

Rules & Regulations

1. Rules & Regulations

1.1 These Rules and Regulations form part of your Rental Agreement and by signing your Agreement and/or storing your vessel and ancillary equipment at Gunderson Marina (formally, "MC Marine"), you agree to and are bound by them. Failure to comply may result in termination of moorage privileges at Gunderson Marina, who reserves the right to amend or add to these Rules and Regulations at any time.

2. Compliance

2.1 You and your guests must comply with all applicable Federal, Provincial and Municipal laws or regulations that apply to you and the operation, berth or use of your boat or boat house. You must comply with all Coast Guard rules and other Marine regulations.

3. Boathouse/Vessel Condition

3.1 All boats (including Hybrid Vessels) and boathouses and their ancillary equipment must be kept in good seamanlike condition and to yacht standards. While there is no age limit for vessels, we do withhold the right to request a Condition Report or Ship Survey Report. Derelict or unkempt vessels are not allowed.

3.2 Storage of wood, household goods and other material is not permitted on the docks or decks of boats or boathouses unless contained in proper (approved) storage lockers. All boats must have an auxiliary engine so the boat may be moved in the event of an emergency.

3.3 The Marina reserves the right to impose architectural design and aesthetic requirements for all Hybrid Vessels and Boathouses moored within Gunderson Marina.

3.4 All tarps, cockpit covers, or sail covers should be of a properly fitted cloth material; blue and orange plastic tarps are not to be used. Covers and tarps must be capable of withstanding high winds without undue windage and noise.

3.5 Halyards and rigging will be tied off or cleated off in a seamanlike manner to reduce unnecessary noise and vibration.

4. Safety

4.1 You are responsible for the safety of your vessel or boathouse and Gunderson Marina accepts no responsibility for the protection or safety of your vessel, boathouse or its equipment. You will furnish and maintain your own safe, adequately sized fenders, mooring lines and chaffing gear.

4.2 You are responsible for ensuring your vessel is properly and securely tied off for all weather conditions with proper fenders and chaffing gear so that no damage is done to your vessel, other vessels at Gunderson Marina or any facilities or equipment. Any damage done to Gunderson Marina property by your vessel will be charged to you.

4.3 Chaffing gear and fendering must be attached to your boat or boathouse and not to Gunderson Marina's floats or pilings. You may not tie on to a piling unless in an emergency.

4.4 Care must be taken not to foul any other berth or fairway with your boat or your docking lines.

4.5 You must check your boat or boathouse regularly and especially before, during and after heavy winds, rainfall or snowfall to ensure all lines and canvas coverings are secure and bilge pumps operate.

4.6 Children under the age of 16 are not permitted on Gunderson Marina's foreshore, waters, floats, or services buildings unless accompanied by an adult. Non-swimmers and children should wear life jackets when on the floats or boat decks.

4.7 No electric heater of the reflective type or of the flame type and no oil burners shall be operated on any vessel moored at Gunderson Marina's facilities unless someone is in attendance during the operation of the unit.

4.8 In accordance with fire codes and regulations, all connections made to the dock electrical receptacles shall be of the approved, weatherproof, three wire, grounded type. Wiring must be of sufficient amperage rating as required by the National Electrical Code. Undersized and inadequate cords will be disconnected by Gunderson Marina staff if observed. Cords may not be affixed or secured to docks or allowed to cross main docks.

4.9 No mixing or transferring of petroleum products whatsoever is permitted anywhere in Gunderson Marina. Storage of gasoline, kerosene, stove oil or similar flammable or combustible fuels is not permitted anywhere in Gunderson Marina except in small quantities in proper storage containers safely and securely stored on your own boat or boathouse.

4.10 No fueling of any boat may take place anywhere within Gunderson Marina except fueling of outboard motors containing not more than 10 imperial gallons of fuel. Refueling shall not take place on the docks and any spillage must be reported immediately to Gunderson Marina staff.

4.11 Fishing, swimming, scuba or skindiving is prohibited anywhere within Gunderson Marina.

4.12 Spotlights, mast or rigging lights, horns, sirens and hailers must be turned off while moored alongside our docks.

4.13 Any emergency attendance to handle your vessel and/or boathouse to prevent damage or the repair of damage caused by the tenant, or any cleanup shall be billed to the tenant at \$85.00 plus GST per hour.

5. Housekeeping

5.1 If you clean fish within Gunderson Marina, you must ensure all entrails and waste are properly disposed of.

5.2 Drying or airing of laundry or apparel on the docks, or in the rigging of boats or clotheslines on Boat houses is not permitted.

5.3 In the interest of the environment, no heads, bilges or petroleum products may be discharged anywhere within Gunderson Marina. Dispose of waste oil and other contaminants at proper disposal outlets.

5.4 Gunderson Marina does not provide garbage or recycling facilities. You are responsible for removing and properly disposing of all garbage and recycling.

5.5 Skateboards, roller blades, bicycles, motorcycles, and similar wheeled devices are not permitted on the docks.

5.6 Charcoal or gas fired barbeques are not permitted on the docks.

5.7 Renters have access to their vessel and/or boathouse 24 hours, 7 days a week. Security gates and doors must be kept closed and always locked.

6. Commercial Operations

6.1 No advertising signage or other signage (i.e. "For Sale", "For Rent", "For Charter") and no soliciting for business of any kind whatsoever is permitted anywhere within Gunderson Marina except with the prior express written consent. Offending signage will be immediately removed by Gunderson Marina staff.

6.2 No boat, Hybrid Vessel or boathouse may be used in the operation of a business except with the prior written consent of Gunderson Marina and then only after all proper legal, leasing, insurance and other documentation required, or any government authority has been delivered to and accepted by Gunderson Marina.

7. Construction & Repairs

7.1 Only minor repairs may be carried out on boats within Gunderson Marina. Major repairs must be carried out elsewhere or have written permission from Gunderson Marina. What constitutes "major repairs" is entirely at the discretion of management.

Heavy sanding (for example, with a belt sander) which causes airborne dust and machine noise, use of spray guns above decks, heavy welding, grinding, substantial engine repairs and similar works will not be permitted.

7.2 You will be responsible for any oil, paint or other material spilled, dripped or collected on the floats or any other part of Gunderson Marina as a result of any work carried out in respect of your vessel or boathouse by you or your contractors. All costs and damages sustained by Gunderson Marina or other boat owners will be charged to you.

7.3 No repairs of motor vehicles or trailers (except very minor repairs in the opinion of the management) may be carried out anywhere within Gunderson Marina. Engine repairs, oil changes, painting or bodywork, are prohibited.

7.4 Contractors or suppliers working on any vessel in Gunderson Marina must first register with management before being admitted to the floats. You must notify Gunderson Marina if you are expecting contractors or suppliers to be working on or delivering material to your vessel. All contractors must be able to produce proof of insurance to the satisfaction Gunderson Marina.

7.5 All Boats and boathouses must be self-contained. Supplies, accessories, gear, boxes, material or any other things may not be stored anywhere within Gunderson Marina. Nothing shall be left on the floats, gangways, parking areas or the uplands and anything left in these places will be disposed of by Gunderson Marina at the expense of the owner.

8. Operations

8.1 All vessels approaching, using or leaving Gunderson Marina's floats or moorings shall do so in a cautious and seamanlike manner so as not to roll up swells or damage other craft or property. Speed is not to exceed three knots.

8.2 Except for entering or leaving slips, main engines, power generating equipment and other noise making machinery may not be operated between the hours of 9:00 p.m. and 8:00 a.m. Engines shall not be operated in gear while the vessel is secured to the dock. Unnecessary operation of engines in slips shall not be permitted.

8.3 You should be aware that "spring tide" or large tidal conditions may make ingress and egress from Gunderson Marina's floats impossible. It is possible that your vessel may touch bottom during such tide conditions. If damage should occur to the vessel Gunderson Marina shall not be responsible for such damages.

8.4 It is your duty to ensure that any berth used by you is appropriate for the safe moorage of your vessel. We shall not be liable for any resulting loss, damage, or expense, including loss of use, howsoever caused, including negligence.

8.5 When departing on cruises please inform Gunderson Marina and deposit a sail plan for your convenience and safety.

8.6 Rafting of boats anywhere within Gunderson Marina is not permitted except with the prior consent of management, whose consent may be withheld at its sole discretion.

8.7 If dock steps are required to board your vessel you must first obtain Gunderson Marina's consent to the placement of the dock steps, the steps design and method of attachment to the floats. Unauthorized dock steps will be removed.

8.8 Dinghies must be stored aboard your vessel and not tied alongside or left on the docks except with the consent of Gunderson Marina.

9. Personal Conduct

9.1 Consideration of others is always expected. If, in the opinion of management, a boat or boathouse Owner or the Owner's guests disregard these Rules and Regulations or cause disturbances, then the Owner will have their Rental Agreement revoked and must leave Gunderson Marina forthwith. The Boat/boathouse Owner is responsible for ensuring that their guests observe all the conditions as set forth in the Rental Agreement and the Rules and Regulations hereto set forth as well as any other requests as may be made by Gunderson Marina.

10. Parking

10.1 No motor homes, campers, trailers or oversize vehicles may be parked in Gunderson Marina except with written permission from management.

10.2 All vehicles parked at Gunderson Marina must be fully insured, licensed and in regular use. Storing vehicles is prohibited unless in paid, designated storage containers.

10.3 Boat trailers may not be stored anywhere in Gunderson Marina except with the prior consent of management whose consent may be withheld or revoked at its sole discretion.

10.4 Any vehicles parked contrary to these Rules and Regulations will be subject to immediate tow-away at the vehicle owner's expense.

10.5 Gunderson Marina is not liable for the loss of any articles left in automobiles or for any damage any automobile may suffer while on property.

10.6 Bicycles may only be stored on your vessel (not on the floats). Bicycles may not be left in any other place within Gunderson Marina.

11. Moorage Terms

11.1 It is expressly understood and agreed that your vessel may only use a berth designated by Gunderson Marina. This may not be transferred or assigned by you

either to another vessel owned by you or to a new Owner or to any other person, without the written permission of Gunderson Marina. Sub-leasing is prohibited.

11.2 All boathouses and Hybrid Vessels must be owner-occupied unless Gunderson Marina grants written consent to a non-owner occupant who will be subject to the standards withheld in the Rules and Regulations. All owners must deliver proof of insurance coverage of the boathouse or Hybrid Vessel to the satisfaction of Gunderson Marina on April 1 of each year.

11.3 All moorage fees, hydro fees, parking fees or other fees payable must be paid in advance, on or before the first day of the month unless paid annually in full. It is the Owner's responsibility to ensure payments are made in advance to Gunderson Marina.

11.4 Goods and Services Tax, Provincial Sales Tax or Harmonised Sales Tax or any other applicable tax will be charged by Gunderson Marina and paid by you where required by law.

11.5 A security deposit equivalent to one full month's charges for moorage and services will be paid by the Owner to Gunderson Marina to be held during the term of the Rental Agreement. The security deposit secures the Owner's performance of the obligations imposed by the Agreement and these or subsequent Rules and Regulations. Gunderson Marina will return the deposit or the balance of the deposit, without interest, within 30 days of termination and final reconciliation of the Owner's account.

11.6 Any returned cheque will subject you to a \$50.00 administration fee.

11.7 It is expressly understood and agreed that if moorage or other charges due hereunder are not paid within 7 days of the delivery to you of a written demand (by posting of a notice on your boat or boathouse), Gunderson Marina may, at its option, claim and enforce a Contractual Possessory Lien or Warehouseman Lien upon your vessel and/or boathouse until all such sums payable to Gunderson Marina have been fully paid. Gunderson Marina, upon exercising its lien rights as aforesaid, shall give notice thereof in writing to you (by posting a notice on your boat or boathouse and by mail to your address shown on your Rental Agreement), together with a statement of sums claimed. If the moorage and/or other charges are not paid within 21 days of the giving of such notice, Gunderson Marina may sell the vessel and/or boathouse at public auction to recover the unpaid charges and all reasonable costs, including solicitor's costs, on a solicitor/client basis for so doing. The balance of sale proceeds, if any, shall be paid to you.

11.8 All overdue accounts will attract a late fee service charge of \$5.00 per day for each day of late payment for the first month and then interest at the rate of 1.5% per month (18% per annum) thereafter until paid in full.

11.9 Boats moored at Gunderson Marina's floats shall not be used as living quarters. Liveaboards and overnight stays are not permitted.

11.10 Gunderson Marina reserves the right, at any time, to rearrange the position of any vessel at the floats including assigning a different designated berth without previous notice to the Owner of such vessel (although we will always try to give you notice) and the Owner hereby appoints Gunderson Marina as agent for this purpose.

11.11 In the event that your vessel is to be away from its moorage for an extended period you acknowledge and agree that Gunderson Marina may sublet your moorage space to Transient vessels on a day-to-day basis at such rates as Gunderson Marina shall in its discretion set from time to time. All such moorage charges shall be divided equally between Gunderson Marina and you.

11.12 Gunderson Marina may charge for any emergency service required to be provided to your vessel or boathouse during your absence, and, while assuming no responsibility for services rendered in such instances, may enter upon your vessel or boathouse for such purpose.

11.13 The moorage fees for boats are based on the overall length of the boat, including bowsprit, swim step, dinghy davits, etc., or the length of the slip, whichever is greater. In the case of an extra wide vessel the beam may dictate the slip size. This determination is at the discretion of Gunderson Marina. Boathouse moorage fees are based on the overall square footage of water area occupied by the Boathouse, including all decks and overhangs. Moorage fees are payable for any time in which the vessel or Boathouse is moored at Gunderson Marina's facilities.

12. Termination

12.1 Notwithstanding: any provision in the Rental Agreement; these Rules and Regulations; the frequency of calculation and/or payment of fees; any Act or Regulation of the Federal Parliament; any Act or Regulation of the Provincial Parliament; Gunderson Marina reserves the right to terminate your Rental Agreement at any time in Gunderson Marina's sole discretion upon giving you 30 days' notice in writing except in the case of non-payment of moorage fees, including real property taxes as set out in Part 12, in which case Gunderson Marina shall give at least 48 hours' notice to vacate the berth.

12.2 You may terminate the Rental Agreement upon giving not less than 60 days' written notice to Gunderson Marina. No mid-month cancellations are possible. All Rental Agreements must be terminated, or charges will continue to accrue.

12.3 The Marina may terminate the Rental Agreement and require the removal of your vessel or boathouse within 48 hours of written notice of the termination should you breach the Rental Agreement or these Rules and Regulations or should Gunderson Marina consider the continuation of the Rental Agreement to be detrimental to the safe, proper and/or economical operation of Gunderson Marina.

12.4 If Gunderson Marina requires you to remove your vessel or boathouse and you fail to do so, you give Gunderson Marina permission to remove the boat or boathouse at your expense

and agree not to hold Gunderson Marina responsible for any damage or loss because of negligence.

12.5 Upon the expiration date of your Rental Agreement, if no new Rental Agreement has been entered into, it is understood and agreed that the Rental Agreement shall, at the option of Gunderson Marina, continue on the same terms and conditions save the moorage fee, which shall be the current rates set by Gunderson Marina, until either a renewal Rental Agreement is executed or the Rental Agreement is terminated in accordance with these Rules and Regulations.

13. Liability

13.1 You are responsible for your actions and the actions of your family, guests, contractors and suppliers. You specifically agree with Gunderson Marina that you will be personally liable and you agree to pay to and/or indemnify Gunderson Marina for any loss or damage to or disfigurement of any of the facilities including the floats, wharves, pilings, installations, utilities, machinery or premises, howsoever caused by you, your servants, agents, guests or invitees or by the sinking, explosion, burning or breaking free of your vessel and whether caused by accident or negligence.

13.2 All vessels must carry adequate insurance for loss or damage to Gunderson Marina's facilities and other vessels that may be caused by you and you must carry adequate public liability insurance. You must provide proof of insurance coverage to Gunderson Marina on request. All vessels are required to have at least \$2 million liability insurance with MC Marine Ltd. as a named insured.

13.3 All vessels, boathouses and ancillary equipment stored or moored on Gunderson Marina's premises by you shall be solely at your risk, and Gunderson Marina shall not be responsible under any circumstances for any loss or damage caused thereto whether caused by the negligence of Gunderson Marina, its servants or agents or the acts of third parties, or otherwise.

13.4 All vehicles parked on Gunderson Marina's premises and the contents therein are left at the Owner's risk.

13.5 All people using Gunderson Marina's facilities, floats and ramps do so at their own risk and Gunderson Marina assumes no responsibility whatsoever for the personal injury to you or your invitees occurring within Gunderson Marina's premises from any cause whatsoever.

13.6 Water and electrical power are provided for the convenience of the users of the Gunderson Marina, who accept no responsibility for losses of these services. All vessels and boathouses moored at, and handled by Gunderson Marina's servants or agents and moved pursuant to Rule 11.11 or otherwise, shall be at the Owner's risk and shall not be liable to the Owner for any resulting loss, damage or expense, including loss of use, howsoever caused, including negligence sustained by such vessels.

14. General

14.1 Moorage rates, hydro, service rates and other rates and charges are subject to change at the discretion of Gunderson Marina.

14.2 Water will be unavailable during periods of frost and may be turned off without warning. Keep all water lines open to a trickle to prevent frozen water lines.

14.3 Any notice required to be given to you pursuant to these Rules and Regulations will be sufficiently given if addressed to you at the address on your Rental Agreement (or at such other address you may advise in writing) and delivered to or mailed to that address, or alternatively, if delivered to your vessel or boathouse in which case you will be deemed to have received it 48 hours from delivery to your vessel or boathouse.

14.4 Any change of address, telephone number or email address, or the sale of your vessel or boathouse must be reported immediately to Gunderson Marina.

14.5 The current Rules and Regulations and any future amendments to them as set forth by Gunderson Marina become part of the Rental Agreement.