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BOAT POLICIES Covering Boats at Maitland Valley Marina and Maitland Inlet Marina

These boat policies are to followed by all boat owners. Your signature on the Boat Dockage Renewal Sales Order confirms your acceptance of these policies and is required to secure your dock or storage reservation, otherwise you will be requested to remove the boat from the property. Failure to adhere by the marina policies may result in the boat owner being required to remove the boat from the premises and refusal to renew their dock agreement.

DOCK PROVISION POLICY

Dockage Assignment and Renewal

1. All dock assignments are done by the office **only**. When possible, a choice of docks may be given. Boats located in unassigned docks will be moved by marina staff without notification to the owner to allow the assigned user the use of their dock.
2. All boat owners are responsible for having boat insurance and assume all liability risks not covered by their insurance for damages caused by themselves or their guests.
3. Docks must be confirmed with payment, either in full or the required deposit as stipulated in the current rates sheet and accompanied by a signed Boat Dockage Renewal Sales Order preceding each and every dockage season. Prior season dock lease holder will be assigned the same dock each season except where the dock was leased for a single season only at the request of the original dock renter. Should the original dock renter decide not to renew the dock in the next season, the temporary assignee has the first right of refusal for that dock slip.
4. Docks not previously paid in full must be paid in full by April 1st of the dock season. Docks not paid in full may result in dock being forfeited and reassigned to an alternate customer. Dock usage commencement is determined by when boat is launched or arrival at marina by other means.
5. Any unconfirmed docks will be considered available for other boaters with appropriately sized boats upon request after **November 1st.**
6. Docks left vacant for several days by the boat owner for any reason may be used by the marina to dock transient boaters. Thus, to ensure you are not surprised by another boat in your slip, please inform the office when your boat will not be in the marina for an extended period and include your return date.
7. When dock repairs are needed, it will sometimes be necessary to temporarily reassign you to another dock until the repairs are complete. The Management will determine the priority of work being done and the time frame in which it is done.
8. All dockage payments made by credit card are subject to 2.5 percent surcharge based on the amount of payment.
9. Please refer to the dock agreement for any items that may not be specifically covered in this document.
10. The price charged for dockage covers only the use of the dock and common facilities (bathrooms, pool, beach, designated lawn areas, parking) and does not include any other services such as public launch ramps, mast hoists, etc.
11. All customers are required to maintain current contact information with the office and to provide complete information regarding theirs boats. Carefully review the Boat Dockage Renewal Sales Order each year and provide all missing or incomplete information when returning a signed copy to the office.
12. All customers are encouraged to provide an email address to enable electronic communications and to receive renewals and invoices in a cost effective and timely manner.

Dock Discounts on renewals:

1. All dock renewals are to done at full amount of dockage with only the earned discounts such as: "Dual Customer" can be applied to the renewal. See next section regarding discounts application for early payment.

2. Payment Discounts – Discounts for early payment (i.e. Schedule A) will **not be earned nor applied** until payment in full has been received – except in the case of postdated cheques or proof of recurring preauthorized bank payments having been presented to the office. Postdated cheques that are returned as invalid by the bank for any reason will be subject to a service charge periodically determined by the office based on current bank charges, and will result in any awarded early payment discount being cancelled from your account at time of the bank refusal, or once all postdated transactions have been processed.

Dock Cancellations:

1. Refund Eligibility is determined by when the office is notified the boat owner wishes to cancel the dock on which payment has been rendered to lease the dock:
    a. Before April 1 50 % of dock fee
    b. April 2 to May 1 40 % of dock fee
    c. After May 1st 0 % of dock fee
2. Cancellation fee retained by Maitland Valley as a result of a dock assignment cancellation will be available to be applied to the customer's next season only dock fee, if the customer requests a dock cancellation for a single season only.
3. Calculation of Dock Refund:
    a. Signed Dock agreement dock price less all dock discounts granted provides the basis for the applicable percentage refund.
    b. All other services prearranged on the signed dock agreement will be refunded at 100 percent of the service price, only if the service has not yet been provided, otherwise the service charge will not be refunded.
    c. The refund due is deducted from the original signed dock agreement in addition to the deduction of all monies paid.
    d. The remaining credit on account is refundable by cheque upon management approval of the calculated credit memo.

SERVICE PROVISION POLICIES

Launching / Haul out and other Services:

1. All service requests are to be requested and processed through the office. Management will periodically determine which services may be subcontracted to suppliers of our choice.
2. All services are to be paid in full at the time service is rendered and billed. Accounts are to be paid in full before any boat leaves our yard or marina basin.
3. Launch and Haul outs are designated for Wednesdays through Saturdays by appointment only. Launches may be scheduled starting the first week of May, weather permitting. Haul outs are to be completed prior to October 31 or earlier at discretion of management. If you are launching and hauling your own boat, please wait until May 1st to launch and have the boat removed from the slip by October 31 (or earlier if required).
4. Any boats requiring shrink-wrapping need to scheduled to be out of the water no later than **September 30th** each year. Shrink wrap requests are to be submitted before haul out. Since a limited number of boats can be completed each fall, shrink wrapping requests received late will be subject to staff availability and weather conditions.

Boat Storage:

1. Storage fees are charged at the start of each storage term, either Winter or Summer, as indicated in the annual rate sheets supplied with renewal and available in the office. Payment of boat storage constitutes acceptance of all boat policies contained in this document.
2. Storage fees are always payable in advance for the ENTIRE storage term. Any full month unused storage will be credited to the customer account at the time the boat is removed from storage to be applied to any services required or refunded when the boat leaves the premises after the customer account is paid out. Unpaid accounts are subject to interest charges from the start of the term. Liens will be placed on any boats whose storage has not be paid within 3 months of the start of the storage.
3. Dry boat storage in all cases is limited to a maximum of 1 years duration.
4. Boats in storage are the owner's responsibility at all times.
5. Boats that are allowed to deteriorate due to lack of owner's maintenance will be required to be removed from premises prior to the end of the 1-year term.
6. Boat owners must insure their boats while in storage and accept all responsibility for all liability resulting from their boat's storage or their presence at the marina.
7. The marina assumes no liability whatsoever for personal items stored below a boat in storage. Prior to the boat being removed from storage it is the boat owner's responsibility to remove all personal items from the area.

Mast Storage:

1. Mast racks have been provided for mast storage. Please do not leave masts anywhere else unless placement onto boat is expected within a reasonable timeframe and mast needs to be prepped for installation.
2. After haul out please complete the storage of the mast promptly.

Disposal of Consumable Products:

1. Shrink wrapping plastics and strapping:
    a. Fee of $121.38 plus tax is applicable for all boats shrink wrapped and stored onsite. Please notify the office if you perform your own shrink wrapping.
    b. Remove all strapping, string etc. from the shrink wrap before bundling.
    c. Do not use any heat to bundle the wrapping. Instead roll into a tight roll or fold into a neat package, and leave for marina staff to bag and remove for recycling.
2. Used oil drum is available beside Maitland Valley Maintenance Building for disposal of oil
3. Recycling and garbage disposal bins are provided for normal waste produced at the marina only. These bins are not to be used for items that you would not put into your garbage bin at home. You are not allowed to bring garbage from home for disposal.

Work by Outside Contractors / Non-Marina Employees

1. *Liability for Injury and/or Damages*
   Any customer who hires unapproved outside contractors to do work on their boats/trailers (i.e. shrink-wrapping, winterization and other mechanical repairs), are personally liable for any worker injuries and any property damage which may result from work done. Please refer to your dockage agreement or site lease agreement. All customers are required to sign these agreements on an annual basis.
2. *Site Cleanup and Waste Removal*
   All approved outside contractors are responsible for site cleanup and removal of all waste product. The boat or trailer owner will be responsible for removal of any and all waste left by their contractor.
3. *Specialty Work*
   Should specialty work be required which the marina/park does not provide, the owner's protocol for arranging such work must include the following items in order to meet the marina's/park's approval for work to be done onsite:
    a. ·Use of a previously approved contractor when possible (see list of Approved Contractors below)
    b. ·Provision to the office for pre-approval, a minimum of two weeks prior to the work start date:
        i. the contractor's name and contact information
        ii. Certificate of Liability Insurance issued by the contractor's insurer, listing the marina as the Certificate Holder
        iii. Contractor's WSIB clearance certificate, covering the period of time when work is being done

c. Obtaining and provision of any applicable work permits, as required by law
d. Approved Contractors
    i. Andrews Transportation
    ii. Argyle Marine Services—Brian Argyle
    iii. Bothwell Boat Transport—Dave Kopriva
    iv. Frank's—Canvas Repair
    v. Ed's Boat Repair—Ed Prezcator
    vi. Gozzard Yachts—Mike Gozzard
    vii. Brad McLean
    viii. PD Restoration—Phil Dickson
    ix. General Coach
    x. H& H Patio Enclosures
    xi. Other contractors may be added at the discretion of management
    xii. Suncoast Canvas

USE OF FACILITIES

Vehicles:

1. No more than two (2) vehicles may be parked on premises and are to be identified with a current year parking sticker. **Two parking stickers per site are obtained at the office and will be issued upon payment of dockage fees or summer storage fees each year.** Any additional vehicles – including those of visitors – must be parked in designated parking areas only.
2. Parking on grass areas or other non-designated parking areas is strictly forbidden.
3. Speed limit in Park and Marina is **15km/hr.** at all times.
4. Boats are **NOT** to be parked on trailer lots or on trailer parking spaces. Any temporary boats parked on boat trailers is to be authorized by the office and should be limited in time frame only to accommodate the launching or haul out of a boat or other specialized service work requested of the marina.

Security Access Cards:

1. Gate cards or fobs are issued to **current customers ONLY**. A maximum of 2 cards may be purchased at the Maitland Valley Marina office for a refundable deposit as determined by management, per card upon the return of an undamaged card to the office.
2. These gate cards or fobs have replaced our "code entry" system and are required to gain security access at gates and any buildings with carded security access (now or in future).
3. If your gate card / fob is not working, please bring it to the office to exchange for a new one. There is a replacement fee for a new card if your card is lost.
4. We no longer provide a passcode to customers who have neglected to obtain or bring a working card.
5. Cards destroyed or damaged through negligence will be not be eligible for a trade in, and will not be eligible for a deposit refund. The original deposit amount paid will be refunded for cards returned.
6. When selling your boat onsite, please turn in all cards in your possession for refund. New owners will be expected to obtain their own cards. Cards not returned to the office for refund will be cancelled by the office without notice after you cease being a marina customer. The only exception to the turning in of gate cards is where a boat owner either also owns a trailer or is a current paid member of the Goderich Yacht Club.
7. When selling your boat and including your current leased dock location as a condition of sale to the buyer, you will **NOT** have any priority for a new slip should you purchase another boat. Instead you will be placed on the current waiting list for dockage.

Personal belongings not stored on boats / Dock obstructions:

1. Please do not leave anything obstructing lawn maintenance on non-designated grassed areas – this includes but is not limited to gazebos, tents, lawn chairs, planters, bikes, toys, barbeques etc. Staff are not responsible for damage done to personal belongings left in inappropriate locations and are not expected to move each item while performing lawn and garden maintenance.
2. Please use only the designated areas along the basins for barbeques and dock boxes. Please do not put dock boxes on docks or fingers.

3. Dock boxes must be no more than 3 feet tall. Dock boxes are not to contain electrical appliances of any kind left plugged while owner is not in attendance. The use of fridges is not permitted inside dock boxes.
4. Please do not use the docks and fingers to sit in lawn chairs as a group, as it interferes with the use of the dock for other people to access their boats, or for staff when on docks.
5. Small dinghies are permitted to be in your slip at no extra charge. Other PWC such as seadoos or jet skis must be docked in the appropriate seadoo slips available for lease at both marinas. Use of other slips will constitute having a second boat and you will be responsible for payment of the 2nd slip.

Swimming and Fishing:

1. Access to the designated fishing area for fishing by patrons or visitors **must** be via the marked footpath located adjacent to the former railway embankment, or via the road system.
2. Cutting through river bank trailer lots to gain access to the river is ***STRICTLY PROHIBITED***.
3. Fishing off the bank in front of trailers, from docks, or from boats within the marina basin is ***STRICTLY PROHIBITED***.
4. The MNR regularly patrols the Park to ensure adherence to MNR licensing requirements. It is your responsibility to ensure that you have a valid fishing license.
5. **All** fishing access is restricted to **between dawn and dusk**, as indicated by sunrise and sunset times.
6. Swimming in the marina is prohibited.

Pets:

1. Pet owners assume all liability for their pets. Town pet bylaws are in effect at all times.
2. Pet owners are responsible for picking up their pet's waste.
3. An off-leash exercise area may be available at the far western point of land at Maitland Valley, beyond all transient trailer sites.
4. Pets must not be left unattended when the owner is away.

Quiet Hours:

1. Quiet hours are 11:00 pm to 8:00 am daily.
2. Playground hours are 8:00 am to 9:00 pm daily.
3. At any time, noise levels should be considerate of your neighbours by keeping to a reasonably lower volume.

Renting/Subletting/Loaning of Boats while docked or in storage:

1. Renting or loaning of boats to any other person/group/party is not allowed. You are fully responsible for all guests, and are expected to be present when guests are visiting.
2. No selling of merchandise of any kind by Park patrons is allowed on the premises.