

BOBLO ISLAND FERRY TERMS & CONDITIONS OF CARRIAGE

Use of the Amherstburg Ferry Company Inc.'s ("AFC") ferry service between the mainland of Amherstburg, Ontario, and Boblo Island ("Ferry Service") is governed by these terms and conditions of carriage ("Terms & Conditions"). In consideration of the receipt of ferry fees and/or in consideration of utilizing the Ferry Service for passage between the mainland and Boblo Island, you (the "Ferry User" and including, if a resident of Boblo Island, the "Resident Ferry User") are agreeing to these Terms & Conditions.

1. ACKNOWLEDGEMENT & ASSUMPTION OF RISK: All Ferry Users acknowledge that the use of the Ferry carries with it inherent risks and that serious injury to a Ferry User and others can occur if common sense and/or the rules of use are not followed. The Ferry User agrees that he/she is responsible for their actions while on board the Ferry. *The Ferry User agrees that use of the Ferry is at their own risk and that they are fully responsible for their own safety while on board and while boarding and unboarding the Ferry.*

2. FERRY SERVICE: The Ferry Service is provided in accordance with the Subdivision Agreement (South End) and Development Agreement (North End) entered into by Boblo Developments Inc. ("BDI") and the Corporation of the Town of Amherstburg regarding Bob-Lo Island. BDI has selected AFC to provide such Ferry Service.

3. FEE PER PROPERTY: AFC provides Ferry Service to property owners on Boblo Island on a per property basis (a "Resident Ferry User"); subject to the discretion of AFC, individuals owning more than one property must pay ferry fees based on the number of properties owned.

4. FEE FOR REGULAR USE: The Resident Ferry User agrees to pay AFC an annual fee as set by AFC by December 1st of the year preceding the year of use; if such fee is not set by that date, the rate from the previous year shall apply for the upcoming year. Such fee is for the transportation of the Resident Ferry User's person and/or personal vehicles that are driven on a regular basis and shall be paid semi-annually to AFC's address at 2199 Blackacre Dr., Unit 100, Oldcastle, Ontario NOR 1L0, unless otherwise directed in writing by AFC. Guests and their vehicles (**but not construction vehicles**) going to or from Boblo Island for the direct benefit of the Resident Ferry User are included in the Fee for Regular Use. Individuals attending Boblo Island for the purposes of a utilizing a Resident Ferry User's business or services are not to be considered Guests and will be subject to an additional ferry fee.

5. FEE FOR CONSTRUCTION VEHICLE USE: Construction vehicles required by the Resident Ferry User for the purposes of standard maintenance and routine repairs may use the Ferry without additional charge. Construction vehicles required by the Resident Ferry User for the purposes of a Major Improvement must receive prior to using the ferry written authority to do so from AFC and must pay, in advance, a fee established annually by AFC based on per square foot of new or added or renovated space, and as posted in the Schedule of Fees available at boblo.ca/fees or through the Ferry Manager. The Resident Ferry User shall submit sufficient information to AFC, such as a construction plan and/or contract, in sufficient time to allow a determination of the appropriate fee. "Major Improvement" shall include, but not be limited to, new home or service building (eg. a garage) construction, additions or renovations to existing structures, and landscaping contracts (other than maintenance contracts).

6. FERRY SERVICE NOT GUARANTEED: While AFC will use its best efforts to carry all Ferry Users to and from the Island, AFC does not guarantee ferry service to and from the Island. Ferry service may be disrupted due to, but not limited to, weather conditions, mechanical breakdowns, work stoppages, river conditions, etc. *AFC shall not be responsible for making any alternate transportation arrangements, nor shall it be responsible for any loss or damages whatsoever caused by a delay in or a lack of ferry service.*

7. EMERGENCY SERVICES: The Resident Ferry User hereby acknowledges that emergency services (including but not limited to police, fire and ambulance) are provided by the local municipality or otherwise in accordance with Boblo Island's Emergency Plan, as may be amended from time to time. Such emergency services may be affected by the suspension of Ferry Service, at which time Boblo Island's Emergency Plan will apply.

8. RIGHT TO REFUSE CARRIAGE: AFC has the right to refuse carriage of any individual, their vehicles, contents, and any passengers if, in the belief of AFC or its employees in the reasonable exercise of their discretion, it is necessary to do so to comply with any applicable laws, regulations or orders, or if failing to do so would jeopardize the safety and well-being of the vessel, its passengers, its cargo, and/or the residents of Bob-Lo Island. Further, carriage may be refused for failure to pay Ferry Fees.

9. RULES REGARDING USE OF THE FERRY: All Ferry Users ("Passengers") using the Ferry agree to abide by the following rules and procedures established by AFC for the safe operation of the Ferry:

- a) No smoking is permitted on the Ferry.
- b) All Passengers on board the Ferry will observe and follow at all times the instruction of the Ferry's captain and crew; passengers may not board or unboard the Ferry until instructed to do so by the deckhand.
- c) All Passengers and pets must remain inside their vehicle while on the Ferry, with the vehicle's engine turned "Off", the vehicle in "Park", the emergency brake engaged and the driver's side window open; keep foot on the brake.
- d) All Walk-On Passengers must remain in the designated area on the Ferry as directed by the Ferry's captain

and/or crew.

- 10. QUEUING:** Resident Ferry Users shall use the mainland queuing lanes designated for their use provided they have a resident pass, while all others must use the non-resident lanes. Each property will be issued two (2) resident lane passes.
- 11. GOVERNMENT REGULATIONS:** Passengers must comply at all times with all applicable federal, provincial and municipal government regulations and protocols governing the use and operation of the Ferry.
- 12. CONDUCT ABOARD VESSEL:** If a Passenger conducts himself or herself aboard the Ferry so as to endanger the vessel or any person or property on board, obstructs the crew in the performance of its duties, fails to comply with any instruction of the crew, fails to follow any of these Terms & Conditions, or behaves in a manner to which other passengers may reasonably object, AFC may take such measures as it deems necessary, including restraint of the Passenger, to prevent continuation of such conduct.
- 13. LOST PROPERTY:** Any items found on board the Ferry after all Passengers have disembarked from the vessel shall be reported to the office of AFC as soon as reasonably possible. Any Passenger claiming such lost property shall be required to do so at the office of AFC. This Claimant must produce means of identification and shall allow AFC to note and keep in its records any information it requires. A person making a claim for lost property must give a full description of the item being claimed to the satisfaction of AFC before AFC hands the lost property to the person making the claim. In all cases, *AFC shall not be responsible for any items left on board its vessels.*
- 14. RELEASE:** The Ferry User, on behalf of him/herself, his/her family members, his/her heirs (collectively the "Ferry User") hereby releases, acquits and forever discharges AFC and its employees, affiliates, successors, assigns, heirs and insurers (collectively, "AFC") from any claims of liabilities whatsoever without limitation that the Ferry User might have against AFC in any way arising from use of the Ferry.
- 15. INDEMNIFICATION:** The Ferry User shall indemnify and hold harmless AFC, its affiliates, employees, parent companies, etc., from any and all damages, expenses or liability resulting from or arising out of any negligence or misconduct on the Resident's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of the Ferry User. Further, the Ferry User shall indemnify and hold harmless AFC, its affiliates, employees, parent companies, etc., from any and all damages, expenses or liability claimed by another any guest or hire of the Ferry User.
- 16. LEGAL FEES:** The Ferry User agrees to pay or otherwise indemnify AFC for all reasonable legal fees and costs incurred by AFC as a consequence of the Ferry User's non-performance or violation of any of the provisions of this Agreement, including without limitation those legal fees and costs incurred in connection with any legal action taken to compel performance or recovery of fees or damages from the Ferry User.
- 17. TERMINATION:** AFC in its absolute discretion may terminate carriage of a Resident Ferry User at any time. Termination may occur "for cause" if the Resident Ferry User is in breach of any conditions or obligations hereunder, including but not limited to failure to pay ferry fees or failure to abide by these Terms & Conditions. In the event of a termination without cause, a prorated refund will be given to the Resident Ferry User for the remainder of any period of time for which payment has already been made; there will be no refund if termination is for cause. AFC shall not be responsible for making any alternate transportation arrangements, nor shall it be responsible for any loss or damages whatsoever caused by and/or arising from the termination of this Agreement.
- 18. ENTIRE AGREEMENT & NOTICE:** These Terms & Conditions supersede any and all other agreements, either oral or in writing, between the parties hereto. ***These Terms & Conditions may be modified at any time by AFC without notice to the user.*** These Terms & Conditions shall be provided to Resident Ferry User's annually with their statement of fees, shall be posted in the Boblo Island Welcome Centre on the mainland, and shall be available for review online at boblo.ca/tc.
- 19. FORCE MAJEURE:** AFC will be relieved of its obligations to provide Ferry Service in the event of: (a) an Act of God, including but not limited to pandemic situations; (b) war or any unlawful act against public order or authority; (c) strikes or other industrial disturbance; (d) storm, fire, flood, or explosion; (d) a governmental restraint; (e) extreme weather events, or (f) any other event which is not reasonably within the control of AFC, for the duration of any such event.
- 20. PARTIAL INVALIDITY:** If any provision of Terms & Conditions of Carriage is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 21. GOVERNING LAW & JURISDICTION:** These Terms & Conditions of Carriage shall be governed by, and construed under, the laws of the Province of Ontario and the Government of Canada. Jurisdiction and venue for all purposes shall be in the County of Essex, Province of Ontario.

NOTE: The Resident Ferry User acknowledges that his/her failure to have paid any outstanding ferry fees at the time of a subsequent sale of his/her Boblo Island property may result in AFC exercising its discretion to deny use of the ferry service to the Resident Ferry User's purchaser of that property.