



1. Wherever the word “owner” appears in this Agreement, it shall refer to the person or persons, or company, set forth on the face hereof, notwithstanding that such person, persons or company may or may not be legal owners of the vessel. Wherever the word “Marina” appears, it shall refer to SS Marina Ltd.
2. All vessels moored at the Marina’s floats, or being handled by the marina’s employees or agents or moved pursuant to rule 7 shall be at the owner’s risk and the Marina shall not be responsible under any circumstance for any loss or damage caused or sustained by such boats, whether the same be caused by the negligence of the Marina, its employees or agents or otherwise.
3. The Owner herewith agrees that in the event that the Owner fails to pay any amount under this Agreement the Marina may take or retain possession of the Owner’s vessel/s and/or other property to which this Agreement relates and the Marina shall have a lien upon said vessel or other property and in the event that any amount owed under this Agreement is not paid within 45 days after notice in writing of such lien has been given to the owner. The Marina may, in addition to any other remedy provided by law for the enforcement of liens or for the recovery of the amount owed to the Marina cause said vessel or other property to be sold either at public or private sale and may first retain from the proceeds of such sale the expenses thereof and the amount owed under the Agreement and shall return to the Owner any surplus of such proceeds. In the event that the proceeds of such sale are not sufficient to pay such expenses and any amount owed under this Agreement, the Owner shall forthwith pay the same to the Marina.
4. Each Owner is responsible for the safe mooring of his/her boat, and shall furnish and maintain his own safe line and chafing gear (fenders, etc.) The chafing gear shall be attached to the boat only and not to the marina floats. Care should be taken not to foul any other berth or access with mooring lines.
5. All vessels approaching, using or leaving the Marina’s floats or moorings shall do so in a cautious and seaman-like manner, so as not to roll up swell, or do damage to other crafts or Marina property.
6. Vessels coming into the floats or moorings shall not tie to any berth without first obtaining permission from a duly authorized agent of the Marina, and shall only tie to such berth as designated after a mooring agreement has been entered into and accepted by the Marina.
7. The Marina reserves the right at any time, with or without previous notice to the Owner, to remove a vessel from the water or rearrange the position of a vessel, for whatever purpose considered necessary by the Marina and without limiting the generality of the foregoing more particularly for the purpose of ensuring the safety and prevention from damage of any person or property to which the vessel is or may become a hazard.
8. No reflective type electric heater, flame type or oil burner shall be operated unless the Owner, or someone designated by the owner, is in attendance.
9. The storage of flammable substances, oil rags etc., is prohibited on Marina floats and premises. Owners may carry out minor repairs at the floats, but no litter shall be thrown overboard, or left on the premises. Garbage containers are located on site for the convenience of the users of the facilities after paying applicable fees.
10. Owners requiring power on a continuous basis must first make application to a duly authorized agent of the Marina. A reasonable charge will be levied for such use.
11. We are required by North Salt Spring Water Works to follow their usage restrictions, especially in summer. However, if allowed, it is our intention to provide water during dry summer months between the hours of 2pm-4pm daily. Please check with the office to verify the time. We encourage all boaters to fill up prior to arriving.
12. Boat washing, rinsing or spraying with a hose is not allowed at any time. However, boat washing with a bucket and sponge, squeegee, or chamois is allowed, ensuring that this process uses little water.
13. All vessels should be clearly marked with registration number as required by law.
14. Dinghies on the Marina premises or floats should be clearly marked with the registration number or name of the vessel or Owner, and must not be left on or tied to the floats.
15. Parking on Marina property is not included with moorage, and is not guaranteed.
16. Vehicles may not be left at the boat launch, wharf approach or driveways. Parking in loading zones is limited to 30 minutes. Parking anywhere on Marina premises is limited to 4 hours, and only while doing business at the Marina, Moby’s Pub, Harbour’s End Marine, or other retail shops at 124 Upper Ganges Road. Cars, trucks or trailers parked longer than 4 hours may be towed away or impounded

at Owner's expense. If parking is required occasionally for longer periods of time, you must obtain permission from the Marina office before leaving your vehicle in the parking lot. The Marina shall not be liable for loss of any articles left in automobiles or boats by the Owner.

17. Children under the age of 14 years, unless accompanied by an adult, are not permitted on the Marina floats. All children under 14 years of age shall wear life jackets on the Marina floats, without exception. A limited number of children's life jackets are available for loan while children are using the docks. For safety reasons, No Running is allowed on the docks.
18. Dogs not on leash are absolutely prohibited on Marina premises or floats. There is a dog walk located to the Northeast of the Garbage Dumpster. Please respect other people and use the bags provided and clean up after your pets when using the dog walk area or anywhere on the docks or other premises.
19. Owners are advised to check their boats regularly, especially after heavy winds or rain. Removal of excess water from canvas covers and open vessels is the responsibility of the Owner. Bilge water should not be pumped into Ganges Harbour.
20. Owners, their guests and employees, must conduct themselves in a manner not detrimental to the safety of the Marina, nor to the quiet enjoyment of others at the marina.
21. The Marina may cancel this Agreement if an Owner, his guests or employee break any of the provisions of this Agreement, and the owner shall upon cancellation forthwith remove his vessel from the Marina's premises or floats.
22. No refund shall be made of any moorage fees under this Agreement. The mooring space licensed by the Owner, or any space allocated to the Owner in accordance with the paragraph 6 of this Agreement, shall not be assigned by the Owner without the previous consent of the Marina in writing, and the Marina shall have absolute discretion to terminate any sub-license upon written notice to the Owner. Any Vessel occupying such space shall be removed within 48 hours from the mailing of such notice, and after the expiration thereof the Marina may remove such vessel at the Owner's expense.
23. A person purchasing the vessel designated on the Marina Agreement will not acquire any of the rights of the Agreement.
24. Any and all notices required to be given, in accordance with the regulations herein set forth, shall be addressed as follows: In the case of the Marina, to SS Marina Ltd, 124 Upper Ganges Road, Salt Spring Island, BC Canada V8K 2S2.
25. The Owner shall be liable for any loss, damage or destruction caused to the Marina's property by the Owner's vessel whether under operation and/or care of the owner or any other person on board with the owner's consent, both jointly and severally with such person and shall pay for the same within 30 days of receiving account for same.
26. For security and other reasons, the Owner must tell an authorized agent of the Marina when the vessel will be leaving and returning. This notice may be given in person to an authorized agent of the Marina, or by telephone, text, VHF, in writing or by email to **info@saltspringmarina.com**. It is a condition of this moorage Agreement that if the vessel is out of its berth, the berth may be rented as transient moorage; **If notice has been given by text, in writing, or by email (ie. verifiable), the Owner will receive a credit toward future moorage of 20% of the transient moorage fees collected.**
27. Live-a-boards are not permitted by bylaw 3.18. Occupancy is limited to 45 days in any calendar year, or not more than 30 days of which may be consecutive.
28. All vessels with a head (toilet) must have a functioning holding tank. In the interest of Marine habitat sanitation; toilets, holding tanks, sinks, bilges, and petroleum products shall not be pumped in to Ganges Harbor under any circumstances. A portable pumpout is offered to all customers for a nominal service fee.
29. All vessels must provide an insurance certificate for liability (minimum \$2,000,000) at the commencement of this moorage agreement, and annually thereafter.

By signing below, I hereby acknowledge that I have completely read, fully understood and agree to Salt Spring Marina's guidelines and rules.

Tenant Signature: _____

Print Name: _____

Dated (dd/mm/yy): _____, **2022**

SSM Employee Signature: _____