

# **BATHURST MARINA INC. - MARINA DE BATHURST INC.**

## **RULES AND REGULATIONS**

### **BY-LAW No. 2**

**The following rules apply to both boaters and campers (herein afterwards referred as Members, unless specifically identified) on the Marina premises.**

The Marina By-Laws summarized herein, and as amended from time to time, and all other policies and regulations established by governmental agencies, or the Marina shall form a part of the « Marina Rental Agreements » as if set forth fully therein.

#### **For all Members:**

1. Marina facilities, restrooms, and showers, etc. are provided for the use of Members, Members' family, and guests only.
2. Members shall immediately notify and reimburse the Marina for any damage or defilement which they, their vessel, equipment, guests or employees or agents may cause to the Marina property. Failure to do so may result in a request to leave the property, membership to be cancelled with no reimbursement of membership fees.
3. Members shall immediately notify the Marina for any damage or defilement which they, their vessel, equipment, guests or employees or agents may cause to the other Members' property. Failure to do so may result in a request to leave the property, membership to be cancelled with no reimbursement of membership fees.
4. Boats and campers shall be maintained in an operable condition at all times.
5. No Member may rent or loan their berth or camping lot to a third party. All rental and berthing fees (Membership fees) are a contract between to Member and Marina directly.
6. Alcohol cannot be consumed outside in any public areas. Alcohol must be confined to Member's boat, camper, and camping lot.
7. Smoking and vaping are not allowed inside facilities, restrooms, or fuel docks and on the sidewalk next to the fence of the restaurant/bar leading to the docks and on the side or the restaurant/ bar where the propane tanks are leading to the docks. Smoking and vaping must be confined to Member's boat, immediate dock area surrounding the boat, camper, and camping lot.
8. Pets will be admitted on the Marina premises but only under leash and must not run loose on the grounds or other people's boats or camping lots. Anyone whose dog soils Marina property, must clean up immediately and thoroughly. Loud barking will not be tolerated.
9. Young children must be accompanied by adults at all times.

10. Swimming, diving, fishing, scuba diving and waterskiing shall not be permitted within the Marina.

11. Fireworks, including sparklers, are not allowed within the confines of the Marina, either in the camping area or on the docks.

12. All Members shall carry current liability insurance. All Members must supply annual certificate of insurance to the Marina.

13. Any abuse of alcohol, fighting, offensive language complaints, illegal activity including use of illegal drugs, or acts of rude conduct towards any Member, guest, or marina staff will not be tolerated. Members acknowledge that with this Membership agreement such behavior is grounds for the Marina, at their sole discretion, to cancel the Membership agreement without any refund.

14. Members shall abstain from generating excessive or abusive noise. Parties (dock and campground) must conclude by 10 PM Sunday to Thursday, and by 11 PM Friday and Saturday.

15. Members shall not prop the gate open for any reason. All guests must be accompanied by the Member. The security gate shall be kept closed when Marina staff are not in attendance.

16. Aerial television antennas or satellite dishes are not permitted in campsites, docks, or boats moored in the Marina.

17. Any Member desiring to hire a third party to perform work on a Member's vessel or camper while at the Marina, must secure the Marina's prior approval before such third party (outside vendor) may perform any work.

18. No motor homes, campers, trailers, or other oversize vehicles shall be parked in the parking area without the prior written consent of the Marina manager.

19. Vehicles being left in the parking area for an extended period exceeding three days, must have the Marina manager's approval.

20. Advertising or solicitation shall not be permitted in any part of the Marina unless it's approved by the board.

21. Campfires are permitted on the Marina grounds, including the camping site only when the province of NB gives out the green fire index and that the Marina has a valid burning permit in effect as displayed in the administration office.

22. Campers or boaters are responsible for the service hookup. The Marina will not be held responsible for any damages caused to the equipment of the tenants.

23. Please alert the marina if any dangerous condition or situation which could affect the operations of the Marina. (e.g., defective wire connection or a water connection with a large leak, etc).

### **For Campers:**

1. Camping lots shall be kept clean at all times. Supplies, hoses, equipment, accessories, or debris shall not be left lying around.
2. Used batteries, oil, antifreeze, and fuel may be brought to the designated disposal area for disposal, free of charge. Batteries and fluids shall not be placed in the garbage dumpster or in the Marina waterways. All Members shall be responsible for any oil, paint, or other discharge within the Marina. Any spills must be reported to the Marina immediately.
3. No pools or spas are permitted in the campground.
4. Campers must keep all vehicles or trailers on their lot. Any extra vehicles must be parked in the designated parking lot and not on the driveway in front of their lot.
5. Small portable drying racks or drying racks integrated as part of a trailer's or motor home's construction are permitted for drying purposes. Said racks are to be kept in a location so members and guests are not in danger of injury. Drying lines and carousels are not permitted.

### **For Boaters:**

1. Boat owner and current contract lease agreement holder, family Members, guests, agents, and contributors agree to comply with all Marina rules, all approved laws, ordinances, resolutions, regulations of federal, provincial, and local entities, including Canadian Coast Guard regulations while within the confines of the Marina.
2. Boat slip and Marina are to be used at the sole risk of the boat owner, and boat owner assumes such risk. Marina assumes no liability for, and shall not be liable for the care, protection, and security of the Member's boat.
3. Boat owners are required to follow all laws and regulations of the Canadian Coast Guard and RCMP while on the water to ensure the safety of all the members.
4. Any vessel experiencing more than normal leakage must be repaired or removed from the Marina.
5. Should any Member's boat sink in the Marina, the Member agrees to raise, or remove the boat within 24 hours of its sinking. The Marina may move or have the vessel removed at the Member's cost.
6. All water vessels must be properly and safely moored with adequate and sufficient mooring lines, in such a way to be safe in all weather conditions.
7. The maximum speed for any vessel within the Marina basin or channel is 3 knots, or at a rate of speed as not to create a wake in the Marina.
8. Young children must wear an approved personal floatation device on the docks and onboard the boat.

9. Any vessel berthed at the Marina is used solely for recreational use, and shall not be used for any commercial undertaking, with the exception of law enforcement vessels, or without the express written permission of the Marina.
10. Gasoline or other motorboat fuel is not permitted to be carried onto docks or boats from shore. If boaters are going to carry extra fuel in approved containers (which may be necessary for longer voyages), such containers must be loaded on their boat only on the dock where gas is purchased.
11. Fueling of boat while moored at the owner's space or slip is strictly prohibited. Fueling of any watercraft or boat is only permitted at an approved fueling station.
12. Please make use of washroom facilities while at berth. No sewage discharge is permitted while at berth.
13. Walkways and docks shall be kept clean at all times. Supplies, hoses, equipment, dinghies, accessories, or debris shall not be left on walkways or finger piers.
14. Water, electrical cords, or mooring lines shall not cross the walkways. All electrical cords must be marine grade and have a plug with a watertight seal. Wiring must be of adequate size for power provided.
15. Boat owners shall not discharge oil, oily water, gray water, or raw or untreated sewage into the water. Retain all waste onboard vessels while at sea and dispose of it in the appropriate receptacles for compost, recycling, and waste upon your return to shore. Used batteries, oil, antifreeze, and fuel may be brought to the designated disposal area for disposal, free of charge. Batteries and fluids shall not be placed in the garbage dumpster or in the Marina waterways. All Members shall be responsible for any oil, paint, or other discharge within the Marina. Any spills must be reported to the Marina immediately.
16. Bicycles, rollerblades, and skateboards are not permitted on the docks.
17. Dock carts are provided for dock use only and should be returned after use.
18. Laundering and drying of laundry on docks, finger piers, deck, or vessel's rigging is not permitted.
19. Marina does not provide trash service from the docks. It is the responsibility of each Member to properly dispose of trash or recyclables in appropriate and designated bins when leaving the Marina.
20. There shall be no barbecues, welding equipment, burning torches or any other open flame apparatus used within the Marina "docks". Gas BBQs securely mounted within the boat are acceptable. Any form of heater on a boat can be a serious fire hazard. Unattended portable heaters will not be allowed on any boat in the Marina.
21. Painting or sandblasting on site, other than roller or brush, must be approved by Marina, and meet all regulations with no threat to neighboring boats or equipment.

22. Mooring in non-rented slips is prohibited. Such boats will be towed and stored at the Marina at owner's expenses.

23. The subleasing of slips, transfer of boats between slips or from one slip to another, shall not be allowed, except upon written pre-approval of Marina.

24. The finger pier between slips is for the use of boats on each side.

25. Summer boat slips are rented, and not the boaters' exclusive property. The Marina reserves the right to sublet seasonal boat slips to transients when not in use.

26. Any physical changes or manipulations of Marina docks must be approved by management.

27. Local visitors must rent a daily berth of 2\$ per foot for the day if they come for a visit or food and drinks at the restaurant/bar and must provide proof of insurance.

28. All moorage fees are non-refundable.

29. Only one vessel may be moored in a slip.

30. No Member may live habitually or permanently on board any vessel moored in the Marina, without written permission of the Marina manager.

31. Bathurst Marina Inc. reserves the right to board any vessel that presents, in the opinion of the Marina manager, an unsafe condition which is deemed to be hazardous to the Marina or surrounding vessels. Bathurst Marina 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.

32. The Marina may, at the owner's expense, make emergency repairs, or replace mooring lines, deemed necessary in the judgment of the marina manager, for the safety of the owner's or other vessels.

33. All Members must advise Marina office promptly of any changes in vessel ownership, insurance coverage and their contact information (addresses, phone numbers and e-mail addresses).

34. The wharf is to be used for loading, unloading, and fueling up. Any extended period of use must be approved by the manager.

35. No vessels may anchor in the Marina basin or channel.

36. Movement of vessels from the dock is not permitted while others are moving into or out of adjacent the dock, or any adjacent channel.

37. Members shall keep their vessels free of fish remains or foul fish odors. Fish gutting and cleaning is not permitted in the Marina basin or channel.

38. Members are required to remove their boat trailers from the Marina premises once their vessel is launched. Boat trailers shall not be stored long term on Marina premises without the written permission of the Manager.

39. Sailboat shrouds or standard rigging must be secured in such a way as to not generate noise while moored at their slip in the Marina.