

TERMS AND CONDITIONS FOR MEMBERS AT PORT DE PLAISANCE LA RONDE
SEASON 2022

TO ENSURE THE COMFORT AND SAFETY OF BOATING AND STAFF EMPLOYEES OF PORT DE PLAISANCE LA RONDE HAVE THE DUTY TO COMPLY AND ENFORCE THE FOLLOWING ARTICLES:

- 1) A BOAT GOES UNDER THE JURISDICTION OF ITS EXPOITANTS ENTERING THE MARINA.
- 2) ON ARRIVAL OF THE BOAT AT DOCK WITH APPOINTMENT FOR THE FIRST TIME, THE BOATER MUST GO TO THE POST OF CONTROL AND REGISTER TO COMPLETE THE FILE.
- 3) 3) THE TENANT MUST INFORM THE LESSOR OF ANY MODIFICATION OF HIS CONTACT DETAILS DURING THE TERM OF THE CONTRACT.
- 4) THE PRICE OF A DOCK RENTAL IS CALCULATED ACCORDING TO THE OVERALL LENGTH OF THE BOAT (FROM BOW TO PLATFORM OR REAR ENGINE). ANY NEW BOAT CAN BE MEASURED AT THE BEGINNING OF THE SEASON IN ORDER TO VALIDATE THE DIMENSION. THE RENTAL PRICE WILL BE ADJUSTED IF THE LENGTH MENTIONED DURING THE BOOKING DOES NOT MATCH THE ACTUAL LENGTH OF THE BOAT.
- 5) FOR A SEASONAL RESERVATION, A DEPOSIT OF \$ 500 IS REQUESTED AT REGISTRATION (non-refundable) AND THE BALANCE OF PAYMENT IS FOR MAY 1 OF EACH YEAR. IF PAYMENT IS NOT RECEIVED ON THE REQUESTED DATE, THE RESERVATION IS CANCELED AND THE DEPOSIT IS NON-REFUNDABLE. THERE IS NO REFUND FOR A SEASONAL DOCK RENTAL.
- 6) **NO RESERVATION OF SEASONAL DOCK SPACE OR VISITOR IS TRANSFERABLE TO ANOTHER BOATER AND NO SUB-LEASE IS TOLERATED (NO AIRBNB). IF THE BOAT IS SOLD DURING THE SEASON, THE CONTRACT ENDS AND CANNOT BE TRANSFERRED TO THE FUTURE PURCHASER. THE SPACE BECOMES AVAILABLE TO THE LESSOR. HOWEVER, IF THE NEW BUYER WANTS TO HAVE SPACE, THE PRIORITY WILL BE TO ACQUIRE THE SPACE.**
- 7) IF YOU WISH TO SELL YOUR BOAT AT THE MARINA, YOU ARE RESPONSIBLE FOR YOUR VISITORS, THEY MUST PAY FOR PARKING AT THE ROUND AND YOU MUST ALWAYS BE PRESENT WHEN VISITING THE BOAT.
- 8) **IT IS FORBIDDEN TO USE THE DOCK SPACE FOR COMMERCIAL PURPOSES AT ANY TIME.**
- 9) IF THE BOATER CHANGES BOATS DURING THE SEASON, HE MUST ADVISE THE STAFF IN ORDER TO VALIDATE IF HIS NEW ACQUISITION QUALIFIES IN THE LOCATION ATTRIBUTED AT THE DEPARTURE OF THE CONTRACT. HE MUST PAY THE DIFFERENCE IF THE BOAT IS BIGGER THAN THAT MENTIONED IN THE CONTRACT. IT IS POSSIBLE THAT THE LOCATION OF THE FUTURE BOAT WILL NOT BE REASSIGNED IF THE LATTER NO LONGER MATCHES THE LOCATION OF THE DEPARTURE ASSIGNED ACCORDING TO AVAILABILITY. IN THIS CASE, THE CONTRACT WILL BE RESIGNED AND NO REFUND WILL BE GRANTED TO THE TENANT.
- 10) ONLY THE LESSOR CAN ALLOW DOCK SPACE. IT RESERVES THE RIGHT OF CONTROL OVER THE RENTAL OF SPACE AND MAY REFUSE A NEW RENTAL OR RENEWAL.
- 11) A FIRST PARKING FOR A VEHICLE IS INCLUDED IN THE CONTRACT AS WELL AS AN ELECTRICAL PEDESTAL OF 15, 30 OR 50 AMP DEPENDING ON THE BOAT AND THE RUNNING WATER. PLEASE HAVE YOUR ELECTRICAL ADAPTER, EITHER ONE Y FOR THOSE WITH TWO ELECTRICAL INPUTS OR EITHER 30/15 AMP OR 15 / 30AMP ADAPTER FOR SMALLER BOATS. FOR LARGE BOATS THAT REQUIRE TWO OUTLETS, PLEASE INQUIRE FOR AVAILABILITY AND COSTS.
- 12) EVERY SEASONAL MUST PROVIDE THE MARINA WITH PROOF OF INSURANCE OF HIS BOAT, BOAT LICENSE AND DRIVER'S CARD.
- 13) FOR LARGE BOATS WHICH HAVE A SMALL BOAT (DINGHY, PWC), YOU MUST HAVE A BRACKET TO HANG IT ON YOUR BOAT TO NOT OBSTRUCT THE SPACE AROUND THE BOAT. FEES ARE ADJUSTED ACCORDING TO THE SPACE THE ADDITIONAL DINGHY TAKES ON THE BOAT. SAME RULE FOR TUBES AND KAYAKS THEY MUST BE ON THE BOAT ONLY. OTHERWISE, A DOCK WILL BE ALLOCATED FOR THE ANNEX DEPENDING ON THE PRICE FOR THE SEASON AND ACCORDING TO AVAILABILITY.
- 14) THE LESSOR DOES NOT GUARANTEE THE DEPTH OF THE WATER BASIN AND IS NOT RESPONSIBLE FOR ANY EQUIPMENT BREAKDOWN OR ACCIDENTS THAT MAY RESULT FROM IT.
- 15) THE LESSOR MAY EXERCISE A RIGHT OF RETENTION ON THE BOAT AND ITS ACCESSORIES FOR ANY AMOUNT DUE AND UNPAID.
- 16) VEHICLE ENTRY IS THROUGH GATE B-9. IT IS STRICTLY RESERVED FOR THE MEMBER WITH CAR STICKER. NO VISITORS ARE AUTHORIZED TO USE THIS ENTRY UNLESS "THE RONDE" IS CLOSED AND THEY MUST BE ACCOMPANIED BY THE MEMBER WITH THE VISITOR CAR STICKER. THE EXIT MUST BE BY THE GATE B-9.
ON FIREWORKS DAYS THE MEMBER SHOULD USE DOOR B-12 FROM 3:00 PM UNTIL 2:00 AM THE NEXT DAY.

- 17) LOST OR STOLEN CAR STICKER MUST BE NOTIFIED TO THE MARINA TO BE CANCEL. A FEE OF \$ 50 WILL BE CHARGED FOR A NEW CAR STICKER.
- 18) THE PARKING STICKER IS IDENTIFIED WITH THE NAME OF THE MEMBER. IF THE CAR STICKER DOES NOT MATCH WITH THE PRESENT MEMBER OR THE CAR STICKER HAS BEEN COPIED, THE AGENT MAY CONFISCATE THE CAR STICKER. THE CUSTOMER WILL HAVE TO PAY THE FEES AND RE-MAKE A NEW CAR STICKER.
- 19) ANY VEHICLE THAT ARRIVES IN THE "LA RONDE" PARKING MUST RESPECT THE PERMITTED LIMIT SPEED AND COOPERATE WITH AMUSEMENT PARK SECURITY IF THE AGENT REQUESTS TO STOP THE VEHICLE FOR CHECKING PURPOSES.
- 20) THE PARKING AT THE MARINA IS FOR MEMBERS ONLY, THERE IS A SPACE PROVIDED IN THE PARKING FOR VISITORS. THESE MUST PAY THE PARKING OF " LA RONDE " TO HAVE ACCESS TO OUR PARKING OR HAVE THE VISITOR CAR STICKER. THEY CAN PURCHASE A VISITOR CAR STICKER SEASON AT THE HARBOR MASTER'S OFFICE, PLEASE INFORM AT THE MARINA.
- 21) BOATERS ARE RESPONSIBLE FOR THEIR GUESTS AND FAMILIES. THEY MUST BE SURE TO INFORM THEIR GUESTS / FAMILY OF THE PROPER OPERATION AND RULES OF THE MARINA. IF THEY DO NOT COMPLY WITH THE RULES, THEY MAY BE DELETED IMMEDIATELY AND BE DECLINED OF ACCESS TO THE MARINA.
- 22) THE MARINA IS SECURE BY A MAGNETIC CARD SYSTEM. FOR SEASONALS, ALLOW AN AMOUNT OF \$ 20 FOR THE PURCHASE OF THE MAGNETIC CARD, NON-REFUNDABLE. PLEASE PROTECT YOUR CARD AND DO NOT BEND IT. YOU ARE RESPONSIBLE FOR THE CONDITION OF THE CARD.
- 23) THE BOAT RAMP IS PRIVATE. YOU MUST ADVISE 48 HOURS IN ADVANCE AND MAKE AN APPOINTMENT TO BE ABLE TO USE IT, WITHIN THE OPENING HOURS OF THE PORT. THIS REGULATION ALSO APPLIES FOR ANY TRAILER STORED AT THE MARINA.
- 24) NO BOAT OR TRAILER MUST GO THROUGH THE MAIN CAR ENTRY BARRIER, ANOTHER ENTRY WHICH IS **B-86** WILL BE INDICATED TO YOU WHEN MAKING AN APPOINTMENT.
- 25) IT IS FORBIDDEN TO PARK A BOAT TRAILER OR ANY KIND OF TRAILER IN THE CAR PARKING WITHOUT PERMISSION.
- 26) FOR BOATS TRAILERS STORED IN THE STORAGE PLACE MUST HAVE IN FORCE INSURANCE AND INSTALL A LOCK ON THE TRAILER AND SUBMIT A COPY OF THE REGISTRATION. THEN DELIVER A KEY TO THE LOCK TO THE MANAGER OF THE MARINA
- 27) RECREATIONAL VEHICLES ARE PROHIBITED ON THE SITE.
- 28) IT IS FORBIDDEN TO LEAVE A VEHICLE IN THE PARKING FOR MORE THAN ONE DAY WITHOUT NOTIFYING THE MARINA. IT WILL BE TOWED AT THE TENANT'S EXPENSE. IF THERE IS AN AGREEMENT WITH THE LESSOR, THE LESSOR WILL DECIDE ON THE LOCATION OF THE PLEASANT'S VEHICLE AND ASK FOR THE VEHICLE KEY DURING STORAGE ONLY IF THE PLEASANT LEAVES FOR A STAY IN A BOAT.
- 29) NO ONE IS AUTHORIZED TO SLEEP IN A VEHICLE ON THE SITE.
- 30) THE MARINA PROVIDES THE DOCK CART FOR BOATING, PLEASE RETURN THE DOCK CART TO ITS SPACES, DO NOT LEAVE THEM ON THE DOCKS & DO NOT USE IT FOR MECHANICAL.
- 31) IN 2021, THERE WILL BE A NEW HARBOR MASTER'S OFFICE INCLUDING A LITTLE BISTRO COFFEE AND A TERRACE. ALL BOATERS WHO WILL COME TO THE HARBOR MASTER'S OFFICE MUST HAVE DRESS CODE (NO SWIMSUIT). THE BISTRO AREA AND TERRACE WILL BE RESERVED FOR CUSTOMERS WHO WILL CONSUME THE BISTRO'S EXCLUSIVE PRODUCTS. NO CONSUMPTION FROM OUTSIDE WILL BE TOLERATED. THE EXTERIOR SPACE OF THE TERRACE WILL BE NON-SMOKING AND NO CUSTOMERS CAN USE THE TERRACE WHEN THE CAPITAINERIE IS CLOSED.
- 32) THE SPEED LIMIT IN THE BASIN IS 5 MPH, WAKE AND WAVES ARE STRICTLY FORBIDDEN. ALL BOATS MUST BE MOORED BACKING UP TO THE DOCK, EXCEPT FOR SAILBOATS AND PONTOONS. IT IS TO HAVE AT LEAST 3 ROPES TO ATTACH THE BOAT AT DOCK, TWO ON THE SIDE AND ONE TO ATTACH THE BACK OF THE BOAT ON THE MAIN DOCK.
- 33) DO NOT INSTALL PROTECTION ON THE DOCKS. WHICH REQUIRES NO INSTALLATION SCREWS OR NAILS OR ANY OTHER HARDWARE ON THE DOCKS. ONLY THE FENDERS WITH LINES ATTACHED TO THE BOAT ARE ACCEPTED.
- 34) **IMPORTANT AND SAFE FOR ALL! EVERY TIME A BOATER LEAVES THE DOCK FOR A NAVIGATION, HE MUST DISCONNECT HIS ELECTRICAL WIRE FROM THE DOCK TERMINAL TO PREVENT THE WIRE FROM FALLING INTO THE WATER WITH THE ELECTRIC CURRENT AND ALSO AVOID DAMAGING THE TERMINALS!**
- 35) THE BOATER MUST NOTIFY THE MARINA WHEN STARTING A SHORT OR LONG STAY WITH HIS BOAT. THE MANAGEMENT RESERVES THE RIGHT TO RENT ANY DOCK SPACE WHEN THEY ARE FREE FOR A PERIOD OF 1 NIGHT OR MORE.
- 36) IN THE PARKING NEAR THE LAUNCHING RAMP THERE IS A GARBAGE CONTAINER WHERE CUSTOMERS MUST DEPOSIT THEIR BAGS OF GARBAGE. DO NOT LEAVE GARBAGE ON THE

DOCK SPACE TO ATTRACT ANIMALS. DO NOT LEAVE YOUR PROPANE BOTTLES IN THE GARBAGE, PLEASE RETURN THEM TO DESIGNATED PLACES, WE WILL NOT RECOVER THESE BOTTLES. NO CHEMICAL OR ELECTRONICS IN GARBAGE, PLEASE RETURN TO LOCATIONS INDICATED BY THE GOVERNMENT.

- 37) FOR RETAINED BOTTLE THERE WILL BE 3 RECOVERY BINS.
- 38) THERE IS A SPACE PROVIDED FOR PARKING BICYCLES. DURING THE FIREWORKS PERIOD, BICYCLES ARE FORBIDDEN.
- 39) FOR SAFETY MEASURES, ACCESS TO THE MAIN DOCK MUST BE FREE AT ALL TIMES. NO TABLE, B.B.Q, TUBE, SMALL BOAT OR OTHER OBJECTS ARE TOLERATED ON THE DOCKS. CHAIRS ARE PERMITTED ON FIREWORKS EVENING BUT MUST NOT OBSTRUCT TRAFFIC.
- 40) **IT IS FORBIDDEN TO CONSUME AND SMOKE ANY DRUGS IN ALL PUBLIC AREAS OF THE MARINA. WE STILL TOLERATE CIGARETTE BUT PLEASE HAVE YOUR ASHTRAYS, NO CIGARETTE BUTT ON THE MARINA FLOOR AND ESPECIALLY NOT THROW CIGARETTES IN THE WATER, THINK ABOUT THE ENVIRONMENT. SMOKING IS FORBIDDEN ON THE CAPTAINER'S TERACE, ON THE GAS DOCK AND ALL INTERIOR BUILDINGS OF THE MARINA.**
- 41) NO SPILLS OF OIL, ALCOHOL, FLAMMABLE LIQUIDS IN THE MARINA BASIN WILL BE TOLERATED.
- 42) FOR ANY CHANGE OF OIL ON THE DOCK, PLEASE MAKE SURE NOT TO SPILL OIL ON THE SITE AND TO RETURN YOUR USED OIL OUTSIDE THE MARINA.
- 43) THE B.B.Q. CAN BE USED ON BOATS AND IN PICNIC AREAS, NOT ON DOCKS.
- 44) IT IS FORBIDDEN TO RUN ON THE DOCKS. NO MEANS OF TRANSPORT IS TOLERATED ON THE DOCKS AND ON THE BOARD WALK.
- 45) THE LIFE VEST IS STRONGLY RECOMMENDED FOR YOUNG CHILDREN ON THE DOCK.
- 46) PLEASE RESPECT THE MARINA'S SERVICE HOURS. NO LAUNCHING OR TAKING WATER OUTSIDE OF THE OPENING HOURS OF THE RAMP ARE TOLERATED. FURTHERMORE, MECHANICS OR ANY OTHER SUBCONTRACTING SERVICES MUST BE DONE DURING THE OPENING HOURS OF THE MARINA WITHOUT ANY EXCEPTION. PLEASE CHECK IF THE SUBCONTRACTOR IS INSURED.
- 47) SMALL MECHANICAL REPAIRS ARE TOLERATED ON THE DOCK BUT SHOULD NOT DISTURB NEIGHBORS. A SERVICE DOCK WILL BE AVAILABLE TO RECEIVE BOATS REQUIRING WORK OF LESS THAN 2 HOURS. FOR LONG TERM AND MAJOR WORK THERE IS A DRY DOCK STORAGE SPACE PROVIDED, PLEASE VALIDATE THE PRICE LIST WITH THE MARINA FOR SERVICES.
- 48) FOR ALL BOAT / TRAILER HANDLING AND STORAGE COSTS, A PRICE LIST IS AVAILABLE AT THE HARBOR MASTER'S OFFICE.
- 49) ANY BOAT INSTALLED AT THE DOCK MUST BE IN GOOD AESTHETIC AND MECHANICAL CONDITION.
- 50) IF YOU HAVE ANY MECHANICAL, PLUMBING, ELECTRICAL OR OTHER BREAKDOWN, PLEASE REMEDY QUICKLY. WE WILL NOT TOLERATE NEGLIGENCE. THE BOAT MAY BE EVICTED WITHOUT COMPENSATION IF THE RENTER DOES NOT COMMIT ANY IMMEDIATE REPAIR.
- 51) LAUNCHING AND DRYING BY THE TENANT, AS WELL AS ANY HANDLING OF THE BOAT WILL BE THE ENTIRE RESPONSIBILITY OF THE OWNER OF THE BOAT.
- 52) ANY TENANT HAS THE DUTY TO EMPTY HIS SEPTIC TANK IN ORDER TO NOT INCOMMODATE THE NEIGHBORHOOD IN THE EVENT OF AN OVERFLOW. A TENANT WHO IS SURPRISED TO DRAIN HIS SEPTIC TANK TO THE WATER IN THE BASIN IS LIABLE FOR IMMEDIATE EXPULSION.
- 53) **IT IS FORBIDDEN TO BRING GASOLINE TANKS ON THE DOCK AT ALL TIMES.**
- 54) AT THE FUEL STATION, NO BOATS CAN BE INSTALLED EXCEPT FOR REFUELING AND PUMPING THE SEPTIC TANK. ANY BOAT MOORED WITHOUT AUTHORIZATION WILL BE TOWED AT THE COST AND RISK OF ITS OWNER. DOCKING SPACE FEES WILL BE BILLED TO BOATERS WHOSE BOATS STAY AT THE DOCK OR AT THE LAUNCHING RAMP.
- 55) AT ALL TIMES MAKE SURE THAT THE BILGE PUMPS ARE OPERATING AND CHECK THE STATE OF YOUR BOAT DURING HEAVY RAIN, AS CHARGING COSTS WILL BE CHARGED IF THE MARINA MUST EMPTY THE BOAT FILLED WITH WATER.
- 56) THE COVERFIRE IS AT 9:00 PM AND 11:00 PM ON FIREWORKS DAYS. NO EXCESSIVE NOISE OR LOUD MUSIC WILL BE TOLERATED AT ALL TIMES. THE MUSIC IN THE BOAT IS FOR ITSELF AND NOT FOR THE NEIGHBORS. RESPECT FOR OTHERS IS ESSENTIAL. ANY INDIVIDUAL OR GROUP WITH UNACCEPTABLE BEHAVIOR CAN BE EXPULSED WITHOUT NOTICE, COMPENSATION OR REIMBURSEMENT.
- 57) PETS ARE ACCEPTED BUT THEY MUST BE ON LEASH AT ALL TIMES. THE CLEANLINESS OF THE PREMISES IS VERY IMPORTANT, YOU MUST HAVE IN POSSESSIONS DURING THE WALKS OF YOUR PETS BAGS TO PICK UP THE NEEDS. ANIMALS ARE FORBIDDEN IN THE MARINA BUILDINGS. NO PETS LEFT IN THE BOAT UNATTENDED. THEIR PRESENCE WILL BE PROHIBITED IF THEY HINDER MARINA USERS.
- 58) IT IS FORBIDDEN TO FISH OR SWIM IN THE MARINA BASIN. ANY ACCIDENT IS AT YOUR RISK. THERE IS A LOT OF ELECTRIC CURRENT NEAR THE DOCKS!!!

- 59) IT IS FORBIDDEN TO FEED WILD ANIMALS AND BIRDS IN THE BASIN. BIRDS DO A LOT OF DAMAGE TO THE CANVAS, BOAT HULL AND PLATFORMS. ESPECIALLY DO NOT GIVE BREAD, IT IS DANGEROUS FOR THEM.
- 60) DRONES OR ANY OTHER FLYING OBJECTS ARE FORBIDDEN IN THE MARINA.
- 61) THE THREE POLICE FORCES: GENDARMERIE ROYALE, SÛRETÉ DU QUÉBEC, MUNICIPAL POLICE HAVE COMPETENCE FOR THE APPLICATION OF LAWS AND REGULATIONS APPLICABLE TO NAVIGATION.
- 62) IN THE EVENT OF BREACH OF THE FOREGOING REGULATIONS, DISORDERS, DEPRECIATIONS OR DIFFERENCES OF CONDUCT COMMITTED BY A BOAT OWNER, HIS CREW OR GUESTS, WHICH COULD RESULT IN PERSONAL ACCIDENTS AND PROPERTY DAMAGE OR HARMFUL DAMAGE REPUTATION OF THE MARINA, THE BOAT WILL BE DELETED IMMEDIATELY, WITHOUT COMPENSATION AND REFUND.
- 63) LESSEE AGREES TO PAY THE COST OF ANY DAMAGES CAUSED TO THE LESSOR'S PROPERTY, OR TO THE PROPERTY OF ANY OTHER LESSEE OF THE LESSOR, RESULTING DIRECTLY OR INDIRECTLY FROM THE TENANT'S FAULT.
- 64) THE TENANT GIVES THE LESSOR AN IRREVOCABLE MANDATE TO DRY HIS BOAT IF HE HAS NOT TAKEN OUT HIS BOAT BY THE END OF THE DOCK SPACE RENTAL CONTRACT. ALL COSTS ASSUMED FOR THE EXIT OF THE BOAT IN THE LAUNCHING RAMP OF THE LESSOR ARE THE CHARGE OF THE TENANT, SUCH AS ALL DAILY DOCK AND / OR MOVING / DRYING AND / OR STORAGE COSTS THAT WILL APPLY.
- 65) IF THE BOAT IS NOT CLAIMED WITHIN 90 DAYS OF THE END OF THE DATE OF THE CONTRACT, IT WILL BE AS LEFT ABANDONED AND THE LESSOR MAY DISPOSE OF IT AFTER GIVING A WRITTEN NOTICE OF THE SAME TIME WITH THE NOTICE IN WRITTEN TENANT. DEPENDING ON THE SITUATION, DAILY DOCK AND / OR MOVING / DRYING AND / OR STORAGE CHARGES WILL APPLY.
- 66) THE PORT DE PLAISANCE LA RONDE DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CUSTODY AND CONTROL OF BOATS, OR FOR PERSONAL INJURY CAUSED ON THE PREMISES. THEFT, FIRES, ACCIDENTS OR ANY DAMAGE CAUSED TO THE BOAT AT THE DOCK OR ANCHOR ARE THE RESPONSIBILITY OF THE CUSTOMER.
- 67) IF THE TENANT BREAKS THE RULES OF THE MARINA, CAUSES DAMAGE TO THE SITE, TO THE FACILITIES OR TO AFFECTS THE GOOD REPUTATION OF THE COMPANY, THEY WILL BE EXPULSED AND HIS CONTRACT WILL BE TERMINATED IMMEDIATELY WITHOUT NOTICE OR COMPENSATION, NOR POSSIBILITY OF RECOURSE FROM THE TENANT TOWARDS THE LESSOR.
- 68) THIS AGREEMENT IS BINDING THE PARTIES, THEIR HEIRS, LIQUIDATORS, SUCCESSORS, EMPLOYEES AND AGENTS.