

Wye Heritage Marine Resort

3282 Ogdens Beach Rd. Midland, ON
L4R 4K6 TF: 1-888-WYE-KNOT
P: 705-526-0155 F: 705-526-4903

RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME BASED ON THE MARINAS SOLE AND UNFETTERED DISCRETION

- 01) Periodic safety inspections may be required by the employees of the Marina and boats may be boarded by Marina employees in the event of an emergency which may, in the opinion of the Marina, exist. This includes if the bilge pump comes on and is discharging oil.
- 02) It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the Marina and, if not acceptable, Marina staff will adequately secure the boats and assess appropriate service fees if/as warranted at the Marina's sole discretion. This includes ropes on masts that cause noise.
- 03) No refuse of any kind will be thrown overboard, and garbage and recyclable material must be deposited in the appropriate bins supplied for that purpose and failure to do so will lead to a request that the Owners remove the refuse from the complex to an alternate recycle program.
- 04) No bilge pumps are to be turned on in the harbour and Part III of the Oil Pollution & Regulations Act shall be adhered to. If the marina identifies a vessel doing so we will take the necessary measures to minimize harm to the environment.
- 05) Vessels can only be filled at the designated fuel dock and under the auspices of the Fuel Handling Act. Under no circumstances is gasoline or diesel to be transported from portable cans to a craft's fuel Tank in the harbour operated by the Marina.
- 06) Painting, scraping, and/or repairing of gear will not be permitted in the Marina with the extent of repairs and/or maintenance to be made in any case at the discretion of the Marina. The Clean Marine Policy and rules of the Marina must be adhered to. The marina has the right to halt any work we deem to be harmful to the environment or is causing excessive noise
- 07) Charcoal fires or gas barbeques will not be permitted within the confines of the marina except in areas designated for such use.
- 08) Keep noise levels to a minimum at all times and exercise reasonable care in the operation of generators, engines, radios, etc., so as to not cause a nuisance to others (indication of noise curfew). Open fires are not permitted. Propane fire places are permitted but cannot be left unattended. It is at the marina's discretion to extinguish the fire should weather conditions dictate. Loud music or partying will not be permitted
- 09) Swimming or fishing are not permitted within the Marina.
- 10) Young children must be accompanied by adults at all times and they must wear lifejackets when in small boats or near the water. Closed shoes and approved personal flotation must be worn by all clientele and guests while on the docks and waterfront property.
- 11) Pets shall be leashed within the confines of the Marina in accordance with by-laws. Owners must pick up after their animals. Stoop and scoop stations are located throughout the marina.
- 12) The Owner agrees that they will not store supplies, accessories, debris, and/or other materials on the docks and that they will not construct thereon any locker, chests, and/or other structures without written permission of the Marina. Dock boxes must be at a standard acceptable to the marina.
- 13) In the event that a boat sinks at the dock or elsewhere in the Marina area, the Owner agrees to remove such wreckage immediately. If the Owner fails to do so, the marina will remove the wreck at the Owner's risk and expense. The marina will immediately take steps to minimize the effect to the environment and will take action to float the boat and haul it out to secure it.
- 14) The Marina reserves the right to the rent the mooring facility provided under this Licence when vacant for a period of time in excess of twenty-four (24) hours.
- 15) All personal property must be removed from the Marina areas upon termination of this Licence.
- 16) All power and auxiliary power vessels will be under said power when entering or leaving the harbour.
- 17) (a) The Owner covenants with the Marina that the Marina shall have the right to cancel and terminate this Agreement by reason of any one or more of the following
 - (i) if the Owner shall default in payment of any fee, or other charge, expense or cost payable to the Marina under any part of this Agreement or further Agreement or contract pertaining hereto;
 - (ii) if the Owner, his immediate family, his visitors, guests, agents, employees or workmen engage in any conduct or act that is contrary to this Agreement
 - (iii) if the Owner, his immediate family, his visitors, guests, agents, employees or workmen violate, breach, or fail to perform any undertaking or covenant contained in this Agreement
 - (iv) if the Owner has given false or misleading information required in the preparation of this Agreement or any document prepared in connection therewith.
 - (v) If there is no valid insurance on the vessel. 2,000,000 in liability.
- (b) upon such termination, the Marina may forthwith take possession of the licensed area and at the cost of the Owner, remove him, his immediate family, his visitors, guests, agents, and employees, and all their property therefrom, and neither the Marina nor its officers,

Wye Heritage Marine Resort

3282 Ogdens Beach Rd. Midland, ON
L4R 4K6 TF: 1-888-WYE-KNOT
P: 705-526-0155 F: 705-526-4903

servants or agents by liable in damages or otherwise by reason of such termination and removal, and notwithstanding such termination and removal the Owner shall pay in full the fees and expenses due under this Agreement. The Owner further agrees that he shall pay all costs and expenses including legal costs on a solicitor and client basis, incurred by the Marina in enforcing its rights and remedies under this Agreement. Notwithstanding any other rights and remedies under this Agreement Licensee acknowledges and agrees that should he fail to pay any amount due and payable under this Agreement or any further Agreements or contracts pertaining hereto, or should the Owner become liable to indemnify the Marina under the terms of this Agreement, the Marina shall have a lien therefor against the Boat and its contents.

(c) Notwithstanding any terms or conditions herein contained, the Marina, in its sole discretion in addition to any other remedy open to it, may at any time without notice take possession of the Boat without process of law until such time as the amount due and payable to the Marina pursuant to this Agreement is fully satisfied. The Owner further hereby authorizes and empowers the Marina, its servants, employees, agents or other representatives to enter any place where such Boat may be found for the purpose of taking possession thereof. On the occurrence of any such an event or events of default, the Owner hereby irrevocably appoints the Marina or any of its officers or employers as the Owners true and lawful attorney to execute such documents as may be necessary for the purpose of regaining possession of the Boat and contents thereof. The Owner shall pay the costs of such repossession including transportation, storage and legal cost on a solicitor client basis. The Owner agrees that the Marina may sell the Boat and its contents thirty (30) days after the mailing by regular post of a demand for payment of any amount due and payable pursuant to the Agreement or any further Agreements or contracts pertaining hereto. The Marina may sell the Boat and its contents without any further notice at a public or private sale and apply proceeds of such sale toward the amount due and owing including the costs and expenses of sale to the Marina by the Owner. In the event the proceeds of sale exceed the amount due and payable to the Marina pursuant to this Agreement such excess amount shall be paid to the Owner. Notwithstanding any such sale by the Marina, the Marina may proceed against the Owner in any court of competent jurisdiction against the Owner for any deficiency in amount due to the Marina.

18. Commercial operations of any kind- are not permitted to operate out of the marina property. Some examples of these operations are boat bnb's and chartering.

19. Quiet hours. Noise will be kept to a minimum. This includes music or any other sound which one may find disruptive. Quiet hours are from

11 p.m.-8 a.m.

20. Violence and Harassment: Violence, harassment, public intoxication, profanity, or abusive language directed at anyone will not be tolerated. Any Boater, Visitor, Guest, family or others who cause or threaten harm to the person or property of anyone else will be subject to immediate removal from the Resort.

21. Please respect others and ensure your vessel is not causing a wake in the marina. Remember, you are responsible for your wake.

21. No signs such as For Sale are permitted in the marina and will be taken down immediately.

Executors, Heirs, Administrators:

This Licence shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors, and/or assigns, and all references to the Owner shall bind the actual Owner or Owners of the Boat and their respective heirs, executors, administrators, personal representatives, successors, and/or assigns.

Entire Licence:

This Licence shall constitute the entire Licence between the parties. There is no representation, warranty, condition, and/or collateral agreement affecting this Licence other than as expressed herein in writing and any amendments hereto must be made in writing and signed by the Owner and Marina. The Licence shall be read with all changes of number required by the context.

Jurisdiction:

The rights and obligations under this Licence shall be interpreted and construed in accordance with the laws of the Province of Ontario.