



Marina Rules and Regulations (REV 2.3)

The Owner and all persons for whom the Owner is responsible for shall comply at all times with each of the Rules and Regulations as set out herein and shall likewise comply with such further Rules and Regulations as Maple Bay Marina (MBM) may from time to time communicate in writing to the Owner. The Owner shall also do, observe and perform all of its obligations and all matters and things necessary to be done, observed or performed by the Owner by virtue of any law, statute, bylaw, ordinance, regulation or lawful requirements of any governmental authority.

For the sake of the Marina Rules and Regulations the "premises" may be defined as the "slip" and the terms may be used as one and the same.

1. All Vessels shall be measured to determine the Length Overall (LOA). Moorage will be provided based on this measurement or the length of the slip provided, whichever is greater. This will include; dinghies or tenders (floating or on davits), outboard motors or kickers, swim grids or platforms, bow pulpits, anchors and any other extensions.
2. All Vessels must be properly maintained, including but not limited to; ensuring the Vessel is always adequately buoyant, and ensure that the Vessel **does not in any way become a hazard** to the Marina, other Vessels, or the environment. All Vessels are moored at the sole risk of the Vessel owner, and all persons using the Marina do so at their own risk.
3. All Vessels must be properly and safely moored with adequate and sufficient mooring lines, in such a way as to be **safe in all weather conditions**. Dinghies are to be tethered in a safe manner so as to not obstruct the docks, fingers, thoroughfares or channels.
4. They shall observe the 5 knot wake buoy speed limit when entering Maple Bay and Birds Eye Cove, and shall operate all vessels including dinghies and personal watercraft at a rate of speed so as to not create a wake in the marina. Running Vessels "in gear" while moored to the dock is prohibited.
5. The owner's boat shall be clearly marked with the registered name and/or license number, as required by law.
6. MBM reserves the right to inspect any boat should something unusual be noticed; however failure to inspect shall not be deemed any liability on the part of MBM.
7. MBM shall have the **right to move** the Owner's Vessel in any of the following circumstances:
(a) Emergency, **(b)** Non-payment of premises rental, **(c)** To optimize premises or power utilization,
(d) To facilitate marina construction or repairs **(e)** Standard Moorage Agreement or Visitor Vessel Registration Moorage Agreement in default or not executed.
8. MBM may, **at the Owner's expense**, make emergency repairs, or replace mooring lines, deemed necessary in the judgment of MBM, for the safety of the Owner's or other Vessels. **MBM is under no obligation to make repairs, or to replace mooring lines. Nothing in this section is intended to relieve the Owner of his responsibility for the safe mooring and care of his Vessel.**
9. MBM is **NOT** responsible for any losses or damage to boats in the Marina. The Owner will be held responsible for damage that the Owner may cause to other boats in the Marina or for damage to any structure. MBM assumes no liability for loss of any article left on any Vessel, in a vehicle or on the premises.
10. Litter, materials, equipment, bicycles, or dinghies are NOT permitted on any dock, finger or float. These items will be removed at the Owner's cost.
11. All waste materials, including, but not limited to, old batteries, tainted fuel, dirty bilge water, bilge cleaner, engine oil, and other toxic pollutants must be properly and adequately removed from the Marina and disposed of at the Owner's expense. **Under no circumstances are any such waste materials to be left on the docks or allowed to enter the marine environment. Violations will be reported to the Coast Guard.**
12. Bicycles, roller blades and skateboards are NOT permitted on the docks. Pedestrian traffic only.

13. All children **MUST** wear a personal floatation device when on the docks, and **MUST** be accompanied by an adult responsible for their safety and conduct.
14. All fuelling is to be done at the fuel dock. Portable fuel tanks/containers must also be filled on the fuel dock; they may not be filled on a vessel. No fuel cans or any substances subject to easy combustion are to be transported or stored on the docks. Portable fuel tanks/containers must have a single, self venting opening for filling and pouring with no separate vents or openings; a treated can body for minimal permeation of fuels and automatic closure, meaning a nozzle which automatically springs to the closed position when not pouring. Clean up of spilt fuel, oil or other waste is subject to a \$100.00/hour clean-up fee.
15. No reflection type electric heater, oil burner, or flame heater is to be operated unless the Owner is in attendance.
16. The electricity meter set aside for the Owner's use shall **NOT** be by-passed, nor shall extra electric extension cords be utilized to obtain un-metered electric power or to obtain metered electric power from another Vessel or Float home. All electrical connections and cords must be approved for marine usage. Tampering with breakers or electrical connections is prohibited. **Violations will result in immediate disconnection and termination of the Standard Moorage Agreement or the Visitor Vessel Registration Moorage Agreement** as applicable.
17. Signs advertising any Business(es) or Yacht Broker(s) are NOT permitted on Marina property or any vessel without the written approval of MBM. Unauthorized signs will be removed without notice. Owners will NOT operate a business on site without first obtaining the Marina's written consent.
18. Prior to commencement of any work or repairs to a Vessels, all Owners, Trades, Laborers and Workmen must obtain a copy of the Marina Policies and register at the Marina office.
19. Solicitation for business and distribution of handbills or flyers within the marina is prohibited, without Marina permission.
20. No major repairs, as defined by the Marina, shall be made to boats while in slips or parking lots.
21. Residential occupation of vessels is **NOT** permitted without Marina approval, and is subject to all **Live Aboard Rules and Regulations** and payment of fees.
22. Owners selling vessels are **NOT** allowed to transfer moorage premises without Marina authorization, and if permitted, an administration fee will be levied.
23. The Owner, or any person the Owner is responsible for, shall at all times conduct themselves in such a manner as to **avoid causing a disturbance** or in any way hindering the ability of other Marina patrons to enjoy the quiet, peaceful environment of Maple Bay Marina. **Quiet time is between 10:00 PM and 7:00 AM.**
24. All Dogs **MUST** be kept on leashes at all times and their excrement picked up and deposited in a sanitary manner while on Marina property. "Pet Pick Up" bags are available at the gates for pet owners to clean up after their pets. **Absolutely no waste should be thrown into the water.**
25. Owners must advise the Marina office in writing of any changes in their address, phone numbers or emergency contact.
26. Vehicle Parking shall be in an orderly manner in areas designated by MBM. MBM may request removal or may remove, at the Owner's expense, any vehicle or trailer parked in an improper manner. MBM must approve parking for an extended period exceeding 3 days. Owner or guest parking is **NOT** guaranteed unless as arranged with the Marina office. The full Marina Parking Policy is available at the Marina Office.
27. Marina owned wheelbarrows are supplied for the convenience of our customers to transport goods less than 18 kilos (40 lbs.) Heavier loads are to be transported using proper equipment, not generally provided by the Marina. Wheelbarrows are to be returned **promptly** to the place designated.
28. All waste and household garbage is to be recycled and/or disposed **in compliance with the Marina Recycling and Waste Reduction Programs. More information is available at the Marina office.**