

Marina Rules & Regulations

In an effort to provide an inviting atmosphere for boat owners using space at the PUCE RIVER HARBOUR, the following rules and regulations are provided for your protection. Your cooperation in observing the following rules will be appreciated. Puce River Harbour Inc. assumes no responsibility for vessels or their contents docked or stored at this facility. Fees are for the use of the dock and land areas only.

- 1. **Seaworthy Condition:** Only vessels, in good and seaworthy condition, and under their own power shall be permitted to enter the assigned slip/space. All vessels must be able to operate under their own power at all times.
- 2. **Speed Restrictions:** Owner agrees to limit their vessel to NO WAKE (3 miles/hour) speed while within Marina waters.
- 3. **Registration, Rental Agreement:** No vessel may be moored at a berthing space or adjacent area unless a current Puce River Harbour Dockage Agreement is in effect between the Owner/agent of the vessel and the Marina. Owner as referred to herein means the owner of the vessel and the person with whom the Marina has entered into a mooring or storage agreement. The Owner will provide to the marina proof of valid insurance for its vessel prior to entering the marina dock or land areas.
- 4. **Information Update:** The Owner agrees to immediately contact the Marina Office of any change of registration address or telephone numbers or email address.
- 5. **Transient Dockage:** Payment due at time of registration. Dockage date begins at 6:00am. Any vessel docked prior to 6:00am will be charged dockage for the previous night. Check out time is 11:00am. Any vessel that occupies a berth after 11:30am will be charged dockage for the night. Guaranteed reservation must be cancelled by 3:00pm or dockage for one day will be charged. All Non-Canadian Vessels must register with the proper Customs Authority immediately upon docking at this facility.
- 6. **Subleasing:** Subleasing of slips/spaces, transfer of boats between slips/space to another slip/space is not permitted. No slip/space renter shall allow any vessel other than his own to occupy the slip/space granted him under the terms of this Agreement.
- 7. **Private Marina:** The Puce River Harbour's docks are for the private and exclusive use of our guests including slip owners, captains, crew, and visitors invited by such guests. The Puce River Harbour does not maintain a public dock and furthermore does not allow public use of shower and laundry facilities. Trespassers will be removed from the premises and prosecuted.
- 8. **Extended Cruises:** Owners of vessels leaving for an extended cruise are required to notify the Marina office. Marina reserves the right to rent all slips/spaces when vacant. Transient vessels occupying an absent Owner's slip/space are required to move from said slip/space and the Marina reserves the right to move said transient vessel without notice.
- 9. **Emergency:** In the event that an emergency has occurred during the Owner's absence, the Marina reserves the right but not the responsibility to take such action as it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessel, or property of the Marina. Owner agrees to reimburse the Marina for any and all cost it incurs on behalf of Owner's vessel in emergency situations.
- 10. Live Aboards: No owners, Agent or guest shall live aboard their moored vessels.
- 11. **Vessel Appearance:** All vessels shall be kept in a clean and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on vessel, docks or pilings.
- 12. **Noise:** Noise shall be kept to a minimum at all times. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance.
- 13. **Pets:** All pets must be leashed. Pets shall be controlled and toileted in a designated area. At the sole discretions of the Puce River Harbour, any pet deemed to be a nuisance may be banned.

- 14. **Signs, Advertising and Address:** No "For Sale" signs or other advertising signs shall be placed on the vessel or vessel slip/space without permission of the Puce River Harbour. The Marina reserves the right to remove any non-approved sign from the vessel or slip/space without notice to Owner. Similarly the Owner shall not affix or attach by screws, nails, bolts or any other object, any article, fixture or equipment to the docks, piers or buildings of the Puce River Harbour. Neither the vessel's nor the Puce River Harbour's address shall be used for business purposes without permission of the Marina.
- 15. **Contracted Services:** No contractor, service organization or individual will be permitted to work on any vessel berthed at the Puce River Harbour without proof of insurance and WSIB Coverage on file and prior approval from the Marina office personnel. Contractors must sign in with marina office daily.
- 16. **Maintenance Work Within Slips:** Painting, scraping or repair of gear shall not be permitted on the docks. The extent of maintenance or repair work an Owner may perform on his vessel while within a slip shall be at the sole discretion of the Marina. No rotary disk sanding or spray painting is allowed in the Marina.
- 17. **Storage on Docks:** Owners shall not store or place supplies, bikes, equipment dinghies, skiffs, surfboards, accessories or materials or debris of any kind on docks. Owners shall not construct or place any lockers, chests, storage cabinets or similar structures on the docks or finger piers. "Docksteps" must be approved by the marina director.
- 18. **Fires and Dangerous Conditions:** Causing or permitting charcoal fires or any other type of fire on the docks shall be a breach of these regulations. Owners will immediately correct any dangerous or hazardous conditions on their vessel, or caused by their vessel, upon notification of said conditions by the Marina. Owners shall operate their vessel to avoid fire hazards and properly ventilate engine compartments prior to starting engines. Grills are not permitted on docks at any time. **FIREWORKS** are not permitted in the Marina, on the docks, or on any vessel in or attached to the Marina.
- 19. **Garbage Sewerage and Waste:** Garbage, refuse or waste shall not be thrown or otherwise disposed of into the Marina waters. All garbage and waste shall be places in containers supplies for that purpose. No person shall discharge oil, fuel, solvents or inflammable liquids into the Marina waters or shall contaminated bilges be pumped while within Marina waters. Direct discharge of marina heads Shall not be operated within the Marina waters. Direct discharge of sewerage of any kind into Marina waters is prohibited.
- 20. **Pollution or Stains:** No vessel oil changes, discharge or disposal of oil, paint, chemicals or solvents will be permitted at berths on docks, piers, walkways, sea wall or placed in dumpster.
- 21. **Vehicles:** Bicycles, motorcycles, mo-peds, skateboards or other riding vehicles are prohibited and not to be used on dock, piers, walkways and break wall. Store vehicles aboard vessel or in area designated by Marina personnel.
- 22. **Fishing:** Fishing from docks is not permitted. AT NO TIME WILL CAST NETTING BE PERMITTED WITHIN THE BOUNDARIES OF THE PUCE RIVER HARBOUR MARINA. No trash, bait or litter shall be placed on Marina property except in designated containers.
- 23. **Swimming:** Swimming is prohibited in Marina or adjacent waters.
- 24. **Vessel Relocation:** The Marina reserves the right to relocate vessels as required for emergencies, special events or space.
- 25. **Electrical Outages:** The Marina shall not be responsible for electrical interruptions or outages or the result of damages there from.
- 26. **Parking:** Parking is first come first serve. If a vehicle is left in the parking lot without notice to Marina office, vehicle may be towed at owner's expense for special events.
- 27. **Security Personnel:** The Marina may employ security personnel for protection of Marina property. Security personnel are not responsible for Owner's property.

- 28. **Refueling:** It is unlawful to transfer gasoline from one container to another container while in the Marina. All refueling will be done at the Gas Dock. No passengers on board while refueling. No smoking or cell phones while refueling. Boat must be secured to the dock while fueling.
- 29. **Violations:** Violations of the above rules and regulations, disorder, depredations or indecorous conduct by an Owner, his crew, agents or guests that might injure or annoy other persons, harm the reputation of the Puce River Harbour, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the discretion of the Puce River Harbour. Violation of any City, Province or Federal Laws, rules of the road including Navigation Laws of City, Province or Federal agencies shall be cause for the Marina to terminate the Agreement immediately and exclude the Owner and his vessel from the Marina.
- 30. Use and Care of Common Area Facilities: All common areas including picnic tables, barbeque and barbeque area patio, washrooms, showers and laundry facilities are offered for use by the Marina to the Owners and their invitees and guests at no additional charge. The Owners will place all garbage and debris in the receptacles provided by the Marina. The Owners will after use of the barbeque and area leave it neat and tidy and free of all debris and garbage. Use of the washrooms, showers and laundry facilities are for exclusive use by the Owners and not the general public. Owners will leave this area neat and tidy after use and advise the Marina of any mechanical deficiencies in its equipment or requirements for supplies. The Marina reserves the right to revoke the privilege to use the facilities to any Owner, guest or invitee who shows willful disregard for this rule.
- 31. **Changes of Rules and Regulations:** The Marina reserves the right to amend or make additions to or deletions from the rules and Regulations from time to time. Sufficient notice of said changes shall constitute posting the revised list outside the marina office.

Dated: January 2020 Troup Group Inc. Puce River Harbour Marina 3064 Devon Drive Windsor, ON N8X 4L2