



- COBOURG MARINA -

**Rules, Regulations and Responsibilities**

Cobourg Marina's goal is to provide first class facilities and services to our customers. Management and staff actively promote safe boating and sound seamanship. These rules and regulations are meant to support these goals and to contribute to your overall enjoyment of the Cobourg Marina and Waterfront experience.

All boaters using the Cobourg Marina facilities do so subject to the following rules and regulations, All dockage and storage rental agreements are deemed to include, and are subject to, the following Rules, Regulations and Responsibilities.

1. The word "Operator" is used herein to indicate any person authorized to represent the Cobourg Marina. The word "Tenant" is used to indicate the owner of a boat within the Marina or any person who is otherwise using the facilities.
2. The Summer season extends from May 1st to October 5th. By special arrangement, and subject to the availability of Cobourg Marina facilities, the season may be extended into the fringe seasons of Spring and Fall.
3. Dockage agreement begins at 1100 hours on the first day of the agreement. Check out time is 1100 hours on the day of departure. Any boat occupying a berth after Check Out time will be charged an additional days dockage fee for that day unless an overstay is approved by the operator in advance. Tenants shall when arriving, report to the Operator's office, as soon after arrival as is practical, to register and settle all accounts.
4. When a boat enters the Marina it immediately comes under the jurisdiction of the "Operator" and shall be manoeuvred, berthed or anchored only as directed.
5. Tenants will be assigned a specific seasonal or transient berth or mooring deemed appropriate by the Operator. Only the assigned berth or mooring may be used by the Tenant.
6. Boats shall be properly secured at the assigned berth or moorings with fully adequate lines or springs in good condition. The Operator reserves that right to require Tenants to replace chafed, frayed or damaged lines. In the event that a tenant fails to comply with such a request the Operator shall have the right to replace the subject lines at Tenants expense. Tenants should use lines that are of sufficient weight strength to suit the vessel being secured. Every boat should have a bow and a stern line and at least one spring line.
7. Within the confines of the Marina, boats must be operated at the minimum speed for safe operations.
8. Within the confines of the Marina, the speed limit is five (5) knots. For the protection of everyone's property, boaters must obey this important rule.
9. Boats are required to enter and leave the jetty, service areas, berths, moorings and moorings under engine power or paddle. Arrival and departure under sail alone in the confines of the Marina is prohibited.
10. All boats utilizing the Marina must be registered and licensed and must be identified and equipped in accordance with the Canada Shipping Act, Small Boat Regulations and the Department of Environment Standards.
11. All boats must be identified with Boat Name or Registration Number clearly visible.
12. No swimming, diving, water skiing or fishing will be permitted within the Marina basin.
13. Tenants shall not store supplies, materials, accessories, and/or any articles or debris upon Marina property and shall not construct therein any lockers, chests, cabinets or similar structures.
14. No refuse shall be thrown overboard. Garbage shall be deposited in receptacles supplied for this purpose and other debris shall be placed where specified.
15. The Operator shall have a lien against a boat and its contents for amounts due and owing in respect of the use of a berthing, mooring or storage facility or the provision of services and/or for the amount of any damage occasioned to any docks or other property of the Operator by the Tenant, their passengers, crew or guests, or by their boat and for any expenses incurred by the Operator on behalf of the Tenant, or debts due to the Operator.
16. Tenants are strongly encouraged to make the wearing of life jackets or personal flotation devices mandatory for small children and non-swimmers in and around the boats, berths and moorings.
17. Small children must be under the direct supervision of a responsible adult or competent youth at all times.
18. Dogs are required to be leashed and under control at all times.
19. Tenants and Skippers are responsible for their crew and guests at all times. Please bear in mind that boaters are generally an early to bed and early to rise group. Tenants are required to exercise sound discretion in the operation of generators, engines, radios, cd's, tapes etc. The hours between 2300 and 0600 will be considered quiet hours.
20. Sailboat tenants and Skippers are required to tie-back halyards and lines which slap against masts.

21. Tenants and Skippers are not permitted to transfer mooring or berthing facilities or transfer a boat from one berthing or mooring facility to another without first obtaining written approval from the Operator.
22. In the event that, in the opinion of the Operator, an emergency exist, the Operator may remove a boat from one berthing or mooring facility to another at the Tenants risk. The Tenant will, when required by the Operator or in the event of any emergency, move his/her boat immediately in accordance with the instructions of the Operator. The Operator may at any time move a boat at the Tenants expense and risk when the boat is unattached and such a move is prudently required by the Operator.
23. All boat Tenants and Skippers must notify the Operator when leaving for an extended cruise of 24 hours or more. The Operator reserves the right to rent the mooring facility, in accordance with the dockage rental agreement, when vacant. Transient boaters will however move their boats as directed by the Operator to accommodate returning boats which use the Marina as home port.
24. No sub-leasing of slips is allowed.
25. The Marina Operator is not responsible for any losses or damage to boats in the Marina. Each tenant will be held responsible for the damage which he or she may cause to other boats in the Marina or for damage to any structure. Any boat that sinks in the Marina shall be removed by the Tenant within 24 hours. The Operator has the right to remove the sunken boat after that time and the Tenant of the boat will be liable for all charges incurred.
26. The Operator will not be liable for injury, damage or loss to person or property arising in connection with the use of the Marina, equipment or other facilities however caused, including, without restricting the generality of the foregoing, and the improper placement or shifting of channel marker, buoys or other navigational aids in the Marina including approach channels.
27. Dockage rental agreements are for the provision of a mooring or berthing facility only. Marina services, equipment and other facilities are to be used entirely at the risk of the Tenant, his/her passengers, crew or guests or for any loss, damage or injury occasioned to the boat or its contents or to the owner, passengers, crew or guests however caused. Tenants will indemnify and save harmless the Operator from any liability, damage or expenses for which the Operator may be held liable in any action arising out of the use of the Marina or of any Marina services, equipment or other facilities by the Tenant, his/her passengers, crew and/or guests. All seasonal mooring contracts require proof of Protection and Indemnity (liability) Insurance with a minimum of \$100,000.00 coverage.
28. Feeding birds on Marina premises is prohibited under BY-Law # 06-2010.
29. All Tenants must maintain a minimum of \$1 million dollars General Liability Insurance at all times while his/her boat is on Marina premises.
30. No repairs, alterations or welding on boats, masts or cradles are permitted unless authorized, in writing, by the Management.
31. Any violation of these Rules and Regulations or any disorder or inconsiderate conduct by the Owner, his/her passengers, crew and/or guests that might, in the opinion of the Operator, injure any person, cause damage to property or harm the reputation of the Marina shall be cause for immediate termination of the dockage Rental Agreement by the Marina and eviction of the Tenant, his/her boat, passengers, crew and/or guests from the Marina area.
32. Tenants are responsible for reporting to Canada Custom clearance if entering Cobourg Harbour from the United States.
33. All cradles and trailers left in the compound must be clearly identified by boat name and owner's name.
34. All ladders in the Marina compound must be chained and locked to the cradle or trailer when not in use.
35. No power cords are to be plugged into an electrical and left unattended in the boat storage compound.
36. No cooking allowed on gas dock or Marina wooden slips.
37. No cleaning of fish is permitted on Marina premises with the exception of the designated fish cleaning station which is open limited hours per day.
38. Boat which are sold must be removed along with any associated cradle or trailer unless storage arrangements have been made with the Cobourg Marina.
39. Fuelling vessel's in the harbour is strictly prohibited except at the gas dock, by an authorised Marina Attendant. Anyone found in violation of this rule shall be evicted from the premises immediately and any fees paid shall be forfeited.
40. Boaters are permitted to bring in contractors of their choice to work on their boats. All contractors are required to report to the marina office upon arrival at the marina. Contractors are further required to provide proof of \$2 million dollars General Liability Insurance and sign a waiver in advance of providing any services on the marina premises. A list of Contractors who have registered with the Marina is available it the Marina office.
41. Enjoy your stay with us and please come again and remember to 'Make Cobourg Your Choice' again and again.

