



Port Credit Harbour Marina

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RULES AND REGULATIONS

General

1. Owners and/or their crew are permitted to carry out work (subject to # 8 below) on their vessels provided such work is done in a safe and clean manner.
2. Owners and Skippers are responsible for their crew and guests at all times. Bearing in mind boaters are generally an early to bed and early to rise group, owners are required to exercise sound discretion in the operation of generators, engines, radios, etc. 2300 to 0600 hours will be considered quiet hours.
3. Refuse is to be placed in the containers provided. Garbage left around or under vessels will be cleaned up at the Owner's expense. Absolutely no containers of oil or gas are to be placed in garbage bins.
4. Vehicles are to be parked in authorized areas only. All others will be tagged and towed at the Owner's expense. Likewise, vehicles that are sitting in the confines of the Port Credit Harbour Marina that are not in operation, have flat tires or expired plates or are not insured will be tagged and towed at the Owner's expense.
5. The posted vehicle speed limit in the confines of the Port Credit Harbour Marina property is 15 km per hour.
6. The cleaning of paint brushes and rollers is to be done in the special sink provided for such use outside the Men's Washroom in the Marina shed. Cleaning of paint brushes and rollers in the Washroom sinks is not permitted.
7. The facilities and services of the Port Credit Harbour Marina are open solely to pleasure craft. All boats utilizing the facility must be registered, licensed, insured and must be identified and equipped in accordance with the Canada Shipping Act, Small Boat Regulations and the Department of the Environment Standards. Personal Watercraft (PWCS) are not permitted in the Port Credit Harbour Marina.
8. Owners, Tenants, Brokers and Skippers shall not retain outside contractors, service organizations, corporations or individuals to undertake any work on a boat in the Port Credit Harbour Marina areas without first completing an Outside Contractor Authorization form and having obtained the approval of Marina Management in writing.
9. No advertising or soliciting will be permitted on the Port Credit Harbour Marina areas unless authorized by Marina Management.
10. All debts due by a boat Owner shall be paid to the Port Credit Harbour Marina on demand, and, in any event, upon the termination of the Winter and Summer Storage agreement as well as the Winter and Summer Docking Agreement.
11. Any services that are listed on a signed work order are assumed to be billable by the accounting department. If, for some reason, the listed services were not performed or there exists discrepancies between the listed service on the signed work order and the service actually performed, the front office must be notified, preferably in writing, at the time the work is performed, or not performed, as the case may be. This will ensure that a proper credit note is prepared and executed when all the facts are readily available.
12. All past due amounts bear interest at 2% per month (26.82% per annum) on the outstanding balance.
13. Customers will be charged a \$20.00 administration fee in addition to any bank service charges levied for any NSF or returned cheques.
14. ALL BOATS MUST BE IDENTIFIED WITH BOAT NAME OR REGISTRATION NUMBER CLEARLY VISIBLE. All Marina Lease Agreements must have a boat name and/or registration number filled in or services will not be provided. It is a requirement that all boats carry all-risk and liability insurance, and the boat owner will provide evidence of such insurance coverage prior to using all Marina Services.

15. Any violation of these Rules and Regulations or any disorderly or indecorous conduct by the Owner, his passengers, crew or guests, that might in the opinion of the Port Credit Harbor Marina injure any person, cause damage to property or harm the reputation of the Marina shall be cause for immediate termination of the Dockage, and/or Storage Agreement by the Marina and eviction of the Owner, his passengers, crew or guest from the Marina.
16. There is a tendering charge (regardless of distance) of \$165.00 plus HST within the confines of the Port Credit Harbour Marina (\$265.00 plus HST for boats greater than 30'). Tendering is done by Bristol Marine and payments are made directly to them.
17. Swimming is not permitted in the confines of the Port Credit Harbour Marina. Fishing is strictly prohibited within the confines of the Port Credit Harbour Marina.
18. All personal property must be removed from the Port Credit Harbour Marina areas upon the termination of the Dockage or Storage Agreement.
19. The Marina is a facility which caters to many families, some with young children. It is a community and not strictly a storage or docking facility. Consequently, all summer dockers and winter dockers must inform the Port Credit Harbour Marina in writing of all pets (dogs, cats, etc.) that are staying on board with specific reference to the age, breed, and demeanor of their pets. A Pet Information Form is available from the Marina Office. Upon receiving all required information, the Port Credit Harbour Marina, at its sole discretion, will decide whether such a pet is appropriate for the facility. When pets are brought into the confines of the Port Credit Harbour Marina, the Mississauga Leash By Law must be observed. Pet owners are responsible for the collection of droppings. Pets are forbidden in the washrooms. Infraction of these rules will result in immediate loss of slip or storage privileges.
20. The Port Credit Harbour Marina will not be liable for injury or loss to person or property arising in connection with the use of the Marina areas or of any of the Marina services, equipment, or other facilities, however caused, including, without restricting the generality of the foregoing, the improper placement or shifting of channel markers, buoys or other navigational aids in the Marina areas, including approach channels.
21. The Marina shall have a lien against the boat, gear and contents for unpaid sums due for use of the Marina facilities or for damage caused or contributed to by the above-described boat or by the Owner (including his crew and guests) to any dock or property of the Marina or any other person on the Marina premises. This lien shall include any expenses incurred by the Marina in collecting debts due to the Marina. In addition to the lien herein provided for, the Marina shall have a lien under the Repair and Storage Lien Act, R.S.O. 1989.
22. The parking of motor vehicles (including motorcycles) on the Port Credit Harbour Marina property is limited to two per customer at any one time. The above notwithstanding, motorhomes and camper trailers are not allowed on the Port Credit Harbour Marina property.
23. All vehicles and other items (eg. trailers, motorcycles) must be currently plated and insured (property and liability) while on the Port Credit Harbour Marina property. Unplated vehicles, trailers and motorcycles will be refused entry to the Port Credit Harbour Marina.
24. The Marina requires evidence of property and liability insurance and both a Marina Lease Agreement and a Boat Questionnaire form be fully completed and signed before a boat will be considered for storage or docking. Upon receiving these documents, the Marina will assess the eligibility of the boat for storage or docking and contact the owner of the boat with its assessment. Please allow the Marina four weeks to process the documents after submission. Individuals are not allowed to engage in major overhauls, spray painting, sandblasting, sodablasting, structural repairs, woodworking, hull or keel repairs, fibreglass repairs or repairs to boat parts, engine or engine parts on site. If you need the above-noted work done on your boat you must seek alternative facilities.
25. No business activity including advertising and soliciting connected with boats or boating or both, including the boat brokerage business and any activity associated with such business, will be carried on in, on or from the Port Credit Harbour Marina areas or in any other location on the site unless authorized in writing by Marina Management, and the addresses of the Marina will not be used for business purposes unless authorized by the Port Credit Harbour Marina in writing.

26. For health and safety concerns involving marina customers and their property the use of fireworks is strictly prohibited on the Marina docks or elsewhere on the property.

Winter and Summer Storage

27. Vessels in Winter and Summer Storage are not to be left connected to hydro while unattended. Cords left connected to hydro while unattended will be disconnected. From 6:00 pm until 8:00 am no use of hydro is permitted (even if attended by the boat owner).
28. Sleeping on vessels in Winter and Summer Storage is not permitted. City By-Law # 1227 (Port Credit), # 5500 (Mississauga).
29. Construction of sheds and/or enclosures of any kind is a fire hazard and is strictly forbidden.
30. For reasons of safety, use of customer-owned cradles is subject to the approval of the Marina. All work done over and above normal preparation by the Marina to ready a customer owned cradle for use will be charged to the customer. The Marina reserves the right to use its own identification system on customer owned cradles. All unidentified cradles on the Marina property will be destroyed. Furthermore the Marina will only accept steel cradles manufactured by a reputable cradle manufacturer. Wooden cradles will not be accepted by the Marina for storage purposes.
31. It is strongly recommended that outboard motors, stainless steel props, electronic instruments, personal effects (radios, tools, etc) and other items which are susceptible to theft be removed from vessels in Winter and Summer Storage. The Marina is not responsible for personal property left on the vessel.
32. In the event that an emergency may, in the opinion of the Port Credit Harbour Marina, exist the Port Credit Harbour Marina may remove the boat from one space to put it into another at the Owner's risk. The boat Owner will, when required by the Marina or in the event of an emergency, move his boat immediately in accordance with the instructions of the Marina. The Marina may at any time move a boat at the Owner's expense and risk when the boat is attended and such a move is prudently required by the Marina.
33. In the event of mechanical failure or other malfunctions occurring to the gear, equipment, rigging or engine or hull of a boat which, in the opinion of the Port Credit Harbour Marina, constitutes an emergency or other threat to the safety of the boat or other boats in the Marina areas, then, and in that event, the Marina may make on behalf of the owner all such emergency repairs as may, in the absolute discretion of the Marina, be deemed necessary under the circumstances. These repairs shall be made as economically as possible and the cost thereof shall be a debt due from the Owner to the Marina. The Marina is under no duty to effect such emergency repairs and will not be liable to effect such repairs.
34. In the event that a boat collapses in its storage space or elsewhere in the Port Credit Harbour Marina areas, then the Owner must remove such wreck forthwith. If the Owner fails to do so, then the Marina may remove the wreck at the Owner's expense and the cost thereof shall be a debt due from the Owner to the Marina.
35. Winter and Summer Storage Agreements are for the provision of a storage space only and the Port Credit Harbour Marina services, equipment and other facilities are to be used entirely at the risk of the Owner, his passengers, crew or guests. The Marina will not be liable for the care or protection of the boat and its contents, the passengers, crew or guests, or for any loss, damage or injury occasioned to the boat and its contents or to the Owner, passengers, crew or guests, however caused. Boat Owners will indemnify and save harmless the Marina from any liability, damage or expenses for which the Marina may be held liable in any action arising out of the use of the Marina areas or of any Marina services, equipment or other facilities by the Owner, his passengers, crew or guests.
36. The entire Winter Storage fee includes the cost of lifting the boat out of the water and placing it in a suitable space during the Fall and placing the boat in the water during the Spring. Placement and location of your boat at the facility is at the sole discretion of the Port Credit Harbour Marina. Should a boat Owner decide not to place the boat in the water during the Spring months (for whatever reason) the Winter Storage fee is not reduced in any way. Likewise should the boat be in Winter Storage at the Port Credit Harbour Marina during the Winter, there is no reduction in either the Summer Storage Fee or the Winter Storage Fee. The Summer Storage Fee becomes effective on May 15 of each year.

Should a boat in storage leave the Marina for whatever reason prior to the end of the storage season (winter storage – May 15, summer storage – October 15) then there will be an additional lift charge levied if the boat has not been stored for at least 90 days at the Marina.

37. All vessels, trailers or cradles entering or leaving the confines of the Port Credit Harbour Marina must complete in full a Vessel Entry/Exit Report prior to entrance or exit. In the case of the exit of a vessel, trailer or cradle all outstanding amounts on the account must be cleared by payment of CASH, CERTIFIED CHEQUE, DEBIT CARD, VISA, OR MASTERCARD. The entrance and or departure of boats, trailers or cradles from the Port Credit Harbour Marina complex during non-business hours can only be done if the owner notifies the Marina Office at least 24 hours in advance of so doing and supplies the proper information. Security will not allow any after hours movements of boats, trailers or cradles without written notice by the Marina Office. **ALL ACCOUNTS MUST BE CLEAR BEFORE A BOAT, TRAILER OR CRADLE MAY LEAVE.**
38. Major overhauls, painting, sandblasting, sodablasing, structural repairs, or repairs of any other kind to boats, engines or engine parts is not permitted within the confines of the Port Credit Harbour Marina.
39. Pads used on cradles and trailers must be removed prior to the cradles and trailers being stored at the Marina. The Marina is not responsible for pads. It is the customer's responsibility to find suitable storage facilities on their own property for pads.
 - (a) Boat owners storing their boats at the Port Credit Harbour Marina should take note that should a boat leave the confines of the Port Credit Harbour Marina prior to the expiry of the storage season, proration of the storage charge will be allowed.

Proration is based on half-monthly increments, (two week periods) and rounding is done on a forward basis to the nearest completed half-monthly increment (two week period) based on the fact that a half-monthly increment begins on the 1st of the month and ends on the 15th of the month. For example, should a boat Summer Storing at the Marina leave on August 17th then the Storage charge will be based on 3.5 months of storage out of a possible 5 months (the Summer Storage Season begins May 15th and ends October 15th). If that same boat was to leave on August 14th, the Storage would be based on 3 months instead of 3.5 months. Please note that the day the boat physically leaves the confines of the Port Credit Harbour Marina is the day the boat is deemed to leave for the purposes of calculating prorated storage. Billing of all vessels is done on L.O.A. basis and is rounded up or down to the closest foot (eg. 28' 4" = 28' and 28' 6" = 29').
 - (b) Providing it is accessible without moving any boats that may be blocking a boat owner's boat the Port Credit Harbour Marina requires at least two (2) weeks notice in writing for any boat in storage that will be leaving before our winter lift-out and storage operation begins.
40. The Winter Storage fee is strictly for the provision of storage services and it absolutely does not include the following services and responsibilities which the vessel owner must provide.
 - (a) Protective covering for vessel. This includes mast openings, hatches, cockpit covers, etc.
 - (b) Winterizing engines, holding tanks, water tanks and boat exterior.
 - (c) Removal and/or maintenance of radio antennas, weather indicator, navigation lights, fenders and mooring lines.
41. The Port Credit Harbour Marina will not launch or haul a vessel unless the Owner or his Agent is physically present. If the Owner appoints an Agent then he must provide the Port Credit Harbour Marina with notification in writing of the appointment at least two (2) weeks prior to the launch or haul.
42. Should the Vessel's ownership change in summer or winter storage then the Vendor must notify the Port Credit Harbour Marina in writing of the ownership change immediately and include a copy of the Bill of Sale. The Port Credit Harbour Marina will not recognize ownership unless written notification is received. Written notification must include the name, address and telephone numbers of the vendor and purchaser.
43. The Port Credit Harbour Marina will not issue refunds of winter storage fees should the vessel's ownership change while in winter or summer storage. It is up to the Vendor and Purchaser to include the storage charge as an adjustment in their Purchase and Sale Agreement.
44. In the case where a customer provides the Port Credit Harbour Marina with a trailer or cradle to store the customer's vessel on, it is agreed and understood that the Port Credit Harbour Marina in no way whatsoever warrants or implies

that the trailer or cradle is properly designed, manufactured or suitable for the vessel. There is a charge for storage of a trailer or cradle on the Port Credit Harbour Marina property.

45. All power boat antennas must be removed or lowered prior to lift-out or launch.
46. A gate card is available to winter storage customers not previously issued a gate card upon completion of a Gate Card Request Form and acceptance by the Port Credit Harbour Marina. If you wish to gain access to your vessel before your cards are issued, you will have to check in with security.
47. Any damage done to your boat by the Marina staff while lifting or moving the vessel must be reported to security and a Special Occurrence Report is to be filled out within 24 hours of the damage occurring.
48. There is absolutely no use of heaters (propane, fuel or electrical) allowed while a boat is in storage.
49. Your storage contract is for storage only and does not include the use of hydro. While electrical outlets are available for limited and occasional use while the boat is in storage, the Marina reserves the right to levy additional charges if, in the Marina's sole opinion, the electrical consumption is not of a limited or occasional use.
50. Customers in winter storage who have paid their winter storage in full and who dock their boat at another Marina for the summer season are subject to the following conditions regarding Spring Launch.
 - (a) Boats launched prior to May 15th may use a slip at the Marina until May 15th at no charge. This condition is subject to slip availability and to a maximum of two weeks.
 - (b) Boats remaining in the Marina after May 15th must make arrangements for guest docking services and pay in advance for the period of their stay.
51. The storage fee charged by the Marina does not include any amounts whatsoever for consumption of electricity or water by a customer. The Marina will allow occasional use of electricity and water for which it will not levy additional charges (see rule # 49). Occasional use for purposes of this section is defined as use during the fall and spring months as part of preparation for storing or for docking.
52. The owners of boats that remain in the water after November 15th and have not scheduled a lift out will be subject to an Administration Fee of \$100.00. As well, boats that remain in the water after November 15th and have not arranged for storage will be removed from the water at the owner's expense and an additional \$200.00 administration fee will be charged, in addition to storage, lifting charges and other Marina expenses.
53. As a result of storage capacity limitations, the Marina is not able to store cradles and/or trailers belonging to individuals that are not existing boat storage, summer docking or winter docking customers of the Marina.
54. The Marina will not store wooden boats.
55. Owners of boats who choose to come out late to be sure of a spot up front, you must be ready for lift-in at the Marina's request. Owners who fail to comply with the request such that the boat has to be moved to accommodate boats situated behind the owner's boat which are ready for launch will be assessed a charge equal to the published rate for the lift of a boat of equivalent size.

The Marina requires 24 hours notice to cancel a scheduled lift date. Boat owners who fail to show up on their scheduled lift date or fail to cancel 24 hours in advance will be assessed a \$100.00 charge.
56. All boats in storage (inside and outside) are subject to a Storage Surcharge fee equal to 15% of the Storage Fees. This fee begins in the first storage season after one full year of storage and continues each storage season thereafter. The Storage Surcharge fee will be deferred (on compassionate grounds) for a maximum of one year upon receipt of a Doctor's letter. The letter must refer to the medical condition that prevents the customer from using his boat.
57. All propane and all other pressurized fuel tanks must be removed from boats prior to the boat being put in storage.
58. Owners of Contessa sailboats will be required to sign a waiver before the Marina will lift their boat out of the water.

Winter and Summer Docking

59. Summer Docking customers are allowed to request a change of slip twice at no charge. Subsequent slip change requests initiated by the customer will be subject to a fee of \$20.00 each plus HST for each change.
60. Only the assigned berth or moorings may be used by the Owner, except with the approval in writing from Marina Management.
61. Jetty and Service areas for fueling, pump-out, haul-out and launching are not available for routine berthing of boats.
62. Boats shall be secured only to their assigned berths or moorings with fully adequate lines, springs, or chains as appropriate. When required, the Port Credit Harbour Marina staff may ask Owners to renew chafed, frayed, or damaged lines, or may replace dangerous lines for the Owners account as necessary. Owners should use a sufficiently heavy weight braided dacron. Every boat should have a bow and stern line and at least one spring line.
63. Within the confines of the Port Credit Harbour Marina the speed limit is 4 knots.
64. Boats are required to enter and leave the jetty services areas, berths and moorings under engine power or paddle.
65. Towing operations must be cleared with the Port Credit Harbour Marina staff before doing so.
66. Owners are strongly urged to make the wearing of life jackets or personal floatation devices mandatory for small children and non-swimmers around boats, berths, and moorings. When in the boat, life jackets are, of course, mandatory for everyone on board.
67. Small children must always be under the supervision of a responsible adult or competent youth.
68. Sailboat Owners and Skippers are required to tie-back halyards and lines which slap against masts.
69. Owners and Skippers are not permitted to transfer mooring or berthing facilities or transfer a boat from one berthing or mooring facility to another without the approval in writing from Marina Management.
70. In the event that an emergency may, in the opinion of the Port Credit Harbour Marina, exist, the Port Credit Harbour Marina may remove the boat from one berthing or mooring facility to another at the Owner's risk. The boat Owner will, when required by the Marina or in the event of an emergency, move his boat immediately in accordance with the instructions of the Marina.

The Marina may at any time move a boat at the Owner's expense and risk when the boat is unattended and such a move is prudently required by the Marina.
71. For Health and Safety reasons, the maximum number of people living aboard a vessel at any given time shall be limited to 2 adults and 2 children.
72. No person shall store supplies, accessories, debris or other materials on the docks. Nor shall there be any articles, items or objects (including satellite dishes) affixed to the docks, hydro pedestals, water hose connections, seawall, gates, buildings or Port Credit Harbour marina property. Lockers and chests are not allowed on the docks or on the Port Credit Harbour Marina property.
73. Painting, scraping or repairing of a vessel or its gear will not be allowed on the docks or piers.
74. In the event that a boat sinks at the dock or elsewhere in the Port Credit Harbour Marina areas then the Owner must remove such wreck forthwith. If the Owner fails to do so, then the Marina may remove the wreck at the Owner's expense, and the cost thereof shall be a debt due from the Owner to the Marina. The Marina reserves the right to cancel the Agreement and repossess the slip should sinking occur.
75. All boats should be berthed with their bows in as pertains to the slip. However, no part of the boat (including bow pulpit and anchor) may extend on to the main spine of the dock.
76. During the beginning and the end of the Winter Docking term, the Port Credit Harbour Marina reserves the right to transfer Winter Dockers to other slips.
77. Winter frames and plastic covers must be removed from the boat by June 1. Winter dockers who summer dock with the Port Credit Harbour Marina who do not remove covers by this date will be subject to an additional charge for the Marina to dispose of the frame and plastic and all services will be terminated.

78. In the case of a boat Owner who renews on or is allocated a Summer Dock but has a boat in Summer Storage the Marina must be informed in writing by May 15th of the boat owner's intentions. That is to say the boat Owner must decide whether he wishes to commit to Summer Docking or to Summer Storage. The Marina does not offer double services for a single fee.

Should the Marina not receive notification in writing then the boat Owner will be assessed a Summer Storage charge (in addition to his/her Summer Docking fees) for the period extending from May 15th until the boat is placed in the water subject to a two-week grace period. In addition, failure to receive notification in writing may lead to the Marina exercising its right to revoke the boat Owner's right to the slip.

79. For existing dock right holders, a deposit of \$500.00 is required to renew a slip for the upcoming season and must be received no later than March 15th. Dock right holders that do not store at the Marina must also submit a completed credit authorization form with their deposit for the balance of the summer docking fees. This deposit will be refunded subject to a \$50.00 administration charge providing the Marina receives WRITTEN NOTICE of cancellation on or before March 25th.

New customers who have given a deposit of \$500.00 on a slip and who wish to cancel their slip will have one month from the date of their Marina Lease Agreement to do so in order to receive their deposit back subject to a \$50.00 administration charge (notice of cancellation must be in writing).

80. Summer Docking accounts are to be paid in full by May 15 of each year (November 1 for Winter Docking accounts) or upon occupancy of the slip, whichever comes first. Payment for the slip must be made in full before the boat can be launched. Boats occupying slips that have not been paid for in full are subject to immediate removal from the slip by the Marina. The boat owner will be subject to any lift, storage and other charges associated with removing the vessel from the slip. Please note that the deferral of Summer Docking fees into a series of payments over the summer is not a payment option. Boat owners that do not store their boat at the Marina are to pay their Summer Docking accounts by April 15th of each year.

81. Your Lease Agreement entitles you to the use of the Port Credit Harbour Marina slip for the period from May 15 to October 15 of each year. Please note that the Port Credit Harbour Marina is leasing the rights to utilize a slip from May 15 to October 15. The fact that occupancy of the slip by a boat does not take place until after May 15 or the fact that occupancy is contingent on a boat purchase is not justification for non-payment.

If a vessel is occupying a slip after October 15 and the owner has not informed the Marina as to his or her intentions in writing the Port Credit Harbour Marina will assess docking fees of \$80.00 per day plus HST after allowing for a 10-day grace period. This is only applicable for vessels docking the entire summer at the Marina. All others pay docking fees of \$400.00 plus HST per week with no grace period. The boat owner will be assessed a Summer Storage charge (in addition to his/her Summer Docking fees) for the period extending from May 15 until the boat is placed in the water.

Any individual (sublessor) who holds the right to a slip may sublet to another individual (sublessee) providing the following conditions are met:

A: The sublessor's account must be paid in full so that no amounts are owed to the Port Credit Harbour Marina.

B: The Sublessee must be approved by the Port Credit Harbour Marina.

C: The sublessee must be documented and processed on a sublease agreement by the Port Credit Harbour Marina.

Please note that the Port Credit Harbour Marina will not sublet slips for customers under any circumstances. The subletting arrangement is a private arrangement which is subject to the approval of the Port Credit Harbour Marina. It is not initiated by the Port Credit Harbour Marina. Slips cannot be sublet two years in a row. After a slip is sublet it must be occupied by the rightholder the next season. There will be an administration charge of \$100.00 for approving a sublet arrangement. For further information please contact the Management office.

82. A boater who occupies a slip in effect holds the “rights” to that slip. The term “rights” in this context refers solely to a docker’s candidacy for renewal on the same slip from season to season. As a candidate for occupancy of the slip, the docker will be offered the slip first. The offer is extended by the Marina and can be revoked at any time at the Marina’s discretion.

A boater (the Transferor) may decide to relinquish his rights to a slip to another person (the Transferee). This procedure is called a transfer of rights and to be valid a Transfer of Rights Form must be completed and accepted by the Marina.

83. Summer Dockers with accounts in good standing that are new customers will be issued two gate cards which allow them access to the Port Credit Harbour Marina by activating the security gates.

Returning summer docking customers will not be issued new cards because cards issued to them previously still access the security gates provided their accounts are in good standing. Should a gate card be lost or stolen a replacement card is available for \$20.00 plus HST (limit of one).

As long as summer dockers remain a customer of the Port Credit Harbour Marina their gate cards will activate the security gate. Do not discard or destroy your gate cards after one season as they will still be functional in subsequent seasons.

84. The storage of portable gas cans or other gasoline storage devices on the docks is strictly prohibited. Likewise, transportation of these gas cans, etc. by person or by vehicle on the Port Credit Harbour Marina property is strictly prohibited.

These cans, etc. represent a safety hazard and will be immediately confiscated upon identification.

85. The storage of a mast on the deck of a vessel while the vessel is berthed in a slip creates an obstruction to the safe use of the main spine by pedestrians and is prohibited.

86. The parking or storage on Marina property of unlicensed or non-current licensed or uninsured vehicles is strictly prohibited. Such vehicles will be tagged and towed away at the owner’s expense. Customers are allowed a maximum of two (2) licensed, insured vehicles per slip on the Marina property at any given time; however, both vehicles must be operational (used on a regular basis) and storage is strictly prohibited. Storage includes leaving your vehicle on PCHM property while you are absent for extended periods of time (more than 3 weeks). If you plan to leave your vehicle on the Marina’s property for more than 1 week please advise the Security Office in writing leaving a phone number where you can be contacted.

87. Refunds will be issued for the unearned portion of the summer docking season upon cancellation of summer docking (excluding F & R Dock) in WRITING subject to the following (allow 4–6 weeks for refund cheque):

- (a) A minimum of two months of docking charges will be assessed.
- (b) A \$50.00 administration charge will be charged.
- (c) The boat must physically leave the confines of the Marina.

Note: (a), (b) and (c) above will be waived if:

- 1. The vessel goes into land storage or major repairs at Bristol Marina located in the Port Credit Harbour Marina.

88. Summer dockers (full season) of the Marina qualify for preferential pricing of travellift services between May 15 and September 15. (50% Off regular rates).

This preferential price is not transferable; that is, it is only available to the boat registered in the Marina. Furthermore, preferential pricing is not available to customers who have past-due accounts.

89. Mast stepping and unstepping will be done by appointment only arranged at least 48 hours in advance. Our mast stepping and unstepping hours are Monday through Friday between the hours of 9:00 am and 11:00 am and 1:00 pm and 4:00 pm.

90. The Marina relies on the insurance information provided by its customers under the Marina Lease Agreement. If it is determined that a boat docking in the Marina is without liability and property insurance contrary to the terms of the Marina Lease Agreement that boat immediately becomes a risk to other patrons of the Marina and the Marina itself. The Marina will take the appropriate steps to safeguard its property and those of its customers, which may include removal of the boat in question at the expense of the boat owner.

91. The riding of bicycles on the docks is prohibited.

92. Personal Watercrafts (PWCS) and Dinghys occupying a slip must pay for the use of the slip just as a boat would. Owners of PWCS and Dinghys must complete the necessary paperwork and provide evidence of insurance prior to occupancy of a slip.
93. All boats docking at the Port Credit Harbour Marina must be capable of motoring under their own power. Boats that are not capable of utilizing engine power to navigate the waters are strictly prohibited. All boats must meet all the requirements of the law under Transport Canada Small Vessel Regulations as per the Canadian Shipping Act.
94. All customers must use their gate cards to access the parking gates to gain entrance to the Marina. All customers should meet invited guests at the parking gates to allow access or direct invited guests to park in the front parking lot and walk in. It is the sole discretion of security and parking attendant staff whether to allow access for vehicles without valid gate cards.
95. All boat owners agree that he or she (including all guests and hired persons including companies) will not discharge or cause or permit to be discharged into the waters of the Harbour any deleterious material, noxious, contaminated, or poisonous substances, including oil, petroleum and petroleum products.
96. The Marina's policy on safety is quite clear and unwavering: "To ensure safety on boats, docks and seawall areas boaters, their family, friends and invited guests should wear life jackets (other wise known as personal floatation devices – **PFDS**) at all times". To ensure absolute safety PFDS are the answer. This safety policy is consistent with recommendation #9 from the Office of the Chief Coroner's Report (Ontario) – A Review of All Drowning Deaths in Ontario from May 1 to September 30, 2010. This Recommendation states:
The Government of Canada, Ministry of Transport
 1. **The Government of Canada, Ministry of Transport should amend the Canada Shipping Act, Small Vessel Regulation to require all pleasure craft operators and passengers to continuously wear life jackets or personal floatation devices when on board vessels (both powered and unpowered) less than 6 metres in length.**
97. All boats at the Marina must be capable of cruising legally under their own power. This means the boat must be able to cruise (operate) without assistance with all navigation (lights/horns, etc.) and required safety gear fitted, all heads connected to holding tanks and all black water discharge connections physically separated.
98. All ladders are to be chained and locked to cradles. Any ladders not locked will be removed from storage areas. Likewise, any ladders locked to things other than cradles (fencing, posts, etc.) will be removed from storage areas and disposed of accordingly.
99. Due to weather and temperature constraints the Marina cannot guarantee hull wash and shrink-wrapping services after November 10th and is under no obligation whatsoever to perform such services after the above date.
100. Boaters will be subject to a 10% surcharge applied to all charges for boats hauled out after November 10th.
101. Excluding rigging, all work on masts must be done in the East Yard prior to the day of mast stepping.
102. The boat owner authorizes the Marina to make charges to the issued card including all charges for additional fees and credit adjustments.

Rules and Regulations Updated in This Revision

Pg. #9, Rule #97 Deleted
Pg #9, Rule #102