



RULES AND REGULATIONS

Also 525 Yacht and Marina Management (dba Sailors Cove)

Effective April 1, 2009

West Bay Investments Ltd.
Marina Office
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Victoria, B.C.
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What makes Westbay such an interesting place to work and live is its diversity. Here at Westbay Marine Village we have a residential community and commercial activity co-existing. This requires flexibility and cooperation from all.

Our goal is to ensure that all the facilities of the Marina are the best we can present and that the boating or lifestyle experience presented by the Marina is relaxed, friendly and enjoyable. Please let us know if something can be improved.

These Rules and Regulations are intended to guide users of the Marina so that all users can be reasonably assured of an enjoyable stay. However, Rules and Regulations are no substitute for friendliness, co-operation and common sense.

These Rules and Regulations form part of your Moorage License Agreement so please read and abide by them, for your safety and comfort and that of the other Marina users. We reserve the right to add further Rules and Regulations or waive enforcement as we, in our discretion, see fit.

**WESTBAY MARINE VILLAGE
EMERGENCY TELEPHONE NUMBERS**

1. Marina Manager (Emergency cell# only) – 250-361-7414
2. Mark Lindholm – 250-361-5344

EMERGENCY NUMBER - 911

NON-EMERGENCY NUMBERS:

Esquimalt/Victoria Police: 250-995-7654
Esquimalt Fire: 250-414-7126
Ambulance: 250-727-2400

Marine Emergency Number: 1-800-567-5111 or VHF Channel 16

Harbour Master: 250-363-3578 - after hours: 250-388-6275- pager # 1312

Earthquake, Flood, Dangerous Goods Spills, Tsunami
1-800-663-3456 (24 hrs.)

Provincial Emergency Program information:
250-952-4913

Victoria General Hospital: 250-727-4212

1. Marina Rules and Regulations

1.1 These Rules and Regulations form part of your Moorage License Agreement and by signing your Moorage License Agreement and/or storing your vessel and ancillary equipment at Westbay, you agree to and are bound by these Rules and Regulations. Failure to comply may result in termination of moorage privileges at Westbay. The Marina reserves the right to amend or add to these Rules and Regulations at any time.

2. Compliance with Laws

2.1 You and your guests must comply with all applicable Federal, Provincial and Municipal laws or regulations that apply to you and the operation, berthing or use of your boat or Float Home. You must comply with all Coast Guard rules and regulations.

3. Boat/Float Home Condition

3.1 All boats (including Hybrid Vessels) and Float Homes and their ancillary equipment must be kept in good seamanlike condition and to yacht standards. Derelict or unkempt vessels are not allowed. Storage of wood, household goods and other material is not permitted on the docks or decks of boats or Float Homes unless contained in proper storage lockers. All boats must have an auxiliary engine so the boat may be moved in the event of an emergency.

3.2 The Marina reserves the right to impose architectural design and aesthetic requirements for all Hybrid Vessels and Float Homes moored within the Marina.

3.3 All tarps, cockpit covers or sail covers should be of a properly fitted cloth material; blue and orange plastic tarps are not to be used. Covers and tarps must be capable of withstanding high winds without undue windage and noise.

3.4 Halyards and rigging will be tied off or cleated off in a seamanlike manner to reduce unnecessary noise and vibration.

4. Safety of persons, boats and Marina property

4.1 You are responsible for the safety of your boat or float home and the Marina accepts no responsibility for the protection or safety of your boat, Float Home or its equipment.

4.2 You will furnish and maintain your own safe, adequately sized fenders, mooring lines and chaffing gear.

4.3 You are responsible to ensure your vessel is properly and securely tied off for all weather conditions with proper fenders and chaffing gear so that no damage is done to your vessel, other vessels in the Marina or any Marina facilities or equipment. Any damage done to Marina property by your vessel will be charged to you.

4.4 Chaffing gear and fendering must be attached to your boat or Float Home and not to the Marina's floats or pilings. You may not tie on to a piling unless in an emergency.

4.5 Care must be taken not to foul any other berth or fairway with your boat or your docking lines.

4.6 You must check your boat or Float Home regularly and especially before, during and after heavy winds, rainfall or snowfall to ensure all lines and canvas coverings are secure and bilge pumps are operating.

4.7 Non-resident children are not permitted on the Marina foreshore, waters, floats, or services buildings unless accompanied by an adult. Non-swimmers and children should wear life jackets when on the floats or boat decks.

4.8 No electric heater of the reflective type or of the flame type and no oil burners shall be operated on any vessel moored at the Marina's facilities unless someone is in attendance during the operation of the unit.

4.9 In accordance with fire codes and regulations, all connections made to the dock electrical receptacles shall be of the approved, weatherproof, three wire, grounded type. Wiring must be of sufficient amperage rating as required by the National Electrical Code. Undersized and inadequate cords will be disconnected by Marina staff if observed. Cords may not be affixed or secured to docks or allowed to cross main docks.

4.10 No mixing or transferring of petroleum products whatsoever is permitted anywhere in the Marina. Storage of gasoline, kerosene, stove oil or similar flammable or combustible fuels is not permitted anywhere in the Marina except in small quantities in proper storage containers safely and securely stored on your own boat or Float Home.

4.11 No fueling of any boat may take place anywhere within the Marina except fueling of outboard motors containing not more than 10 imperial gallons of fuel. Refueling shall not take place on the docks and any spillage must be reported immediately to Marina staff.

4.12 Fishing, swimming, scuba or skin diving is prohibited anywhere within the Marina.

4.13 Boathouses are not permitted.

4.14 Electrical power supply to most slips is 30 amps. This is not adequate for liveaboards to heat their vessel with electric heat. Liveaboards must have a properly installed non-electrical heating source such as a diesel furnace. Galley equipment should be propane or other acceptable non-electrical appliance.

4.15 Spot lights, mast or rigging lights, horns, sirens and hailers must be turned off while moored alongside our docks.

5. Housekeeping

5.1 Congratulations if you're successful in catching fish. If you clean the fish within the Marina, you **must** ensure all entrails and waste are properly disposed of! Use the fish cleaning table on the Main Dock.

5.2 Drying or airing of laundry or apparel on the docks, or in the rigging of boats or clotheslines on Float Homes is not permitted.

5.3 In the interest of the environment, no heads, sinks, bilges or petroleum products may be discharged anywhere within the Marina. Dispose of waste oil and other contaminants at proper disposal outlets.

5.4 The Marina provides a recycling station. Place all newspaper, mixed paper, cans and bottles into the appropriate recycling container.

*****Under no circumstances place cardboard in any recycling bin or into the garbage bin.** Cardboard placed in the garbage may result in a fine being levied against the Marina. Any person placing cardboard in the recycling or garbage bin will be levied a minimum service fee of \$100.00 for our staff to remove the cardboard or double any fine the Marina is levied by the Capital Regional District landfill. A cardboard recycling bin is provided—please use it. *******

5.5 The Marina provides a garbage bin for the disposal of your ordinary domestic garbage. Waste wood, fiberglass, carpeting or boat pieces, dead batteries, expired propane tanks, unwanted personal effects or equipment shall not be placed in the garbage bin or anywhere on the Marina property. Waste oil or other waste liquids or their containers shall not be placed in the garbage bin. **Any waste material other than domestic garbage must be taken by you to a proper disposal area off the Marina premises.** Any person placing prohibited waste material into the garbage bin will be levied a minimum service fee of \$100.00 for our staff to remove and dispose of the offending waste material.

5.6 No dogs, cats or other animals may be kept by Liveaboard boaters and Float Home Owners **except with the express consent in writing of the Marina.** The Marina has the absolute discretion to prohibit any animal in the Marina, even if agreed to in writing. All dogs and other animals shall be kept on a leash. You are responsible for placing any animal feces deposited by your animals or your guest's animals, securely bagged, into the garbage bin.

5.7 Skateboards, roller blades, bicycles, motorcycles, and similar wheeled devices are not permitted on the docks.

5.8 Charcoal or gas fired barbeques are not permitted on the docks.

6. Commercial Operations

6.1 No advertising signage or other signage (i.e. "For Sale", "For Rent", "For Charter") and/or soliciting for business of any kind whatsoever is permitted anywhere within the Marina except with the prior express written consent of the Marina. Offending signage will be immediately removed by Marina staff.

6.2 No boat, Hybrid Vessel or Float Home may be used in the operation of a business except with the prior written consent of the Marina and then only after all proper legal, leasing, insurance and other documentation required by the Marina or any governmental authority has been delivered to and accepted by the Marina.

7. Construction, Repairs on Cars, Painting

7.1 Only minor repairs may be carried out on boats within the Marina area. Major repairs must be carried out elsewhere. What constitutes "major repairs" is entirely at the discretion of the Marina Management. In particular, heavy sanding (for example, with a belt sander) which causes airborne dust and machine noise, use of spray guns above decks, heavy welding, grinding, substantial engine repairs and similar works will not be permitted.

7.2 You will be responsible for any oil, paint or other material spilled, dripped or collected on the floats or any other part of the Marina as a result of any work carried out in respect of your vessel or Float Home by you or your contractors. All costs and damages sustained by the Marina or other boat owners will be charged to you.

7.3 No repairs of motor vehicles or trailers (except very minor repairs in the opinion of the Marina Management) may be carried out anywhere within the Marina. In particular, engine repairs, oil changes, painting or bodywork, is prohibited.

7.4 Contractors or suppliers working on any vessel in the Marina must first register with the Marina Office before being admitted to the floats. You must notify the Marina Office if you are expecting contractors or suppliers to be working on or delivering material to your vessel. All contractors must be able to produce proof of insurance to the satisfaction of the Marina.

8. Operation of your Boat

8.1 All vessels approaching, using or leaving the Marina's floats or moorings shall do so in a cautious and seamanlike manner so as not to roll up swells or damage other craft or Marina property. Speed is not to exceed three (3) knots.

8.2 Except for entering or leaving slips, main engines, power generating equipment and other noise making machinery may not be operated between the hours of 9:00 p.m. and 8:00 a.m. Engines shall not be operated in gear while the vessel is secured to the dock. Unnecessary operation of engines in slips shall not be permitted.

8.3 You should be aware that "spring tide" or large tidal conditions may make ingress and egress from the Marina's floats impossible. As well, it is possible that your vessel may touch bottom during such tide conditions. If damage should occur to the vessel the Marina shall not be responsible for such damages.

8.4 It is your duty to ensure that any berth used by you is appropriate for the safe moorage of your vessel. When selecting a berth for you at the Marina, we will use our best efforts to locate a berth that is appropriate for your vessel on the condition we shall not be liable for any resulting loss, damage, or expense, including loss of use, howsoever caused, including by negligence.

8.5 When departing on cruises please inform the Marina Office and deposit a sail plan for your convenience and safety.

8.6 Rafting of boats anywhere within the Marina is not permitted except with the prior consent of the Marina, whose consent may be withheld at its sole discretion.

9. Personal Conduct

9.1 The safety, comfort and security of all boat owners and their families and guests as well as our own Marina facilities are our primary concern. We have a number of "liveaboards" and, therefore, a community in our Marina. Consideration of others is expected at all times. If, in the opinion of the Marina Management, a boat or Float Home Owner or the Owner's guests disregard these Rules and Regulations or cause disturbances then the Owner will have their Moorage License revoked and must leave the Marina forthwith. The Home Owner is responsible for ensuring that their guests observe all the conditions as set forth in the Moorage License Agreement and the Rules and Regulations as hereto set forth as well as any other requests as may be made by the Marina. Quiet time in the marina, is between 10:00 p.m. and 7:00 a.m. no exceptions.

10. Storage

10.1 One dock box, approved by the Marina, is permitted for each moorage slip. Other supplies, accessories, gear, boxes, material or any other things may not be stored anywhere within the Marina. In particular, nothing shall be left on the floats, gangways, parking areas or the uplands and anything left in these places will be disposed of by the Marina.

11. Dock Steps

11.1 If dock steps are required in order to board your vessel you must first obtain the Marina's consent to the placement of the dock steps, the steps design and method of attachment to the floats. Unauthorized dock steps will be removed.

12. Dinghies

12.1 Dinghies must be stored aboard your vessel or in designated dinghy storage rental racks and not tied alongside or left on the docks except with the consent of Marina Management.

13. Parking

13.1 Parking is not abundant in Westbay and your consideration of others is required.

13.2 Apart from "Visitor" area parking, all parking spots are reserved and rented on a monthly basis to liveaboard Marina users. Do not park in a Reserved Space except your own, otherwise you will be towed away at your expense.

13.3 Motorcycles may only be parked in the designated motorcycle parking areas.

13.4 No motor homes, campers, trailers or oversize vehicles may be parked anywhere in the Marine Village except in designated recreation vehicle sites.

13.5 No vehicle may be parked at the Marina that is not fully insured, licenced and in regular use. Storing of vehicles is prohibited.

13.6 Boat trailers may not be stored anywhere in the Marina except with the prior consent of the Marina Management whose consent may be withheld or revoked at its sole discretion.

13.7 No vehicles may be left at the wharf approach, in driveways or loading zones or blocking garbage and recycling bins.

13.8 Any vehicles parked contrary to these Rules and Regulations are subject to immediate tow-away at the vehicle owner's expense.

13.9 The Marina is not liable for the loss of any articles left in automobiles or for any damage any automobile may suffer while on Marina property.

13.10 Bicycles may only be stored on your vessel (not on the floats) or in the designated racks. Bicycles may not be left in any other place within the Marina.

13.11 All cars parking in the Marina between midnight and 6:00 a.m. must display a valid parking permit which is available at the Marina Office.

14. Moorage License Terms

14.1 It is expressly understood and agreed that this Moorage License constitutes a license only to use a berth designated by the Marina and is not a Bailment Agreement, Lease or Rental Agreement. The Marina does not, in any way, take possession of or undertake any duty to take care of the vessels or Float Homes berthed under this license.

14.2 This Moorage License or the mooring space assigned by the Marina may not be transferred or assigned by you either to another vessel owned by you or to a new Owner or to any other person, without the express written permission of the Marina. Sub-licensing is prohibited. All Float Homes and Hybrid Vessels must be owner-occupied unless the Marina grants express written consent to a non-owner occupant. All Boat owners, Float Home and Hybrid Vessel owners must deliver proof of insurance coverage of the Float Home or Hybrid Vessel to the satisfaction of the Marina on April 1st of each year.

14.3 All moorage fees, hydro fees, cablevision fees, parking fees or other fees payable must be paid monthly in advance on the first day of the month. An annual series of post-dated cheques from April 1st through to March 1st of the following year is required or an authority to debit your VISA or Mastercard must be established. It is the Owner's responsibility to ensure payments are made in advance to Westbay.

14.4 Goods and Services Tax, Provincial Sales Tax or Harmonized Sales Tax or any other applicable tax will be charged by the Marina and paid by you where required by law.

14.5 A security deposit equivalent to one full month's charges for moorage and services will be paid by the Owner to the Marina to be held during the term of the Moorage License. The security deposit secures the Owner's performance of the obligations imposed by the Moorage License and these or subsequent Rules and Regulations. The Marina will return the deposit or the balance of the deposit, without interest, within 30 days of termination and final reconciliation of the Owner's account.

14.6 Any returned cheque will subject you to a \$25.00 administration fee.

14.7 It is expressly understood and agreed that if moorage or other charges due hereunder are not paid within 7 days of the delivery to you of a written demand (by posting of a notice on your boat or Float Home), the Marina may, at its option, claim and enforce a Contractual Possessory Lien or Warehouseman Lien upon your vessel and/or Float Home until all such sums payable to the Marina have been fully paid. The Marina, upon exercising its lien rights as aforesaid, shall give notice thereof in writing to you (by posting of a notice on your boat or Float Home and by mail to your address shown on your Moorage License Agreement), together with a statement of sums claimed. If the moorage and/or other charges are not paid within 21 days of the giving of such notice, the Marina may sell the vessel and/or Float Home at public auction to recover the unpaid charges and all reasonable costs, including solicitor's costs, on a solicitor/client basis for so doing. The balance of sale proceeds, if any, shall be paid to you.

14.8 All overdue accounts will attract interest at the rate of 1 1/2% per month (18% per annum).

14.9 Boats moored at the Marina's floats shall not be used as living quarters except with the express consent of the Marina and only after payment of all applicable charges.

14.10 All boats used as "live aboard" and all Float Homes must subscribe for and pay all charges for hydro service and cablevision.

14.11 "Liveaboard" is defined as anyone sleeping on the vessel for more than 8 nights in any month or more than 24 nights in any sequential 365 day period or if the Owner declares the Marina to be their place of residence.

14.12 You may only tie your vessel up at the berth designated by the Marina and only after a Moorage License Agreement has been approved by the Marina Manager (including provision of current Survey and Insurance of vessel) and all applicable charges have been paid.

14.13 The Marina reserves the right, at any time, to rearrange the position of any vessel at the Marina's floats including assigning a different designated berth without previous notice to the Owner of such vessel (although we will always try to give you notice) and the Owner hereby appoints Westbay as agent for this purpose.

14.14 In the event that your vessel is to be away from its moorage for an extended period of time you acknowledge and agree that the Marina may sublet your moorage space to Transient vessels on a day-to-day basis at such rates as the Marina shall in its discretion set from time to time. All such moorage charges shall be divided equally between the Marina and you.

14.15 The Marina may charge for any emergency service required to be provided to your vessel or Float Home during your absence, and, while assuming no responsibility for services rendered in such instances, may enter upon your vessel or Float Home for such purpose.

14.16 The moorage fees for boats are based on the overall length of the boat, including bowsprit, swim step, dinghy davits, etc., or the length of the slip, **whichever is greater**. In the case of an extra wide vessel the beam may dictate the slip size. This determination is at the discretion of the Marina. Float Home moorage fees are based on the overall square footage of water area occupied by the Float Home, including all decks and overhangs. Moorage fees are payable for any time in which the vessel or Float Home is moored at the Marina's facilities.

14.17 Vessels used to live aboard cannot be sublet without the written consent of the Marina. Such consent may be withheld at the discretion of the Marina. Only persons indicated on your Moorage License may live aboard your vessel.

15. Payment of Real Property Taxes by Hybrid Vessel and Float Home Owners

15.1 If you are a Float Home or Hybrid Vessel Owner which is located at Westbay Marine Village, you are responsible for paying property taxes to the Corporation of the Township of Esquimalt. These taxes are due annually on the 30th of June each year.

15.2 You are required to pay your real property taxes to the Corporation of the Township of Esquimalt by no later than September 29th in each year (your taxes still remain due on June 30th). If you have not paid your taxes by September 29th, we are obliged to pay your outstanding taxes on your behalf on that date ourselves. The amount of taxes paid by us for you will be added to your moorage account and will be due and payable by you to us on October 1st. In the event that you do not pay all of that account by October 1st, the outstanding sum will attract interest at the rate of 1 1/2% per month (18% per annum) until paid in full. We will also consider your non-payment of your taxes (and, therefore, our account of October 1st in respect of your taxes) as a breach of your Moorage License Agreement which may result in termination of your Moorage License whereupon you and your Float Home or Hybrid Vessel will be required to leave the Marina.

16. Termination

16.1 Notwithstanding:

- any provision in the Moorage License Agreement;
- these Rules and Regulations;
- the frequency of calculation and/or payment of Moorage License fees;
- any Act or Regulation of the Federal Parliament;
- any Act or Regulation of the Provincial Parliament;

the Marina reserves the right to terminate your Moorage License at any time in the Marina's sole discretion upon giving you 30 days' notice in writing except in the case of non-payment of moorage fees, including real property taxes as set out in Part 15, in which case the Marina shall give at least 48 hours' notice to vacate the berth.

16.2 You may terminate the Moorage License upon giving not less than 60 days written notice to the Marina. No mid-month cancellations are possible. All Moorage Licenses must be terminated or charges will continue to accrue.

16.3 The Marina may terminate the Moorage License and require the removal of your vessel within 48 hours of written notice of the termination should you breach the Moorage License or these Rules and Regulations or should the Marina consider the continuation of the Moorage License to be detrimental to the safe, proper and/or economical operation of the Marina.

16.4 Upon the Expiration Date of your Moorage License, if no new Moorage License has been entered into, it is understood and agreed that the Moorage License shall, at the option of the Marina, continue on the same terms and conditions save the moorage fee, which shall be the current rates set by the Marina from time to time, until either a renewal License is executed or the Moorage License is terminated in accordance with these Rules and Regulations.

16.5 If you prepay your moorage on an annual basis (that is, at a discounted rate) and decide to terminate your Moorage License, your moorage fees will be recalculated and charged on a regular monthly You will be refunded the balance of your pre-paid moorage after all outstanding fees are paid.

17. Liability

17.1 You are responsible for your actions and the actions of your family, guests, contractors and suppliers. You specifically agree with the Marina that you will be personally liable and you agree to pay to and/or indemnify the Marina for any loss or damage to or disfigurement of any of the Marina's facilities including the floats, wharves, pilings, installations, utilities, machinery or premises, howsoever caused by you, your servants, agents, guests or invitees or by the sinking, explosion, burning or breaking free of your vessel and whether caused by accident or negligence.

17.2 All vessels must carry adequate insurance for loss or damage to the Marina's facilities and other vessels that may be caused by you and you must carry adequate public liability insurance. You must provide proof of insurance coverage to the Marina on request.

17.3 All vessels, Float Homes and ancillary equipment stored or moored on the Marina's premises by you shall be solely at your risk, and the Marina shall not be responsible under any circumstances for any loss or damage caused thereto whether caused by the negligence of the Marina, its servants or agents or the

acts of third parties, or otherwise. All vehicles parked on the Marina's premises and the contents therein are left at the Owner's risk. All persons using the Marina's facilities, floats and ramps do so at their own risk and the Marina assumes no responsibility whatsoever for the personal injury to you or your invitees occurring within the Marina's premises from any cause whatsoever.

17.4 Water, cablevision, electrical power and telephone cabling are provided for the convenience of the users of the Marina. The Marina accepts no responsibility for losses of these services. All vessels and Float Homes moored at the Marina and handled by the Marina's servants or agents and moved pursuant to Rule 14.11 or otherwise shall be at the Owner's risk and so long as they use their best efforts shall not be liable to the Owner for any resulting loss, damage or expense, including loss of use, howsoever caused, including negligence sustained by such vessels.

18. General

18.1 Moorage rates, hydro and cablevision service rates and other rates and charges are subject to change at the discretion of the Marina.

18.2 Water will be unavailable during periods of frost and may be turned off without warning. Keep all water lines open to a trickle in order to prevent frozen water lines. Cable service may vary in content.

18.3 Any notice required to be given to you pursuant to these Rules and Regulations will be sufficiently given if addressed to you at the address on your Moorage License (or at such other address you may advise in writing) and delivered to or mailed to that address, or alternatively, if delivered to your vessel or Float Home in which case you will be deemed to have received it 48 hours from delivery to your vessel or Float Home.

18.4 Any change of your address, telephone number or email address, or the sale of your vessel or Float Home must be reported immediately to the Marina Office.

18.5 The current Rules and Regulations and any future amendments to them as set forth by the Marina become part of the Moorage License.