address:	_		_ P.C	). Box
City	Province/St	tate	Postal/	Zip Code:
Phone:	(home)			(work)
Cell Phone:		Email:		
BOAT LAUNCH PASS				
Boat Launch – RE	D pass required	(HST Inc	cluded)	
Daily				\$5.00
Weekly				\$20.00
Monthly				\$37.50
Seasonal				\$75.00
Dates Valid:				
Office Use Only				
Pass Colour / Number #:				
	LIOT. A	Total:		
Amount: \$	нэі: \$			
Amount: \$ Method of Payment: □ Em		) □ Cheque	□ Cash	□ Credit Card

APPLICANT MUST AGREE TO TERMS & CONDITIONS ON OTHER SIDE – SIGNATURE REQUIRED FOR USE

## **TERMS & CONDITIONS**

- Application is hereby made by the undersigned to lease a boat slip or purchase a boat launch pass at the MMCC. The applicant
  agrees to abide by the rules and regulations of the Municipality of Wawa as established from time to time by Municipal
  Council.
- 2. Applicant agrees that the Municipality of Wawa, its officers, agents and employees shall not be liable or responsible for injury, loss or damage to the vessel or any other property of the applicant whether caused by negligence of the Corporation of the Municipality of Wawa, its officers, agents and employees, or otherwise, while at the Harry McCluskie Municipal Marina, and applicant hereby releases the Municipality of Wawa from any and all claims and causes of action therefore that exist or may arise in the future.
- 3. Applicant further agrees to indemnify and hold harmless the Municipality of Wawa, its officers, agents and employees against and from any and all costs, expenses, liability, claims, suits or other causes or action for death, injury, or damage to any person, or injury or damage to any property occurring in any manner arising out of the use of the Harry McCluskie Municipal Marina by the applicant, his agents, employees or guests, or the use or operation of the vessel belonging to the applicant therein. The owner agrees to pay the costs of all damages to the Marina property and to the property of other Marina users resulting either directly or indirectly from the negligence on the part of the applicant.
- 4. Applicant agrees to strictly adhere to all applicable laws, rules and regulations prohibiting the throwing, discharging or depositing of any litter, debris or refuse matter of any kind or description in the water. If such a violation occurs, the applicant further agrees to pay all costs associated with the cleanup of contaminants.
- 5. The applicant should at all times keep in force property damage and public liability insurance.
- 6. The applicant agrees that he will not assign this agreement or sublet the space rented herein without the written consent of the Municipality of Wawa.
- 7. Applicant agrees to pay Municipality of Wawa directly in accordance with the rates herein set forth. Signing this agreement binds the applicant to the terms and conditions herein, the rental period noted, the associated fee and the terms of payment.
- 8. The applicant warrants that he is the owner, the managing owner, or the agent with authority of the owner of the vessel.
- 9. A waiver of one or more of the terms and conditions herein shall not be deemed a continuing waiver.
- 10. No person shall launch a watercraft from the Harry McCluskie Marina boat launch unless either having first paid the current user fee.
- 11. Fees are set by Municipality of Wawa Council and administered by the Department of Community Services and Tourism.
- 12. Every person launching or loading a watercraft shall do so in an efficient and timely manner so as not to hamper access to the launch by other users.
- 13. Once having loaded a watercraft on a trailer unit every person shall move off the launch pad to a designated tie-down area to secure the watercraft for safe transport.
- 14. No person shall leave a watercraft moored to the boat launch dock for more than the time necessary to load or unload passengers. Equipment and supplies shall be loaded and unloaded in the tie-down area.
- 15. No watercraft other than that of marina tenants are allowed within the confines of the marina basin except to gain access to the boat launching ramp.
- 16. Vessels on the launch ramp are to be loaded and unloaded under minimal power. Absolutely no power surging of engines while the vessel is on the trailer.
- 17. Every person operating a watercraft within the designated area of the marina basin shall control the wake created by said watercraft so as not to cause undo disturbance to other watercraft or structures located within the marina basin.
- 18. Every person parking a motor vehicle and trailer unit within the Harry McCluskie Municipal Marina shall do so in the designated parking area. Violators will have their vehicles ticketed or towed away at the owner's expense.
- 19. Overnight parking of trailers is forbidden within the designated boat launch parking area.
- 20. Boat Launch Passes are to be displayed prominently in the owner's vehicle.
- 21. Repeated violation of the above Terms and Conditions will result in a review and possible suspension of privileges at Harry McCluskie Municipal Marina at the discretion of the Department of Community Services and Tourism.

The Municipality of Wawa strongly recommends that valuables not be left on board.

Signature:	Date:	
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