

MARINA

RULES AND REGULATIONS



FRIDAY HARBOUR
All Seasons Resort

FRIDAY HARBOUR MARINA RULES AND REGULATIONS

The Marina Management Staff at Friday Harbour Resort would like to welcome you and wish you a pleasant and enjoyable experience during your stay with us. For your safety and enjoyment during your visit, we respectfully require that all Boaters, Boaters' passengers, guests and agents abide by the following rules and regulations. If we may assist you in any way to make your stay more comfortable and enjoyable, please do not hesitate to contact us.

1. DEFINITIONS

- "Boater": means the Owner and/or operator of a "Vessel" and includes Boater's agents, their family, crew, guests, invitees, licensees, sub-Boaters, servants, agents, and employees.
- "Marina": means all navigable waterways within the Friday Harbour Resort, including all structures, docks, walls, inlets and beaches.
- "Private Homeowner Slips": means those "Slips" alongside the townhomes occupying the south and west shores of the Marina as well as the two "islands" within the Marina.
- "Resort": means Friday Harbour Resort, Big Bay Resort Association and Friday Harbour Resort LP, its general and limited partners and each of their respective related and/or affiliated entities, and each of their respective officers, directors, shareholders, servants, agents, employees, contractors and subcontractors.
- "Slip": means the area beside a dock within which a "Vessel" can be moored, running the length of the dock, only.
- "Vessel": means any motorized or non-motorized water Vessel. Including, without limitation, sailboats, canoes, paddle boats, PWCs, which is operated within Marina jurisdiction and /or stored in the water at a Slip in the Marina.

2. LAWS AND REGULATIONS

Boaters shall fully comply with all applicable governmental laws, ordinances or regulations that apply to the operation and use of a motorized or other watercraft within the Marina. Violation of any governmental laws or regulations shall be cause for Friday Harbour Resort to immediately remove the Boater's Vessel from the Marina. Vessels shall conform to all Transport Canada governmental laws or regulations concerning Vessel safety and equipment. Boaters must verify their current documentation or registration for all Vessels berthed in the Marina to the satisfaction of the Marina management. Boaters shall comply with all additional rules and regulations adopted from time to time by Marina management. Canadian residents operating any motorized Vessel on Lake Simcoe must have proof of competency (Pleasure Craft Operator Card) as mandated by Transport Canada Shipping Act SOR/99-53

3. SLIP ASSIGNMENTS

Vessels may only occupy the specific Slip that was designated to them in their dockage contract. Vessels found in unassigned Slips may be moved at the Boater's expense or may be charged the per diem rate for the Slip. In the event the Marina is involved in, or sponsors special events, including, without limitation, yachting events or other events of civic, community, national, or international significance, the Marina reserves the right to relocate the Boater's Vessel on a temporary basis during such event. Boaters shall notify the Marina management three (3) days in advance of any period where the Boater's assigned Slip shall remain vacant for two (2) or more consecutive days. The Marina shall have the right during any period where the Slip is vacant for one (1) or more consecutive days to temporarily use, reassign and/or lease the Slip. The Marina shall make every effort to have the Slip vacated and available for the Boater's use prior to the date and time that the Boater notifies the Marina that the Boater's Vessel will return, or if not available, to provide the Boater with temporary substitute dockage. Visitor dockage may be relocated by the Marina at any time. These Slip assignment rules apply to Membership Slips only and are not applicable to Private Homeowner Slips.

4. MOORING

The Marina assumes no responsibility for improperly moored Vessels or improperly tied lines. Boaters shall properly moor and secure their Vessels at all times so that no damage occurs to their own Vessel, to other Vessels or to the Marina. The Marina reserves the right to correct improper mooring or improperly tied lines when necessary. Friday Harbour will not be responsible for any damages resulting from such corrections to mooring lines.

5. SINKING, LEAKAGE, UNSAFE CONDITIONS

Should a Boater's Vessel sink in the Marina, the Boater agrees to remove said Vessel within twenty-four (24) hours of its sinking, failing which the Marina may have the Vessel removed at the Boater's cost. In an emergency, the Marina may have a Vessel removed immediately. Any Vessel experiencing more than normal bilge discharge must be repaired or removed from the Marina. Boaters are responsible for maintaining their Vessels as necessary. Should an emergency develop whereby the Marina uses its equipment and/or manpower to pump water out of a Vessel, an hourly charge will apply. In the event of an emergency or if an unsafe condition is observed during the Boater's absence, such as the breakdown of a bilge pump, leads, bad lines or other cause, Marina management is authorized to arrange necessary repairs that will then be charged to the Boater. Nothing herein gives rise to any cause of action, claim, or other right for failure of the Marina and its employees and agents from taking any action under this paragraph or for any right, cause, or claim arising from the method of action taken by the Marina, its employees, or agents.

6. EXTENDING OBJECTS

In the Marina Village, each Slip has a maximum length overall and a maximum beam width limit in which a Vessel must fit. The Marina Manager will confirm these boundary dimensions upon assignment of a Slip.

A private Slip is accessed by a combination of a ramp and a dock; there are two available lengths of docks: 5m and 8m. Homeowners with private Slips are restricted to maximum lengths overall, beam widths, and wet weights for their docks.

- 5 metre dock: 26'6" x 9' x 7500 lbs
- 8 metre dock: 36'6" x 14' x 13,500 lbs.

Vessels with bow pulpits or other extending objects from the bow or the stern of the Vessel must be tied back so that such objects do not extend beyond the boundaries of their Slip.

All Boaters shall be responsible for all damage to docks, Slips, power pedestals, or other Marina property caused while docking. The Marina office is available to answer any questions or provide clarification.

7. VISITOR DOCKING

All visitor Vessels must register with the Marina office to be assigned a Slip. Check-out time for all visitor Vessels is 11:00 a.m. EST. Any Vessels remaining in the Marina after the specified time will be charged an extra day's Slip rental unless prior arrangements have been made with the Marina office.

8. WASTE DISCHARGE

Discharge of heads, Vessel toilets, holding tanks, oil, gas, or fuel into the Marina is a violation of governmental laws and these rules and regulations. Pump out facilities are available at the Marina at the posted rates. Emptying of portable toilets in restrooms or the Marina is prohibited. The restrooms at the Marina shall be used only for the purposes for which designed. Waste oil and battery disposal are not available at the Marina but can be facilitated by the Marina.

9. SPILLS, LEAKS AND ACCIDENTAL DISCHARGE

Spills, leaks or accidental discharges of deleterious substances including but not limited to fuel, oil, waste water, sewage, cleaners and waxes are the responsibility of the Boater. Any spill, leak or accidental discharge shall be reported immediately to the Marina. The Boater shall be responsible for all costs incurred to remediate the environmental impact of the spill, leak or accidental discharge at the discretion of the Marina.

10. BOAT CONDITION

Vessels docked in the Marina must be seaworthy and capable of moving under their own power. No Vessel shall create a fire hazard, a sinking hazard, or an unsightly condition. All Vessels must be approved by Marina management before occupying any Slip. Marina management reserves the right to request any Boater to provide a recent survey from an accredited marine surveyor at any time.

11. AUXILIARY CRAFT

The Boater covenants and agrees that all additional boats or crafts, including, without limitation, runabouts, rowboats, dinghies, PWC's and life rafts, must be placed on davits or physically upon the Boater's Vessel so as not to extend beyond their boat. The Boater also hereby covenants and agrees that if such crafts are not capable of being stowed or stored in accordance with this covenant, a Slip fee will be charged by the Marina for the additional watercraft. This rule applies to Membership Slips only and is not applicable to Private homeowner Slips as long as boat storage is not impeding waterway traffic at the discretion of the Marina Manager.

12. EMERGENCY MOVES

The Marina shall not be responsible to move the Boater's Vessel at any time. However, the Boater authorizes the Marina to move the Boater's Vessel (at the Boater's sole expense) as may be required in the event of an emergency or to avoid loss or damage to Marina property, as determined in the Marina's sole discretion. As per Section 46, any Boater with a Vessel that is moored at the Marina must provide the Marina office with their key. All keys are securely stored in a locked cabinet in the Marina office. The keys will be used to conduct arranged services or in the case of an emergency that requires their Vessel to be moved. The Boater further agrees that the Marina shall not be liable for any damage to the Vessel caused by it.

13. SEVERE WEATHER

Boaters shall be responsible for properly securing their Vessels in the event of severe weather so that no damage occurs to the Boater's Vessel, other Vessels or the Marina. If, in the sole opinion of the Marina management, the Boater has not taken necessary and appropriate precautions, Marina personnel may, but shall not be obligated to, appropriately secure Vessels or prepare Vessels for foul weather at the cost and expense of the Boater. The Boater shall be responsible for all damages to other boats and the Marina for failure to appropriately secure their Vessels.

14. MARINA MANAGER JURISDICTION

The Resort will employ a fulltime Marina manager (also known as a Harbour Master) to control Vessel traffic and associated operations. Any Vessel that enters the Marina immediately comes under the jurisdiction of Friday Harbour Resort and Marina management. Accordingly, Boaters must follow the instructions of Marina management and staff for the safety and well-being of all persons and Vessels using the Marina. The Marina manager reserves the right to monitor and control traffic coming both in and out of the Harbour.

15. ACCIDENT PROCEDURE

A responsible representative of each Vessel shall immediately report to the Marina management the time, place, cause, and circumstances of any accident or injury to a passenger or other person, or damage to any property in which a Vessel or Marina property is involved.

16. NO WAKE SPEED

All Vessels operating in the Marina must proceed at idle and no wake speed so as to cause no damage or injury to person or property. Boaters are liable for any and all damage or injury caused to any property or person by a Vessel's wake.

17. SUBMERGED OBJECTS

The Marina shall in no event be deemed to be responsible for submerged objects such as mooring lines and other devices or objects. The Marina shall in no event be deemed responsible for any damages that arise from the inflow of water/debris from the Marina inlets. Boaters shall be responsible for the operation of their Vessel within the Marina. Knowledge of the Marina and submerged objects shall be the sole responsibility of the Boater, and the Marina assumes no duty to notify or warn the Boater in connection therewith.

18. RULES COMPLIANCE

The Boater agrees to comply with all rules pertaining to Marina operations, all safety rules and provisions, speed limits, warning signs, and any and all other rules and regulations relating to public or private safety. No Slip or dock shall be used for any unlawful purpose, and no Boater shall do or permit any unlawful act on or upon their Vessel, Slip, or dock, or permit any act which shall be a nuisance to other Boaters or visitors to the Resort.

19. SAFE OPERATION

The Boater is responsible for the safe operation of their Vessel at all times. The Boater is likewise responsible for the actions of any other persons in charge of and upon their Vessel. Vessel operators shall be conscientious of other Boaters and Vessels within the Marina basin at all times and observe common maritime practices with regard to navigation within the Marina basin. All Vessels are required to respect and adhere to Transport Canada Rules and Regulations. All Boaters must have operator licensing as required by law. All posted signage within the Marina shall be obeyed at all times. Vessel operators and the Marina Office shall monitor VHF Channel 68.

20. DAMAGE TO MARINA PROPERTY

Boaters and operators of Vessels shall immediately reimburse the Marina for any damage or defacement that they, their Vessel, guests, or agents may cause to Marina property. Any dockage agreement will not be renewed with Boaters who have not satisfied such outstanding obligations within thirty (30) days of the occurrence of such damage or defacement.

21. OPEN FIRES AND GRILLING

Open fires, charcoal burners, barbecues, and grills are not permitted on docks or piers. The use of propane marine barbecues (Sea-B-Q style) devices are permitted to be used aboard Vessels provided they are fixed to the Vessel.

22. FUELLING

Fuelling may only occur at the designated fuel docks under the control of Marina management or staff. Any portable fuel containers are prohibited on the Resort premises at any time.

23. UTILITIES, HOSES, ELECTRICAL LINES AND WATER USAGE

Boaters shall not use electric, water, or outlets on any power pedestals other than at the Boater's assigned Slip. Boaters are responsible to run lines as required so as not to cause damage or injury to person or property. Use of electrical and other utility lines within the Marina is solely at the risk of the Boater, their guests, and agents. Only manufactured marine electrical cords and adapters may be used in the Marina. Cords may not be permanently affixed to docks or walkways. Water supply hoses of unattended Vessels shall be disconnected at the dock and stowed aboard.

24. CONSEQUENTIAL LOSSES; UTILITY SERVICE INTERRUPTION

The Resort or Marina are not responsible for any loss to food or any other personal property stored upon a Vessel resulting from interruption or discontinuance of electrical service or for any other reason whatsoever. The Marina is not responsible for any losses resulting from interruption or discontinuance of electricity, internet, or water service. Any electrical, mechanical, or structural failures related to Marina infrastructure must be reported to Marina management immediately so that such failures may be addressed.

25. COMMON AREA STORAGE

All common areas, including, without limitation, buildings, drives, recreational areas and facilities, grounds walkways, parking areas, and all docks and piers shall be kept free and clear of obstructions, and no materials or personal property of any kind shall be stored or left on docks. No part of the common areas, docks, and finger piers shall be decorated or furnished by Boater in any manner. All personal property must be kept on Boater's Vessel.

26. DOCK REPAIRS AND MAINTENANCE

Repair, maintenance, alterations, or additions to dock facilities may be performed only by Marina personnel or their agents. Boaters may not remove any fixture, addition, or improvement from the Marina, common areas, docks, or piers, or place any additions, improvements, or fixtures thereon, or make any modification thereto without prior permission from Marina management. Any dock improvements or modifications requiring fixturing, including but not limited to kayak or PWC holders, are to be purchased exclusively through the Harbour Master Building, in order to ensure consistent fixturing throughout the Marina and Friday Harbour Resort as a whole.

27. VESSEL REPAIRS AND MAINTENANCE

Routine maintenance such as cleaning, and minor repairs necessary for the preservation and seaworthiness of the Vessel at individual Slips are restricted to activities that can be performed without materials entering the waterway or causing any damage to common areas, docks, or piers. Painting, scraping, water proofing canvas or repairing of Vessels or gear shall not be permitted in Slips, on the docks, the finger piers, or any common area of the Marina. Routine maintenance and minor repairs are generally considered to be those that do not disturb the public peace and tranquility of any person aboard any Vessel within the jurisdiction of the Marina. No other repairs or maintenance may be performed in the Marina. No outside labour, craftsmen, or contractors may work on any Vessel in the Marina without the prior consent of the Marina management.

28. LAUNDRY, REFUSE AND MISCELLANEOUS

Laundry shall not be hung on Vessels, docks, or finger piers in the Marina. Refuse and garbage must not be thrown overboard. Refuse and garbage shall be securely tied in plastic bags and shall be deposited in trash receptacles supplied for that purpose. No person shall discharge oil, spirits, flammable liquid, paint or oily bilges into the Marina or trash receptacles under any circumstances whatsoever.

29. VESSEL LIGHTS

Excessive or "all night" Vessel lights shall not be used in a manner that causes a nuisance to other Boaters or Resort Homeowner.

30. DISORDERLY CONDUCT

Disorderly conduct by a Boater or their visitors, guests, family, or others will not be permitted. Public intoxication, profanity, or abusive language directed at anyone will not be tolerated. Any Boater, Visitor, Guest, family or others who cause or threaten harm to the person or property of anyone else will be subject to immediate removal from the Resort. Noise shall be kept to a minimum at all times, and no Boater shall operate or permit to be operated any sound-producing devices between the hours of 11:00 p.m. and 8:00 a.m. All persons using the Marina shall use discretion at all times in operating engines, generators, radios, music players and televisions so as not to create a nuisance or disturbance.

31. PETS

Pets, when on Resort property, MUST be controlled and accompanied by their Owner always. Pets must be on a leash or on Boater's Vessels always. Pets are not to be tied to any common area, dock, or pier. Owners must clean up after their pets immediately. Pets are restricted to normal domestic animals at the discretion of Resort management. Owners shall promptly reimburse the Marina for the cost of cleaning or repairing any damage to Marina property caused by pets. The Owner of each pet shall ensure that their pet does not interfere with the rights, comforts, or convenience of other Owners or Marina guests.

32. COMMERCIAL ACTIVITIES

Solicitations or advertising for any purpose on the water or land areas of the Marina are prohibited. Vessel or Slips may not be used for any commercial purposes or activities. Boaters shall not permit any solicitors, brokers, salespeople, or workers on or about the Vessel while it is in the Marina unless previously approved by the Marina management and accompanied by the Boater or an authorized agent of the Marina. All Boaters warrant that their Vessel is used for pleasure only and that they are not in the business of selling Vessels or any other type of commercial activity.

33. SWIMMING, FISHING AND MISCELLANEOUS ACTIVITIES

Due to boat traffic and the potential for electrical current, swimming, diving, kayaking, canoeing, paddle boarding and fishing are strictly prohibited within the Marina. The following activities, although not a complete list, are also prohibited in the Marina and on docks or piers: fish cleaning, the discharge of firearms, fireworks, and marine flares, the flying of kites, remote controlled drones, airplanes, Vessels, and cars, cycling or running, the use of motorized vehicles including electric carts, bicycles, skateboards, rollerblades or scooters. The Marina is to be accessed through the formal entrance or pedestrian access gate only. All Boaters shall acquire a registered access mechanism to gain entry to the docks where applicable.

34. CRIME DETERRENCE

Vessels should be secured at all times. The Resort or Marina is not responsible for failure of any party including, without limitation, Resort or Marina personnel, Boaters and guests, invitees, and agents of Boaters to lock or secure their Vessel.

35. SAILBOATS

All sailboats must have the halyards tied or secured away from the mast. If the slapping of halyards occurs, Marina staff are authorized to secure loose halyards at any time. There is a draft limit of 4'6" for all Sailboats. At all times, Sailboats must be operated under power within the Marina.

36. SIGNAGE

No signs or notices, including "For Sale", "For Rent", or "For Lease" signs or other display or advertising or other lettering for any reason shall be maintained, exhibited, inscribed, painted, or fixed on any part of the Marina, a Vessel in any Slip, or on any dock, pier, or common area. Marina staff are authorized to remove all signage in violation of this provision immediately.

37. MARINA PERSONNEL

The Marina management is responsible for directing and supervising employees at the Marina. Employees of Friday Harbour Resort are not to perform or be requested to perform personal services for Boaters which are outside the professional offerings of the Resort or the Marina. In the event an employee does perform such services for a Boater, regardless of when they are performed, such employee shall be deemed to be outside the scope of the employee's employment by the Marina and Friday Harbour Resort shall not be responsible in any manner for such employee's acts, injuries resulting in damages occurring to any persons or property and/or remuneration.

38. COMPLAINTS

Complaints regarding the Marina staff shall be made in writing to the Chief Executive Officer of Friday Harbour Resort. No Boater shall direct, supervise, or in any manner attempt to assert control over any employee of the Resort or Marina.

39. ACCESS

The Boater hereby grants access to their Slip and/or Vessel to the Resort or Marina staff or persons so authorized for the purpose of providing service, correcting any conditions originating in their Slip, threatening another Slip or the common areas, piers, or docks, or for the purpose of performing installations, alterations, or repairs to the common areas, piers, or docks adjacent to the Boater's Slip or in emergency situations.

40. PEDESTAL LIGHTS

Pedestal lights on all docks must remain on at all times.

41. MODIFICATIONS

The Resort or Marina reserves the right to alter, amend, modify, repeal, or revoke these Marina Rules and Regulations at any time.

42. CLAIMS

No Boater shall make any claim against the Resort or Marina, its affiliates, servants, agents, or employees for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any use of any of the recreational or Resort facilities. Each Boater shall defend, indemnify, and hold the Resort and Marina, its affiliates, employees, agents, and servants harmless from any and all liabilities, actions, losses, or damages arising out of the use of the Resort or Marina, common areas, piers, docks, and facilities by Boater, its servants, guests, licensees, invitees, or sub-Boaters, except where such loss, injury, or damage clearly can be proved to have resulted from and been caused by the gross negligence or intentional damage of or from the Resort or Marina, in which case any such claims shall be limited to the applicable limits of the Resort's or Marina's insurance policy.

43. INDEMNIFICATION

Boater and all servants, employees, agents, visitors, guests, and licensees of Boater shall be bound by these Rules and Regulations. To the fullest extent permitted by law, Boater shall indemnify, defend, and hold harmless the Marina, its employees, agents, and affiliates from and against all losses, damages, and expenses resulting from or arising out of a breach of these Rules and Regulations or any action or inaction of Boater or his sub-Boaters, servants, employees, agents, visitors, and licensees.

44. INSURANCE

All Boaters must maintain and provide proof of insurance at all times for their Vessels with the policies having types of coverages and amounts satisfactory to the Marina staff. The Boater agrees to maintain in effect throughout the term of this Agreement, and at the Owner's expense, liability insurance policy or policies in the amount of \$2,000,000 (two million dollars) covering the risks of loss or damage to hull and machinery and removal of wreck, and third party liability. The Boater will provide documentary proof of valid coverage to Marina staff. All Boaters must sign a Marina Slip Contract.

45. LIEN

The Marina shall have a lien against the Boater's Vessel, equipment, and contents for unpaid sums due for use of Marina facilities and services, or for damage caused, or contributed to by the Boater or their Vessel to any property of the Marina. In addition to the lien herein provided, the Marina shall have a lien under Repair and Storage Liens Act. R.S.O. 1990, Chapter R.25, if applicable.

46. KEYS

Any Boater with a Vessel that is moored at the Marina must provide the Marina office with their key. All keys are securely stored in a locked cabinet in the Marina office. The keys will be used to conduct arranged services or in the case of an emergency that requires their Vessel to be moved.

Disclaimer: The information contained within this document is for informational purposes only and subject to change and update without notice.

Last updated: May 2018



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All Seasons Resort

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