

The Cooks Bay Marina provides first-class facilities and services while actively promoting safe and sound seamanship.

The Cooks Bay Marina Rules and Regulations are for users of our marina and are meant to support our goals and to contribute to your overall enjoyment of the Marina.

All boaters using the Cooks Bay Marina facilities are subject to the Cooks Bay Marina Rules and Regulations, and all dockage Rental Agreements will include and be subject to them.

RULES AND REGULATIONS

- 1.** The summer season extends from May 1st to October 31st. By special arrangement and subject to the availability of the Cooks Bay Marina, the season may be extended to include the good days of fall.
- 2.** Owners will be assigned specific berth or mooring for the season, month, or day as appropriate by Cooks Bay Marina management. Only assigned berth or mooring may be used by the owner, except with approval in writing from the manager.
- 3.** The service area for pump-out, haul-out and launching, are not available for routine berthing of boats.
- 4.** Boats shall be secured to the assigned berths or mooring with fully adequate lines, springs or chains, as appropriate. When required, the Cooks Bay Marina staff may ask owners to renew chafed, frayed, or damaged lines; or may replace any dangerous lines for the owner's account, as necessary. Owners should use sufficiently heavyweight or braided Dacron. Every boat should have a bow and stern line and at least one spring line.
- 5.** Within the confines of the Cooks Bay Marina basins, boats must be operated at the minimum speed for safe operations.

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- 6.** Within the confines of the Cooks Bay Marina, the speed limit is 3 knots; we hope that for the protection of everyone's property, boaters will recognize and obey this important rule.
- 7.** Boaters are required to enter and leave the jetty, service areas, and berths, moorings under engine power or paddle.
- 8.** Towing operations must be cleared with the Cooks Bay Marina staff before being undertaken.
- 9.** The facilities and services of the Cooks Bay Marina are open solely to pleasure craft. All boats utilizing the facilities must be registered and licensed and must be identified and equipped in accordance with the Canada Shipping Act, Small Boat Regulations, and the Department of the Environment standards. Transport Canada regulations apply to all vessels and charter boats operating in the Cooks Bay Marina over 30 ft. All charter boats must also have proper commercial insurance.
- 10.** Our waterfront is unsupervised. For this reason, owners are strongly urged to make the wearing of life jackets or personal floatation devices mandatory for small children and non-swimmers. Swimming and fishing are not permitted within the confines of the Cooks Bay Marina. Small children must be under the supervision of a responsible adult or competent youth at all times.
- 11.** Should a pet be brought onto the Cooks Bay Marina property for a temporary visit, the pet is required to be leashed and under control at all times. Pet owners are responsible for cleaning up after their pets.
- 12.** Owners and skippers are responsible for their crew and guests at all times and must ensure their guests are aware of all rules and regulations of the Cooks Bay Marina. Bearing in mind that boaters are generally early-to-bed and early-to-rise groups. Owners are required to exercise sound discretion in the operation of generators, engines, radios and records, etc. From 11 pm to 06 am will be considered quiet hours.
- 13.** Owners and skippers 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 management having first been obtained.
- 14.** In the event of an emergency, if, in the opinion of the Cooks Bay Marina, an emergency exists, the Cooks Bay Marina retains the right to remove a boat from one berthing or mooring facility to another at the owners' risk. The boat owner will, when required by the Cooks Bay Marina or in the event of an

emergency, move his/her boat immediately in accordance with the instructions of the Cooks Bay Marina. The Cooks Bay Marina may, at any time, move a boat at the owners' expense and risk when the boat is unattached, and such a move is prudently required by the Cooks Bay Marina.

15. In the event of mechanical failure or other malfunction occurring to the gear, equipment, rigging, engine or hull of a boat which, in the operation of Cooks Bay Marina, constitutes as an emergency, or other threat to the safety of the boat or other boats in the Cooks Bay Marina areas, then, all such emergency repairs as may, in the absolute discretion of the Cooks Bay Marina, be deemed necessary under the circumstances. These repairs shall be made as economically as possible, and the cost thereof shall be a debt due from the owner to the Cooks Bay Marina. The Cooks Bay Marina is under no duty to affect such emergency repairs and will not be liable to effect such repairs.

16. All garbage MUST be deposited in the bins provided. Owners may only dispose of household garbage within the Cooks Bay Marina grounds. Any other garbage such as old BBQs, tires, batteries, oil, and wood must be dropped off at the proper municipal disposal facilities.

17. NO advertising or soliciting will be permitted in the Cooks Bay Marina areas unless authorized by the management.

18. For the safety and convenience of all concerned, BBQs must be in good working condition and can only be used at the designated BBQ stations. All BBQs must be removed by owners no later than September 30th, the end of the summer's season. Owner BBQs must have vessel or owner's name on it if left on marina grounds. If not, it will be considered abandoned and will be removed from the property.

19. No outsourced business activity connected with boats, boating or both, including the boat brokerage business and any activities associated with such business, will be carried in, on, or from the Cooks Bay Marina areas or in any other location on the site unless authorized in writing by the management, and the address of the Cooks Bay Marina will not be used for business purposes unless authorized in writing by the management.

20. No person shall store supplies, accessories, debris, or other materials on the docks nor construct any lockers, chests, or other structures without approval in writing by the management on marina ground.

21. Boats will not be allowed to overhang the walkway without written approval from Cooks Bay Marina management.

22. In the event that a boat sinks at the dock or elsewhere in the Cooks Bay Marina grounds, the Owner must remove such wreck forthwith at his/her own expense. If the Owner fails to do so, then the Cooks Bay Marina may remove the wreck at the Owner's expense, and the cost thereof shall be a debt due from the Owner to the Cooks Bay Marina. The Cooks Bay Marina reserves the right to cancel the agreement and repossess the slip should a sinking occur.

23. All debts due by a boat owner shall be paid to the Cooks Bay Marina on demand and, in the event, upon the termination of the dockage rental agreement.

24. All boat owners and skippers must notify the Cooks Bay Marina when leaving for an extended journey. The Cooks Bay Marina reserves the right to rent the mooring facility provided under the dockage rental agreement when vacant. Transients will; however, move their boats as directed by the Cooks Bay Marina to accommodate returning boats, which use the Cooks Bay Marina as their homeport.

The dockage day starts at 10:00 hours. Check-out time will be 10:00 hours the following day, and any boats occupying a berth after 10:00 hour will be charged a daily dockage fee for the full day. Owners shall, when checking out, report to the Cooks Bay Marina office and settle all accounts before leaving.

25. All personal property must be removed from the Cooks Bay Marina areas upon the termination of the dockage rental agreement. Including removal of owners' BBQs and, or dinghy unless approved by management.

26. Any references to the boat owners in these rules and regulations shall be deemed a reference also to the person in charge of a boat where such person is not, in fact, the registered owner of that boat.

27. The Cooks Bay Marina will not be liable for injury, damage, or loss to person or property arising in connection with the use of the Cooks Bay Marina areas or any Cooks Bay Marina services, equipment or other facilities, however, caused, including, without restricting the generality of the foregoing, improper placement of shifting or channel markers, buoys, or other navigational aids in the Cooks Bay Marina areas, including approach channels.

28. Dockage rentals agreements are for the provision of a mooring or berthing facility only, and the Cooks Bay Marina services, equipment, and other facilities are to be used entirely at the risk of the owner, passengers, crew or guests. The Cooks Bay Marina will not be liable for the care or protection of the boat and its contents, the passengers, crew or guests, or for any loss, damage, or injury occasioned to the boat or its contents or to the owner, passengers, crew or guests, however, caused. Boat owners will indemnify and save harmless Cooks Bay from any liability, damages or expenses for which the Cooks

Marina may be held liable in any action arising out of the use of the Cooks Bay Marina services, equipment or other facilities by the owner, his passengers, crew or guests. All seasonal mooring contracts require proof of Protection and Indemnity (liability) limit of \$1,000,000.00.

29. All boats MUST be identified with boat name and or registration number clearly visible and dock allocation decals affixed. Again this is a MUST in the Cooks Bay Marina Rules and Regulations

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 Cooks Bay Marina, injury to any person, damage caused to property or harming the reputation of the Cooks Bay Marina, shall be cause for immediate termination of the dock rental agreement by the Cooks Bay Marina and eviction of the owner, his boat, his passengers, crew or guests from the Cooks Bay Marina area.

31. Security must be a concern for all boaters. Our record has been good and can be improved with your co-operation.

32. No open alcohol consumption is permitted on marina grounds.

33. Management and staff have the right to refuse service with or without just cause once approved by management.

34. All fuel must be purchased at the Cooks Bay Marina gas and pump-out station within Marina business hours only under the supervision of a marina staff present. Anyone not abiding by these rules will be evicted from the Cooks Bay Marina without a refund.

35. An additional fee will be added to the winter storage contract to cover shrink wrap disposal costs.

36. Any vehicle left in the parking lot while boating for an extended cruise, please notify management to receive an assigned spot.

The Cooks Bay Marina Rules and Regulations are set in place to support our goals and to contribute to your overall enjoyment of the Marina.



Relax! You are here now.

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