

# Pentowna Marina

## Moorage Regulations

(applicable to Shareholders, lessees, and tenants)

**1)** Excessive overhang (as determined solely by the Harbor Master) overhang of the wharf by the bow, bowsprit, anchor, or other attachments is prohibited.

**2)** Outboard motors shall be kept in the down or vertical position when the boat is moored.

**3)** Six (6) inches should be allowed on each side of boat for bumpers. Ideally boat beam should be one (1) foot less than berth width.

#### **4) MOORING LINES.**

Each lessee/tenant is responsible for the safe mooring of their boat and shall furnish and maintain their own safety lines and fenders.

(a) Mooring Lines shall only be Nylon Braid Rope (Poly, Cotton or Hemp Ropes are not acceptable) and shall be used as follows:

(1) Boats less than 6 meters (20') should use 10 mm (3/8") lines fore and aft.

(b) Boats between 6 meters (20') and 9 meters (30') need 12 mm (1/2") lines fore and aft.

(c) Boats over 9 meters (30') should use Nylon Braid Rope in the thickness specified by the Manufacturer, but at least 16 mm (5/8"- lines fore and aft.

(d) All Lines should be protected against abrasion and should be regularly inspected and replaced as needed.

(e) Springs in the bow lines are mandatory. Consult the attached diagram or Harbor Master for proper installation.

(f) To minimize strain on the fore and aft lines, it is mandatory that for - and - aft lines running lines (spring lines) be added. When spring lines are in place, the boat will be unable to move either forward or backward.

(g) Any shareholder or lessee/tenant notified by the Harbor Master or Safety Committee of an unsafe condition of their Docking Lines should immediately attend at the Marina with the Harbor Master to make the changes deemed necessary to meet the Marina requirement.

- 5) This moorage agreement applies only to the lessee/tenant's boat herein described. Any change in legal or beneficial ownership, whether in whole or in part or any change in boats shall require a new moorage agreement and payment of any fee prescribed by the Board. It is the lessee/tenant's responsibilities to notify the Harbor Master of any changes or renewal of insurance and provide a copy there of.
- 6) Facilities shall not be used for unauthorized charter purposes or permanent living quarters.
- 7) Dinghies shall not be stored on the docks or shore but maybe stored within the confines of the owner or (lessee/tenant's berth).
- 8) Any boat moored in the Marina that does not have a current moorage agreement, Insurance or renewal shall be removed at the boat owner's expense (including storage). It is the boat or slip owner's responsibility to submit any insurance changes.
- 9) Boats must be moored only in the assigned berth. Assigned berths are non-transferable. Temporary berth loans must be pre-authorized by the Harbor Master and accompanied by a new moorage agreement for that berth.
- 10) All boats moored at the Marina shall be at the sole risk of the lessee/tenant and the Marina shall not be responsible under any circumstances for any loss or damage caused by or sustained to such boats, whether the same be caused by the negligence of the Marina, its servants, agents, or otherwise.
- 11) The lessee/tenant shall be liable for any loss, damage or destruction caused to the Marina's or any other person's property by the lessee/tenant, and his/her guests or by the lessee/tenant's boat whether under operation and/or care of the lessee/tenant or any other person on board with the lessee/tenant's consent.
- 12) Any damage to the Marina's property caused by unsecured or improperly moored boats shall be repaired at the lessee/tenant's expense.
- 13) Any vessel which, in the opinion of the Harbor Master is in danger of sinking, or is a hazard to other vessels or premises, may be removed forthwith with all expense payable by the lessee/tenant.
- 14) Should the Marina be required to render salvage services to any vessel, all costs thereof shall be payable by the lessee/tenant.
- 15) The provisions of the Warehouse Lien Act, in so far as it contains rights and remedies, shall accrue to the benefit of the Marina.
- 16) The lessee/tenant hereby releases the Marina, their employees, or agents from any claim for damage arising because of objects being thrown from shore.

- 17) The Marina reserves the right to relocate any boat moored in the Marina, without previous notice to the Lessee/tenant.
- 18) All watercraft under way within the breakwater shall proceed dead slow and in a cautious and seaman-like manner. Watercraft operators are responsible for any damage caused by their wash.
- 19) Outbound boats shall have the right of way over all other craft at the entrance through the breakwater.
- 20) Operating a watercraft while impaired or operating a boat in a dangerous manner may, at the sole discretion of the Directors of the Marina, result in being denied the privilege of mooring at the Marina and moorage may be revoked.
- 21) There shall be no swimming, diving, or water-skiing in the Marina or in the approach channel to the Marina.
- 22) Fishing from the floats or breakwater is prohibited.
- 23) No tires, bumpers or other materials may be fastened to the docks, except as approved by the Marina.
- 24) Minor repairs only may be carried out in the Marina electricity is
- 25) All litter and rubbish of lessee/tenant or of their guests must be removed by the lessee/tenant. No litter shall be thrown overboard or left on the floats.
- 26) The use of "through the hull" toilets or similar toilets is prohibited. The pumping or pouring overboard of bilge water, sink water, petroleum products or sewage is prohibited. Storage of flammable liquids must be in approved containers. Pouring of fuel within the Marina is not allowed.
- 27) Children under the age of ten (10) years shall be accompanied by an adult.
- 28) Dogs must be always kept on a leash and in the hands of a competent person. All litter and droppings must be immediately picked up and removed from the Marina.
- 29) Bicycles shall not be ridden on the docks.
- 30) The Marina may assess a penalty or may cancel this agreement if any lessee/tenant's, or their guests violate any of the provisions of this agreement and the lessee/tenant shall, upon cancellation of this agreement forthwith remove their boat from the Marina. Failure of a lessee/tenant to do so within seven (7) days of such cancellation, shall entitle the Marina to do so at the lessee/tenant's expense.
- 31) It is understood and agreed that the undersigned hereby waives its rights of subrogation against Pentowna Marina Limited from all

liabilities and for any claim for loss, damage by fire and any other hazards or caused by any act or neglect on the part of Pentowna Marina Limited or its employees or shareholders.

**32)** No benefit is conferred upon the lessee/tenant other than as described in this agreement.

**33)** The Marina complex is private property and is for the sole use of shareholders, lessee/tenant's, and their guests.

**34)** Smoking including Vaping within the confines of the Marina is strictly prohibited.

**35)** A Lessor shall inform the Harbor Master prior to the arrival of any maintenance personnel. Maintenance personnel must provide proof of liability insurance.

**36)** Lessors must not attach or permanently secure any boat, apparatus, or and kind or type of structure, to any part of the Marina, whether permanent or temporary.

**37)** Storage of personal property or boat equipment outside the confines of the Lessor's boat is prohibited.

**38)** The anchoring of any vessel within the Marina or fastening of any vessel to the breakwater is strictly prohibited.

**39)** THIS AGREEMENT CAN BE NULLIFIED OR CANCELLED AT THE SOLE DISCRETION OF THE PENTOWNA MARINA WITHOUT NOTICE.

**40) Pouring of fuel within the marina is strictly prohibited** and will result in immediate loss of moorage without compensation. Storage of flammable liquids must be in approved containers.

**IMPORTANT NOTICE**

Please note that all boats shall be moored in the proper fashion as indicated in the diagram below.

1. The bow shall have two separate lines with springs in them attached to the two front cleats on the dock as per the diagram.
2. There shall be what is known as a spring line attached to the finger that is assigned to your boat as per the diagram.
3. If you are not certain as to what is needed, please contact the Harbor Master
4. THIS IS NECESSARY TO ENSURE THE MAXIMUM LIFE OF THE DOCKS AND THE MINIMUM WEAR AND TEAR OF DOCKS AND CLEATS.

