



## Schedule "B"

### RULES AND REGULATIONS

Boat owners who entered into a moorage agreement with Shelter Bay Marina "SBM" will be called Members and invitees of members will be their Guests and or visitor. Primary moorage member assumes all responsibilities under moorage agreement

#### GENERAL:

1. Stereos must be kept at an acceptable level when moored at your slip to not disturb other Members and neighbors of the Marina. Quiet times will be observed in the marina basin between 10pm and 7am in accordance with Westbank First Nation noise bylaws.
2. Smoking in the moorage basin or on SBM (Shelter Bay Marina) premises is not permitted.
3. All animals must be leashed and under the care and control of a member while on SBM premises. Members or their guests must pick up immediately after your animal, failure to do so will result in the animal being barred from the premises. Leaving dog bags on docks or pathways for later retrieval is prohibited.
4. Dock carts are provided by SBM for your convenience, and they must be returned to their storage location inside the entrance gates after use. Do not leave garbage in carts.
5. Garbage bins provided on SBM premises are for your daily refuse at the end of the boating day and are not for home household and/or other garbage.
6. Children must always be in the care of an adult. Children must not run, skate, skateboard or engage in horseplay anywhere on the premises.
7. Appropriate footwear must always be worn on SBM premises.
8. Water supplied on the dock is not potable – the marina assumes no liability for the quality of water supplied to the docks.
9. Swimming and/or fishing in the marina basin is prohibited.
10. Fireworks are not permitted on SBM premises.
11. Using SBM premises for any commercial activities will result in the immediate loss of moorage privileges.
12. All Vessels/vehicles and contents are at the members/guests' risk with respect to any loss or damage sustained whether by theft or otherwise.
13. The boat owner acknowledges that SBM is not a live aboard marina and is intended for occasional pleasure use of their Vessel.
14. No consumption of alcohol on SBM premises

15. Moorage members shall only park their Vessels in their assigned slips. Parking in the wrong slip is prohibited and creates an issue for the rightful slip holder.
16. Moorage members who park in the wrong slip will be fined \$150.00 per incident, payable to SBM within 30 days of receiving the notice of violation. Repeated violations may result in the termination of this Agreement and the removal of the Vessel from the Marina at the Member's expense.
17. If a moorage member finds someone in their slip, they must not park in another slip. They must notify the Marina Manager immediately and park on I dock until the issue is resolved. They must also take a picture of the boat that shows their registration number and send a copy of the boat details to the Marina Manager.

### **PROPER SECURING OF VESSELS**

18. Members are responsible for securing their Vessels in such a way they do not contact the dock. Fenders and bumpers must be used to prevent the Vessel from directly contacting the finger and/or dock.
19. Dock lines must be in good condition and the correct size and grade fitted with springs and/or rubber expanders where necessary.
20. Mooring lines must be double braided nylon designed specifically for mooring. All other types of rope including polypropylene, sail halyards, anchor line, tow ropes or any other rope not designed for mooring are not permitted to tie a Vessel to the slip. PWC bungee lines are not acceptable for boats of any size. Excess lines must be coiled properly on the dock so as not to pose a tripping hazard.  
Recommended mooring line sizes:
  - 3/8-inch diameter up to 20 feet
  - 1/2-inch diameter 20-27 feet
  - 5/8-inch diameter boats 27- 35 Feet
  - 3/4-inch diameter 35 and up feet
 (A servicing boat dealer can assist you in finding the proper sized lines to moor your Vessel)
21. Overhang of the wharf by the bow, bowsprit, anchor, lines, or other items attached to the Vessel of any description are not permitted.
22. Anchoring of any Vessel within the moorage basin or fastening any Vessel to the breakwater is prohibited.

### **DOCK, FINGERS, SLIP MODIFICATIONS & ACCESSORIES**

23. Members may not make any modifications to the docks or fingers unless authorized by the Marina Manager. Any modifications found to have been performed without prior approval will be removed at the member's expense.



24. Installation of dock boxes must be approved by Marina Manager. Dock boxes must be in good condition, a durable material (fiberglass, metal, or hard composite) and mounted securely on the bull rail. Plastic clip boxes are not permitted. Dock boxes must be latched and/or locked securely. Dock boxes not kept in good condition will be removed at the owners' expense without notice.
25. Loose items are not permitted to be stored on or around the dock or fingers. Including chairs and other furniture. Water hoses and unused power cords must be stored on the boat or in the dock box. Loose items left to be found at the dock and fingers will be deemed unwanted and disposed of.
26. Any installation of carpet on fingers must be approved by the Marina Manager. Carpets must be removed by Oct 31 of each season.
27. Garbage receptacles are not permitted on the dock. Do not leave garbage in dock boxes. Tubes and toys, paddle boards, surf boards, wakeboards etc. may not be tied to dock boxes or left on docks or in boat slips. Items left in such a manner will be deemed unwanted and removed and disposed of without notice.
28. All issues related to repairs and maintenance to the Docks must be reported to SBM in writing and emailed to Shelterbay@RMDGroup.com

#### **TENDERS AND DINGHYS**

29. Tenders with outboard motors must not be stored upright with motors attached. Storing tenders or dinghies on the dock or finger is not permitted.

#### **PARKING**

30. Members may register 2 license plates included with their moorage agreement. Only registered moorage member license plates may park in the gated parking area. All other guests of members must park in Visitor Parking (pay parking lot).
31. Parking of boat trailers is prohibited other than when transporting your Vessel to and from the marina. Unhitched trailers left on SBM premises will be towed at the owner's expense.
32. Any trailers entering onto SBM property must have valid insurance, and license plate must be registered with the marina and on the member agreement.
33. There is no storage of private property of any kind on SBM lands without prior written authorization.

#### **SECURITY**

34. It is the member's responsibility to ensure the entrance gates close behind them and that no unauthorized individuals enter or exit the basin. Members who are having difficulty accessing the marina must contact the marina office and not ask other members to allow them access. Propping the gates open is prohibited.
35. Pickup and guest drop-off is only allowed at your assigned slip. No pickup or drop off is allowed at any other docks or walkways.
36. Members must inform SBM if they are removing their boats from the basin for an extended period, slips that remain vacant for an entire season may be reallocated without notice.



**KEY CARDS**

37. Two (2) digital key cards will be provided with a moorage slip. Key cards will be registered to members and other specified users on the agreement. Marina members shall not allow the use of their cards by non-members. Loaning your key card to nonmembers will result in immediate loss of moorage privileges. Members must inform SBM Management with any issues regarding digital access or entry will be deemed as unauthorized.
38. Stolen or lost cards must be reported to the office immediately. Any unauthorized access due to the misuse of key cards may result in charges for theft or damages and loss of moorage privileges.
39. Charges will apply for additional users of family members access and is required to be added to moorage agreement at the discretion of SBM Management.

**CONDUCT**

40. Zero Harassment and Belligerent Behavior: Members and their guests shall treat SBM employees, other members and guests with respect and courtesy. Harassment, abuse, threats, or belligerent behavior of any kind, whether verbal, physical, or otherwise, is strictly prohibited and will not be tolerated.
41. Members, their guests, and invitees shall conduct themselves in a manner that is not detrimental to the safety or the quiet enjoyment of the SBM premises by others. Disorder, disruptive or ill-mannered conduct by members or their guests which involves risk of harm to the marina is prohibited.
42. For all members' enjoyment, unreasonable noise such as loud stereos or loud parties are prohibited.
43. It is the members and their guests' responsibility to ensure the safe disembarking of passengers from their Vessel and the marina premises. People on the boat should not exceed the boat maximum capacity on the Vessel's certified label while moored in the basin.
44. Members observed to engage in dangerous operation of a Vessel in the marina basin will result in immediate loss of moorage privileges.

Failure to comply with these regulations or any other posted rules or regulation may result in the termination without notice and without recourse by SBM of all rights to moor a Vessel belonging to the Vessel owner who is in contravention of this regulation and any such Vessel may be removed without notice from SBM at the Members expense.

**STANDARDS AND SAFETY**

45. All Vessels entering or leaving the marina basin must always be dead slow – no wake. The area 100 feet beyond the breakwater at the entry and exit is a no wake zone, boats departing the marina at the south exit should navigate East to avoid disturbing the foreshore and residences. Stereos should be off, and engines muffled when under power in the basin.
46. Outbound Vessels always have the right of way unless the outbound Vessels have motorized power and the inbound Vessels do not.
47. All outboard motors must be kept in the down position when the Vessel is moored in the basin.
48. While moored in the basin sailboats must have halyards secured.



49. The use of charcoal-burning and/or fires of any kind on Vessels in slips or adjacent dock ways are prohibited. Propane-fired or electric grills/BBQ's may be utilized but they must be Marine style and affixed to the Vessel, their use is not permitted on the docks. Consideration for dock neighbors is emphasized as to smoke and fumes.
50. Flammable liquids, oily rags etc. are not allowed on the docks or in the dock box.
51. All Vessels in the basin must be able to move in and out of it under their own power. Vessels in breach of this standard must be removed from the basin at the members' expense.

## **ELECTRICAL**

52. All unattended electrical cords on the docks must meet BC electrical marine code standards and be placed to not be a hazard to movement on the docks. Power cords should not touch or hang in the water. The use of clips is recommended to secure power cords and prevent tripping hazards on the docks. When leaving the slip, members need to ensure that they have also unplugged their cords from the pedestal. The female end of the cord is still live when plugged into the pedestal posing a hazard on the dock. Best practice is to unplug from the pedestal and then the boat when leaving the slip
53. Shore power cords must be in good condition and plugged in securely. The boat owner is responsible for regularly checking power cords and monitoring their boats.
54. Aftermarket appliances not part of the boat's manufacture is not allowed to be run unattended while Vessel is moored in the basin. Any appliance that exhausts onto the dock is prohibited.
55. In accordance with the National Fire Protection Association Guidelines unattended portable heaters are not permitted on the dock. Members using portable heating devices for temporary use or otherwise are using them at their own risk. Any heaters shall be CSA approved (or UL), Non-tipping, designed with spark protection, non-reflective, non-open flame and always used as specified by the manufacturer.
56. No continuously operated electrical appliances are permitted on the dock or within a dock box.

Charges for repairing electrical boxes damaged due to overload or improper hook-up will be assessed to the party responsible. SBM does not guarantee permanent or continuous power and shall not be held liable for damage to Vessels caused by general power outages or overloading of the system causing breakers to switch off.

## **ENVIRONMENTAL**

57. Guests shall not throw, discharge, or deposit from any boat or float into the water any litter including cans, bottles, refuse, waste, cigarette butts, oil, spirits, flammable liquid, bilge oil or other inappropriate material.
58. There is no release of waste permitted into the basin. Vessels bilging oily water into the basin may be deemed a hazard and may be removed from the basin without notice to the member.
59. There is no fueling of Vessels permitted on SBM premises other than by approved fuel dispensers at the gas dock. If you have just refueled your boat at the fuel dock and topped off your tanks, please burn off a few gallons before you return to your slip. In warm weather, fuel will expand and may spill into the basin.



60. Members and their guests shall receive, handle, use, store, treat ship and dispose of all environmental contaminants (as established from time to time by applicable legislation or regulation or bylaw) In strict compliance with all applicable environmental, health or safety laws, regulations, order, or approval and will remove prior to the end of the terms of this agreement and off SBM premises, all environmental contaminants. Members and their guests agree that they shall not release in the environment or deposit, discharge, place or dispose of at or near SBM premises, any hazardous or toxic materials, substances, pollutants, contaminants, and or waste from any activities carried on by the member or their guests on SBM Property.
61. Propane tanks, tires, construction materials, batteries and other hazardous materials are prohibited from the provided garbage bins on SBM premises. These items must be removed from the premises by the member or guest. Depositing these items in or around either bin will result in immediate loss of moorage privileges.
62. On Land: Discharge of contaminated bilge water, holding tanks, engine cooling system fluid(antifreeze), transmission fluid, hydraulic fluid, engine oil, gear oil, drainage of fresh water supply, including hot and cold and hot water heater after the boat has been hauled, blocked and or stored is prohibited.

#### **PUMP OUT**

63. A pump out located is at the end of E dock, fittings for pump out can be purchased at the marina office. Lake water must be pumped through the line after use of the pump out. The hose must be recoiled on the hanger. Do not leave garbage at the pump out dock. A water hose is at pump out building for boat rinsing.



### **WINTER IN THE BASIN (Complimentary to Moorage Members)**

In water winter term Nov 1 – Mar 31.

Members must submit a “winter in basin” request form to keep their Vessel in the basin over winter. SBM needs to approve all boats remaining in the basin over winter.

64. Power consumption will be monitored from Nov 1 – Feb 28 and will be billed with average consumption total in March.
65. Your assigned winter moorage slip may differ from your seasonal summer slip and will be determined by SBM.
66. Any storage covers/tarps or shrink wrap must be installed in such a way that the boat can be accessed or moved in case of emergency. Covers must not be tied to dock cleats and or fingers or docks. SBM will not be responsible for storage cover failures. SBM will not be responsible for snow removal.
67. Boats shall always be maintained in a seaworthy condition and shall not constitute a hazard, or they shall be boarded, towed, and removed from the basin at the owner's expense which may also include haul out and storage off SBM premises.
68. SBM cannot guarantee continuous power. It is the boat owner's responsibility to monitor their moored boats. The use of electrical power over winter is at the sole risk of the boat owner.
69. Work conducted at SBM will only be permitted to authorized personnel and business/contractors only and must be authorized before work begins.
70. Discharge of contaminated bilge water, holding tanks, engine cooling system fluid(antifreeze), transmission fluid, hydraulic fluid, engine oil, gear oil, or any hazardous materials is prohibited.
71. Owners storing boats in the water over winter do so at their own risk. SBM will not be responsible for any ice-related damage.
72. Unattended portable heaters are not recommended per the National Fire Protection Association Guidelines. Members using portable heating devices for temporary use or otherwise are using them at their own risk. Any heaters shall be CSA Approved (or UL), Non-tipping, Designed with Spark Protection, non-reflective, non-open flame and always used as specified by the manufacturer.
73. Non renewing members must have their vessels removed from the basin by March 31 unless otherwise authorized. Vessels not removed by this date will be billed \$150.00 per day for under 29' and \$200.00 per day for over 30' and may be subject to towing, haul out and blocking fees at SBM discretion.

Power charges over the winter months will apply.

### **WINTER LAND STORAGE (Additional charges will apply)**

Limited on land winter is available to members only from Oct 1- Mar 31.

Members must submit an on-land winter storage agreement for approval. Winter on land storage rates will be posted in July of seasonal moorage. On land winter storage is effective Oct 1 – Mar 31 unless earlier storage has been approved. Renewing members will have until April 30 to move their boats to their slips and/or remove trailers from SBM Lands. Empty trailers must be removed when boats are moved to slip.

74. Blocking of boats will only be allowed by authorized personnel approved by SBM.



- 75. The location of the boat will be determined by the SBM. Please inform the marina office when you have placed your boat and/or trailer in the storage area.
- 76. Any storage covers/tarps or shrink wrapping must be installed in such a way that the boat can be moved and must not be tied to trailer wheels or boat stands. SBM will not be responsible for storage cover failures. Disposal of shrink wrap material is only permitted in the dedicated bin.
- 77. It is the boat owner’s responsibility to monitor their stored boats. SBM will not be responsible for snow removal.
- 78. Work conducted at SBM will only be permitted to authorized personnel and business/contractors must provide appropriate insurance and WCB# before work begins.
- 79. Fluid changes are prohibited on SBM property. Fluid changes found to be performed on SBM property will result in immediate loss of moorage privileges and removal of the boat at the owner’s expense.
- 80. Discharge of contaminated bilge water, holding tanks, engine cooling system fluid(antifreeze), transmission fluid, hydraulic fluid, engine oil, gear oil, drainage of fresh water supply, including hot and cold and hot water heater after the boat has been hauled, blocked and or stored is prohibited.
- 81. Boat engines are not permitted to be run on SBM land.
- 82. Tenders are not permitted on boats for winter moorage unless authorized by SBM.
- 83. Access to shore power is not available for the duration of dry land winter storage
- 84. Non Renewing members will have until Mar 31 to remove their vessel from SBM property. A daily rate of \$150.00 will be applied for boats and trailers under 29’ and \$200.00 for boats and trailers above 30’ until removed from site unless otherwise authorized.

MOORAGE MEMBERS ACKNOWLEDGE THAT THEY ARE RESPONSIBLE FOR REVIEWING THE RULES AND REGULATIONS ANNUALLY AND ADVISE GUESTS OF THE SAME. THESE RULES MAY BE ALTERED, AMENDED OR REPEALED, CURRENT RULES AND REGULATIONS WILL BE POSTED ON OUR WEBSITE

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Member Name

\_\_\_\_\_  
Member signature

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Date