

# CITY OF PRINCE RUPERT

## COW BAY MARINA FEES AND REGULATIONS BYLAW NO. 3386, 2016

### A BYLAW TO ESTABLISH THE RATES AND REGULATIONS FOR THE OPERATION OF THE COW BAY MARINA

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WHEREAS, Section 194 [Municipal Fees] of the *Community Charter* provides the authorization to municipalities to impose fees for all or part of a service that a municipality may provide and to impose fees for the use of municipal property; and,

WHEREAS, the City of Prince Rupert deems it necessary to establish fees and charges for various municipal services related to the operation and use of the Cow Bay Marina;

NOW THEREFORE, the City of Prince Rupert in an open meeting assembled, enacts as follows:

#### 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 “A”.
- (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 portion of the term of 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.

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 on a temporary, over-night basis 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 when adopted.

### **CITATION**

27. This Bylaw may be cited as “**Cow Bay Marina Fees and Regulation Bylaw No. 3386, 2016**”

### **SCHEDULES**

28. The following Schedules attached hereto form part of this Bylaw:

Schedule A – Plan of Cow Bay Marina

Schedule B – Rates

Schedule C – Cow Bay Marina Mooring Rules/Regulations and Conditions

Schedule D – Annual Mooring Agreement

Schedule E – Short Term Mooring Agreement/Temporary Mooring Agreement

Read a First time this 7<sup>th</sup> day of March, 2016.

Read a Second time this 7<sup>th</sup> day of March, 2016.

Read a Third time this 7<sup>th</sup> day of March, 2016.

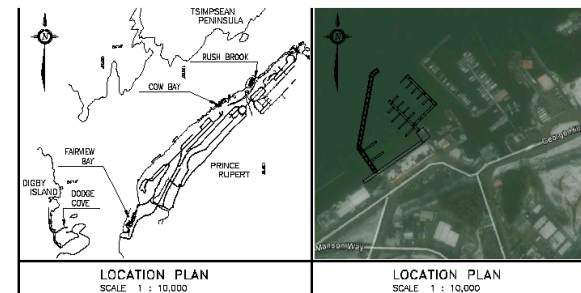
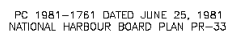
Final Consideration and Adopted this 21<sup>st</sup> day of March, 2016.

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Mayor

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Corporate Administrator



SLIP MIX WITH FOCUS ON SMALLER BOATS		
BOAT SIZE	MOORING TYPE	NUMBER
40' BOATS	SLIPS	31
	LINEAR MOORING	10
60' BOATS	SLIPS	6
	LINEAR MOORING	0
80' BOATS	SLIPS	0
	LINEAR MOORING	0
NUMBER OF BOAT SLIPS		47
BREAKWATER MOORING	INSIDE 130 m	10 (40' BOATS)
	OUTSIDE 200 m	6 (80' BOATS)
NUMBER OF BOATS WITH BREAKWATER		63

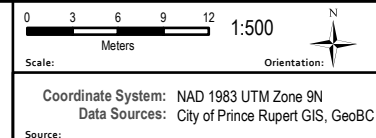
SLIP MIX WITH FOCUS ON LARGER BOATS		
BOAT SIZE	MOORING TYPE	NUMBER
40' BOATS	SLIPS	21
	LINEAR MOORING	6
60' BOATS	LINEAR MOORING	0
	SLIPS	6
80' BOATS	LINEAR MOORING	3
	SLIPS	5
	LINEAR MOORING	0
TOTAL NUMBER OF BOATS		41
BREAKWATER MOORING	INSIDE 130 m	5 (60' BOATS)
	OUTSIDE 200 m	6 (60' BOATS)
NUMBER OF BOATS WITH BREAKWATER		52



**CITY OF PRINCE RUPERT  
PLANNING DEPARTMENT**

424 3rd Avenue West, Prince Rupert B.C. V8J 1L7

## Schedule A - Marina Bylaw 3386, 2016



Project #: **16-0007**  
 Author: **GJ**  
 Checked: **PV**  
 Status: **FINAL**  
 Version: **3**  
 Date: **2016 / 2 / 16**

## **Schedule B**

### **Rates**

#### **1. Annual Mooring**

- a) The Annual Mooring rate shall be as outlined below:

12 Month Prepaid                      \$9.50 per Foot / Month

\*All rates are subject to applicable taxes

#### **2. Short Term Mooring**

- a) The Short Term Mooring rates shall be as outlined below:

Winter Months, October 1 – March 31              \$8.50 per Foot / Month

Summer Months, April 1 – September 30      \$10.50 per Foot / Month

\*All rates are subject to applicable taxes

- b) Short Term Mooring rates are payable in advance upon execution of the Short Term Mooring Agreement.
- c) Upon cancellation of an existing Short Term Mooring Agreement, there shall be no refund of any prepaid Short Term Mooring rates.

#### **3. Temporary Mooring**

- a) The Temporary Mooring rate shall be as outlined below:

\$1.40 per Foot / Day

\*All rates are subject to applicable taxes

- b) There shall be a \$2.00 reservation fee for each Temporary Mooring.
- c) Visiting vessels must 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 \$2.00 reservation 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 be no refund of any prepaid Temporary Mooring rates.

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

Hourly mooring may be permitted at no cost, provided 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 to the nearest foot.

**6. Electricity Rates**

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

For each 30 amp outlet	\$6.00 per day \$100.00 per month
For each 50 amp outlet	\$9.00 per day \$140.00 per month
For each 100amp outlet	\$18.00 per day \$280.00 per month

\*All electricity rates are subject to applicable taxes

\*All electricity rates to be paid in advance

**7. Pumping Rates**

a) The following rates shall apply for pumping a vessel:

\$50.00 for the first incident  
\$100.00 for all subsequent incidents

\*All pumping rates are subject to applicable taxes



## **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 \$1,000,000.00 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 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 servants 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 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 Bylaw 3386, 2016.
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 vessels will be away from their moorage for any extended period; and
- b. any change of address, telephone numbers or ownership of a vessel.

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 Bylaw No. 3386, 2016 for the forthcoming year prior to December 31<sup>st</sup>, irrespective of whether an invoice has been issued to the Owner.

The City may require an Owner to execute a new form of Annual Mooring Agreement at the time of any renewal.

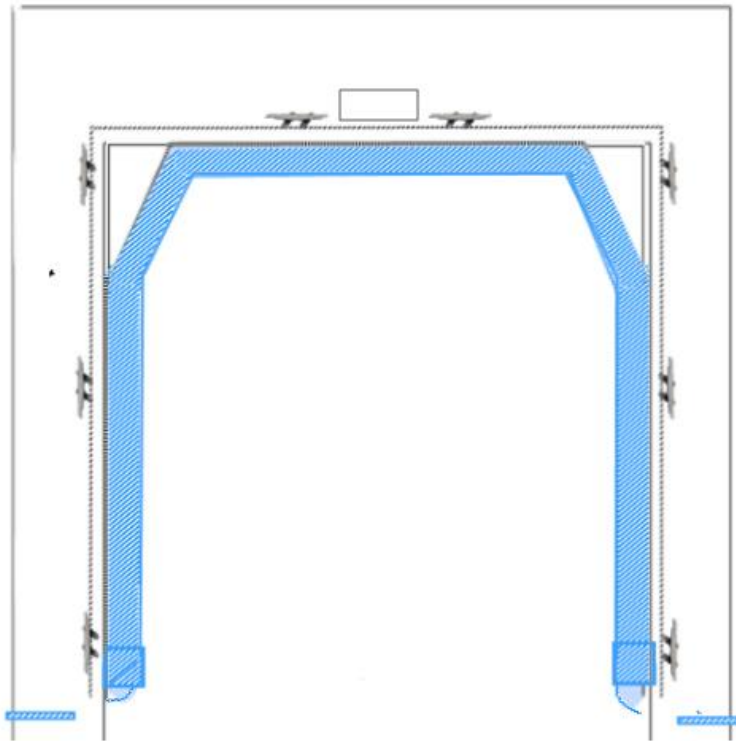
21. Cancellation of Mooring Agreements. The City reserves the right to cancel any Mooring Agreement and request that the Owner remove his/her vessel and all belongings from the Marina within forty-eight (48) hours, should the terms of the Mooring Agreement be breached, or, if the Owner or his guest(s) 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.
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, guests and servants 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.

**SLIP CONDITION**



I have inspected slip # \_\_\_\_\_ and any damage has been indicated on the above diagram. If any damages are incurred by myself or my boat during the period of this rental agreement, I understand that I will be held responsible and incur the costs of repair.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule D

### Annual Mooring Agreement

**BETWEEN:**

City of Prince Rupert  
209 Cow Bay Rd., BC V8J 1A4  
(hereinafter called the Marina)

**AND:**

Owner(s) Name: \_\_\_\_\_  
(hereinafter called the Owner)

Address: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Phone #2: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Boat: \_\_\_\_\_ Registration/License No.: \_\_\_\_\_

Insurance Provider: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**Marina Access:**

Access to the marina is via a locked gate with coded Key FOBs. The FOBs are issued on a per use basis. The FOB must be returned in exchange for your deposit at the end of your contract.

Should the FOB not get returned:

1. The \$40.00 deposit will not be returned.
2. The FOB gets turned off and will not function.
3. There will be a \$15 re-activation fee to re-activate the old FOB.
4. The deposit requirement will increase to \$50 for any FOB issued after one has not been returned.

I agree to the above terms Initial \_\_\_\_\_

**OFFICE USE ONLY**

Customer #1 \_\_\_\_\_ FOB# \_\_\_\_\_

Customer #2 \_\_\_\_\_ FOB# \_\_\_\_\_

Slip # \_\_\_\_\_ Deposit: \_\_\_\_\_

FOB's returned: \_\_\_\_\_

**Slip No.:** \_\_\_\_\_

Moorage is based on OVERALL length of boat (includes dinghy, bowsprit, etc.), or length of berth, whichever is the greater.

Overall length or berth length = \_\_\_\_\_ feet.

I/We, the undersigned, hereby agree to lease the above berth number from the Marina for the period of:

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*Terms of Payment:*

Moorage: \_\_\_\_\_ \$/ft x \_\_\_\_\_ ft. = \$ \_\_\_\_\_ /mo x \_\_\_\_\_ months + GST \_\_\_\_\_

= \$ \_\_\_\_\_

Six (6).: \_\_\_\_\_ = \$ \_\_\_\_\_ /mo x \_\_\_\_\_ months + GST \_\_\_\_\_

= \$ \_\_\_\_\_

Transient: \_\_\_\_\_ \$/ft x \_\_\_\_\_ ft. = \$ \_\_\_\_\_ /night x \_\_\_\_\_ nights + GST \_\_\_\_\_

= \$ \_\_\_\_\_

Transient / Monthly / Seasonal / Annual Payment \$ \_\_\_\_\_

For Annual Contract - payment required on day of signing agreement

Power 30Amp \_\_\_\_\_ 50Amp \_\_\_\_\_ 100Amp \_\_\_\_\_ + GST \_\_\_\_\_

FOB Deposit Received: \_\_\_\_\_ YES \_\_\_\_\_ NO      Amount \$ \_\_\_\_\_

I/We further acknowledge that:

I/We have read and reviewed the Cow Bay Marina Mooring Rules and Regulations attached hereto as Appendix 1, which forms part of this Agreement, and hereby acknowledge my/our obligations under the Cow Bay Marina Mooring Rules and Regulations during the term of this Agreement.

Owner(s): \_\_\_\_\_

Marina Per: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## **Appendix 1**

### **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 \$1,000,000.00 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 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 servants 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 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

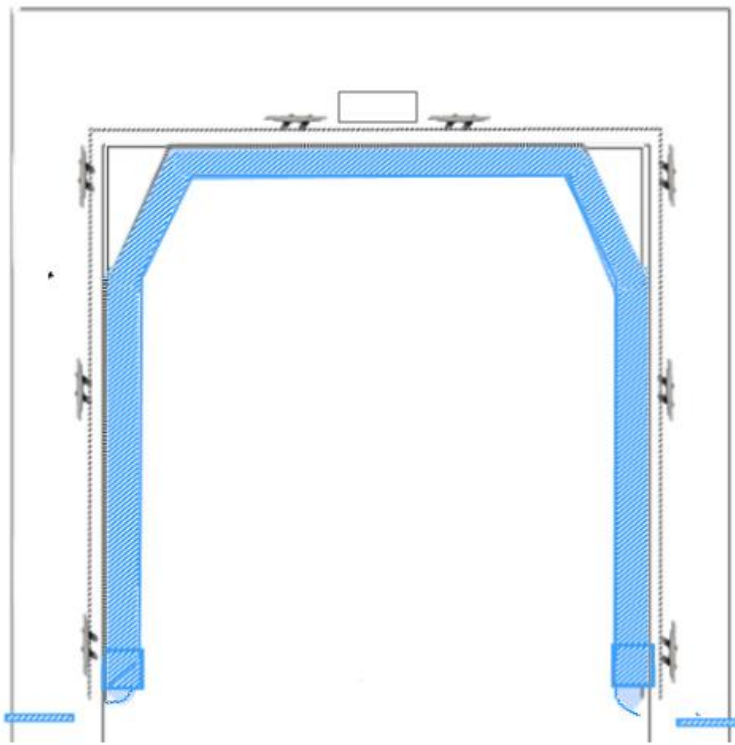
- e. under emergency conditions the City and/or the Cow Bay Marina Manager reserves the right to purchase fenders, new lines, or pump out the boat etc., to ensure the mooring safety of the vessel, at the Owner's expense and without prior notice to the Owner.
9. Heating/Dehumidifying Devices. Any heating/dehumidifying 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 Bylaw 3386, 2016.
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 vessels will be away from their moorage for any extended period; and
  - b. any change of address, telephone numbers or ownership of a vessel.
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 Bylaw No. 3386, 2016 for the forthcoming year prior to December 31<sup>st</sup>, irrespective of whether an invoice has been issued to the Owner.

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.
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, guests and servants 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.

**SLIP CONDITION**



I have inspected slip #\_\_\_\_\_ and any damage has been indicated on the above diagram. If any damages are incurred by myself or my boat during the period of this rental agreement, I understand that I will be held responsible and incur the costs of repair.

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

## Schedule E

### Short Term Mooring Agreement

### Temporary Mooring Agreement

**BETWEEN:**

City of Prince Rupert  
209 Cow Bay Rd., BC V8J 1A4  
(hereinafter called the Marina)

**AND:**

Owner(s) Name: \_\_\_\_\_  
(hereinafter called the Owner)

Address: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Phone #2: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Boat: \_\_\_\_\_ Registration/License No.: \_\_\_\_\_

Insurance Provider: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**Marina Access:**

Access to the marina is via a locked gate with coded Key FOBs. The FOBs are issued on a per use basis.  
**Do not allow anyone in or out of our Security Gates without an FOB Card or a Port Security person present.** The FOB must be returned in exchange for your deposit at the end of your contract.

Should the FOB not be returned:

1. The \$40.00 deposit will not be returned.
2. The FOB gets turned off and will not function.
3. There will be a \$15 fee to re-activate the old FOB, if you find it.
4. The deposit requirement will increase to \$50 for any FOB issued after one has not been returned.

I agree to the above terms Initial \_\_\_\_\_

#### OFFICE USE ONLY

Customer #1 \_\_\_\_\_ FOB# \_\_\_\_\_

Customer #2 \_\_\_\_\_ FOB# \_\_\_\_\_

Slip # \_\_\_\_\_ Deposit: \_\_\_\_\_

FOB's returned: \_\_\_\_\_

Moorage is based on OVERALL length of boat (includes dinghy, bowsprit, etc.), or length of berth, whichever is the greater.

Overall length or berth length = \_\_\_\_\_ feet.

I/We, the undersigned, hereby agree to lease the above berth number from the Marina for the period of:

---

**Terms of Payment:**

Transient: \_\_\_\_\_ \$/ft x \_\_\_\_\_ ft. = \$ \_\_\_\_\_ /night x \_\_\_\_\_ nights

**Total=** \$ \_\_\_\_\_ + Tax \_\_\_\_\_ **Total=** \$ \_\_\_\_\_

Power 30Amp \_\_\_\_\_ 50Amp \_\_\_\_\_ 100Amp \_\_\_\_\_ = \$ \_\_\_\_\_

**Total \$** \_\_\_\_\_

I/We acknowledge that:

I/We have read and reviewed the Cow Bay Marina Mooring Rules and Regulations attached hereto as Appendix 1, which forms part of this Agreement, and hereby acknowledge my/our obligations under the Cow Bay Marina Mooring Rules and Regulations during the term of this Agreement.

Owner(s): \_\_\_\_\_

Marina Per: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## **Appendix 1**

### **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 \$1,000,000.00 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 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 servants 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 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.
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  - 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

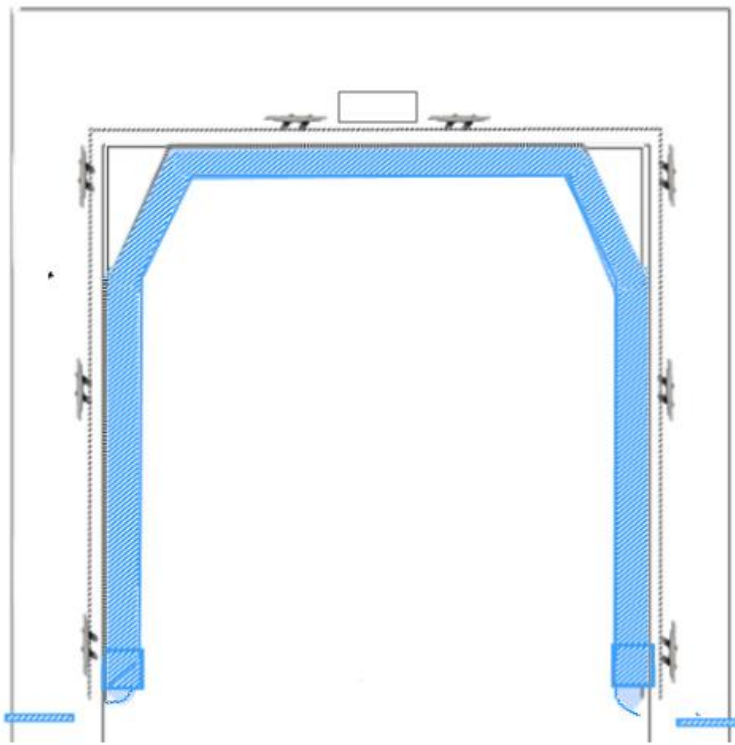
ensure the mooring safety of the vessel, at the Owner's expense and without prior notice to the Owner.

9. Heating/Dehumidifying Devices. Any heating/dehumidifying devices must be equipped with a "Tip over" switch and must be properly cleaned and maintained.
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  - d) electrical cords and water hoses are to be made flush with the docks; and
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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.
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  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;
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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.
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- 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.
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, guests and servants 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.

**SLIP CONDITION**



I have inspected slip #\_\_\_\_\_ and any damage has been indicated on the above diagram. If any damages are incurred by myself or my boat during the period of this rental agreement, I understand that I will be held responsible and incur the costs of repair.

Signed:\_\_\_\_\_

Date:\_\_\_\_\_