



**BRONTE OUTER HARBOUR MARINA
RULES AND REGULATIONS
Revised Jan 2017**

All boat owners ("hereinafter referred to as Owners"). must abide by all of the following Bronte Outer Harbour Marina ("hereinafter referred to as Marina") rules and regulations or risk having their docking or land storage privileges terminated immediately.

1. Summer docking will be available from May 1 to October 14 inclusive. Winter storage is from October 15 to May 1st inclusive.
2. **Owners** and are responsible for their crew and guests at all times. Bearing in mind boaters are generally an early to bed and early to rise group, **Owners** are required to exercise sound discretion in the operation of generators, engines, radios and stereos, etc. **2300 to 0700 hours will be enforced as quiet hours** by an afterhours staff member. **Owners** refusing to abide by these rules risk having their docking privilege terminated.
3. **Owners** and/or their regular crew are permitted to carry out work on their vessels provided such work is done in a safe and clean manner, adhering to the Marinas Clean Marine Policy. It is understood that **Owners** and/or their crew do such work on their vessels at their own risk.
4. **Owners**, Tenants, Brokers and Skippers shall not retain outside contractors, service organizations, corporations or individuals to undertake any work on a boat in the **Marina** areas without first having obtained the approval of the Management. **All contractors must provide the Marina a copy of their current workers compensation and liability insurance coverage before beginning work in the Marina facility as well as sign and agree with the Marinas contractor liability form and Clean Marine Policy.**
5. All vehicles and other items (e.g. trailers, motorcycles) must be currently plated and insured (property and liability) while on the **Marina** property. Vehicles that are located in the confines of the **Marina** that are not in operation condition or have flat tires will be tagged and towed at the Owner's expense.
6. Cleaning of paintbrushes and supplies, dumping of portable toilets, or any other hazardous materials in the washrooms, or anywhere within the **Marina** facility, is not permitted. All paints and any other hazardous materials must be disposed of by the **Owner** or crew at a local, licensed facility.
7. All boats utilizing the facility must be registered, licensed, insured and must be identified and equipped in accordance with the Canada Shipping Act, Small Boat Regulations and the Department of the Environment Standards.
8. Refuse is to be placed in the containers provided. Garbage left around or under vessels will be cleaned up at the **Owner's** expense. **Absolutely no containers of oil, gas, or any other toxic material or liquids are to be placed in garbage bins. Oil and anti-freeze recycling tanks are located behind the Marina Office. Empty contaminated plastic containers can be disposed of in the black RPM Environment totes. Used Batteries should be placed behind the Marina office for recycling.**

9. **Its is the responsibility of the Owner** to remove all personal items such as water hoses, electrical cords, cleaning supplies, etc, left in, on, or around pedestals or dock boxes before the completion of the summer season. The **Marina** will not be responsible for any items left on the docks, or in dock boxes beyond the summer season.
10. Dock boxes must be removed before the end of the summer season. The **Marina** will not be responsible for dock boxes, or their contents left on the dock for the winter.
11. No advertising or soliciting will be permitted in the **Marina** areas unless authorized by the **Marina** Management.
12. All debts due by the **Owner** shall be paid to the **Marina** on demand, in any event, upon the termination of the Winter Storage Agreement as well as the Summer Docking Agreement.
13. All past due amounts bear interest at a 2% per month (24.00% per annum) on the outstanding balance.
14. NSF cheques will be charged a \$30.00 administration fee in addition to any bank service charges levied.
15. All boats must be identified with Boat Name or Registration Number clearly visible. All **Marina** Lease Agreements must have boat name and/or registration number filled in or services will not be provided. It is a requirement that all boats carry all-risk and liability insurance and **it is the Owners responsibility to ensure the marina is supplied with proof of current insurance coverage at all times, Owners who allow the proof of insurance to expire will have their access keys to the Marina facility de-activated.**
16. Swimming and/or diving are strictly prohibited within the confines of the **Marina**.
17. Fishing is strictly prohibited within the confines of the **Marina**.
18. All personal property must be removed from the **Marina** areas upon the termination of Dockage or Storage Rental Agreement.
19. When pets are brought into the confines of the **Marina**, the Oakville Leash Law MUST be observed as well as the collection of droppings. **PETS ARE FORBIDDEN IN THE WASHROOMS.** Infraction of these rules will result in immediate loss of slip or storage privileges.
20. The **Marina** will not be liable for injury, or loss to person or property arising in connection with the use of the **Marina** areas or of any of the **Marina** services, equipment or other facilities; however caused, including without restriction the generality of the foregoing, the improper placement of shifting of channel markers, buoys or other navigational aids in the **Marina** areas, including approach channels.
21. The **Marina** shall place a lien against the boat, gear and contents for unpaid sums due for use of the **Marina** facilities or for damage caused or contributed to by a vessel or by the **Owner**, his passengers, crew or guests, to any dock or property of the **Marina** or any other person on the **Marina** premises. In addition to the lien herein provided for, the **Marina** shall have a lien under The Repair and Storage Lien Act, R.S.O. 1989. The **Owner** will be liable for all costs relating to enforcing the lien.
22. As water levels are beyond the control of the **Marina**. The **Marina** wishes to point out to all boaters that it WILL NOT be responsible for any damages caused by reduced water levels. Each boat owner is hereby advised to ensure there is a sufficient depth for safe passage to and from the docking area.

23. The Marina hereby notifies all owners, boaters, guests and agents that the water from the docks cannot be guaranteed to be safe for human consumption and should not be used for such under any circumstances.
24. For reasons of safety, use of customer-owned cradles is subject to the approval of the **Marina**, however the **Marina** will not be held responsible for the integrity of approved cradles. The **Marina** reserves the right to use its own identification system on customer owned cradles. All unidentified cradles or trailers on the **Marina** property will be removed and/or destroyed at **Owners** expense.
25. It is strongly recommended that outboard motors, electronic instruments, food, alcohol, and other items, which are susceptible to theft, be removed from vessels in Winter Storage. The **Marina** is not responsible for personal property left on the vessel.
26. In the event that an emergency may, in the opinion of the **Marina**, exist the **Marina** may remove any boat from one space to put into another at the **Owner's** risk. The **Owner** will, when required by the **Marina** or in the event of an emergency, move his/her boat immediately in accordance with the instructions of the **Marina**. The **Marina** may at any time move a boat at the **Owner's** expense and risk when the boat is unattended and the **Marina** prudently requires such a move.
27. In the event of mechanical failure or other malfunctions occurring to the gear, pumps, equipment, rigging or engine or hull of a boat which, in the opinion of the **Marina**, constitutes an emergency or other threat to the safety of the boat or other boats in the **Marina** areas, then, and in that event, the **Marina** may make on behalf of the **Owner** all such emergency repairs as may, in the absolute discretion of the **Marina** be deemed necessary under the circumstances. These repairs shall be made as economically as possible and the cost thereof shall be a debt due from the **Owner** to the **Marina**. The **Marina** is under no duty to affect such emergency repairs and will not be liable to affect such repairs.
28. In the event that a boat collapses in its storage space or elsewhere in the **Marina** areas, then the **Owner** must remove such wreck forthwith. If the **Owner** fails to do so, then the **Marina** may remove the wreck at the **Owner's** expense and the cost thereof shall be a debt from the **Owner** due to the **Marina**.
29. Winter Storage Agreements are for the provision of a storage space only and the **Marina** services, equipment and other facilities are to be used entirely at the risk of the **Owner**, his passengers, crew or guests. **The Marina will not be liable for the care or protection of the boat and its contents, the passengers, crew or guests or for any loss, damage or injury occasioned to the boat and its contents or to the Owner, passengers, crew or guests, however caused. Boat Owners will indemnify and save harmless the Marina from any liability, damage or expenses for which the Marina may be held liable in any action arising out of the use of the Marina areas or of any Marina services, equipment or other facilities by the Owner, his passengers, crew or guests.**
30. The entire Winter Storage fee includes the cost of lifting the boat out of the water and placing it in a suitable location during the Fall and then placing the boat back in the water during the Spring. Placement and location of your boat at the facility is at the sole discretion of the **Marina**. Should a boat **Owner** decide not to place the boat in the water during the Spring months (for whatever reason) the fees are not reduced in any way. The Summer Dockage Fee becomes effective on May 1 of each year and the Winter Storage Fee becomes effective on October 15 of each year.

Pads used on cradles and trailers must be removed prior to the cradles and trailers being stored at the **Marina**. The **Marina** is not responsible for pads. It is the **Owners** responsibility to find suitable storage facilities on their own property for pads.

31. The Winter Storage fee is strictly for the provision of storage services and it absolutely does not include the following services and responsibilities, which the vessel **Owner** must provide.
 - ⊗ White tarps or protective covering for vessel. This includes mast openings, hatches, cockpit covers, etc.
 - ⊗ Winterizing engines, holding tanks, water tanks, pumps, boat exteriors, or any other necessary winterization service.
 - ⊗ Removal and/or maintenance of radio antennas, weather indicator, navigation lights, fenders and mooring lines.
32. Should the Vessel's ownership change in Summer or Winter storage then the Vendor must notify the **Marina** in writing of the ownership change immediately. The **Marina** will not recognize ownership unless written notification is received and a copy of the new insurance policy in the purchasers name is also received. Written notification must include the name, address and telephone numbers of the Vendor and Purchaser.
33. The **Bronte Outer Harbour Marina** will not issue refunds for Winter storage or Summer dockage fees should a vessels ownership change. Ownership changes during the winter or summer seasons will be subject to a transfer fee as well as a pro-rated contract fee. Fees will be calculated on a case by case basis. The **Marina** reserves the right to accept or decline to the new purchaser as a resident at the **Marina**.
34. In the case where a customer provides the **Marina** with a trailer or cradle to store the **Owners** vessel on, it is agreed and understood that the **Marina** in no way whatsoever warrants or implies that the trailer is properly designed, manufactured or suitable for the vessel. There is a charge for storage of a trailer or cradle on the **Marina** property.
35. All powerboat antennas must be removed or lowered prior to lift-out or launch.
36. Boats exiting the **Marina** cannot leave until accounts are paid full by cash, certified cheque, Visa, Mastercard or Debit card. If paying by a regular cheque a one-week processing period must be given prior to the boat leaving.
37. Any damage done to your boat by the **Marina** staff while lifting or moving the vessel must be reported to the **Marina** and an incident report is to be filled out by management within 24 hours of the damage occurring.
38. There is absolutely no use of heaters (propane, fuel or electrical) allowed while a boat is in storage.
39. The **Owners** storage contract is for storage only and does not include the use of hydro. While electrical outlets are available for limited and occasional use while a boat is in storage, the **Marina** reserves the right to levy additional charges if in the **Marina's** sole opinion; the electrical consumption is not of a limited or occasional use. DURING WINTER STORAGE, NO ELECTRICAL CORDS MAY BE LEFT PLUGGED IN WHILE UNATTENDED. UNATTENDED CORDS WILL BE UNPLUGGED. SECOND OFFENCE THE CORD WILL BE REMOVED AND YOUR INSURANCE COMPANY NOTIFIED.
40. **Owners** of boats in winter storage that have paid for their winter storage in full and who dock their boat at another **Marina** for the summer season are subject to the following conditions regarding Spring Launch.
 - ⊗ Boats launched prior to May 1, may use a slip at the **Marina** until May 1 at a reduced charge. This condition is subject to slip availability.
 - ⊗ Boats remaining in the **Marina** after May 1 must make arrangements for transient docking services and pay in advance for the period of their stay.

41. Only the **Owner** may use the assigned berth or moorings, except with the approval in writing from the Management.
42. Vessels not ready for launch when scheduled will be subject to a relocation charge of \$100.00 and/or if moved to accommodate the launch of other boats, will also be subject to an additional charge. The **Owner** accepts full financial responsibility to have the travelift lift out their vessel should they not be present on the dates of haul out.
43. Boats shall be secured to the assigned berths or mooring with fully adequate lines, springs, or chains supplied by the boat **Owner**, as appropriate. When required, the **Marina** staff may ask **Owner** to renew chafed, frayed or damaged lines, or may replace seriously damaged lines as necessary at the **Owner's** expense. **Owners** should use sufficiently heavy weight braided nylon. The **Marina** is not liable for damage caused by lines becoming loose or broken. Every boat should have a bowline and stern line and two spring lines.
44. Within the confines of the **Marina the speed limit is 4 knots and a NO WAKE ZONE.**
45. Boats are required to enter and leave the **Marina** areas, berths and moorings under engine or paddle. **Arrival and departure under sail alone in the confines of the Marina is prohibited.**
46. Towing operations must be cleared with the **Marina** staff before doing so.
47. **Owners** are strongly urged to make the wearing of lifejackets or personal flotation devices mandatory for small children and non-swimmers around boats, berths and moorings. When underway, lifejackets are, of course, mandatory for everyone on board.
48. Small children must be under the supervision of a responsible adult or competent youth at all times.
49. Sailboat **Owners** and Skippers are required to tieback halyards and lines that may slap against masts.
50. **Owners** and Skippers are not permitted to transfer mooring, or berthing facilities or transfer a boat from one berthing or mooring facility to another without the approval in writing from the Management.
51. No business activity connected with boats or boating or both, including the boat brokerage business or charter business and any activity associated with such business, will be carried on in, or from the **Marina** areas or in any other location on the site unless authorized in writing by the Management, and the addresses of the **Marina** will not be used for business purposes unless authorized by the **Marina** in writing. **All Charter vessels must be approved in writing by the Management of the Marina, and must display a current year certificate sticker issued by Transport Canada, carry a minimum of \$5,000,000 liability insurance, and have the marina named as additional insured on the certificate of insurance .**
52. No person shall store supplies, accessories, debris or other materials on the docks. Lockers and chests are not allowed on the docks or on the **Marina** property unless approved by **Marina** Management.
53. Painting, scraping or repairing of gear will not be allowed on the docks or piers. **Owners** may relocate their vessels to the **Marinas** service dock to complete such work with the **Marinas** permission.

54. In the event that a boat sinks at the dock or elsewhere in the **Marina** areas, then the **Owner** must professionally remove such wreck and subsequent spillage forthwith. If the **Owner** fails to do so immediately, then the **Marina** will professionally remove the wreck and subsequent spillage at the **Owner's** expense, and the cost thereof shall be a debt due from the **Owner** to the **Marina**. The **Marina** reserves the right to cancel the Agreement and repossess the slip should sinking occur.
55. Discharge of waste oil, contaminated bilge water, or any other contaminant overboard in the **Marina** is strictly prohibited and cause for immediate termination of docking privileges. Contaminated discharges will be professionally removed at the **Owners** expense. Any **Owner** not abiding by this rule may be subject to criminal prosecution under Acts enforced by the Ministry of the Environment.
56. Summer Docking accounts are to be paid in full by April 1st of each year or upon occupancy of the slip, whichever comes first. Winter Storage accounts are to be paid in full by October 15th of each year, or upon haul of vessel, whichever comes first. Payment for the slip must be made in full before the boat can be launched. Boats occupying slips that are not paid for in full are subject to immediate removal from the slip by the **Marina**. The boat **Owner** will be subject to any lift, storage and other charges associated with removing the vessel from the slip
57. Please note that the **DEFERRAL** of Summer Docking fees into a series of payments over the summer is not a payment option.
58. An **Owner** who occupies a slip in effect holds the "rights" to that slip. The term "rights" in context refers solely to a **Owners** candidacy for renewal on the same slip from season to season. As a candidate for occupancy of the slip, the **Owner** will be offered the slip first. The offer is extended by the **Marina** and can be revoked at any time at the **Marina's** discretion.
59. **Owners** will be issued gate key fobs, a \$20.00 security deposit each applies, which allow them access to the **Marina** by activating the security gates. Should a gate fob be lost or stolen a replacement is available for \$20.00. **Key fob are electronically associated specifically to the individual boater, please do not "loan out" or let anyone borrow your key fob for any reason.**
60. The storage of portable gas cans or other gasoline storage devices on the docks is strictly prohibited. Likewise, the transportation of these gas cans, etc. by person or by vehicle on the **Marina** property is strictly prohibited. These cans, etc. represent a safety hazard and will be immediately confiscated upon identification. Fuelling of vessels, using portable containers, is strictly prohibited within the confines of the **Marina**.
61. The storage of a mast on the deck of a vessel while the vessel is berthed in a slip creates an obstruction to the safe use of the main dock by pedestrians and is prohibited. This applies only if the mast extends beyond the bow or stern.
62. The **Marina** requires at least two (2) weeks notice in writing for any boat in winter storage that will be leaving before our spring launch begins so that it may be made accessible for removal. Extra charges will be levied if other boats have to be moved to accommodate this.
63. **Barbecues or fires** of any kind will not be permitted on the boats (unless non-charcoal and securely fastened), and are not permitted on docks, on the boardwalk or within the confines of the **Marina** except for **Marina** supplied BBQ's in designated areas.
64. Boat coverings/Shrink-wrap/Tarps: The **Marina** would like to take pride in the appearance of the winter storage yard - both at ground level and from the balconies of apartments overlooking the

Marina. All shrink-wrapping will be white only. We recognize the fact that boaters may already have their own tarp, and that it may not be light in colour. Usually, these tarps only last 2-4 seasons and the **Marina** strongly suggests a white or light coloured tarp the next time a tarp purchase is made. BOHM thanks you in advance for your co-operation on this matter.

65. Environmental Issues: sanding, fiberglass repairs bottom painting, etc. All boats having a repair etc. will have to follow certain environmental rules and regulations.

- ✿ Plastic drop sheets must be placed on the ground to catch all dust, debris, paint chips etc., so that those items will not seep into the ground. When work is finished, gently fold the sheets together to gather the waste materials for dumping.
- ✿ Drop sheets must be taped onto the sides of the boat so that the wind does not displace the falling matter away from the ground sheet.
- ✿ It is recommended to use ductless sanders when sanding the boat.
- ✿ All toxic antifreeze used to winterize must be contained and not dropped or spilled on the ground. As antifreeze exits the exhaust a container must be provided to catch the waste antifreeze. Also, if oil or other toxic substances are present in your bilge you must collect and dispose of the substance before removing the bilge drain plug.
- ✿ The boat **Owner** must agree to take all necessary precautions to prevent spills of any materials, liquids, or gases used during the course of work performed on **Marina** property, to report any spills that do occur as a result of such work and to bear the total clean-up costs associated with such spills.

66. It is the responsibility of the boat **Owner** to maintain his/her boat and keep it in a clean, seaworthy condition. If in the opinion of the **Marina** Management a vessel has become unsightly, unseaworthy or both, that vessel may be removed from the **Marina** at the **Owners** expense.

67. Any violation of these Rules and Regulations or any disorder or indecorous conduct by the **Owner**, his passengers, crew or guests, that might in the opinion of the **Marina** injure any person, cause damage to property or harm the reputation of the **Marina** shall be cause for immediate termination of the Dockage and Storage Agreement by the **Marina** and eviction of the **Owner**, his passengers, crew or guest from the **Marina** area.

68. In the event that costs, beyond the control of the **Marina**, such as hydro costs, are unexpectedly increased, the **Marina** will be required to implement surcharges throughout the season to offset such expenses. **Owners** will be notified if such surcharges are introduced.

Thank you,

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