

**TURTLE BAY MARINA
6-2860 WOODSDALE ROAD
LAKE COUNTRY, BC, V4V2L2**

Dock 250-766-3120

RULES AND REGULATIONS

If these rules and regulations are not adhered to, management may terminate your moorage and no refund will be issued.

- 1. Use:** Boat Owner shall use said boat for pleasure and recreation only, and no commercial ventures of any kind shall be undertaken by the Boat Owner from the Marina. All Boat Owners and their invitees and guests shall observe and adhere to all Federal and Provincial statute and regulations, including but not limited to, Coast Guard Regulations regarding the use and occupancy of pleasure marine craft on Canadian waters.
- 2. Storage on Dock:** Boat Owner shall keep the dock area adjacent to his berth or mooring space clean and litter free. Nothing shall be stored thereon, including but not limited to supplies, materials and debris, nor may any Boat Owner construct thereon any lockers, cabinets, ramps or similar structures.
- 3. Mooring of Boats:** Boat Owner shall insure that said boat is safely moored with lines adequate for weather conditions using a minimum of ½ inch nylon line and proper bumpers.
- 4. Parking:** The Marina maintains a parking lot for gratuitous use by Boat Owner at Boat Owner's own risk. Boat Owner is entitled to leave one automobile in the parking lot while on board his boat. Boat Owner shall not park an automobile except in the designated parking area.
- 5. Boat Repairs:** Ordinary light maintenance may be permitted on the boat in the Marina in the clients moorage stall. Boat Owner must notify Marina in advance of employment of outside commercial labour on the boat. Minor repairs may be made on the boat while in its slip or mooring space. No paint thinners or other petroleum products are permitted on the docks.
- 6. Hazardous Activities:** Spraying paint, welding and burning are strictly prohibited in the Marina. Contamination of the environment by Boat Owners for the use of hazardous materials, including fuel, may result in the personal liability of the Boat Owner for any cleanup required by Federal or Provincial statute or regulation.
- 7. Shifting of Boat in Owner's Absence:** The Marina reserves the right to remove said boat whenever the Marina deems it necessary for safety or maintenance of the Marina area, provided however, that the Marina is not obligated to move or adjust any lines for the boat.
- 8. Waiver of Terms and Conditions:** No failure of the Marina or its employees to enforce any of the terms and conditions herein is or shall be considered to be a waiver to such term or condition in the absence of an express written waiver by the Marina.
- 9. Disorderly Conduct:** Disorderly conduct on a boat, on the dock or within the Marina area by a boater or his visitor(s) is prohibited and shall be cause for immediate removal from the Marina of the boat and the individual(s) involved. Loud dockside parties are prohibited.
- 10. Refuelling:** Boats shall be refuelled only in the designated areas from the approved gas pumps without spillage or contamination of the environment. No boats or motors will be refuelled

while in the slip areas. No fuel may be transferred from one container to another on the Marina premises, nor may fuel be brought onto the Marina premises.

11. **Advertising:** No advertising, soliciting or the operation of any business will be permitted within the Marina unless previously approved by the Marina.

12. **Slips:** Only one boat is permitted in each slip.

13. **Excess Speed:** No boat within 300 feet of the Marina shall be operated in excess of the "no wake" speed. Speeding out of the marina will not be tolerated and will result in the loss of their moorage stall.

14. **Swimming:** No swimming or diving will be permitted within the Marina unless in a designated area.

15. **Refuse:** No refuse will be thrown overboard.

16. **Loss or Damage:** Marina shall not be responsible for any losses or damages to the boats in the Marina arising out of negligent acts or omissions of Boat Owners and guests. Each Owner shall be responsible for damages, which he may cause to other boats, or for damages to any structure. The marina is not responsible for any contents in the boat.

17. **Sale of Boats:** Any boat for sale in the Marina will be shown by appointment only by the Owner or the Owner's Agent.

18. **Inspection:** The Marina reserves the right to inspect all boats to insure that they meet the Marina's standards prior to unloading and at any time thereafter while the boat is in the Marina area. In the event the Owner fails to maintain the boat in a clean and operable manner, Marina reserves the right to cancel the lease and require the Owner to remove the boat from the Marina. In the event the Owner fails to do so, the Marina reserves the right to remove said boat at the expense of the Boat Owner.

19. **Automatic Bilge Pumps:** All boats shall be equipped with automatic bilge pumps.

20. **Fire Extinguishers:** All boats must have the proper type of equipment as required by the Canadian coastguard regulations.

21. **No Rental or Business Activities:** Boat Owners may not sublet, lease, or assign their boat slips nor may they conduct any commercial business activities on their boats or on the premises so long as they maintain their boat at the Marina. However, Boat Owners may, within the discretion of the Marina, grant third parties permission to use their boat upon the condition the Boat Owner provides to the Marina prior written notice of the third parties authority to use. All third parties granting permission to use the Boat Owners boat shall be bound by all contractual obligation of the Boat Owner to the Marina including, but not limited to the adherence to these Rules and Regulations. If an owner wants to let a third party use his stall it has to be approved by management.

22. **Alcoholic Beverages:** No open alcoholic beverages will be permitted on docks or parking lots.