



OAK BAY MARINE GROUP

Oak Bay Marina Ltd. Rules and Regulations

General

1. Oak Bay Marina Ltd. shall be defined as "OBM".
2. All moorage fees are payable in advance. Any overdue moorage fees shall bear interest at the rate of 5% per month (24% per Annum).
3. The overall length of the vessel for the purposes of calculating moorage includes all spars, brackets, swim grids, motors or other extensions, or is equal to the length of the finger to which the vessel is secured, measured in feet, whichever is longer.
4. The word "Licensee" used in these conditions means the person or persons named on the Moorage Licence Agreement, notwithstanding that such person, or persons is or are not in fact legal owners of the Vessel described therein. "Vessel" means the boat or vessel identified on the face of the Agreement, however where the Agreement includes a boathouse, "Vessel" shall also mean the boathouse.
5. All changes of address, telephone numbers and/or ownership of a Vessel shall be reported to OBM immediately.
6. OBM marina offices are not to be used as a mailing address for Licensees. Any packages or mail received at the marina office will be returned to sender.
7. The Licensee should report when the Vessel will be away from its moorage for any extended period of time. The Licensee expressly agrees and acknowledges that OBM reserves the right to use moorage space to accommodate visiting boats while the Licensee is not using the moorage space referred to in this agreement.
8. The Licensee agrees that if the moorage fees and any other charges payable are not paid when due, or if there is a breach of the Moorage Licence Agreement, these rules or regulations, OBM may at its option:
 - a. demand the Licensee immediately remove the Vessel from OBM property, and in the event the Licensee does not do so OBM may, but is under no obligation to, move the Vessel to a location of OBM's choosing. The Licensee hereby: (i) agrees any cost associated with the moving or storage of the Vessel will form part of OBM's lien under s.12(b)-(c) below; (ii) waives any past or present claim against OBM for damages arising from OBM's movement and storage of the vessel, even in the case of OBM's negligence; and (iii) agrees to hold OBM harmless from any claims by third parties arising from OBM's movement and storage of the Vessel;



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- b. to sell the Vessel and its contents as a Warehouseer pursuant to the B.C. *Warehouse Lien Act* (“WLA”), though hereby agreeing that OBM is not at any time a bailee of the Vessel and has no duty to protect the Vessel from harm;
 - c. to seize and sell the Vessel as a Garage Keeper pursuant to s.2-3 of the B.C. *Repairers Lien Act* (“RLA”) to the extent such remedy does not conflict with priorities under maritime law. The Licensee further agrees that by the Licensee removing the Vessel from OBM property with amounts owing under this Agreement OBM is not voluntarily surrendering the Vessel for the purposes of the *RLA*, *WLA*, or maritime law, and OBM may re-seize the Vessel and sell it to satisfy its unpaid account and expenses (including legal expenses) without registering a repairers lien; and
 - d. the Licensee agrees that any monies claimed by OBM as owing under this Agreement, including legal expenses for enforcing this agreement, are liquidated damages for the purposes of seizing and selling the Vessel or obtaining judgment against the Licensee and Vessel.
9. Should the terms of the Agreement be broken or OBM, at its sole discretion, terminate this Agreement, the Licensee shall remove the Vessel or cause the Vessel to be removed from the marina immediately.
 10. No advertising or soliciting is permitted on any Vessel using OBM’s facilities without the prior written permission of OBM.
 11. Licensees requiring electrical services must first make application to OBM. Licensees must also select a settlement option of either payment in advance or upon receipt of an invoice.
 12. The operating of a business from OBM’s docks is prohibited without the express prior written consent of OBM.
 13. Outside the normal maintenance of the Vessel such as washing, cleaning and waxing there will be no major refitting undertaken. This includes but in no way limits such things as grinding, spray painting, fibreglassing, or general construction. The definition of normal maintenance will be determined at the sole direction of OBM, and if a cease and desist notice is given to the Licensee and not complied with, then OBM shall terminate this Agreement.
 14. The Licensee agrees to use only environmentally safe products while cleaning their vessel.

Safety

15. The Licensee is responsible for the safe moorage of their Vessel and shall furnish and maintain their own safe line and chaffing gear. The chafing gear shall be attached to the Vessel only and not to the floats or pilings. Care must be taken not to affect any other berth or access with mooring lines.



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16. The Licensee is advised to check their Vessel regularly, especially after heavy winds, rain or snowfall. The canvas covering and pumping out of the Vessel is solely the responsibility of the Licensee.
17. There will be no dinghies or other goods and chattels of the Licensee or other party left on OBM's docks. The docks are to be maintained free and clear at all times of any obstacles such as equipment, storage lockers, dinghy racks, hoses or other attachments not permanently affixed and provided by OBM.
18. Children (age 12 and under) are not permitted on OBM's facilities, floats or wharves, unless accompanied by an adult.
19. No reflective type or flame type heater, no oil burners, wood-burning stoves or heaters shall be operated on any Vessel moored at OBM's facilities.
20. Electrical connections to vessels must be marine-grade power cords with watertight moulded plugs that meet fire regulations and the local electrical code.
21. With the exception of the Fuel Float at Oak Bay Marina, Pedder Bay Marina and North Saanich Marina, no mixing or transferring of petroleum products whatsoever shall be permitted on OBM's floats. The storage of inflammable liquid, oil rags, or other hazardous substances, pollutants or waste as defined by the environmental laws applicable in the Province of British Columbia, is prohibited on OBM floats or premises.
22. OBM may charge for any service required to be provided to a Vessel during the absence of the Licensee, and while assuming no responsibility for services rendered in such instances, may enter upon the Licensee's Vessel for such purpose. No such action including taking temporary possession of or entering the Vessel shall constitute a bailment.
23. A Vessel approaching, using or leaving OBM's floats or moorings shall do so as a cautious and responsible mariner so as not to create excessive wash or damage to other crafts or OBM property. Speed is not to exceed three knots.
24. No swimming, diving, fishing, crabbing or shrimping will be permitted within OBM's facilities.
25. Vessels approaching the floats or moorings shall only tie to the berth designated to the Vessel.
26. OBM reserves the right at any time to rearrange the position of the Vessel at OBM's floats without previous notice to the Licensee of the Vessel.
27. A Vessel moored at OBM's floats shall not be used as living quarters.
28. Dogs and cats not on a leash are absolutely prohibited from OBM's floats.



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29. In the interest of sanitation, no toilets, sinks, bilges, petroleum hazardous waste or other products shall be discharged while Vessels are in OBM's moorage facilities.
30. All refuse is to be placed in the designated containers provided by OBM.
31. To conserve water, Licensees are required to use a hose nozzle with automatic shut-off.
32. All Vessels must be maintained in good seaworthy condition. Any Vessel deemed by OBM in its sole discretion to be unsafe or an impediment to the safe and orderly operation of the marina will be considered in breach of OBM's Moorage Licence Agreement and these rules. OBM may rely on the remedies listed in s. 7 above, and any others available at law if the Vessel is not removed or its condition rectified to the satisfaction of OBM.

Boathouses

33. During periods of excessive snowfall, boathouse Licensees are responsible for snow clearance from their boathouse roof. If, in the opinion of OBM, snow accumulation on a boathouse constitutes an immediate hazard to the boathouse, surrounding boathouses, or other Vessels, OBM may remove the snow and the cost of this removal will be charged to the Licensee, and shall be payable upon presentation of an invoice by OBM and such charge shall constitute a moorage fee and be recoverable in the same way as moorage.
34. Vessels shall not extend beyond the inside water length of the boathouse. The definition of Vessel encompasses dinghies, spars, brackets and davits.
35. No alterations or changes that affect the outside appearance of a boathouse are permitted without prior written consent of OBM. This includes, but is not limited to, additions or extensions being made to the exterior walls, altering the exterior curtain, or changing the colour of a curtain.
36. The Licensee agrees to adhere to standards where applicable and as set by OBM and updated from time to time. Current Boathouse Standards are:
 - a. No alterations to existing boathouses are to be done without prior written approval from OBM;
 - b. No extensions or bump-outs may be installed;
 - c. Exterior siding must be in good repair;
 - d. Boathouse curtain must be blue, of a suitable material, in good condition and not extend past the opening of the boathouse structure;
 - e. Flotation must be in good condition. Encapsulated foam is recommended; and
 - f. Boathouses are for housing one Vessel only with the exception of a tender that is mounted to the main Vessel.

Ownership

37. The Licensee represents and warrants that he/she is the legal and beneficial owner of the Vessel.



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Code of Conduct

The word “Guest” or “Guests” used in this section means Licensee, Lessee or anyone affiliated with a Lessee, RV guest, visitor, family, friend, or anyone on OBM property that is not directly affiliated with OBM.

OBM prides itself on creating and promoting a safe and fun-filled environment. To promote everyone’s quiet enjoyment of our facilities, our policies and the Rules and Regulations establishes a clear set of expectations for behaviour. Such policies, and the Rules and Regulations include, but are not limited to:

1. Violence, harassment, discriminatory actions, public intoxication, profanity, or abusive language directed at any person will not be tolerated. Any Guest who causes or threatens harm to any person(s) or property will be subject to immediate removal from the company property.
2. No Guest shall engage in any improper conduct toward an OBM employee or any other Guest at any OBM property, including but not limited to:
 - a. Harassment, bullying or discriminatory behaviours;
 - b. Conduct, including physical actions that may be considered threatening, including but not limited to yelling and use of profane language;
 - c. Any disorderly, impolite or other inappropriate conduct that has endangered or might endanger safety, has injured or might injure any person, has caused or might cause damage to any OBM property, or has harmed or might harm the reputation of OBM; and
 - d. Sexual harassment, which can consist of a wide range of unwanted sexually directed behaviour, and is defined as: unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when such conduct has the purpose or result of unreasonably interfering with any person's experience or employee's work performance, creating an intimidating, hostile or offensive environment.
3. Smoking/vaping is only permitted on your vessel or in designated areas around the facility.
4. Alcohol/substance consumption may be consumed aboard your vessel (if vessel appropriately equipped), within your RV site or at licensed facilities. OBM would remind you that impaired boating is the same as impaired driving and is not tolerated.
5. Noise shall be kept to a minimum at all times, and Guests shall not operate or permit to be operated any sound-producing devices between the hours of 10:00 p.m. and 8:00 a.m. in Marinas and 11:00 p.m. and 8:00 a.m. in the RV Resort. All Guests shall use their discretion at all times when operating engines, generators*, radios, music or other electronic devices so as not to create a nuisance or disturbance. (*Generator operation is permitted between 9:00 am and 6:00 pm at the RV Resort).

All incidents will be promptly responded to by OBM to determine the appropriate action(s) that may be required to address and/or prevent further issues.



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This policy applies to every Guest on the property or in OBM facilities. Every Guest is responsible for any person(s) they bring to company property. If any Guest violates this policy, they will be asked to leave OBM company property, and if applicable, the associated Moorage Licence Agreement or RV reservation may be terminated at the sole discretion of OBM. Reprisals, retaliation or intimidation directed towards any person(s) who makes a complaint or reports unacceptable behaviour will not be tolerated.