

BATHURST MARINA INC. - MARINA DE BATHURST INC.

RULES AND REGULATIONS

BY-LAW No. 1

The following rules apply to boaters and campers on the Marina premises

1. Boat owner and current contract lease agreement holder (herein afterwards referred to as a member), 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 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. Marina facilities, restrooms and showers, etc are provided for the use of boat owners and campers. Please make use of washroom facilities while at berth.
4. Marina member shall immediately notify and reimburse Marina for any damage or defilement which they, their vessel, guests or employees or agents may cause to the Marina property.
5. Boats shall be maintained in an operable condition at all times.
6. Any vessel experiencing more than normal leakage must be repaired or removed from the Marina.
7. Should any member's boat sink in the Marina, member agrees to raise, or remove boat within 24 hours of its sinking. The Marina may move or have the vessel removed at the member's cost.
8. All vessels must be properly and safely moored with adequate and sufficient mooring lines, in such a way to be safe in all weather conditions.
9. The maximum speed for any vessel within the Marina bassin or channel is 3 knots, or at a rate of speed as not to create a wake in the Marina.
10. Alcohol can not be consumed outside in any public areas. Alcohol must be confined to tenant's boat, and the immediate dock area surrounding the boat.
11. Smoking and vaping is not allowed inside facilities, restrooms, or fuel docks.
12. Pets will be admitted to the Marina only under leash, and must not run loose on the grounds or other people's boats. Anyone whose dog soils Marina property, must clean up mess immediately and thoroughly. Loud barking will not be tolerated.
13. Young children must be accompanied by adults at all times, and they must wear an approved personal floatation device on the docks and onboard the boat.
14. 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.
15. Swimming, diving, fishing, scuba diving and waterskiing shall not be permitted within the Marina.
16. Gasoline or other motorboat fuel is not permitted to be carried onto docks or boats from shore. 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.
17. Fireworks, including sparklers, are not allowed within the confines of the Marina or from docked boats.
18. All owners, tenants shall carry current liability insurance. All boaters must supply for the Marina an annual certificate of insurance.
19. 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.

20. 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.
21. Boat owners shall not discharge oil, oily water, grey 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 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.
22. Bicycles, rollerblades and skateboards are not permitted on the docks.
23. Dock carts are provided for dock use only, and should be returned after use.
24. Any abuse of alcohol, fighting, offensive language complaints, use of illegal drugs, or acts of rude conduct towards any boater, guest or marina staff will not be tolerated. Members acknowledge that with this rental agreement, such behavior is grounds for the Marina, at their sole discretion, to cancel docking privileges without any refund.
25. Dock parties must conclude by 10 PM Sunday to Thursday, and by 11 PM Friday and Saturday.
26. 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.
27. There shall be no barbecues, welding equipment, burning torches or any other open flame apparatus used within the Marina. 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.
28. Painting or sandblasting on site, other than roller or brush, must be approved by Marina, and meet all regulations with no threat to neighboring boat or equipment.
29. Member shall not prop the gate open for any reason. All guests must be accompanied by the member. Security gate shall be kept closed when Marina staff are not in attendance.
30. Parking in non-rented slips is prohibited. Such boats will be towed and stored at the Marina at owner's expenses.
31. 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.
32. The finger pier between slips is for the use of boat on each side.
33. 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. Any physical changes or manipulations of Marina docks must be approved by management.
34. Local visitors must rent a berth if they use the Marina facilities more than three times during a season.
35. All moorage fees are non-refundable.
36. Only one vessel may be moored in a slip.
37. Laundering and drying of laundry on docks, finger piers, deck or vessel's rigging is not permitted.
38. Aerial television antennas or satellite dishes are not permitted on docks or boats moored in the Marina.
39. No member may live habitually or permanently on board any vessel moored in the Marina, without written permission of the Marina manager.
40. 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 premisses 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.
41. Bathurst Marina may, at the owner's expense, make emergency repairs, or replace mooring lines, deemed necessary in the judgement of the marina manager, for the safety of the owner's or other vessels.
 42. Any member desiring to hire a third party to perform work on member's vessel while at the Marina, must secure the Marina's prior approval before such third party (outside vendor) may perform any work.
 43. 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).
 44. 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.
 45. Vehicles being left in the parking area for an extended period exceeding three days, must have the Marina manager's approval.
 46. The wharf is to be used for loading, unloading and fueling up. Any extended period of use must be approved by the manager.
 47. Advertising or solliciting shall not be permitted in any part of the Marina.
 48. No vessels may anchor in the Marina bassin or channel.
 49. Movement of vessel from dock is not permitted while others are moving into or out of adjacent dock, or any adjacent channel.
 50. Members shall keep their vessels free of fish remains or foul fish odors. Fish gutting and cleaning is not permitted in the Marina bassin or channel.
 51. 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.
 52. Sailboat shrouds or standard rigging must be secured in such way as to not generate noise while moored at their slip in the Marina.
 53. Campers shall abstain from generating excessive or abusive noise. Parties must conclude by 10 PM Sunday to Thursday, and by 11 PM Friday and Saturday.
 54. No campfires are permitted on the Marina grounds, including the camping site, with the exception of the tent site adjacent to the launching ramp, and confined within the designated outdoor fire pit.
 55. The Marina Rules and Regulations 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.