

BOATYARD RULES & PRACTICES

1. J.W.Timber dba Freshwater Travel Lift and Boatyard is a “do-it-yourself” boatyard and welcomes all commercial and recreational boaters. Vessel Owners may perform their own work and may also hire professional Contractors to work on their Vessels. The Boatyard also manages a listing of approved on-site tenant and outside Contractors. Vessel Owners and Contractors, however, must follow the Boatyard Rules and Practices. It is the Vessel Owner’s and/or Contractor’s responsibility to ensure such Boatyard Rules and Practices are being followed.
2. Vessel Owners must enter into and sign a Dry Storage and Travelift Agreement with the Company prior to the provision of any services to the Vessel Owner by the Company. Failure to sign a Dry Storage and Travelift Agreement shall not relieve the Vessel Owner from the obligations set out in the Dry Storage and Travelift Agreement.
3. Contractors must enter into and sign a Contractor Agreement with the Company prior to providing any services to the Vessel Owner or otherwise performing work in the Boatyard and/or in the Marina. Failure to sign a Dry Storage and Travelift Agreement shall not relieve the Contractor from the obligations set out in the Dry Storage and Travelift Agreement.
4. Vessel owners and contractors agrees that they have received, read and understood the boatyard rules and practices and that following these rules and practices is mandatory as part of their agreement with the company.
5. Contractors must be approved by the Company pursuant to the requirements of the Contractor Agreement prior to performing any work whatsoever in the Boatyard and/or Marina and must provide evidence of:
 1. A valid business license
 2. WorksafeBC coverage
 3. Third party liability insurance coverage of \$1,000,000 or more.
6. The Vessel Owner agrees to promptly advise the Company of changes of address, phone number or other particulars as provided in the Dry Storage and Travelift Agreement or in changes to the Vessel being stored or the ownership of the Vessel.
7. The Contractor agrees to promptly advise the Company of changes of address, phone number or other particulars as provided in the Contractor Agreement.



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Travelift

1. The Vessel Owner is responsible for the placement of Travelift lifting straps on the Vessel and must inform the Travelift crew of any underwater mechanisms or obstructions before setting the straps. The Vessel Owner is responsible for any damage to the Vessel or underwater mechanisms during the Travelift operation.
2. Travelift and Layday charges are based on the Vessel's overall length including outgear fastened to the Vessel.
3. The Vessel Owner is normally required to be present to oversee any Travelift operation. The Company will assess an additional charge in the case that an absentee Vessel Owner authorizes the Company to haul or launch the Vessel in his/her absence. It is expressly agreed that the Vessel Owner shall indemnify and save harmless the Company from and against all liabilities, costs, claims, damages, actions, and expenses of any kind whatsoever in respect of such Travelift operation.
4. No motor vehicle shall be left on the approach ways for the Travelift or interfere with operations of this and other equipment operated by the Company in the Boatyard. Vehicles in violation may be towed at the vehicle owner's expense.
5. The Vessel Owner is responsible for opening and closing all seacocks and other underwater thru hulls.
6. The Vessel Owner is responsible for receiving Canada Customs and Revenue Service clearance prior to haul out.

Payments

1. The Vessel Owner agrees to pay all charges invoiced when an invoice is rendered. Any invoice not paid when rendered shall accrue interest at the rate of 24% per annum, or 2% per month.
2. Unless otherwise stipulated in the Dry Storage and Travelift Agreement between the Vessel owner and the Company, or the Contractor Agreement between the Contractor and the Company, all charges invoiced on the Vessel by the Company are to be paid in full prior to launch of the Vessel or prior to the Vessel otherwise leaving the Boatyard. The Vessel Owner agrees that the Company shall have the right to retain possession of the Vessel until all sums payable to it by the Vessel Owner and/or the Contractor have been paid in full and that if such sums payable are not duly paid by the end of the storage Term that the Company may exercise its remedies as accorded to it by law.

3. Upon termination of the Dry Storage and Travelift Agreement, the Vessel Owner shall remove the Vessel within the time period specified by the Company and shall pay before such removal all sums payable to the Company by the Vessel Owner. If the Vessel Owner fails to remove the Vessel, the Company may move the Vessel to another location with all expenses and the risk of loss or damage to the account of the Vessel Owner.

Boatyard Crew

1. Pressure washing shall be performed only by Boatyard staff with Boatyard equipment and shall be performed only in the area designated for such work. Unless expressly waived by the Company, all Vessels to which Repairs shall be performed below the waterline shall require pressure washing. Outside pressure washers are not permitted in the Boatyard without Company authorization.
2. Only Boatyard crew shall block and support the Vessel. Vessel Owners are not permitted to shift or otherwise tamper with boatstands. Only boatyard crew may shift boatstands or reblock the Vessel. Tying tarps, ladders or other items to boatstands is prohibited.

Conduct and Prohibitions

1. The raising of sails or removal of standing rigging is strictly prohibited while the Vessel is stored in the Boatyard. Vessel Owners are prohibited from going aloft while the Vessel is in the Boatyard. Vessel Owners must ensure that sails, including roller-furling sails, are properly secured to prevent them from opening and/or unfurling while the Vessel is stored in the Boatyard.
2. All persons using any of the Boatyard facilities shall conduct themselves so as not to jeopardize the safety or disturb the enjoyment of other persons in the Boatyard or as otherwise regulated by Municipal bylaw.
3. No person that is not authorized Boatyard crew shall operate or attempt to operate any of the Boatyard's equipment.
4. Vessel Owners requiring electrical service must obtain permission from the Company prior to plugging in. All electrical service connections between the Boatyard's electrical outlets and the Vessel and all electrical equipment aboard the Vessel must conform to governmental code requirements.
5. Repairs of any type on vehicles other than the Vessel as described in the Dry Storage and Travelift Agreement is strictly prohibited.

6. Construction or erection of shelters or sheds of any type are strictly prohibited.
7. Sandblasting of any type is expressly prohibited in the Boatyard without approval.
8. No automobiles, machinery, dinghies or non-marine related items or obstructions are to be stored in the Vessel Owner's site or in the Boatyard except where permitted by the Company.
9. Vessel Owners shall not permit any reflection type electric heater, oil burner, or flame type heater to be operated unless a person is always in attendance.
10. All Vessels in the Boatyard shall be clearly marked with its name and registration number as required by law.

Tools and Equipment

1. The Boatyard does not loan or supply tools, equipment or scaffolding. Rental of such or other items may be arranged through the Boatyard office. As this is a "do-it-yourself" yard, Vessel Owners are permitted to use their own tools, equipment, tarps, drop cloths, ground sheets and ladders and other personal equipment in the course of Repairs. Notwithstanding this, Vessel Owners are not permitted to bring the following specific items into the Boatyard, which are rented for profit by the Company, without the express permission of the Company: fork-lift, crane, man-lift (including bucket or scissor lift), pressure washer, protective boat shelter, scaffolding, working vehicles including pick-up or other trucks with cranes or lift mechanisms, items or machinery that the Company, at its sole discretion, shall prohibit
2. Vessel Owners shall not "borrow" hoses, planks, electric cords, wood, steel, ladders, tools, supplies, stores other items from another Vessel Owner's area or from other areas in the Boatyard. Vessel Owners tampering with yard equipment, stores or materials will be subject to covering replacement cost, charges or prosecution by the Company.
3. Vessel Owners shall not rent tools to other Vessel Owners in the Boatyard without the express permission of the Company.
4. Vessel Owners are responsible for the care, cleaning and repair of rental tools and equipment including portable boat shelters.

Environmental Practices

1. Freshwater Travel Lift and Boatyard is an environmentally minded and sensitive workplace and complies with "Best Management Practices" for boatyards as published and enforced by Environment Canada under the Pollution Prevention provision of the *Fisheries Act*: "...no person shall deposit or permit the deposit of a deleterious substance of any type in water

frequented by fish or in any place under any conditions where the deleterious substance may enter such water” ss.36(3) “...and upon conviction in a court of law, every person who contravenes this provision is guilty of a criminal offence...Maximum penalties are a fine up to \$1,000,000 or up to 3 years in prison, or both...” ss. 40(2)

2. Freshwater Travel Lift and Boatyard has implemented practices to contain wastes generated during hull preparation that are harmful to aquatic organisms. However, Vessel Owners and Contractors are also responsible to educate themselves and to follow practices to help the measures implemented by the Boatyard ensure the protection of water quality. Environment Canada’s “*Baby Your Bottom!*” information brochure for boaters is available at the marina office.
3. Living in, charter, rental or sale of Vessels (or any other products or services) or signs in connection therewith are prohibited in the Boatyard unless authorized by the Company. No toilets, sinks or petroleum products shall be discharged while the Vessel is in the Boatyard.
4. Vessel Owners are required to keep their site clean. Ground sheets are mandatory for all work being performed which results in falling debris, paint scrapings, fibreglass or sanding residues. Filter cloths must also be used where ground sheets are not sufficient to retain such debris, paint scrapings, fibreglass or sanding residues. Rental of such or other items may be arranged through the Boatyard office.
5. Spray painting, sanding and/or hull peeling is permitted in the Boatyard provided that the Vessel Owner provides a contained and controlled environment. Shrouding, tarping and ground-sheeting of the Vessel for these activities is mandatory.
6. Vessel Owners are required to clean their sites daily and are responsible for the proper disposal of waste materials and fluids. Do not dump paint, solvents or any toxic materials in the wash down system. This includes bilge water. Please ask the Boatyard crew for assistance on the disposal of such materials. All accidental spills must be reported immediately. Large projects and major waste, including fuel and oil tanks, gas and diesel fuel and hydraulic fluids, must be hauled away by the Vessel Owner. The Vessel Owner’s site must be clean upon decommissioning. The cost of clean-up and environmental damage caused by the Vessel Owner in the Boatyard or to the adjacent watercourse is the sole responsibility of the Vessel Owner.
7. Vessel Owners are not permitted to transfer fuel from the Vessel without the authorization of the Company.
8. The storage of inflammable liquids, propane, oily rags and any other substance subject to spontaneous combustion or easily combustible is absolutely prohibited in the Boatyard unless they are stored in an approved storage location. Barbequing or open fires in any location of the Boatyard, including on the Vessel, is strictly prohibited. No litter or debris shall be deposited or left in the Boatyard, except that refuse may be placed in the containers provided for that purpose.



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9. All dogs shall be on leash and all pets shall be controlled at all times in the Boatyard by the person bringing the pets on the premises, who shall also clean up any animal dirt deposited on the Boatyard premises.

Indemnity, Safety and Security

1. All persons using any of the Boatyard facilities or coming onto the Boatyard premises do so at their own risk and the Vessel Owner is responsible for the conduct of his/her guests, servants, agents or invitees, including Contractors, at or about the Boatyard and the Vessel Owner accepts responsibility to inform such persons that all such persons using any of the Boatyard facilities do so at their own risk and that extreme caution and attention should be used at all times and that the Company shall not be responsible for any injury or damage sustained by such person or persons. The Vessel Owner shall indemnify and save harmless the Company from and against all liabilities, costs, claims, damages, actions, and expenses of any kind whatsoever which the Company may sustain, incur or suffer by reason of act or omission of the Vessel Owner, his/her servants, agents or guests about the Boatyard or the occupancy and use thereof by them.
2. The Company shall not be responsible for the security of any Vessel from theft or other loss and shall not be liable for the loss by theft or otherwise of any articles left in any automobile or Vessel or in any facility of or in the Boatyard or for damages caused by the Vessel to other Vessels or the Boatyard.
3. Vessel Owners must ensure that all children in or about the Boatyard, including the Boatyard docks, be accompanied by an adult who shall be solely responsible for their safety and conduct. All children on the Boatyard docks shall wear life jackets.
4. The Vessel Owner is responsible for the integrity and safety of the blocking and bracing of his/her Vessel. However, only Boatyard crew may shift or move or otherwise change the position of boatstands and only Boatyard crew may re-block boats. Should the Vessel Owner question the integrity and safety of the blocking and the bracing of his/her Vessel, it is the responsibility of the Vessel Owner to promptly notify Boatyard crew.
5. The Vessel Owner hereby acknowledges receiving the key for the Boatyard gate so as to permit access to the Boatyard after hours. The Vessel Owner agrees, so as not to jeopardize Boatyard security, not to allow access to this key to any other person for any reason whatsoever who is not his/her guest, servant, agent or invitee at or about the Boatyard.
6. The Vessel Owner will be responsible for his/her own insurance on the Vessel and the contents and shall carry reasonable third party liability coverage.
7. The Vessel Owner is required to check his/her Vessel regularly, especially after or in anticipation of storms, heavy winds, rain or snow, etc. Any Vessel which, in the opinion of the Company, is in danger of falling or is a hazard to other Vessels or premises may be

removed forthwith with all expenses and risk of loss or damage for the account of the Vessel Owner, or should the Company be required to render salvage services to any Vessel, the cost thereof shall be for the account of the Vessel Owner. Notwithstanding, the Company is under no obligation to remove any such Vessel.

8. The Vessel Owner is fully responsible for the safety, upkeep and maintenance of their Vessel at all times and in particular in anticipation of, during or following storms, heavy winds, rain or snow, etc. The Company will not be responsible to make inspections, repairs or service the Vessel.
9. There are industrial facilities within the proximity of the Boatyard. The Company will not assume any responsibility for any damage or annoyance which may present itself as a result of airborne pollutants originating outside the Boatyard.
10. Smoking is prohibited in any building in the Boatyard.
11. The Boatyard is a commercial workplace. Skateboarding, rollerblading, sports or playful activities of any kind are not permitted.

Refusal and Termination

1. The Company reserves the right to refuse, at its sole discretion, any Dry Storage and Travelift Agreement application or to refuse, at its sole discretion, to continue to permit storage of a Vessel in the Boatyard for any reason whatsoever including during or within the Term most recently contracted in such an Agreement. Notwithstanding, the Company is under no obligation to extend the Term of storage to any Vessel beyond the Term as agreed to therein such an Agreement.
2. The Vessel Owner shall not purport to assign or sub-lease the license granted pursuant to the Dry Storage and Travelift Agreement without obtaining the prior written consent of the Company. The Company reserves the right to terminate the Agreement if such written consent is not obtained.
3. Non-compliance with the terms of the Dry Storage and Travelift Agreement or the Contractor Agreement or the directions or instructions issued by the Company and its servants or agents are a breach of such Agreement, as the case may be, and as such permits the Company to terminate that Agreement.
4. No portion of Boatyard charges will be refunded where breach of the Dry Storage and Travelift Agreement has occurred. The Vessel Owner shall be liable for a per diem rate based upon the then per diem layday charge in the event the Vessel Owner's Vessel remains in the Boatyard after expiration of that Agreement without the Vessel Owner having entered into a new Dry Storage and Travelift Agreement.



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5. All notices to be given in accordance with these Rules and Regulations may be given at the address provided by the Vessel Owner or such other address as he/she further advises. Any notice will be deemed to have been received by personal service on the Vessel Owner, personal delivery at such address or two business days after the date of mailing by ordinary post to such address.

Definitions and Captions

1. The words, phrases and expressions in these Boatyard Rules and Practices are used with the meanings defined in the "Dry Storage and Travelift Agreement" and the "Contractor Agreement" as the case applies and, furthermore, "Vessel Owner" shall be read as to also include the "Contractor" as the case applies and "Boatyard" shall be read to also include the "Marina" as the case applies.
2. The captions appearing in these Boatyard Rule and Practices have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of these Boatyard Rules and Practices or of any provision thereof.