



Leamington Municipal Marina Rules & Regulations 2012

(Please keep this copy for your own records)

Leamington Marina is pledged to the provisions of first-class facilities and services and to the active promotion of safe boating and sound seamanship. These rules and regulations are meant to support these goals and to contribute to your overall enjoyment of the Marina and may be amended from time to time. Copies of all amendments will be posted and/or distributed to each owner.

All boaters using Leamington Marina facilities do so subject to the Rules and Regulations and all dockage rental Agreements will include and be subject to them.

1. The word “Operator” is used herein to indicate any person authorized to represent the Corporation. The word “Owner” is used to indicate the owner of a boat within the Marina or any person who is otherwise using the facility.
2. The season extends from May 1st until October 15th. The marina will be attended April 15 – April 30 weekdays between the hours of 0800 and 1700. Security will be provided from May 1st to October 15th between the hours of 2200 and 0600 daily. Boaters may put in earlier, however security commences on May 1st of each season.
3. For daily lessees the dockage day starts at 1200 hours: check-out time will be 1200 hours the following day and any boat occupying a berth after 1200 hours will be charged a dockage fee for that day. The Owner when checking out will report to the Operator’s office and settle all accounts.
4. When a boat enters the Marina, it immediately comes under the jurisdiction of the Operator and shall be manoeuvred, berthed or anchored as directed.
5. No advertising or soliciting will be permitted on any boat within the Marina or grounds.
6. All boats must be properly marked as required by law, before they will be permitted docking space.
7. Within the Marina limits are designated, established speed limits as posted must be observed.
8. No swimming, diving, water skiing or fishing will be permitted within the Marina limits as designated or along the outer break wall.
9. Owners shall not store supplies, materials, accessories, articles or debris upon Marina property and shall not construct thereon any lockers, chests, cabinets or modify docks in any way.
10. No refuse shall be thrown overboard. Garbage shall be deposited in receptacles supplied for this purpose and other debris shall be placed where specified. Note: engine oil and filters to be disposed of at the fuel dispensing station.
11. **NO** trailer storage is permitted on the parking lot or any other place at the Marina without the written approval of the Operator.

12. Vessels entering the Marina during an emergency shall report immediately to operator.
13. During the registered absence of the Owner's boat, the Operator has the right to rent his dock out on a daily basis. Operator must inform Owner of a 24hour plus absence from Marina.
14. All boats must be removed from the Marina on or before November 1st. The Operator has the right to remove any boat at the Owner's risk and expense after this date.
15. Owners are responsible for reporting to Canada Customs for all clearances.
16. **Owners shall not attach any objects or obstruct the walkways whatsoever that impedes passage.**
17. Fuelling of boats while moored in Marina is prohibited.
18. All sailboat halyards are to be tied down.
19. Owner not to permit any unlawful or improper noise or offensive use of Marina.
20. Owner shall immediately remove or replace any mooring lines considered by the Operator to be inadequate or unsafe.
21. Boats shall be secured to the assigned berths or moorings with fully adequate lines as appropriate. When required, the Operator may ask Owners to renew chafed, frayed or damaged lines.
22. Boats are required to enter and leave the jetty, service areas, berths; mooring under engine power or paddle. Arrival and departure under sail within the Marina as designated is prohibited.
23. Owners are strongly urged to make the wearing of life jackets or personal flotation devices mandatory for small children and non-swimmers in and around boats, berths and moorings.
24. Small children must be under the supervision of an adult or competent youth at all times.
25. Dogs are required to be leashed and under control at all times and to abide by posted signage.
26. Owners are not permitted to transfer mooring or berthing facilities or transfer a boat from one berthing or mooring facility to another without the approval in writing of the Operator having first being obtained. Owners are permitted to sub-lease dock space subject to concurrence of the following:
 - (i) A person may only sub-lease his dock space to a person who has purchased his boat that's docked at the marina.
 - (ii) An administration charge of one hundred dollars (**\$100.00**) will be assessed to the new Owner to implement the transfer of berth.
 - (iii) The assigned berth space would revert back to the original lessee should he wish the Marina space in the next year.
 - (iv) The sub-lessee is only valid for the balance of the boating season in which the transfer occurred.
 - (v) The sub-lessee's name, upon request, will be placed on the Marina waiting list and allocated according to space availability.

27. The Operator is not responsible for any losses or damages to boats in the Marina.
28. The Operator will not be liable for injury, damage or loss to person or property arising in connection with the use of the Marina, equipment or other facilities; however caused, including, without restricting the generality of the foregoing, the improper placement or shifting of channel marker, buoys or other navigational aids in the Marina, including approach channels.
29. Dockage rental Agreements are for the provisions of a mooring or berthing facility only, and the Marina services, equipment and other facilities are to be used entirely at the risk of the Owner, his passengers, crew or guests. The Operator will not be liable for the care or protection of the boat and its contents, the passengers, crew or guests or for any other loss, damage or injury occasioned to the boat or its contents or to the Owner, passengers, crew or guests, however caused. Owners will indemnify and save harmless the Operator from any liability, damages or expenses for which the Operator may be held liable in any action arising out of the use of the Marina or of any Marina services, equipment or other facilities by the Owner, his passengers, crew or guests.
30. Any violation of these Rules and Regulations or any disorder or indecorous conduct by the Owner, his passengers, crew or guests, that might, in the opinion of the Operator, injure any person, cause damage to property or harm the reputation of the Marina shall be cause for immediate termination of the dockage rental Agreement by the Marina and eviction of the Owner, his boat, his passengers, crew or guests from the Marina area.
31. **All Owners must maintain an uninterrupted insurance coverage from May 1st to October 15th and a copy of the current insurance policy must be submitted to the Corporation prior to May 1st of each year or on the renewal date.**
32. **The Owner shall have the right to cancel his berth prior to May 1st with full refund less a nominal cancellation charge of 10% or \$25.00. For any cancellation after May 1st, no refund will be paid.**
33. The Owner shall be responsible for adhering to the rules and regulations of the Ontario Liquor Licence Act.
34. **Barbeques or any type of cooking unit will not be permitted on the designated marina dock assigned to the Lessee.**
35. On the site repairs shall be conducted only after notifying the Marina Manager and obtaining a prior consent, which consent may be withheld at the discretion of the Leamington Municipal Marina or its manager for the proper conduct of such maintenance or repair work including the proper location at which such work may be carried out.
36. In the event that the boat sinks at the docks or elsewhere in the Leamington Municipal Marina area, then the Owner agrees to remove such boat within 72 (seventy-two) hours. If the Owner fails to so, then the Leamington Municipal Marina may remove the boat at the Owner's or Agent's expense and risk and the cost thereof shall be a debt due from the Owner to the Leamington Municipal Marina under this agreement.
37. **Marina Dock Gates – Have been installed as an enhanced feature to the Leamington Municipal Marina and serve the purpose of privacy, the gates are not intended as a full security measure as our contracted security company will remain on site per scheduled hours with assistance from the Ontario Provincial Police.**