

MARINA MANAGER AGREEMENT

This Agreement made the ____ day of _____, 2025.

BETWEEN:

DISTRICT OF FORT ST. JAMES
477 Stuart Drive West
P.O. Box 640
Fort St. James, British Columbia
V0J 1P0

(the "District")

AND:

(the "Contractor")

WHEREAS the Contractor has agreed to provide the District with the services described in Schedules “A” and “B” to this Agreement on a contractual basis upon the terms and conditions contained in this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the covenants hereinafter contained, and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree as follows:

TERM

- 1.1 The term of this contract shall start 9:00 AM May 12, 2025, and will terminate on 11:59 PM on September 15, 2025.
- 1.2 The contractor will deliver the services outlined in Schedules “A” and “B” for the entire term of this contract.
- 1.3 This Agreement is eligible for renewal upon its expiration. Renewal is contingent upon satisfactory completion of the services as described in Schedules “A” and “B” by the Contractor. The decision to offer a renewal is solely at the discretion of the District and is not guaranteed. Should the District choose to offer a renewal, the Contractor will be notified in writing no later than thirty (30) days prior to the expiration of the current term.
- 1.4 Under the authorization of the Director of Operations, the Contractor may be given permission to conclude the services for the year provided that there are no vessels moored at the marina, visitors staying at the Cottonwood campground and if the request is provided after the labour day long weekend of the applicable year.

PAYMENT

- 2.1 All moorage fees, campground fees and recreation rental fees collected by the Contractor are to be submitted to the District Office.
- 2.2 The contractor shall be entitled to retain 100% of all revenue from the sale of goods or services to the public, provided that the contractor obtains a business license from the District office before the date of sale or the delivery of services.
- 2.3 The contractor shall be entitled to retain all boat launch fees other than yearly boat launch fees.
- 2.4 The District will hold back 10% of the final payment for each year until all requirements are complied with.
- 2.5 The fixed payment for the services rendered by the Contractor under this agreement will be for \$ _____.
- 2.6 The annual payment schedule outlined in section 2.5 of this agreement shall be paid in monthly instalments on the first day of June, July, August, and September less the 10% holdback which shall be released annually upon confirmation the contractor has complied with all requirements.
- 2.7 The District shall make available to the Contractor a cottage and a storage shed which may be used by the Contractor during the term of this Agreement for residential, storage, or sale of goods purposes. The District shall pay charges incurred in connection with the use of the cottage for telephone and electricity service. The Contractor is responsible for the payment of all long-distance telephone calls, additional utility and internet charges.
- 2.8 The Contractor shall, at their own expense, obtain and maintain comprehensive contents insurance covering all personal and leased property within the premises against loss due to theft, damage, or destruction. The policy shall include a clause that waives any right of subrogation against the District, its officers, employees, and agents.
- 2.9 The Contractor shall maintain written records of all vessels using the Cottonwood Marina, the length of stay of each vessel at the Cottonwood Marina, and the amounts of charges paid by the owners or operators of the vessels.
- 2.10 The Contractor shall provide to the District, upon request, the records and information collected under article 2.7. All records are to be returned to the District no later than the third Friday of September of each year this contract is in force.

HOURS OF WORK

- 3.1 The Contractor shall provide or be available to provide 24 hour/day supervision at the Cottonwood Marina facility.

PERFORMANCE

- 4.1 The Contractor shall complete the services to be performed under this Agreement to the satisfaction of the District.

MARINA MANAGER AGREEMENT

- 4.2 The Contractor shall supply all labour, vehicles, equipment and tools necessary to perform the services required to be performed under this Agreement.
- 4.3 All services performed by the Contractor shall be solely within the boundaries of the District of Fort St. James.
- 4.4 The Contractor shall be courteous, respectful, efficient and effective in all dealings with the public.
- 4.5 The Contractor may provide firewood for the Cottonwood Campground at a reasonable fee, as well as fishing bait at the Marina.

REPLACEMENTS

- 5.1 In the absence of the Contractor from the Cottonwood Marina for periods exceeding two hour, the Contractor shall arrange for a qualified and suitable replacement satisfactory to the District. The Contractor shall not be absent without permission of the District for more than 24 hours at a time.

RELATIONSHIP

- 6.1 The relationship between the parties established by this Agreement is that of independent contracting parties and not that of employer and employee. As such, subject to the rights retained or granted to and the obligations undertaken by each party under this Agreement each shall conduct its business at its own initiative, responsibility and expense, and shall have no authority to incur any obligation on behalf of the other party, nor shall the Contractor have, or be deemed to acquire, any rights as employee under this Agreement.
- 6.2 The Contractor agrees to pay all assessments levied, in respect of the service performed by the Contractor under this contract under the Employment Standards Act, and the Income Tax Act, the Pension Act, Workers' Compensation Act, and the Unemployment Insurance Act and agrees that the District is not liable to pay the Contractor any benefits under those Acts or any other benefits paid by the District to its employees.

ASSIGNMENT

- 7.1 Neither this Agreement nor any right, benefit or obligation conferred or imposed hereunder is assignable in whole or in part, whether by operation of law or otherwise, by either party without the prior written consent of the other party.

TERMINATION

- 8.1 The District may terminate this Agreement for any reason at any time during the term of this Agreement or any renewal of it immediately upon notice to the Contractor with no compensation payable to the Contractor for the termination in lieu of notice.
- 8.2 The Contractor may terminate this Agreement at any time upon giving one month's notice, in writing, to the District.

AUTHORITY

- 9.1 The Contractor shall report directly to the Director of Operations, or designate, of the District and is accountable to the District Council through this individual.

DUTIES AND RESPONSIBILITIES

- 10.1 The parties agree that the duties and responsibilities of the Contractor are the services set out in Schedule "A" of this Agreement. The contractor's proposal will form part of Schedule "A".
- 10.2 The Contractor will adhere to any and all policies and procedures of the District which may from time to time be written or amended as needed by the District.
- 10.3 The Marina Manager will act in accordance to the "Marina Operations Policy & Procedure Manual" outlined in Schedule "B" of this contract.

RELEASE AND INDEMNITY

- 11.1 The Contractor shall release, indemnify and save harmless the District from any and all liability whatsoever resulting from acts or omissions of the Contractor under this Agreement, unless such liability arises out of the negligent acts of the District or its employees.

PRIOR DEALINGS

- 12.1 All prior negotiations and agreements between the parties relating to subject matter hereof are superseded by this Agreement and there are no representations, warranties, understandings or agreements other than those expressly set forth herein or subsequent hereto in writing, which latter writing shall be executed by a duly authorized officer of the party to be bound hereby.

WAIVER

- 13.1 The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any breach of any provision hereof shall not be construed as a waiver or modification of the provision itself, or a waiver or modification of any other right under this Agreement.

INTERPRETATION

- 14.1 The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the Province of British Columbia.

BINDING EFFECT

- 15.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

MARINA MANAGER AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISTRICT OF FORT ST. JAMES,)
by its authorized signatories:)

_____)
Name:)

_____)
Name:)

by its authorized signatories:)

_____)
Name:)

_____)
Name:)

SCHEDULE "A"

The Contractor shall:

1. Provide 24-hour supervision at the Cottonwood Marina facility in the District of Fort St. James;
2. Collect monthly rents **in advance** from all persons using the Cottonwood Marina facility;
3. Provide copies or other proof of liability insurance for all vessels berthing at the Cottonwood Marina to the District; under no circumstances is there to be any boats at the wharf that have not paid or do not have insurance on them.
4. Collect rents and manage reservations from persons using the Cottonwood trailer/RV site and give written receipts.
5. Rent paddleboards to persons: completing waivers, rental forms and collecting monies for paddleboards.
6. Advise persons of rules for paddle boarding, and completing inspection of paddleboards upon return for damage.
7. Report to Administration at the start of every business week to report on moorage, campground and paddle board rentals, as well as any problems observed and to turn in revenue received.
8. Maintain records of moorage, lease agreements and insurance.
9. Clean restrooms at Cottonwood Marina, Cottonwood Outhouses, Cottonwood Park, Spirit Square and Goodwin Park twice a day so that the washrooms are maintained to an excellent standard of cleanliness. The District will supply the required cleaners and supplies for all washrooms. Call Public Works if emergency maintenance is required.
10. Conduct regular checks of marina facilities and tie-up lines, such checks to be at least twice a day, with increased checking during high wind conditions.
11. Enforce all rules included in the Marina Operations Policy (Schedule "B").
12. Advise boaters of a "no wake" zone in the area of the Cottonwood Marina;
13. Clean up the docks, parking lot, causeway and the RV site of all debris, once a day or as needed. Any minor repairs, pounding of nails, minor painting, and garbage maintenance should be done by contractor.
14. Collect payment, damage deposit, waiver and rental forms, distribute boards, inspect boards when returned and advise renters of rules.
15. Dress appropriately at all times and wear provided identification badge.
16. Keep daily maintenance log book.
17. A Criminal Check is required.
18. No one under the age of 19 is permitted to look after the wharf.
19. Perform such other tasks and responsibilities as may be assigned by the Administrator or Public Works Superintendent or any other designated assigned person of the District from time to time.

SCHEDULE "B"
DISTRICT OF FORT ST. JAMES

POLICY AND PROCEDURE MANUAL

POLICY GROUP:	Buildings and Property
POLICY NO.:	3.7
SUBJECT:	Marina Operations
ADOPTED:	February 25, 2015
REVISED:	
ADMINISTERED BY:	Administration / Public Works Superintendent / Marina Manager

Policy: Cottonwood Marina operations are governed by the procedures below.

Objective: This policy establishes operational guidelines for the operation of the Cottonwood Marina.

Procedures:

Operating Season

1. The moorage season shall commence the Friday of the May long weekend and end mid-to late September of each year.
2. All vessels must be removed from the Marina on or before September 30.
3. Moorage in the Marina is prohibited between October 1 and May 1.

Lease fees

4. Marina slips are rented to a person, for a specific vessel, on a per metre, per month basis and are subject to applicable federal and/or provincial sales tax.
5. Rates are determined annually and will be advertised before registration is begins.
6. A discount of 10% is applied when a person pre-registers and pays for a whole season.
7. There shall be a 25% surcharge for commercial moorage over and above the moorage rate for regular moorage.
8. Refunds of moorage fees may be granted, but will be prorated based on discounts and to the nearest full month.

Registration

9. Lessees who had a boat moored for a full season the previous year will be notified in writing (mail or e-mail) of advance registration in February of each year. A copy of this policy and the Marina Moorage Licence Agreement (MMLA) may be included with such

notice. Those lessees notified may register and pay for a full season, for *one boat only*, up until the end of March.

There is no guarantee that they will receive the same slip as the previous year.

10. On April 1 of each year, bookings for the marina will be open to the general public, with no preference for previous users.
11. If there is remaining space available upon marina opening, additional slips may be leased to a person who already has one boat registered.
12. Moorage fees will not be accepted without proof of insurance as described in the MMLA.
13. Maximum length of a boat allowed to obtain moorage is 11 metres.
14. Personal water craft shall not be allowed to obtain moorage in the Marina.
15. Boat length shown and paid for must be accurate and include all projections from the boat (swim grid, motor, pulpit).
16. All Marina Moorage License Agreements expire at the end of their term on the date indicated on the MMLA.

Use of the Marina

17. The Marina Manager has authority to enforce this policy.
18. No boat shall be moored in the Marina until all moorage fees have been paid in full, a MMLA has been entered into and signed by both the District and the licensee, and their proof of insurance has been provided to the District.
19. The marina manager will measure a boat when it is put in and may refuse moorage for a boat that is larger than shown on the MMLA, until the correct fees have been paid.
20. The marina manager will assign the appropriate slip for a vessel at the time it is put in. Lessee's preference will be taken into account, but placement is subject to the marina manager's discretion.
21. The Marina Manager may at any time require a lessee to move a vessel to another slip in order to facilitate maximum practical usage and safety.
22. The marina manager may allow temporary use of an unoccupied slip at a daily rate, with proof of insurance.
23. The marina shall be kept in a clean, safe and sanitary condition at all times.
24. The District may terminate an MMLA and remove a subject vessel if any terms of the MMLA or marina rules are repeatedly broken.

Prohibitions

25. Boat lifts are prohibited within the Marina.

MARINA MANAGER AGREEMENT

26. Subletting of Marina slips is prohibited.
27. Causing a nuisance or annoyance to other users of the marina facility or users of adjoining or nearby lands, including occupants of the other slips within the marina or to the public is prohibited.
28. Storage of items on any of the docks within the marina is not permitted. The cost of removal and disposal of any items shall be charged to the Licensee, and shall be paid by the Licensee to the District within 30 days of receiving notice.
29. Unsightliness within the marina is strictly prohibited. No person shall throw rubbish overboard or leave rubbish on the Marina docks.
30. Commercial activities are prohibited within the marina facility unless they are authorized by the District and hold a valid business license issued by the District in accordance with the District's Business License Bylaw.
31. No person shall fasten any tire, bumper or other material to the marina docks without the Marina Manager's prior approval.
32. Fishing is not permitted from the docks. People may fish from the public deck or from the breakwater only.
33. No swimming or diving in the marina area.
34. No bikes, skateboards, scooters, or other similar recreational products are permitted on or within the marina.
35. No person shall park a vehicle or trailer in contravention of the posted requirements or time limits.
36. Living on board a vessel is not permitted in the marina at any time.

Security

37. Moorage is at lessee's own risk. The District of Fort St. James is not responsible for damages to or losses from vessels.
38. The District provides a Marina Manager to oversee operations and security. A video security system is on site.
39. Only one vessel shall be authorized to use a designated Marina slip at any one time.
40. Only registered lessees and their guests are permitted on the docks. Moorage lease holders are responsible for the actions of any guests they allow to enter the secured portion of the marina facility. Any person under the age of 16 must be accompanied by an adult.

Safety

41. Any vessel entering or leaving the lagoon area must do so in a dead slow, cautious, and seaman-like manner.

MARINA MANAGER AGREEMENT

42. Rowdy behaviour at the Marina shall not be permitted in any way and is strictly prohibited as described in the MMLA.
43. No person shall pump, pour overboard or otherwise discard any petroleum products, fuel, sewage or garbage.
44. Flammable liquids must be stored in approved containers.
45. Dogs must be kept on a leash and in the hands of a competent person at all times.
46. Owners are responsible for cleaning up after any dog brought or invited into the marina. All litter and droppings must be immediately picked up and removed from the marina.