



Marina ~ Terms & Conditions of Use 2008 Transient Customers

The following Terms & Conditions of Use apply to all transient users of the Marina facilities of the Oak Island Resort (herein the "Marina"), identified as the "Customer" on the 2008 Registration.

1. General Rules

- Transient Boater's must vacate their assigned berth not later than 12:00 noon on the day of their departure.
- Late departures will be assessed an additional fee of \$10.00 per hour that they remain at their assigned berth, after the 12:00 noon departure deadline.
- Noise curfew is between 2200h and 0900h
- All dogs must be on a leash and owners must pick up after their dogs.
- Outside contractors (mechanical, electronic, upholstery/canvas, cleaning/waxing etc.) are permitted to work on boats only if the Marina manager has given approval in writing prior to the beginning of the work.
- Absolutely no "For Sale" signs or any kind of other advertising is permitted on boats. Boat owners are asked to use the "For Sale Catalog" binder at the Marina office to advertise.
- Any transient Boater tampering with Marina property or not adhering to these 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 manager 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.

2. Safety

- Young children must always be under the supervision and responsibility of an adult. For the security of children, it is recommended that children wear a PFD (Personal Floating Device) at all times when on Marina property.
- 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.



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- 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 sailboat owners must have their sails properly tied up and ropes should not hang loose during their absence.
- Barbecuing is strictly forbidden on the docks.

3. Emergency Procedures

- Fire Extinguishers are located at numerous points at the Marina; please familiarize yourselves 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 a member of staff who will call the Fire Department, if they have not already been summoned.
 - Clear the area of any people 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.

4. Liability & Insurance

- All Boaters must carry and maintain sufficient third party liability and hull insurance coverage on their boat.
- All Boaters acknowledge that they utilize the facilities of the Marina at their own risk. The Marina manager, the Oak Island Resort, 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 or death that may result to the Boater, any of the Boater's guests or invitees, any other Boaters, their guests or invitees, or any employees, 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.



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5. Rates, Payments & Refund Policy

- **Rates :** \$50.00 per night plus 13 % HST

Over 7 nights rate is \$45.00 per night plus 13% HST

Over 14 nights rate is \$35.00 per night plus 13% HST

Late departure fee \$10.00 per hour

- **Payments**

- Registration Forms must be completed and a credit card number must be placed on file
- Docking will be refused if the registration form has not been signed and if a boat is not insured.
- Payment can be made in the following manner:
 - Credit card
 - Cheque
 - Cash

6. Parking

- Parking near the fuel pumps is not permitted, except briefly for loading and unloading.

7. Garbage and 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 the garbage containers in the garbage sheds next the fuel tank & pump. Recycling rules are to be respected and garbage disposed of appropriately.
- Compost matter is to be placed in the green compost bin.
- At no time is it allowable to dump batteries or oil of any sort in the garbage containers. If you need to dispose of any liquids from your boat, please ask the Marina manager for assistance.