



## **Trades Policy**

### **For Trades, Labourers and Workers at Maple Bay Marina**

April 2019 (2 pages)

**This document is intended to preserve public and private property within the marina and the lives, health, safety and well being of persons who use, work or maintain property in the marina. Failure to comply with these policies will result in removal of all equipment and materials at the owner's expense and reports made to the regulatory authorities.**

**1. Licenses and Permits Prerequisite to Conduct of Business**

It is unlawful to conduct any business activity within the marina unless the necessary permits and licenses are obtained. Maple Bay Marina must approve all business activity before the activity commences. **Sign in at the Marina Office is required by all Trades working on the Premises. Parking in Lot A while working at the marina is Prohibited.**

**2. Insurance**

Proof of \$1,000,000.00 liability insurance from the company, tradesman, labourer or workman performing the work and a copy of current proof of WorkSafe BC coverage (clearance letter) is required prior to performing services at Maple Bay Marina.

**3. Parking and Registration**

Any Tradesperson working on the property must check in at the Marina Office **upon arrival** every time they arrive to work at Maple Bay Marina. **Parking while working on the premise shall be in Lot B only.**

**4. Solicitation, Advertising and Signs**

***Solicitation of patronage in the marina is prohibited.*** No person shall use a vessel or float in the marina for advertising and no signs or printed matter shall be placed on any part of the marina without prior approval of the Maple Bay Marina. In those cases where approval is given, Maple Bay Marina may affix his signature conspicuously on the sign.

**5. Harbourmaster**

It is the duty of the Harbourmaster to administer the marina within the powers set forth in this document. They are charged with enforcing regulations and procedures for operation and use of the marina and enforcing the terms and conditions.

**6. Improper Disposal**

No person shall improperly dispose of any solid or liquid waste or waste of any kind in to the marina or onto the marina uplands except in receptacles or locations designated by Maple Bay Marina. Improperly disposed waste may be removed and charges assessed the owner of the waste.

**7. Noise**

Unnecessary noise or unreasonably loud equipment or appliances is prohibited.

**8. Storage**

Storage space for vessels, gear and cargo is not generally available. Terms, conditions and fees are governed by Maple Bay Marina.

**9. Fees**

Maple Bay Marina may require a deposit or payment in advance of furnishing any ordinary services and all services shall be payable at the time services are rendered.

- 10. Unauthorized Utility Connections; Interference With Marina Property**  
No person may interfere with, use or tamper with any Maple Bay Marina equipment or facility or use any utility connections without first obtaining Maple Bay Marina's permission.
- 11. Welding Equipment, Torches, Open Flame**  
No person shall use welding equipment, a burning torch or any other open flame or conduct any hot work on any dock, float or vessel within the marina without prior written permission from Maple Bay Marina. Application shall be made in person at the marina office and such application shall have a fire plan approved by the Maple Bay Marina. Maple Bay Marina shall be informed when the work is complete.
- 12. Loading or Unloading Explosives**  
Explosives are prohibited in the marina.
- 13. Unauthorized Collection of Fees and Use of Waterfront**  
No person shall collect any fees at the marina, on the waterfront or any place on the property without the Maple Bay Marina's authorization.
- 14. Vessels Operating for Hire**  
Vessels operating for hire or carrying passengers for hire must be registered with Maple Bay Marina. Proof of liability insurance (\$1,000,000 minimum) listing Maple Bay Marina as an additional insured with a waiver of subrogation is required.
- 15. Repairs and Maintenance of Vessels**  
Spray painting in the marina is prohibited. Repair or maintenance is restricted to the limits of the vessel and all materials used are to be kept on the vessel. All other repairs are prohibited and must be completed in areas designated for that purpose by Maple Bay Marina.
- 16. Accidents**  
Any owner of a vessel involved in an accident where there is a death or property damage in excess of \$500 is required to immediately notify Maple Bay Marina verbally. The owner is required to file a written report within 24 hours with Maple Bay Marina. If such accident occurs after normal working hours or when Maple Bay Marina management is otherwise unavailable, the verbal report may be made to the Police Department and they in turn will contact Maple Bay Marina. These notifications and reports do not relieve the owner of any additional reports required by law.
- 17. Property That May be Impounded**  
The Maple Bay Marina may impound abandoned property in the marina at any time, including vessels, tools and equipment in accordance with Canadian law.
- 18. Release from Impound**  
The owner may apply to Maple Bay Marina for the release of impounded vessel or property at any time in accordance with the Canadian law.
- 19. Marina Rules & Regulations**  
All Trades, Labourers and Workers must abide by the Maple Bay Marina Rules & Regulations, a copy of which is available at the Marina Office.

**Nothing shall preclude Maple Bay Marina from taking any reasonable action necessary, when in their judgment, a significant safety, health, or public interest issue is present. These rules shall not be construed to limit Trades, Labourers and Workers from taking necessary action to protect life, limb or property in emergencies.**