



BRIDGEWATER MARINA ASSOCIATION TERMS & CONDITIONS OF USE FOR SEASONAL CUSTOMERS

The following Terms & Conditions of Use apply to all seasonal users of the Marina facilities of the Bridgewater Marina Association (herein called the “Marina”), identified as the “Customer” on the registration form.

1. GENERAL RULES

- Noise curfew is between 2200h and 0800h
- A seasonal boater who will be away from assigned berth for 3 or more days must notify the Marina Association 24 hours prior to departure. When a seasonal boater’s vessel is away from his/her assigned berth, for a period exceeding three (3) days, the seasonal boater must inform the Marina Association twenty-four hours prior to his/her vessel’s return. Access to seasonal berths may be assigned to a transient boater by the Marina Association in the absence of a seasonal boater’s vessel.
- Outside contractors (mechanical, electronic, upholstery/canvas, cleaning/waxing etc.) are permitted to work on boats only if the Marina Association has given approval in writing prior to the beginning of the work.
- Marine contractors must submit copies of proper liability insurance and Workers Compensation to the marina office prior to any work being performed. All contractors must be in compliance with all applicable Occupational Health and Safety guidelines.
- “For Sale” signs are permitted on boats, limited by size and shape as approved by the Marina Association.
- Any seasonal or transient Boater tampering with Marina property or not adhering to the Terms & Conditions of Use will receive one verbal and one written warning. Thereafter, the Boater’s right to use the Marina may be terminated by the Marina Association without reimbursement.
- The Marina reserves the right to relocate any boat, should its location cause a safety hazard or impede the effective working of the Marina.
- All pets must be on a leash when on Marina property, and owners must pick up after their dog. Dogs are not permitted on adjacent private lands. Owners that permit their dogs to roam the Marina property or adjacent private property will be given one verbal warning. A second warning will be in writing and if there is a further violation of the leash requirement, the owner will be required to remove their dog permanently from the Marina property.
- The seasonal boater agrees that they shall not assign or sublet this agreement. The slip is not under any condition to be sold with the boat or to be part of any sales, rental or lease agreement.

- A Boater's credit is not transferable and cannot be brought over to the following season
- The seasonal boater agrees that the term of this agreement shall remain in full force and effect as long as he/she remains a tenant of the said marina, and shall apply to the boat.

2. MANDATORY SEVERE WEATHER BOAT HAULING/MOVING OUT

- Boats/owners that are assessed by the Marina to present the great load in case of severe weather and or hurricanes are subject to mandatory hauling or move-out from the marina in order to get as much weight off the marina as possible.
- A detailed hurricane action plan with day-to-day preparations has been prepared by the Marina, and your cooperation with preparations will be required.
- Boats/owners on the Hauling/Move-Out list will be contacted.

3. SAFETY

- Children (<10 years of age) must always be under the supervision and responsibility of an adult. For the security of children, it is **mandatory** that children wear a PFD (Personal Floating Device) at all time when on Marina property.
- All boats that are plugged into the shore power service of the marina must use properly rated marine shore power cords and/or pigtails, the rating to not be less than the rated output of the outlet. Boats that have built in AC power systems must have sufficient on-board main breakers. In the event that the boat using AC power does not have a polarity indicator (required by TPC and Underwriters) than the marina reserves the right to check the boat for reverse polarity. In the event that the boat exhibits this condition than the owner shall make the changes necessary to the boat to rectify this condition or cease drawing AC power.
- No running is permitted on the docks except for Marina staff when providing docking assistance.
- Swimming inside the Marina is strictly forbidden.
- Speed Restrictions: Within the Marina, all vessels must travel 'dead slow' and avoid creating excessive wash or disturbance to other berth holders.
- Smoking at the Marina is strictly forbidden, except on a Boater's personal vessel (unless it is being fuelled) or in specifically designated areas.
- For the safety and security of everyone in the Marina, all electrical cords and hoses must be properly coiled and not laying on the docks. When leaving the dock, all Boaters are requested to shut their breakers off.
- All sail boat owners must have their sails properly tied up and ropes should not hang loose during their absence.
- Barbecuing is strictly forbidden on the docks.

4. EMERGENCY PROCEDURES

- Fire Extinguishers and other safety equipment are located at numerous points at the Marina; please familiarize yourself with these locations. We take safety very seriously and request that all vessels carry the recommended number of fire extinguishers on board. **Should any Boater discover a fire please:**
 - Raise the alarm
 - Contact the Fire Department, if they have not already been summoned.
 - Clear the area of any person who may be in danger, particularly those downwind of the fire.
 - Leave the area in an orderly manner and assemble in the main car park.

5. RATES, PAYMENTS & REFUND POLICY

Seasonal Rate:

- \$50.00 per linear foot (minimum 20 feet)
- \$100 Annual Membership fee
- + 15% HST

Long-term Rate (5 year lease):

- \$200 per linear foot (minimum 20 feet)
- \$100 per year Annual Membership fee
- + 15% HST

Payments:

- Registration forms may be faxed to 902.543.0421 or mailed to:

Bridgewater Marina Association
c/o Graham Hopkins
60 Pleasant St
Bridgewater, NS
B4V 3X9

- Questions regarding payment can be forwarded to Frank Bemben (P:902.818. 7988) or Graham Hopkins (P: 902.541.4371 or E: ghopkins@bridgewater.ca) or Ryan Cook (P: 902.521.0543 or E: ryan@supercityrealty.com)
- Payment must be made in full by May 1st of each year and can be made in the following manner:
 - Cheque: Make payable and send to the Bridgewater Marina Association at address above
- The Marina opens May 1st of each year and closes November 15th each year. All boaters must have their vessel removed from the premises by November 14th each year or late fees will be applied. A fee of \$100 per day will be charged until the vessel is removed from the Marina unless bad weather does not permit the removal of the vessel. Seasonal leasee can pay the daily rate or seasonal rate, whichever is less.

Refunds:

- Seasonal boater:
 - 50% refund: Cancellation by May 30th each year, which will be issued only if and when the slip is re-leased .
 - No refund: After May 30th each year

- Long-term boater:
 - The Bridgewater Marina Association shall be given the first opportunity to purchase back the remaining season/s of a long-term lease. The refund will be prorated for that season and the remainder of the lease less 25% to be retained by the Marina Association as a management fee. Refunds will only be issued if and when the slip is re-leased and the Bridgewater Marina Association will approve the new lease based on the current wait list.

Member Benefits:

- 30 amps power per birth	- ½ rate pump-out services	- Water
- Laundry (\$)	- Ice (\$)	- Washrooms
- Proximity to services: restaurants, grocery & liquor stores	- Parking	- Garbage disposal

6. PARKING

- On designated lot only.

7. LIABILITY & INSURANCE

- All Boaters must carry and maintain sufficient third party liability and hull insurance coverage on their boat.
- A copy of your insurance policy covering your lease season must accompany your Seasonal registration form.
- Slip customers will be held responsible for covering the cost of any damage which they cause to the Marina property.

8. GARBAGE & WASTE DISPOSAL

- Vessels are not permitted to discharge waste within the Marina, sea toilets must not be operated within the Marina. Please use the washroom facilities at the Marina building.
- All garbage is to be placed in the garbage containers located at the shore side of the parking lot. Recycling rules are to be respected and garbage disposed of appropriately.
- At no time is it allowed to dump batteries or oil of any sort in the dumpsters. If you need to dispose of any liquids from your boat, please ask the Marina Association for assistance.

9. AGREEMENT REVISIONS

The Bridgewater Marina Association can amend the Terms of this agreement, except for the cost of the lease, which will remain in effect for the life of this agreement. A one month notice of an amendment to the lease will be given to leasees in writing or by email to the address supplied by the leasee at the time of signing this agreement.

10. DISCLAIMER

All Boaters acknowledge that they utilize the facilities of the Marina at their own risk. The Marina manager, Bridgewater Marina Association, its owners, shareholders, officers, directors, employees, invitees and assigns (collectively the "Owner") shall not be liable for any costs damages, claims or expenses arising in any way, directly or indirectly, from the Boater's use of the Marina including, without limitation, damage to Marina property, the Boater's vessel or personal property or that of another Boater, or any injury of death that may result to the Boater, any of the Boater's guests or invitees of the Owner (herein a "Claim"). The Boater hereby specifically releases the Owner from any liability whatsoever for a Claim, waives any cause of action the Boater may have against the Owner relating to a Claim, and agrees to and does hereby indemnify and save harmless the Owner against any Claim.

BRIDGEWATER MARINA ASSOCIATION

Marina Berth: Rental Agreement Disclaimer of Liability and Release

In consideration of being permitted to rent or use a "Marina Slip" at the Bridgewater Marina Association, I, the undersigned, do hereby release and exonerate the Bridgewater Marina Association, its servants and agents or independent contractors from any claim, injury or damages which I may suffer, or which may occur while my vessel is attached to a Bridgewater Marina Slip.

As per the Bridgewater Marina Association Rental Agreement, all persons renting a Bridgewater Marina Association Berth must have insurance equivalent of \$2 million per "Occurrence Liability" and provide proof of insurance coverage on request from the Bridgewater Marina Association and for the same consideration. I specifically agree to indemnify and save harmless the Bridgewater Marina Association from any damages suffered by myself or any other person as a result of my use of a Bridgewater Marina Association Berth.

I agree to pay for any and all damages by my actions or that of my vessel.

Dated at Bridgewater, in the County of Lunenburg, Province of Nova Scotia, this _____ day of _____, 20___.

Signature: _____ Witness _____
Renter / customer

Signature: _____ Witness _____
Marina Association

2015 Marina Slip Rental Rate:

- Rates:** Day: \$45.00 plus 15% HST = _____
 Weekend: \$100.00 plus 15% HST = _____
 Week: \$250.00 plus 15% HST = _____
 1-year Lease: \$ 50 X ___ ft (20' min) = _____ + \$100 membership fee + 15% HST = _____
 5-year Lease: \$200 X ___ ft (20' min) = _____ + \$100 membership fee + 15% HST = _____

Owner's Name: _____

Vessel Name: _____ Berth #: _____

Address: _____

Rental Dates: From _____ - _____

Insurance Provider (remember to attach proof of insurance) : _____

Phone #: _____ E-mail: _____

Office Use Only:

Date Received: _____

Amount Received: _____

Cheque #: _____

BRIDGEWATER MARINA ASSOCIATION APPLICATION

Name: _____

Mailing Address: _____

PO Box or RR#

Town / City / County

Province / State

Postal Code / Zip

Summer Address: _____

Phone Number: 1. _____ 2. _____

Email Address: _____

Boat Name: _____ Sail: ____ Power: ____

Signed: _____ Date: _____