

TOWN OF COMOX MUNICIPAL MARINA

TERMS OF AGREEMENT AND RULES & REGULATIONS 2019/2020



TERMS OF AGREEMENT:

IN CONSIDERATION OF OBTAINING USE OF THE COMOX MUNICIPAL MARINA, THE MARINA TENANT ACKNOWLEDGES AND/OR AGREES THAT:

1. The tenant is the owner or lawful user of the vessel.
2. Proof of ownership will be required when obtaining new berthage and may be required when renewing berthage.
3. The vessel/boat information provided to the Town of Comox is true and accurate.
4. There is adequate insurance, including third party liability insurance, which will be maintained while the vessel is in the Marina. The insurance will protect against loss, caused by storm, fire, theft, vandalism or any other cause whatsoever. By **March 31st**, of each year (**March 29th in 2019**), proof of adequate vessel insurance coverage (*a copy of the insurance policy detail page clearly indicating the requirement for liability insurance*) must be provided to Town Hall and maintained throughout the moorage year. **Tenants who do not provide this document by March 31st, (March 29th in 2019) will be required to remove their boat from the Marina until they can do so.**
5. The tenant will be solely responsible for themselves and their guests in the Marina and will use it at their sole risk. The tenant will obey and cause their guests to obey all rules and regulations regarding the Marina and its use established by lawful authority.
6. The tenant is solely responsible for any loss or damage to the vessel, its equipment and contents; and for any loss or damage caused by it, themselves, or their guests to person or property while in the Marina. The tenant will indemnify the Town of Comox and save it harmless from such losses or damages whatsoever. The tenant will make no claim and take no action against the Town of Comox and will have no enforceable claim against it for loss or damage to person or property arising in the Marina for any causes whatsoever; unless such loss or damage was directly caused by a deliberate wrongful act by the Town of Comox.
7. The Town of Comox is not and will not be a Baillie of the tenant's vessel, nor anything on it.
8. **Annual moorage fees do not include use of the boat launch facilities. During peak season, from May 1st to September 30th, launch passes must be purchased for use of this area of the facility.**
9. The tenant is responsible for locking the Marina gates. The security of the Marina is up to all users.

RULES & REGULATIONS:

THE RULES AND REGULATIONS ARE FOR THE BENEFIT AND SAFETY OF ALL MARINA TENANTS. VIOLATION OF ANY OF THESE CONDITIONS MAY RESULT IN FORFEITURE OF TENANCY.

PART I - ADMINISTRATION

1. Berthage Fees
 - a) On Floats 'A', 'B', and the west side of 'E' berthage fees are based on the length of the finger or boat; whichever is greater.
 - b) On Floats 'C', 'D', and the east side of 'E' berthage fees are based on length of the finger. Boats moored on these floats will not be permitted to extend beyond the length of the finger.

Marina rates, fees and charges are subject to review and change annually. The due date for payment of Marina invoices is **March 31st**. (**March 29th in 2019**) A 10% penalty will be charged on all amounts not paid by the due date.

2. At the time of registration, accurate length and width measurements must be indicated on the registration form (length to include bowsprit, swim grid or other attachments such as motors, etc.), together with information on any special design or width which would affect the type of berthage space assigned. Measurements must be confirmed by the Marina Caretaker before new registrations are finalized.
NOTE: In most cases, accurate measurements can only be made when the boat is in the water. Please arrange a suitable time with the Marina Caretaker.
3. Only boats assigned to the berthage space are permitted to be moored therein, unless prior approval has been given by the Marina Caretaker.
4. Following notification to the owner, the Town of Comox reserves the right to relocate the berthage position of any vessel.
5. A tenant shall be liable for any loss, damage, or destruction caused to Municipal property either by their vessel or their own action, and all costs shall be payable to the Town of Comox within thirty (30) days of notification.
6. Tenants desiring a larger or smaller berthage space are required to add their names to the current waiting list.
7. Electrical fees shall be paid prior to connecting to the Marina electrical system. **Failure to pay the required electrical fee will result in your vessel being disconnected from the system.**
8. The Marina year shall be designated as April 1st to March 31st. Rental shall be for a period of one year, excepting as otherwise set out by the Town of Comox, and will be restricted to one berth per boat owner or partnership.
9. **Tenants wishing to cancel their moorage (see PART II – Berthage 1.) during the Marina year must provide, in writing, thirty (30) days of notice. (If 30 days of notice is not provided, the tenant will be charged for the additional days.) If annual moorage is cancelled by the tenant with 30 days of written notice, fees may be refunded (prorated for the balance of the unused time remaining) net of a \$75.00 administration fee.**
10. **If moorage is not to be renewed, the tenant must notify Town Hall and the Marina Caretaker in writing, at least 30 days prior to March 31st. Failure to do so may result in the tenant being charged late fees and/or the monthly temporary moorage rate from April 1st, until 30 days from receipt of written notification.**

PART II - BERTHAGE

BERTHAGE: FOR THE PURPOSE OF THESE RULES AND REGULATIONS, BERTHAGE (BERTH) SHALL BE DEFINED AS THE WATER SPACE, AT THE COMOX MUNICIPAL MARINA, ASSIGNED TO A TENANT BY THE MUNICIPALITY.

1. Berthage is rented for personal use only. The Owner and/or Operator shall not assign the right to moorage hereunder. However, if the Owner sells the vessel identified in this contract and the new owner wishes to assume the moorage, application must be made to the Town of Comox for approval to assume the remainder of the moorage contract. **The Owner must inform the Town of Comox in writing that a bona fide sales transaction is to take place.**
2. Tenants who sell their boat must advise Town Hall **in writing** of the date of sale and may retain their vacant berth for a maximum period of 6 months from that date. Failure to register a new boat in that time period may result in the loss of the berthage space.
3. Excepting with the express permission of the Town of Comox, failure of the registered tenant to use the allotted berthage space for the vessel registered and assigned to that space for six of the twelve month period for which the berthage fees were paid may result in refusal by the Town for renewal of said berthage. Moorage does not have to be continuous, but accumulative during the twelve month period.
4. All boats assigned berthage in the Marina shall not exceed the length or width of the allotted berthage space. Allotted berthage space means: with respect to length – the length of the finger plus eighteen (18) inches on ‘A’ and ‘B’ Floats, and the length of the finger plus six (6) feet on the west side of ‘E’ Float, and the length of the finger only on ‘C’, ‘D’ and the east side of ‘E’ floats; with respect to width – half the distance between fingers less one foot. Bowsprits, swim grids or other attachments to the boat may not extend beyond the allotted space and shall not extend onto the walkway in such a manner as to interfere with foot traffic.

5. Due to liability issues tenants are not permitted to sublet their berthage spot. However, when a berth is temporarily vacated, the Town of Comox, having first obtained written permission from the tenant, shall be at liberty to sublet the space on their behalf. **Tenants will be reimbursed 50% of the sublet fee (before applicable taxes).** (Tenants not using their space for an extended period of time are encouraged to permit subletting.)
6. Berthage for commercial use is not permitted, except by special arrangement.
NOTE: Casual chartering not exceeding an aggregate of 20 days use per annum is not considered commercial.
7. Rafting of boats is NOT permitted within the Marina.
8. Security of the Marina is up to all users, therefore locking of the Marina gates is the tenant's responsibility.

PART III - MOORING

1. Each tenant is responsible for the safe mooring of their boat and shall furnish and maintain their own lines and chaffing gear. Chaffing gear shall be attached to the boat or tied to the floats; no other type of fastening is permitted. **Care should be taken not to foul any other berth or access with mooring lines.**
2. If a vessel is moored illegally, the Marina Caretaker is authorized to padlock the offending vessel.
3. Vessels moored at the Marina shall not be used as living quarters. **Exception: Tourist vessels moored at the Marina may be used as living quarters for a maximum period of two weeks.**

PART IV - ELECTRICITY

1. Each berthage space is entitled to only one connection to the Marina electrical system; where a connection is available. Electrical connections are not to be shared between vessels or berthage spaces. **Failure to adhere to this regulation will result in immediate forfeiture of tenancy and berthage in the Comox Municipal Marina.**
2. All tenants using the electrical services must first pay the appropriate electrical fee at Town Hall; failure to do so will result in disconnection.
3. **Any hazardous electrical hook-up will be immediately disconnected by the Town of Comox.** All extension or shore power cords used at the Marina shall be water-proof and in good condition. Only a minimum of 14 gauge (for 15 amp service) and 12 gauge (for 20 amp service) power cords are acceptable and must be kept on the wharf in a manner which reduces any tripping hazard. In addition, all power cords must be kept out of the water and unplugged from the power stand when not plugged into the vessel.

PART V - GRID

1. The grid is not considered booked, until it has been pre-paid at Town Hall.
2. The grid information package can be found at Town Hall or on the website: comox.ca

PART VI - WATER TRAFFIC

1. Operators of sailing vessels shall not maneuver under sail within the Marina, excepting sailing dinghies not equipped with motors.

PART VII - GENERAL

1. All persons using the Marina facilities do so at their own risk.
2. The Town of Comox shall not be responsible for any damage or injury sustained to any boat or person.
3. Parking for tenants is provided in the East and West parking lots. Parking of single vehicles in areas designated for vehicles with trailers is prohibited. **Vehicles parked in contravention of the regulations will be towed away at the owner's expense.**

4. The Town of Comox shall not be liable for loss of any articles left in automobiles or boats.
5. Swimming from or around the floats is prohibited.
6. Tenants wishing to take dogs to and from their boat may do so provided that the dog is on a leash.
7. Tenants, their guests, or employees, and the general public, must conduct themselves in a manner not detrimental to the safety of the Marina, or to the quiet enjoyment of others.
8. Storage of flammable liquids, oily rags, etc., on floats or Municipal property is prohibited, and any costs associated with the cleanup will be charged to the boat owner responsible.
9. The use of any oil based product or painting of any kind on floats, fingers, or grids is strictly prohibited.
10. No litter shall be thrown overboard. For the convenience of boaters, garbage containers are located next to both entry gangways. A cardboard bin and oil waste receptacle are located near the West entry gate.
11. In the interest of sanitation, safety, and the environment, no toilets or petroleum products shall be discharged while vessels are in the Marina.
12. Walkways and fingers must be kept free of tenders, dinghies, materials, debris, and equipment at all times.
13. All vessels should be clearly marked with name and/or licence number.
14. All boat owners are required to comply with the provisions of the current Fire Marshal Regulations and the Safe Boating Guide published by the Transport Canada. (<http://www.tc.gc.ca/eng/marinesafety/debs-obs-menu-1362.htm>)

PART VIII - ENFORCEMENT

1. The Town of Comox reserves the right to cancel the assigned moorage of any tenant who is in violation of the current rules and regulations.
2. Upon ten (10) days written notice, the tenant will be required to immediately remove their vessel from the Comox Municipal Marina premises or floats. Failure to do so will result in removal by the Municipality at the expense of the owner.