

2022 RULES & REGULATIONS

The Hindson Marina family welcome you, and wish you a most pleasant and enjoyable stay. Hindson Marina is pledged to the provision of First-class Facilities and Services, and the promotion of safe boating, sound seamanship and environmentally friendly practices. These Rules & Regulations have been adopted to support these goals and to contribute to your overall enjoyment of Hindson Marina. All patrons, boaters, dockage, Dry Stack and storage customers using Hindson Marina do so subject to these Rules & Regulations. (Rules may be posted or revised by the Marina during the course of the season.)

CONTRACT (General)

- INSURANCE:** Boat Owner must provide a valid copy of their insurance policy for continued use of marina and services at Hindson Marina.
- NON-ASSIGNABILITY:** Boat Owner shall not assign, sublet, sublease, encumber or otherwise transfer any or all of his/her interest in the Mooring/License Agreement. This agreement will automatically terminate on the sale or other transfer of assigned/described boat. If the boat is sold during the lease period there may be a transfer fee of \$250.00 for change of ownership of boat or to move to a different slip during season, plus a difference of slip fees for the different slip cost. There will be **NO REFUNDS**.
- DOCKAGE REFUNDS:** Anyone terminating their Mooring/License Agreement prior to the contract end date is subject to the fees for the services used to date, plus an administrative fee of up to 20%
- ACCOUNT PAYMENTS:** All invoices are due on date of completion of work. All annual dockage fees are due March 31st before spring launch of the boat. Net 30 days: Interest will be charged at the rate of 2% per month compounded monthly for an effective rate of 26.8% per year on the unpaid balance if any portion remains unpaid more than 30 days from the date of the invoice.
- EMERGENCY:** In the event of an emergency, the Marina will attempt to take necessary measures to prevent damage of property or to correct possible hazards, the cost of which will be charged to the Boat Owner.
- FOR SALE:** Advertising or soliciting is not allowed on any boat within the Marina (unless it is listed with Georgian Harbour). FOR SALE signs are an invitation to board your boat. Neither the boat nor the Marina address may be used for business purposes without specific written permission of the Marina management.
- PURCHASING:** Purchasing a larger boat that does not meet the size requirements of your current slip does not automatically assure you a larger slip ahead of those already on the waiting list. Every effort will be made to accommodate Boat Owners; however, it would be advisable to review your specifications with the Marina management prior to the purchase of a larger boat so that your present or possible slip location is resolved.
- LIABILITY:** The Boat Owner agrees to assume all liability for damages to property in, or upon the leases premises occasioned by act of omissions of its' agents, employees or invitees and to hold the Marina harmless of and from all damages, or claims thereof, for any and all injuries to the Boat Owner, it's agents, employees or invitees received on the leased premises from any cause whatever, and to indemnify and hold harmless of from all damages or claim therefore for all injuries to the Marina, or otherwise, received on the leased premises and occasioned by any negligent acts or omissions of the Boat Owner or its' agents, servants, employees or invitees.
- CONTRACTORS:** Must report to the Marina office upon their arrival and provide a copy of their Company Insurance and Workplace Safety Insurance Board information.
- RISK:** The Boat Owner assumes all risk of injury, damage, or loss to any property moved in, upon, or stored in the leased premises be it from any cause whatsoever.
- PARKING:** Vehicles must be parked in the designated areas in the designated manner. Unauthorized vehicles parking in reserved parking spaces or in store parking spaces will be towed away at the owner' expense. No PWCs or Dinghys are to be left in any parking spots from June to October.
- REFUELING:** The Marina prohibits refueling with diesel or gasoline within the marina property, except at the gas dock. There shall be no gas/fuel permitted on the docks or carried to or from boats. The necessity of this provision is due to the extremely volatile nature of these fuels and the potential hazard to the Marina environment. Any breach of this agreement will risk severe fines.
- NOISE:** Noise must be kept to a reasonable level with due regard to the time of day. Please respect your neighbors' right to peace and quiet and exercise good judgment and consideration at all times. Quiet hours begin at 10 pm.
- KEYS:** The Marina suggests that all Boat Owners provide the Marina Service Department with a set of main door hatch and ignition keys before the beginning of boating season. The boat will only be entered by the Marina for emergency service, otherwise only with the authority of the Boat Owner.
- TRANSIENT DOCKAGE:** When a Boat Owner expects to have his/her boat out of a slip for an extended period, 48 hours or more, he/she shall notify the Marina management in advance of the dates so that the Marina may lease the slip temporarily during this period. Help us keep the costs of the slips down by notifying us of slip availability for transients.
- FLOAT PLANS:** Float plans should be filled out and forwarded to the Marina office during long absences from the Marina. Emergency contact numbers, destination and return date should be included.
- DOCK BOXES:** All dock boxes are to be white, fiberglass, overall dimensions must not exceed 27" X54" X 33" and not over hang common walk ways.
- ELECTRICITY:** There will be no electricity to vessels after November 1st.
- DEPOSITS:** All dock deposits and storage deposits are non-refundable. LOA (Length Over-All) measures from bow pulpit to swim platform & may include davit system – dockage and services are billed based on physical measurements provided & will be subject to verification.
- LAUNCH & HAUL-OUTS:** All vessels must be ready for launch by June 15th and ready for haul-out before Oct. 31st.
- BICYCLES:** The use of bicycles, tricycles, skateboards, scooters, rollerblades or other wheeled vehicles on docks is strictly prohibited.
- PETS:** Are permitted on the Marina premises providing they are kept on a leash and under control at all times. Pet owners must "stoop and scoop" as per municipal and Marina ordinance. Pet pump-out bags are available throughout the Marina. Excessive barking will not be tolerated. Dogs must not be tied to the docks in any way that hinders or impedes the safety of the walkways. Pet owners shall ensure that his/her pet does not interfere with the rights, comforts, or convenience of other persons at the Marina. Pet owners will lose the privilege of bringing their pets to the Marina upon failure to comply with the rules.

STORAGE

- BOARDING BOATS:** Persons boarding blocked or cradled boats do so at their own risk. No overnight stays on blocked or cradled boats.
- WINTER TARPS:** Winter tarps, shrink wrapping and /or any other weather protecting cover must **not** be attached, looped, tied or cover the stands and blocking of the boat. Stands and blocking must be free, completely accessible and visible and unencumbered at all times. Customer names will be visibly labeled so that Marina staff can easily identify boats in the winter.

3. **SHRINK WRAP:** For liability reasons **NO PERSONS** (customers or contractors) are allowed to shrink boats on Marina property.
4. **ELECTRICITY:** Electricity in the Marina compound is turned off for the winter (Nov. 1st to April 1st). This is to ensure the safety of all boats in the Marina. Any vessel hauled out for winter lay-up must ensure that no electricity is left on over-night or left on unattended, for any reason.

SAFETY

1. **BOAT HANDLING:** Boat Operators must handle their vessel in a safe and prudent manner throughout the Marina. Small craft will give the right-of way to larger vessels.
2. **NO WAKE:** All Boaters operating vessels in the Marina waters must proceed at idle and no wake speed. Boat operators are liable for any and all damages or injury caused to any property or person by a vessel's wake. Keep your wake to a minimum until you reach open water.
3. **SPEED LIMITS:** All Boaters will obey speed limits both in the water and on land. Speed must be dead slow when entering & leaving the Marina and throughout the property. The posted speed limit in the Marina lot is 5km/hr.
4. **BOAT CONDITION:** Boats in the Marina must be seaworthy and capable of moving under their own power. No boat shall create a fire hazard, sinking hazard, or be in an unsightly condition.
5. **MARINA EQUIPMENT:** No unauthorized person will board any Marina vehicles or equipment.
6. **MAST STEPPER:** Due to unforeseen changes to our insurance underwriters' policies, we are no longer permitted to allow any customer usage of our Mast Stepping Crane. Accordingly, insurance coverage applies only to employees of the marina who are formally trained on crane operation and processes. As such, Hindson Marina is now offering comprehensive Professional Sail and Mast Rigging / De-Rigging Services, which include a Professional Sailor/Captain and assistant(s), available to complete the full scope of sailboat preparation for haul-out, or any elected portion thereof. The service is \$250 per hour, with a 1 hour minimum charge, and can be tailored to the unique needs of each customer and vessel; including vessel transportation to the crane and ramp, removal of sails, rigging and boom, stepping and storage of mast, and any other related needs or services.
7. **SWIMMING:** Swimming is not permitted anywhere in the Marina harbour. Everyone is welcome to enjoy swimming in the heated pool in accordance with the Swimming Pool Rules & Regulations. Children under the age of 12 must be accompanied and supervised by a person 16 years of age or older.
8. **FISHING:** Still fishing without casting or bobbers is allowed in the customer's slip only. No fishing is allowed in the Marina or on the docks, walkways or fuel dock.
9. **ELECTRICAL OUTLETS:** Additional electrical outlets or extensions are not permitted without the written authorization of management. Shore power cords must be CSA approved and in good repair. No taped electrical cords are to be plugged into any electrical outlet at any time.
10. **FIRES:** No charcoal fires or open fires of any kind will be allowed on the docks or boats while moored in the Marina. Propane regulated barbeques are permitted on the docks but must be attended by an adult at all times.
11. **FIRE EXTINGUISHERS:** Fire extinguishers are located throughout the Marina facility for emergencies. Please report all fire extinguisher usage to the Marina office.
12. **DOCKING ETIQUETTE:** Boats must be tied in such a way that NOTHING (bow, pulpit, etc.) protrudes over the dock walkway. All boats should be secured to their slips with adequate lines to prevent a hazard or injury to person or property.
13. **CHILD SUPERVISION:** All children must be supervised at all times near the water, pool, playground, washrooms, roadways, near shops and compounds.
14. **COVID:** Masks must be worn inside any buildings/structures at all times. Masks are required to be worn outside in any situation where a 6ft distance cannot be maintained from another person. Maintain 6ft social distance from people outside your immediate family bubble. Wash your hands frequently and always dispose of your own garbage in secure receptacles.

ENVIRONMENTAL

(Hindson Marina Environmental Statement)

1. **CLEAN MARINE:** Environmental Practices and procedures must be followed at all times. Any activity that poses a danger or threat to our environment will risk cancellation of any dockage/storage agreements without refund, and is subject to environmental fines.
2. **GARBAGE & RECYCLING DEPOT:** The Marina has four Mini Recycling Depots along the shore (main dock, service wall, north and south ends). Garbage dumpsters for garbage as well as for EMPTY hazardous liquid containers are centrally located in front of the Main Shed. There must be no spillage of garbage, sewage, fuel, oils, or other pollutants on or about the marina premises or waterways. In an effort to maintain the cleanliness of the marina it is the boater's responsibility to ensure that all waste is properly placed in the designated containers provided by the Marina.
3. **WASTE DISCHARGE:** Discharge of heads, holding tanks, oil, gas, or fuel into the waterway or on land is a violation of Governmental Law and Marina rules & regulations.
4. **HAZARDOUS WASTE:** The Marina provides a metal canister for the disposal of oil, engine fluids, etc. Do not leave hazardous chemicals in the garbage depot or any other location at the Marina. Please contact the office for disposal procedures. An environmental disposal fee may be required for the disposal of hazardous waste material or appliances.
5. **CLEANING BOATS:** The cleaning of boats, dock boxes, and any other dock accessories is the responsibility of the owners. Boat washing must be kept to a minimum to avoid excessive usage of the well. Owners are responsible to arrange for boat cleaning during long absences from their vessel. Please report all broken or leaking water lines or taps to the Marina office.
6. **WASHROOMS:** Must be kept clean and tidy. Children must be supervised therein. Pets are not allowed in the washroom facilities.
7. **MAINTENANCE & REPAIR:** All electrical, hammering, sawing, etc. or any other type of nuisance boat repair activity will not be allowed on weekends from June 1st to October 1st. Painting, sanding, scraping, or repair materials are not permitted in the water or on the docks and are to be used only in Marina management approved areas. Any mess created while working on boats must be cleaned up daily. No supplies, wood, parts, etc. shall be stored on the ground or on the docks.

I HEREBY CERTIFY by my signature, I acknowledge that I have read, understand, and agree to the policies and procedures as defined in the 2022 Rules & Regulations form. FURTHER, I HEREBY AGREE to abide by these rules and regulations while on Hindson Marina property.

Customer Signature: _____

Date: _____