



**COW BAY MARINA FEES AND REGULATIONS  
BYLAW NO. 3662, 2025**

A BYLAW TO REGULATE THE FEES AND REGULATIONS OF COW BAY MARINA

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The Council of the City of Prince Rupert in open meeting assembled, enacts as follows:

**Part 1 INTERPRETATION**

**Title**

1.1 This Bylaw may be cited as “Cow Bay Marina Fees and Regulation Bylaw No. 3662, 2025”.

**Interpretation**

1.2 If any portion of this Bylaw is held to be invalid or illegal, that portion is severed from this Bylaw, and the remaining portion is to be read and construed as separate and distinct from the severed portion.

**Schedules**

1.3 The schedules attached to this Bylaw form part of this Bylaw and any fee or charge described in a schedule is hereby imposed under this Bylaw.

**Part 2 ADMINISTRATION**

**Reference to other Bylaws or Enactments**

2.1 Reference to any bylaw or enactment is a reference to that bylaw or enactment as consolidated, revised, amended, re-enacted or replaced unless otherwise expressly provided.

**Notice**

2.2 Where the Cow Bay Marina manager is required to give notice, notice is sufficiently given if it is sent to the owner by email, mail, left with the owner in person or by phone or deposited in the mailbox at the owner’s residence or place of business.

**Commencement**

2.3 This Bylaw comes into force effective January 1, 2026.

2.4 Despite section 2.3 and Schedule “A” of this Bylaw, during 2025 the fees set out in Schedule “B” of Cow Bay Marina Fees and Regulations Bylaw No. 3386, 2016 is deemed to apply to this Bylaw notwithstanding the repeal of Cow Bay Marina Fees and Regulations Bylaw No. 3386, 2016.

**Repeal**

2.5 Cow Bay Marina Fees and Regulations Bylaw No. 3386, 2016, Cow Bay Marina Fees and Regulations Amendment Bylaw No. 3422, 2018, and Cow Bay Marina Fees and Regulations Amendment Bylaw No. 3516, 2023 are repealed and replaced with this bylaw.

READ A FIRST TIME this 5<sup>th</sup> day of May, 2025.

READ A SECOND TIME this 5<sup>th</sup> day of May, 2025.

READ A THIRD TIME this 24<sup>th</sup> day of November, 2025.

FINAL CONSIDERATION AND ADOPTED this 1<sup>st</sup> day of December, 2025.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Administrator

This Bylaw was adopted by Council.

To view the signed original,  
contact City Hall Administration at  
(250) 627 0934 or email  
cityhall@princerupert.ca

## **SCHEDULE A**

### **DEFINITIONS AND REGULATIONS**

#### **INTERPRETATION**

1. In this Bylaw:
  - (a) **“Annual Mooring”** means mooring for any 365 day period.
  - (b) **“Annual Mooring Agreement”** means an agreement entered into between the City and the Owner of a vessel substantially in the form attached hereto as Schedule “D” for the purpose of permitting Annual Mooring at the Cow Bay Marina.
  - (c) **“City”** means the City of Prince Rupert.
  - (d) **“Council”** means the Council of the City of Prince Rupert.
  - (e) **“Cow Bay Marina”** means those lands and premises comprising the area contained within the approximately .94 hectare portion of the water lot adjacent to Waterfront Block F. See Schedule “F”.
  - (f) **“Cow Bay Marina Manager”** means the City or any third party operator responsible for managing and operating the Cow Bay Marina.
  - (g) **“Live-aboard”** means any vessel that is occupied overnight at the Cow Bay Marina for more than two (2) consecutive weeks or for more than fourteen (14) consecutive or non-consecutive days in any one (1) month period.
  - (h) **“Mooring Agreement”** means an Annual Mooring Agreement, Short Term Mooring Agreement or Temporary Mooring Agreement.
  - (i) **“Owner”** means:
    - i. the person who is the legal owner of the vessel,
    - ii. the person in whose name the vessel is registered, or
    - iii. a person who is the documented conditional vendee or lessee and entitled to be in possession and is in possession of the vessel.
  - (j) **“Short Term Mooring”** means mooring for a minimum period of one month and less than 365 days.
  - (k) **“Short Term Mooring Agreement”** means an agreement entered into between the City and the Owner of a vessel substantially in the form attached hereto as Schedule “E” for the purpose of permitting Short Term Mooring at the Cow Bay Marina.
  - (l) **“Temporary Mooring”** means daily mooring for a maximum one month period.

- (m) **“Temporary Mooring Agreement”** means an agreement entered into between the City and the Owner of a vessel substantially in the form attached hereto as Schedule “E” for the purpose of permitting Temporary Mooring at the Cow Bay Marina.

## **RATES**

2. Every person who moors a vessel at the Cow Bay Marina shall pay to the City the applicable rates and charges for mooring, electricity and pumping as required by this Bylaw and as set out in Schedule “B” to this Bylaw.

## **MOORING RULES**

3. Every person who moors a vessel at the Cow Bay Marina shall abide by the mooring rules set out in Schedule “C” to this Bylaw.

## **ANNUAL MOORING**

4. Every Owner of a vessel wishing to secure Annual Mooring space in the Cow Bay Marina shall first enter into an Annual Mooring Agreement, if space is available.
5. An Annual Mooring Agreement shall be in the form shown in Schedule “D”.
6. In any year where the Owner does not renew the Annual Mooring Agreement, the Owner shall remove his or her vessel from the Cow Bay Marina no later than December 31st of the contract year.
7. If an Owner terminates his or her Annual Mooring during the year, the City shall, provided the Owner is in compliance with the terms and conditions of this bylaw, refund to the Owner, without interest, any fees paid for the unexpired full calendar month portion of the term of the Annual Mooring Agreement in accordance with Schedule “B”.

## **SHORT TERM MOORING**

8. An Owner of a vessel wishing to secure a Short Term Mooring space in the Cow Bay Marina shall enter into a Short Term Mooring Agreement, if space is available.
9. A Short Term Mooring Agreement shall be in the form shown in Schedule “E”.
10. If any Owner terminates his or her Short Term Mooring during the term of the Short Term Mooring Agreement, the City shall not refund to the Owner any rental fees paid for the unexpired portion of the term.
11. Upon termination of the Short Term Mooring Agreement, the Owner shall remove the vessel from the Cow Bay Marina immediately.

## **TEMPORARY MOORING**

12. An Owner of a vessel wishing to secure Temporary Mooring space in the Cow Bay Marina shall enter into a Temporary Mooring Agreement, if space is available.
13. A Temporary Mooring Agreement shall be in the form shown in Schedule “E”.

14. If any Owner terminates his or her Temporary Mooring during the term of the Temporary Mooring Agreement, the City shall not refund to the Owner any rental fees paid for the unexpired portion of the term.

15. Upon termination of the Temporary Mooring Agreement, the Owner shall remove the vessel from the Cow Bay Marina immediately.

### **OVERSTAYING VESSELS**

16. If an Owner has failed to remove his or her vessel from the Cow Bay Marina when his or her Mooring Agreement has expired or when he or she is otherwise legally required to vacate, then at the Owner's full expense, the City may take all necessary steps to remove the vessel from the Cow Bay Marina and may seek recovery of all unpaid costs and expenses, including in addition to all other available remedies, by the legal remedy of distress of the Owner's goods and chattels, including the vessel.

17. If a vessel continues to be moored at the Cow Bay Marina contrary to the provisions of this Bylaw, the Owner shall be guilty of an offence and sections 24 and 25 of the Bylaw shall apply.

### **ALLOCATION OF BERTHS**

18. Mooring berths in the Cow Bay Marina shall be allocated to vessel Owners whose names appear on the waiting list as appropriate space becomes available.

19. The waiting list shall be maintained and kept current by the Cow Bay Marina Manager.

### **RELOCATION OF VESSEL**

20. The City or the Cow Bay Marina Manager may relocate any vessel in the Cow Bay Marina without prior notice to an Owner.

### **NO LIVE-ABOARDS**

21. Live-aboard vessels are not permitted at the Cow Bay Marina and no person shall use any vessel in the Cow Bay Marina as living quarters or for residential purposes. Owners under Temporary Mooring Agreement may stay aboard their vessel, subject to Section 23 of this Bylaw.

22. The Cow Bay Marina Manager is exempt from section 21 of this Bylaw, provided that he or she has entered into an existing Annual Mooring Agreement.

### **TEMPORARY STAY-ABOARDS**

23. Notwithstanding Section 21 of this Bylaw, vessel Owners, operators, and crew members may stay aboard their respective vessels while under Temporary Mooring Agreement provided that each of the following conditions are met:

- (a) Prior to any overnight stay, all vessel Owners, operators, and crew members first notify the Cow Bay Manager, or his or her authorized personnel, of their intention to stay aboard and the expected length of their stay;
- (b) No vessel may be occupied overnight for more than two (2) consecutive weeks or for more than fourteen (14) consecutive or non-consecutive days in any one (1) month period;
- (c) Any vessel occupied on an overnight basis must be capable of movement under its own power and must have holding tanks and seals placed on all toilets;
- (d) No equipment, gear, personal belongings, or refuse may be attached to or placed on any floats within the Cow Bay Marina; and
- (e) The area of any mooring berths for vessels to be occupied on a temporary, overnight basis pursuant to this Bylaw will be determined by the Cow Bay Marina Manager, or his or her authorized personnel.

#### **VIOLATION OF BYLAW**

- 24. Any person who violates any provisions of this Bylaw or the mooring rules or who permits or allows any act or thing to be done in violation of this Bylaw or the mooring rules, is guilty of an offence and is liable, on summary conviction, to a fine of not more than \$10,000 for each separate offence.
- 25. Each day that a violation occurs or is permitted or continues shall constitute a separate offence.

#### **EFFECTIVE DATE**

- 26. This Bylaw shall be effective January 1, 2026.

## SCHEDULE B

### RATES

#### 1. Annual Mooring

- a) The Annual Mooring rate shall be as outlined below:
  - 12 Month Prepaid \$18.00 per Foot / Month

\*All rates are subject to applicable taxes
- b) The Annual Mooring rate shall apply to all days in a standard calendar year with a automatic termination date of December 31<sup>st</sup>.
- c) Annual Mooring rates are payable in advance upon execution of the Annual Mooring Agreement.
- d) Annual Mooring Agreements end December 31<sup>st</sup> of the calendar year, and shall only be renewed by payment in full at time of executing a new Annual Mooring Agreement.
- e) Upon cancellation of an existing Annual Mooring Agreement, there shall be a refund of the unused calendar months.

#### 2. Short Term Mooring

- a) The Short Term Mooring rates shall be as outlined below:
  - Spring Months, April 1 – May 31 \$18.00 per Foot / Month
  - Peak Summer Months, June 1 – August 31 \$33.75 per Foot / Month
  - Fall Months, September 1 – 30 \$18.00 per Foot / Month
  - Winter Months, October 1 – March 31 \$13.50 per Foot / Month

\*All rates are subject to applicable taxes
- b) The Short Term Mooring rates apply to all days in a standard calendar month, from the 1st day to the last day of the month.
- c) Short Term Mooring rates are payable in advance upon execution of the Short Term Mooring Agreement.
- d) Upon cancellation of an existing Short Term Mooring Agreement, there shall be no refund of any prepaid Short Term Mooring rates.

#### 3. Temporary Mooring

- 0 – 80 Foot Temporary Moorage \$2.25 per Foot / Day
  - 81 – 140 Foot Temporary Moorage \$3.40 per Foot / Day
  - 141 + Foot Temporary Moorage \$5.00 per Foot / Day

\*All rates are subject to applicable taxes
- b) The Temporary Mooring rate shall apply to all vessels, not under a different executed Agreement with the City of Prince Rupert and are not eligible for Hourly Mooring.
- c) There shall be a booking fee for each Temporary Mooring period:
  - 0 – 80 Foot Temporary Moorage \$2.50 per booking
  - 81 – 140 Foot Temporary Moorage \$32.50 per booking
  - 141 + Foot Temporary Moorage \$85.00 per booking

\*All rates are subject to applicable taxes

- c) Visiting vessels shall apply online or in person to the Cow Bay Marina office for a berth, which may be granted if space is available, subject to the payment of the required Temporary Mooring rates and the booking fee.
- d) Temporary Mooring rates are payable in advance upon execution of the Temporary Mooring Agreement.
- e) Upon cancellation of an existing Temporary Mooring Agreement, there shall only be a refund, if cancellation is received by Marina staff 24 hours in advance of the scheduled arrival time. For all other reservations there will be a moorage fee of one-night moorage, booking fee, and taxes, taken from the reservation deposit.

#### **4. Hourly Mooring**

- a) Hourly mooring may be permitted at no cost, provided the marina office confirms space availability and that such hourly mooring does not exceed two hours in any 24 hour period.

#### **5. Method of Calculation**

- a) The calculation for the length of a vessel shall be the vessel length including all appurtenances rounded up to the nearest foot, or the length of the slip, whichever is greater.
- b) All additional charges, including and not limited to; additional Mooring dates, unreported vessel length increases, power usage, and additional services required will automatically be applied to the payment method provided.
- c) All rates are subject to all applicable government taxes and listed rates do not include these taxes.
- d) All rates are to be paid in advance or as soon as the vessel is properly secured.
- e) All rates are subject to change without notice, and apply immediately. Prepayments towards mooring agreement will be applied against the rate in effect at the start of the agreement.
- f) All unpaid invoice amounts will be automatically applied to the most recently used credit card.
- g) There is a 5% penalty charge applied to late payments and all additional charges incurred as a result of differences between booking details and actual service use. This includes, and is not limited to, unreported additional Vessel length overall, power usage, and required Vessel monitoring.
- h) Upon determination that a refund is to be issued, the refund will be refunded to the payment method provided.

#### **6. Electricity Rates**

- a) The following rates shall apply for the use of electricity in the Cow Bay Marina

|                        |                    |
|------------------------|--------------------|
| For each 30 amp outlet | \$7.00 per day     |
|                        | \$125.00 per month |
| For each 50 amp outlet | \$10.50 per day    |
|                        | \$165.00 per month |
| For each 100amp outlet | \$21.00 per day    |

**7. Additional Services Rates**

- a) Monitoring, and associated services, of Vessel is determined by Marina or City management, as is deemed necessary, required by authorized authority or government agency, or requested by Owner, for security, environmental, safety or maintenance reasons. Marina or City management is not responsible for reporting to the Owner prior to commencing work, management will in timely manner, report upon completion of work.
- b) For all requested or required extra staff services for vessels there is a minimum one-hour charge, and all time afterwards is portioned up to the next 15-minute increment.
- c) Marina Security and Monitoring services \$150.00 per hour

## SCHEDULE C

### COW BAY MARINA MOORING RULES / REGULATIONS AND CONDITIONS

1. Check-in. Prior to commencing any use of the Cow Bay Marina, all Owners must first check-in with the Cow Bay Marina Manager at the Marina Office.
2. Liability Insurance. All vessel Owners using the Cow Bay Marina (Marina) shall obtain and maintain liability insurance. Proof of liability insurance in an amount of not less than \$3,000,000.00 must be provided to the Cow Bay Marina Manager, together with the first month's payment.
3. Owner Liability/Owner Indemnities.
  - a. The Owner of a vessel shall be liable and hereby agrees to pay and/or indemnify the City for any loss or damage to or disfigurement of Marina's facilities, floats, wharves, installations and premises, howsoever caused, whether by the Owner, or by his employees, servants, agents, guests, or invitees, or the Owner's vessel or whether by negligence or otherwise and shall pay for the same within 30 days of receiving an account for the same.
  - b. The Owner shall be liable and hereby agrees to pay and/or indemnify the City for any loss or damage caused to the Marina by the Owners vessel or crew, while under operation and/or care of the Owner or any other person on board with the Owner's consent, both jointly and severally with such person, and shall pay for the same within 30 days of receiving an account for the same.
  - c. Without limiting the generality of any other provision in this Schedule, the Owner will indemnify and save harmless the City and the Cow Bay Marina Manager from and against any and all payments and liabilities, claims, suits, actions, including actions of third parties, damages and costs (including legal fees on a solicitor and own client basis) which the City may incur out of or in connection with:
    - i. any breach or non-performance of the obligations of the Owner under the applicable Mooring Agreement;
    - ii. any loss or damage to property of the City howsoever caused by the use and occupation of the Marina by the Owner, its agents, employees, contractors, invitees and others for whom the Owner is in law responsible;
    - iii. Any wrongful act or neglect of the Owner, its agents, employees, contractors, invitees and others for whom the Owner is in law responsible in or about the Marina or arising out of or in connection with the use of the Marina by the Owner or those for whom the Owner is in law responsible.

4. Risk. All vessels and ancillary equipment of the Owner stored or moored in the Marina shall be solely at the Owner's risk, and the City shall not be responsible under any circumstances for any loss or damage caused thereto whether caused by the negligence of the City, its employees or agents or the acts of third parties, or otherwise. All vehicles parked on the Marina premises and the contents therein are left at the Owner's risk. The City will not be responsible under any circumstances for loss, damage, or theft to any such vessels or vehicles, including articles left on or inside the vessel or vehicle. All persons using the Marina facilities, floats and ramps do so at their own risk and the City assumes no responsibility whatsoever for the personal injury to the Owner or his employees, servants, agents, guests, or invitees occurring within the Marina premises from any cause whatsoever.
5. City/Cow Bay Marina Manager Not Liable. Notwithstanding any other provision herein contained, neither the City nor the Cow Bay Marina Manager will be liable to an Owner or any agents, employees, contractors or invitees of an Owner for any personal injury or property damage or claims arising from or in connection with an Owner's use of the Marina. An Owner waives all rights it may have at law or at equity to claim against the City or the Cow Bay Marina Manager for damages or equitable relief of any nature or kind whatsoever.
6. Safe Mooring. Each Owner is responsible for the safe mooring of their vessel. The Cow Bay Marina Manager reserves the right to rearrange the position of any vessel moored at any time in the Marina without prior notice to the Owner.
7. Acknowledgement. Owners acknowledge and agree that the Marina is located in an active partially open water environment, where adverse weather conditions including storms do occur from time to time. If Owners do not secure their boats, the Cow Bay Marina Manager reserves the right (but is not obligated) to relocate vessels to a safe location without prior notice to the Owner. The City accepts no responsibility for ensuring an Owner's vessel is relocated, nor any responsibility for damage done to the vessel during such relocation.
8. Safety of Vessels. Without limiting the generality of sections 5 and 6 above, Owners acknowledge and agree that:
  - a. the sole responsibility for the safety of moored vessel rests with the Owner;
  - b. vessel Owners are advised to check their vessels regularly, especially after heavy winds, rain, or snow;
  - c. the canvas covering and the pump-out of boats is the responsibility of the vessel Owner, as is the proper tying of mooring lines, and mandatory use of adequate bumpers;
  - d. Owners will be liable for any damage to Marina property or to other vessels as a result of their negligence; and

- e. under emergency conditions the City and/or the Cow Bay Marina Manager reserves the right to purchase fenders, new lines, or pump out the boat etc., to ensure the mooring safety of the vessel, at the Owner's expense and without prior notice to the Owner.
9. Heating/Dehumidifying Devices. Any heating/dehumidifying devices must be equipped with a "Tip over" switch and must be properly cleaned and maintained.
10. No Liveaboards. No person(s) are allowed to live aboard except as identified in this bylaw.
11. Safety Requirements. In the interest of safety for all, the main docks must remain free and clear at all times and:
  - a. bowsprits/platforms must not extend over the main docks;
  - b. all lines and ropes must be tightened down on sailboats to prevent banging against masts and booms;
  - c. no lines, canvas covers, bicycles, or any other gear or supplies are to be left on the main docks;
  - d. electrical cords and water hoses are to be made flush with the docks; and
  - e. wheelbarrows and other Marina property must be returned to the proper places.
12. Dinghies. Dinghies must not be left on the docks. They must be kept on board or in the water adjacent to the vessel as long as they do not impede access. Vessels over ten (10) feet are not considered dinghies.
13. No Environmental Damage. In the interest of the environment, no petroleum products shall be poured or pumped while vessels are within or tied to the Breakwater dock. No mixing, transferring or storage of petroleum products, whatsoever, will be permitted on Marina docks.
14. Compliance with Laws and Insurance. The Owner, at its expense, will promptly comply with and observe and will cause its agents, employees, contractors and invitees to comply with and observe all bylaws, ordinances, statutes, regulations and orders any time in force which are applicable to the use and occupation of the Marina and all policies of insurance from time to time in force with respect to the Owner's equipment or vessels within the Marina.
15. Pets. All pets must be kept on a leash and attended by their owner. Owners must clean up after their pets. Any damage caused by unattended pets is the responsibility of the Owner(s).
16. Children. Children, under the age of 13 years, are not allowed on Marina docks unless accompanied by an adult. Any damage caused by unattended children is the responsibility of the parent(s).
17. Reporting requirements. Owners must immediately report to the Cow Bay Marina Manager:

- a. When the Vessel will be away from its moorage for more than 48 hour period of time. The Owner expressly agrees and acknowledges that Cow Bay Marina reserves the right to use moorage space to accommodate visiting boats while the Owner is not using the moorage space, and;
  - b. All changes of address, telephone numbers and/or ownership of a Vessel shall be reported to Cow Bay Marina immediately.
18. No Assignment or Subletting. The mooring space assigned to the Owner, or any space allocated to the Owner, shall not be sublet or assigned without the written consent of the City, which consent may be withheld at the City's sole discretion. A Mooring Agreement shall not be transferred or assigned by the Owner to another vessel or to a new owner thereof without the prior written consent of the City, which consent may be withheld at the City's sole discretion
19. Nature of Mooring Agreement. A Mooring Agreement is a revocable license only and any Owner's use and occupation of any portion of the Marina will not create or be deemed to create any interest in land in the Marina in the Owner's favour.
20. Renewal of Annual Mooring Agreements. In any year subsequent to the initial agreement year, an Annual Mooring Agreement will be automatically renewed if:
  - a. the Owner is not otherwise in breach of the terms of the Annual Mooring Agreement;
  - b. the Owner pays the full amount of the all applicable fees and charges required pursuant to this bylaw for the forthcoming year prior to December 31<sup>st</sup>, irrespective of whether an invoice has been issued to the Owner.
  - c. The City may require an Owner to execute a new form of Annual Mooring Agreement at the time of any renewal.
21. Cancellation of Mooring Agreements. The City reserves the right to cancel any Mooring Agreement and request that the Owner remove his/her vessel and all belongings from the Marina within forty-eight (48) hours, should the terms of the Mooring Agreement be breached, or, if the Owner or his guest(s) should act in a manner detrimental to the safe and proper operation of the Marina or to other tenants or surrounding area. The determination of such breach of the terms or unsafe conduct shall be in the sole discretion and opinion of the City and/or the Cow Bay Marina Manager.
22. Removal of Vessels upon Expiry or Cancellation of Mooring Agreement.
  - a. Upon the expiry or termination of an Annual Mooring Agreement, the Owner of the vessel shall remove his or her vessel from the Cow Bay Marina by no later than December 31<sup>st</sup> of that year.
  - b. Upon the expiry or termination of a Short Term Mooring Agreement or a Temporary Mooring Agreement, the Owner of the vessel shall remove his or her vessel from the Cow Bay Marina immediately.
  - c. Where an Owner fails to remove a vessel from the Cow Bay Marina when required to do so, the City may, in addition to any other available remedies,

impose an additional charge per day that the vessel remains in the Marina and the City may take all necessary steps to remove the vessel from the Marina and may seek recovery of all unpaid costs and expenses, including in addition to all other available remedies, by the legal remedy of distress of the Owner's goods and chattels, including the vessel.

- d. The boat Owner agrees that if the moorage fees and any other charges payable are not paid when due, or if there is a breach of the Moorage Agreement, this bylaw or regulations, the City of Prince Rupert may at its option:
- (i) demands the owner immediately remove the Vessel from City property, and in the event the Owner does not do so City may, but is under no obligation to, move the Vessel to a location of City's choice. The Owner hereby:
    - i. agrees any cost associated with the moving or storage of the Vessel will form part of City's lien under s. 22. d. (ii)-(iii) below;
    - ii. waives any past or present claim against City for damages arising from City's movement and storage of the vessel, even in the case of City's negligence; and
    - iii. agrees to hold City harmless from any claims by third parties arising from City's movement and storage of the Vessel;
  - (ii) to sell the Vessel and its contents as a Warehouse pursuant to the B.C. Warehouse Lien Act ("WLA"), though hereby agreeing that City is not at any time a bailee of the Vessel and has no duty to protect the Vessel from harm;
  - (iii) to seize and sell the Vessel as a Garage Keeper pursuant to s.2-3 of the B.C. Repairers Lien Act ("RLA") to the extent such remedy does not conflict with priorities under maritime law. The Owner further agrees that by the Owner removing the Vessel from City property with amounts owing under this Agreement City is not voluntarily surrendering the Vessel for the purposes of the RLA, WLA, or maritime law, and City may re-seize the Vessel and sell it to satisfy its unpaid account and expenses (including legal expenses) without registering a repairer's lien; and
  - (iv) the Owner agrees that any monies claimed by City as owing under this Agreement, including legal expenses for enforcing this agreement, are liquidated damages for the purposes of seizing and selling the Vessel or obtaining judgment against the Owner and Vessel.

23. Owners. The word "Owner" used in these conditions mean the person or persons or Company named in the applicable Mooring Agreement, notwithstanding that such person, persons is or are in fact legal owners of the vessel or boathouse described in such Mooring Agreement.

24. Notice. Any notices required to be given to the Owner pursuant to these conditions shall be sufficiently given if addressed to the Owner at the address set forth on the applicable Mooring Agreement (or at such other address as may be provided to the Marina in writing) and delivered to or mailed to that address. If mailed, notices shall be deemed and have been received three (3) days after the date of mailing.

25. No Advertising. No advertising or soliciting is permitted on any vessel using the Marina's facilities without the written permission of the City and/or the Cow Bay Marina Manager, which may be withheld at the City and/or Cow Bay Marina Manager's sole discretion.
26. Water. Water may be supplied free of charge provided it is, in the opinion of the Cow Bay Marina Manager, being used responsibly.
27. Conduct. Vessel owners, employees, servants, agents, guests and invites must conduct themselves in a manner that is not detrimental to the safety of the Marina or its guests or interfere with the quiet enjoyment of others.

