



# Old Mill Marina - Rules & Regulations

## Application and Amendment

1. **Application.** These rules and regulations (the “Rules”) apply to the Owner(s) and their Guest(s) using the facilities and services of, or accessing a Boat docked at or operated from the Old Mill Marina (“OMM”). At the discretion of OMM: (i) Owners who fail to abide by the Rules will have their Mooring Agreement terminated; and (ii) Guests who fail to abide by the Rules will be asked to leave OMM Areas and may be subsequently prevented from re-entry.

2. **Amendment.** OMM reserves the right to amend the Rules at any time. OMM will provide 30 days’ notice of any amendments before the amendment will be enforced.

## Definitions

“**Boat**” shall mean the watercraft identified on the Mooring Agreement

“**Guest**” shall mean the owner’s passengers, crews or invitees

“**Owner**” shall mean the individual identified on the Mooring Agreement

“**Slip**” shall mean the boat well numbered and identified on the approved Agreement

## Lease and Term

3. Upon payment of the fee and receipt of the Mooring Application, duly executed to form the Mooring Agreement, OMM shall lease to the Owner a designated slip and shall advise the Owner of the location of the particular slip assigned to said owner.

4. The term of the Mooring Agreement is from the first (1st) day of May to the Thirty-first (31st) day of October of the year noted above or such other time period as may be agreed to by the parties unless terminated in accordance with the provisions of the Mooring Agreement or as a result of the destruction or incapacitation of OMM facilities by fire, storm or other calamity (including, without limitation, closure due to disease or pandemic); The Owner shall remove the Boat from the Marina on or before the thirty-first (31st) day of October of the year noted above, failing which, OMM may in its sole discretion, remove the Boat at the Owner’s expense.

## **Fee and Payment**

5. Upon OMM's acceptance of the Application for a Mooring Agreement, the Owner agrees that the slip rental payments will be paid in advance, in full, according to the terms and conditions as set out in the Agreement. A 2% administrative fee will be added each month for outstanding due payments after 30 days.

## **No Sublease**

6. The Owner shall not sublet or sublease the Slip, nor assign this Agreement. The transfer or sale of the Boat does not transfer the Slip to a new owner.

## **Sunken or Damaged/Dangerous Boat**

7. If the Boat sinks in the Marina, or if the Boat is damaged or otherwise in such a condition that OMM or its agent(s) determine that it is threat to the safety of any person, including the Owner or his or her Guest, the Owner shall, within forty-eight (48) hours of receipt of notice, remove the Boat failing which, OMM may remove the Boat at the Owner's expense. If, in the opinion of OMM, any such Boat is a risk to the safety of any person or property, OMM or its agent(s) without notice, may take whatever action they deem necessary to eliminate such risk, and all costs incurred by OMM to do so shall be borne by the Owner.

## **Release, Indemnity and Insurance**

8. The Owner, his or her Heirs, executors, administrators, successors and assigns shall at all times indemnify and save harmless OMM, its directors, officers, employees, agents and elected appointed officials from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on OMM, it's directors, officers, employees, agents and elected or appointed officials in respect of any loss, damage or injury to any person to property directly or indirectly arising out of, resulting from, or sustained as a result of the use of the Slip and/or the Marina.

9. The Owner represents and warrants that there is an insurance policy or policies currently in force which shall continue throughout the term of the Agreement in connection with the ownership and operation of the Boat, including Watercraft Liability Insurance having limits of not less than \$1,000,000 per occurrence including but not limited to bodily, property damage, contractual liability severability of insurance clause. The Owner shall provide a certificate, prior to any occupancy of the Slip by the Owner and as otherwise may be required by OMM from time to time.

## **Rules**

10. The following rules of OMM and any other rules as may be posted at the Marina from time to time in OMM's sole direction, shall be binding upon the Owner and/or Guest, as the case may be, and shall be observed and followed at all times:

- a) Noisy, unlawful, disorderly, offensive, indecent or improper conduct by the Owner or Guests that may, in the opinion of OMM, injure any person; cause damage to property; harm the reputation of OMM; is prohibited.
- b) When the Boat is within the Marina, the Boat shall be maneuvered, berthed, moved or anchored as directed by OMM or its agent(s).
- c) Generators, engines, radios, ect. shall be operated so as not to cause a nuisance to others. Between the hours of 11:00 p.m. and 7:00 a.m. excessive noise is prohibited.
- d) Smoking is prohibited in all areas of the Marina.
- e) Speed limits within the Marina shall be observed and boat speed shall not exceed 7km (4 miles) per hour in the harbour areas or cause wake.
- f) Inflatables shall not infringe on any slip, waterway, dock or pedestrian passage or walkway.
- g) The Boat shall be secured to the Slip with adequate lines. The Owner shall renew damaged lines upon the request of OMM.
- h) No articles, including, but not limited to trailers, shall be stored within the Marina. No lockers, chests or cabinets shall be constructed or attached to the Marina docks in any way nor shall the Marina docks be modified without the consent of OMM, which may be withheld.
- i) No dock box may be attached to the Marina docks.
- j) OMM or its agent(s) may deny access to the Marina to any person who is unable to supply adequate identification, documentation or disclose a legitimate purpose for such attendance and access to the Boat.
- k) Barbeques or open air cooking is prohibited on all Marina docks but permitted on boats if adequate facilities exist.
- l) Owners and Guests shall wear personal flotation devices as per Transport Canada Safe Boating Guidelines.
- m) Swimming, diving, water skiing, wind surfing or fishing is prohibited in the Marina.
- n) Littering, including littering into the water, is prohibited.
- o) Disposal of all lubricants, such as engine oil and filters into the water or onto Marina premises is prohibited.
- p) Alcohol consumption in the Marina is prohibited.

q) Dogs are required to be leashed in all areas, cannot be left unattended or put in dock carts.

r) Small children must be supervised at all times.

### **Clean Marine Facility**

11. Owner shall:

a) Keep all garbage of any kind on board the Boat until it may be placed in waste containers.

b) Separate all recyclables and place them in appropriate containers.

c) Separate hazardous waste, including used oils and antifreeze, unwanted paints, solvents and cleaners, batteries, old unusable fuel, and used oil filters and take all such wastes to the municipal household hazardous waste collection site.

d) Take all necessary steps to avoid spilling fuel, oil, or any chemicals or cleaners whatsoever into the water, to refrain from pumping oil-contaminated bilge water overboard and to be guided by instructions from Marina staff when at the fuel dock.

e) Carry out any repair work on the boat in designated areas only, taking all precautions required by the Marina to avoid leaving any debris, little, or liquid contaminants behind.

f) Avoid pumping grey water overboard when in the Marina.

g) Not discharge raw sewage from the black-water holding tanks to anywhere other than a pump-out.

h) Use environmentally-responsible products whenever and wherever possible.

i) Operate Boats in a safe and considerate manner at all times, to operate the engines only when necessary, to avoid creating a wake when entering and leaving the dock, and to avoid causing a nuisance to all others using the marina's facilities.

j) Always show respect for the environment and local wildlife.

k) Promote clean marine practices at all times.

l) Not clean fish at the Marina. No fish may be displayed in the Marina for any reason.

## **Notice**

12. Any notice required by the Agreement may be served personally, by registered mail or by email As noted on the Agreement.

13. If a notice is served by registered mail, the service shall be deemed to have been made on the third (3rd ) day after the day of mailing.

## **Termination**

14. A breach of any provision of the Agreement by the Owner or Guest may result in the immediate eviction of the Owner and/or any Guest and forfeiture of the remainder of the Term of the Agreement. Notwithstanding anything else contained herein, OMM may terminate the Agreement any time, without cause, by providing written notice to the Owner in writing. If the Agreement is terminated by OMM for any reason other than a breach of the Agreement by Owner, OMM shall provide ten days' notice of termination to the Owner.

## **Generally**

15. A waiver of any one or more notice of the terms and conditions herein contained shall not be deemed to be waived of any of the terms and conditions of the Agreement other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.

16. The rights and obligations under the Agreement shall be interpreted and constructed in accordance with the laws of the Province of Ontario.