



## **SHELTER ISLAND MARINA**

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## **MARINA RULES & REGULATIONS**

### **THESE WILL BE STRICTLY ENFORCED!**

**You are required to sign a moorage contract. All moorage is payable in ADVANCE and subject to applicable taxes. Prepaid rates (monthly, semi-annual or annual) MUST be paid in full IMMEDIATELY by cash, credit card or cheque to take effect or the DAILY rate will apply. All accounts unpaid by the 15<sup>th</sup> of the month will be placed on the daily rate. New moorage customers are required to pre-pay for 6 or 12 months' moorage, unless month to month moorage is approved by Shelter Island in writing.**

1. All persons using any of the Shelter Island Marina (the “**Marina**”) facilities or coming onto the Marina premises do so at their own risk, and Shelter Island Marina Inc. (“**Shelter Island**”) shall not be responsible for any physical injury, death, property loss or damage, howsoever caused, sustained by any such person.
2. All vessels must be maintained in good seaworthy condition as determined by Shelter Island in its sole discretion.
3. All vessels shall be equipped with a functioning engine and be able to move under their own power.
4. Shelter Island shall not be responsible for the security of any vessel from theft or other loss and shall not be liable for the loss by theft or otherwise of any articles left in any automobile or boat at the Marina or elsewhere on the Marina premises.
5. No vessel shall tie up at the Marina unless a moorage contract for the vessel has been signed by Shelter Island or the written permission of Shelter Island is first obtained. Any vessel tied up at the Marina without a moorage contract, or tied up past the expiry of the period set out in the moorage contract between Shelter Island and the vessel owner, will be towed and lifted to the boatyard at the owner's expense.
6. All persons at the Marina shall conduct themselves in a manner that does not jeopardize the safety or disturb the enjoyment of other persons at the Marina.

7. All vessels approaching, using or leaving Shelter Island's floats or moorings shall do so in a cautious and seaman-like manner, so as not to roll up swell or do damage to the Marina or to other vessels. The speed of any vessel at the Marina is not to exceed 5 miles per hour.
8. The owner of a vessel is responsible for the safe mooring of the vessel and shall furnish and maintain all necessary safety lines and chafing gear for the vessel. The chafing gear shall be attached to the vessel only and not to the Marina floats. The owner shall not foul any berth or access thereto other than with its own mooring lines or chafing gear.
9. Shelter Island reserves the right to rearrange the position or change the location of any vessel at the Marina, without notice and at the sole risk of the owner of that vessel.
10. No vessel moored at Shelter Island's floats or anchored in the Marina basin shall at any time be used as living quarters or a residence or otherwise for residential accommodation.
11. No reflective-type electric heater or flame-type heater or oil burner shall be operated on any vessel at the Marina unless the owner of that vessel or someone designated by the owner is present on board during the operation of the unit and the unit is properly approved by the CSA or a comparable agency and is properly supervised at all time when in operation.
12. The storage of inflammable liquids, oily rags, etc. is prohibited on Marina floats or premises. Owners may carry out only minor repairs at the floats. No litter shall be thrown overboard or left at the Marina. All refuse shall be placed in the containers provided for that purpose.
13. No toilets, sinks, bilges, or petroleum products shall be pumped while vessels are in the Marina basin. The use of vacuum-type siphons for pumping out boats in the Marina basin is prohibited.
14. Vessel owners requiring electrical service must apply to a duly authorized agent of Shelter Island. Upon approval by Shelter Island, the owner must use a CSA or UL approved power cord suitable for the power demand required. The owner shall not alter the cord in any manner and must maintain it in a good and safe condition.
15. Water may be supplied free of charge provided it is not used wastefully. Shelter Island reserves the right, at its discretion, to discontinue supply or to charge an owner if the owner uses water in a wasteful fashion.
16. Additional fees are charged for above-average garbage usage, water consumption, and for access to showers, laundry and mail collection, among other things ("**Additional/Excess Services**"). Rates for Additional/Excess Services are available at the Marina Office. Vessel owners are required to notify Management if they use or require any Additional/Excess Services. Shelter Island, in its sole discretion, may monitor use and determine a vessel owner to be using or requiring Additional/Excess Services and the owner will be charged accordingly without prior notice. Without limiting the foregoing, vessel owners occupying their vessel more than three nights per week will be deemed by Shelter Island to be using or requiring Additional/Excess Services and will be charged accordingly without notice. Shelter Island may change the rates for Additional/Excess Services at any time in its sole and absolute discretion, but will provide written notice of material changes. Posting an updated fee or rate schedule at the Marina office shall constitute effective written notice to a vessel owner.

17. Every vessel at the Marina shall be clearly marked with the registration number as required by law.
18. Every dinghy at the Marina shall be clearly marked with the registration number or name of its vessel or the name of its owner. No dinghy shall be left on Shelter Island's floats or wings. Boats over 8' in length cannot be considered as dinghies.
19. No automobile shall be left at wharf approaches, driveways or loading zones, or be an obstruction to the operation of the Marina in any way. Any such automobile may be towed away at its owner's expense.
20. Children under the age of 14 years are not permitted on Shelter Island's floats unless accompanied by an adult, and such children shall wear life jackets while on Shelter Island's floats.
21. No pet is allowed on the Marina premises unless it is on a leash. No pets are permitted on boats in moorage unless leashed and with the owner present at all times. The boat owner shall ensure that any pet is leashed and controlled, and shall clean up after any pet. Boat owners are solely responsible for pets and pets' actions, and Shelter Island is not liable for any damage or injury caused by pets at the Marina.
22. Owners who have a vessel listed for sale and moored at the Marina must accompany all vessel brokers, salesmen and prospective purchasers to and from the vessel.
23. The owner of a vessel is solely responsible for regularly checking the vessel, especially during and after heavy winds, snow or rain. Removal of snow or ice from the vessel and the pumping out of the vessel is the responsibility of the owner.
24. Moorage rates are calculated based on the greater of the slip OR vessel length overall including bow sprit, bow pulpit and/or bracket, swim platform, dinghy and other accessories attached to the vessel.
25. All vessels must have approved holdings tanks, at Management's discretion.
26. Hydro is metered at the rate of \$0.10 per kilowatt. Also there is a minimum charge of \$4.90 (plus HST) per month. Hydro meter use is the boat owner's sole responsibility.
27. Without limiting paragraph 16 above, there is a one time hook-up fee of \$200.00 for new customers, to access water, power, phone, and cable. No exceptions.
28. Tarps must be pre-approved by the Management. No exceptions.
29. Construction is not permitted on vessel while in moorage. Light interior maintenance is allowed at the discretion of Management.
30. Dock box or any other method of storage must be pre-approved by the Management.
31. Under no circumstances are containers for fuel of any kind or batteries to be stored on the docks. Please see Marina Office for availability and costs of storage areas.
32. If departing the Marina for more than one week a sail plan must be completed at the Marina Office. The power meter will be removed upon request.
33. No direct subletting of space is permitted in the Marina; it must go through the Marina Office. Please enquire at the Marina Office regarding Subletting Procedures.
34. Customers leaving their cars on Marina property unused for over one month must park in our north parking lot. A long term parking application must be completed in the Marina

Office to avoid being towed to Rusty's Towing Lot (604 273-1645). A charge will be applied to the owner's account for this service.

- 35. Contractor Rules & Regulations apply to all Contractors. Contractors are not agents or employees of Shelter Island, and contractors are solely responsible for damage to boats or other property of vessel owners or physical injury or death.
- 36. Boat Yard Rules and Regulations apply in addition to these Marina Rules and Regulations.
- 37. The words "owner" or "vessel owner" or "boat owner" as used in these Rules and Regulations includes any operator, lessee, licensee or other user of a boat, and all agents, guests, and employees of the owner, operator, lessee, licensee or other user.

Please feel free to contact any of the Marina staff for further clarification of any of the rules stated above or any other concerns you may have while moored at the Marina.

**Declaration:**

I have read, understand and, in consideration for being granted access to Marina property, agree with Shelter Island to the above rules and regulations:

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date