



THIS AGREEMENT made this _____ day of _____, 2025 (“the Agreement”)
BETWEEN:

 (“the Owner”)

AND

 (“the Contractor”)

AND

THE CORPORATION OF CITY OF PORT COLBORNE
 (“the City”)

CONTRACTOR AGREEMENT

WHEREAS the Owner has a boat moored at and/or stored at the City’s Sugarloaf Marina, municipally located at 3 Marina Road, Port Colborne, ON, L3K6C6 (the “Marina”);

AND WHEREAS the Owner has executed the Marina’s Winter Storage License Agreement and/or the Marina’s Mooring/License Agreement;

AND WHEREAS the Owner requires a contractor to attend to the Marina to perform repairs to the Owner’s boat;

AND WEHREAS the City does not permit a contractor to complete repairs on its premises without their prior written authorization;

AND WHEREAS the Owner has provided the necessary information of the Contractor to the City in order for the Contractor to obtain the City’s written authorization;

AND WHEREAS the City has provided written authorization for the above noted Contractor;

AND WHEREAS the Owner may from time to time require the Contractor to complete repairs to the Owner's boat or for the installation of equipment to the Owner's boat (the "Work").

NOW THEREFORE IN CONSIDERATION of the mutual promises and covenants contained herein, the Owner, Contractor, and the City agree as follows:

1. This Agreement shall become effective on the date hereof and shall remain in effect until the Contractor has completed the Work.
2. This Agreement shall not be construed as to constitute the Contractor as a representative, agent, employee, partner, or joint venturer of the City. The Contractor acknowledges that this is a non-exclusive engagement, and the City retains the right to permit other contractors to perform repairs on the boats located on Marina premises.
3. The Owner hereby confirms that they have provided the City with the name, contact information, insurance information, and all other requested information of the Contractor in order to obtain written authorization from the City.
4. The Contractor must abide by the information that was provided to the City for their authorization. Any changes to the information must be sent to the City as soon as possible and must be approved by the City in writing.
5. The Owner hereby agrees to provide 24-hour notice to the City [NTD: insert email address or name of individual to notify] prior to the Contractor entering the Marina to conduct the Work.
6. The Contractor shall check in upon arrival to the Marina and check out upon departure of each visit to the Marina.
7. The Contractor shall perform the Work during the Marina's hours of 7:00AM and 7:00PM. During the performance of the Work, the Contractor shall operate generators, engines, and radios in a manner that does not create a nuisance to those around them.
8. The Contractor shall furnish the labour, materials, products, tools, construction machinery and equipment necessary to perform the Work on the Marina premises.
9. The Contractor shall comply with all requirements outlined in the By-laws of the City and Sugarloaf Marina's Code of Conduct while conducting the Work.
10. During the completion of the Work, the Contractor agrees to meet the designated electrical safety standards with any use of shore power or extension cords located on the Marina's premises.

11. The Work must be completed in a safe manner, in compliance with all applicable laws and regulations, to provide for the safety of property and the safety of the Contractor personnel, Marina personnel, and the general public.
12. The Contractor shall comply with all environmental laws, directions, rules and regulations, and agrees not to contaminate the Marina Premises or allow any discharge of contaminants of any nature into the water within the Marina. All chemical waste must be properly collected and removed from the Marina premises. All hazardous chemicals used on the Marina premises must be approved by Marina management prior to being brought on site.
13. Any and all spills of any type on or around the Marina premises must be reported to the City immediately.
14. The Contractor shall maintain the Marina premises in a tidy condition and free from the accumulation of waste products and debris, and shall perform a clean-up, including the removal of any debris of the Contractor's work areas at the premises of the Marina.

Liability

15. Prior to any work being performed, the Contractor agrees to maintain and provide to the City a Certificate of Insurance with two million dollars (\$2,000,000.00) which is to be maintained at all times during the performance of the Work. The Contractor must provide their Certificate of Insurance to the Owner and the City twenty- four (24) hours before entering the Marina to conduct the Work. In the event the Contractor fails to provide a Certificate of Insurance in accordance with this Agreement, the City shall have the option to terminate this Agreement and withdraw its written authorization approving the Contractor. The Owner and Contractor agree that no Work will be performed unless this condition is expressly met.
16. The Contractor agrees to provide proof of Workplace Safety and Insurance Board coverage for all employees conducting the Work.
17. The Contractor hereby waives any and all claims that they have, or may have in the future, against the City and the Owner. The Contractor releases and forever discharges and holds harmless the City from any and all liability, claims and demands of whatever kind of nature including, but not limited to, any loss, damage, injury, including death, or expense that the Contractor may suffer, either directly or indirectly, either in law or in equity, which arise, or may hereafter arise from the performance of Work on the Owner's boat, and within the Marina and its premises and waters, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care.
18. The Contractor agrees to pay the costs of all damage to the Marina's property resulting directly or indirectly from the Contractor's negligence or negligence of his/her agents or employees.

19. Without limiting the foregoing, the Contractor covenants to indemnify and save harmless the City against any loss, cost, suits, claims (including penalties and fines) arising out of or in connection with the performance of the Work, the discharge or release of any fuel, chemicals, waste or other pollutants, or violation of any statute or regulation relating to the use, operation of the Owner's boat during completion of the Work by the Contractor or his/her agents or employees. The Contractor represents and warrants that his/her repairs of the Owner's boat is in accordance with all applicable laws.

Breach of Contract

20. If the Owner or the Contractor commits a breach of its obligations under this Agreement, the City may terminate this Agreement immediately with notice. The Contractor shall immediately cease the Work. Upon request by the Contractor, it is within the discretion of the City whether a cure to the breach is available. The Contractor agrees that the City or the Owner shall not be liable or responsible for any damages, loss, costs, or expenses incurred by the City or the Owner, either directly or indirectly, as a result of such termination under this Agreement.

General

21. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
22. Neither the Owner, the Contractor nor the City shall make any assignment of their rights or obligations under this Agreement, or any portion thereof, without the prior written consent of the other party.
23. Any provision of this agreement is intended to be severable. If all or any part of any term hereof is illegal, invalid or unenforceable for any reason, any illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.
24. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or telecopied or other electronic form and the parties to this Agreement adopt any signatures received by receiving telecopier machine or electronically with electronic mail as original signatures of the parties.

Signature Page Follows

IN WITNESS whereof the parties have executed this agreement by their duly authorized representatives and agree to be bound thereby as of the date first written above.

Per: _____

Name:

Title: Owner

Per: _____

Name:

Title: Contractor

I have authority to bind the Contractor

Per: _____

Name:

Title:

Date:

I have authority to bind the Corporation