

# TERMS & CONDITIONS

TERMS AND CONDITIONS OF MARINA USE ARE SUBJECT TO CHANGE WITHOUT NOTICE

Please sign and return to the office to show that you are aware of the yard terms of use

This signed copy will be kept on file

## Insurance and Liability Waiver

- All customers must have proof of valid insurance. A copy is required to be kept on file at the Marina office. Service providers working in the yard must have valid proof of insurance. Any service provider brought in to the yard by other than GRM, must have proof that the boat owner's insurance policy will cover them for injury or damages to persons or property resulting from this individual. Gold River Marina (GRM) waives the responsibility of either Preferred Service Providers or customer actions, resulting in injury, death or damage to persons who are not properly covered by insurance.
- GRM is not responsible for fire, theft, vandalism, wind, ice, snow, or water damage and the owner agrees to hold the yard harmless in the event of such occurrences. It is strongly recommended that those with stern drive rent or purchase stern drive locks to prevent theft, or remove the out drive completely for the storage season. Stern drive locks are available for a rental price of \$50/season. Available numbers are limited so please pre-book. All electronics should be removed from vessels as they are a target for theft and are the responsibility of the owner to remove.
- GRM reserves the right to move or relocate any boat if its present location indicates a safety risk to the docks or other customers, or threatens to impede in the daily efficient running of the marina. GRM is not responsible for damages done to vessels caused by banging against docks or fingers.

## Payments and Refunds

- All customers are required to provide a current credit card to be held on file as security against payments in default of more than 15 days. Terms are COD, and payment for services is due upon receipt. Accepted forms of payment are eTransfer, cheque, debit, Visa or MasterCard. Accounts must be cleared before additional services will be carried out. Refunds will be in the form of credit on account. Refunds will be determined on a situational basis to be determined.
- Unpaid invoices will be subject to interest charges at a rate of 2% per month. In addition, a \$50 administration fee will be charged in any case where unpaid accounts are sent to collections.

## General Yard Policy

- Work orders MUST be returned to the office signed. If there is no work order, no work will be carried out. If there are no "extra" services other than haul, storage or launch, the work order must be signed and returned. Scheduled hauls or launches will also be postponed until the office receives a signed work order. Any boat owner who's vessel requires work to be done at the dock must make arrangements with GRM to rent a dock space; current rental fees will be payable.
- In the event of severe weather, forecasted or otherwise, GRM reserves the right to refuse service and require any vessel to vacate GRM docks in order to protect GRM docks and infrastructure.
- Due to limited space it is sometimes necessary for us to use a seasonal dock space as a temporary holding space for other boats. We will make every effort to have your rented space ready for your arrival. After the day of launch, the daily dock rental charge will apply and is subject to rental availability.
- It is not acceptable to offer the use of a dock to a third party. Transient boaters must register with the office if arriving during office hours, or call ahead to reserve a space. All necessary paperwork must be completed and provided prior to arrival.
- Pet owners are asked to use the provided bags to clean up after their pets. Any dog acting in an aggressive manner to other dogs or persons in the yard must be kept on a leash at all times.
- All garbage is to be put in the garbage cans provided. Recycle rules are to be respected and garbage is to be disposed of appropriately. Vessels are not permitted to discharge waste within the marina area. Sea toilets are not to be operated at the docks. Public washroom facilities are available during office hours and after hours for dock rental customers. At no time should batteries/hydraulic/oil/dangerous fluids be disposed of in the garbage. Please see the Yard Manager for assistance with disposal. Using a drop cloth is mandatory while scraping or painting the bottom of vessels. Any garbage or mess generated by boaters must be cleaned up and properly disposed of by the boater. If this is not done within 24 hours, GRM will do so and the boater will be invoiced accordingly.

## Parking

- This is a privately owned working boatyard. Parking is at your peril. If any vehicle, trailer, boat etc. is parked and left unattended, and will impede the daily operations of the yard, GRM reserves the right to have same towed at the owner's expense. Any damage to vehicles

caused by equipment or property of GRM is not the responsibility of GRM. Parking is prohibited on the apron by the Marine Store and fuel tanks, except for a 15 minute maximum to load and unload.

- 🚫 Parking is prohibited in front of inside storage buildings and between the main building and the railway. GRM does not provide customer parking or parking for customer guests. If vehicles are to be left for extended periods, please check with the office to see where to park. Again...**Parking is at your peril.**

**Safety**

- 🚫 Young children must be under the supervision and responsibility of an adult at all times. It is recommended young children and those that cannot swim wear a PFD at all times when on and around the docks.
- 🚫 No running is permitted on the docks.
- 🚫 Within the marina area is a no wake zone. Please observe a safe and controlled speed.
- 🚫 All cords and hoses must be unplugged and coiled when not in use.
- 🚫 All electrical cords must be without breaks in insulation and must be of "ship to shore" heavy duty quality in proper repair. Vehicle speed in the yard is 20KM/h maximum. Please be aware, we have boats, children, deer, dogs and any number of other things that might jump in front of you.
- 🚫 Boats being moved on GRM trailers have the right of way around the yard when being moved by GRM.
- 🚫 Customers must not, under any circumstances, adjust, relocate, reposition or otherwise alter the jack stands under any boat once it has been positioned by the Yard Manager. Do not tie anything to jack stand worm gears or handles. This can be extremely dangerous.

**Launching and Hauling**

- 🚫 Launches will be scheduled using the position in the yard, (last out, first in) and although we do try to accommodate each owner individually, if you are in the front of other boats, please be prepared to launch early in the season. There is an equipment service fee of \$150 plus labour to move a boat out of the way.
- 🚫 Deep draft boats (6' and over) have priority on the highest tides and will be scheduled according to GRM schedules.
- 🚫 GRM cannot give exact times of launches or hauls. Please have your boat ready for the end of day prior to your scheduled launch. Removal of sails is a service we can perform, but there will be a labour charge associated with that service. Launches or hauls cancelled or changed without sufficient notice will carry a \$50 fee for the first instance and \$100 for all subsequent, at the discretion of GRM.
- 🚫 GRM must have access to your boat, so please leave keys/codes with the Yard Manager or Office Manager. If we don't have access, we may not perform the required service (launch or haul), we will postpone the launch and it will be rescheduled for the next available slot after we have received the keys/codes. Alternatively, locks will be cut at the owners expense.

**Storage**

- 🚫 Inside Storage: all combustibles, including propane tanks must be removed and/or emptied prior to placement inside the building.
- 🚫 Docks being stored at GRM will be picked up from the customer residence only after all boats have been hauled, and at our convenience. They will be removed from the water along with the GRM docks. All associated costs will be invoiced accordingly.
- 🚫 Any person requiring earlier haul out or later delivery of docks than at the convenience of GRM will be responsible for the cost of the boom truck rental which must be brought in for that purpose and any associated costs with the positioning of docks for storage, or any associated costs to launch private docks.
- 🚫 Fuel tanks must not exceed 3/4 full when vessel is in storage. This is a safety and environmental hazard and any spillage clean up will be at boat owner's expense.
- 🚫 Please note that after 2 seasons of not launching, vessel storage is subject to an increased rate, at the sole discretion of GRM.
- 🚫 All tenders must have a name clearly marked in a visible location. Unless arrangements for GRM to remove and store your tender(s) are included in your current fall work order, boaters are required to remove their own tender(s) when their vessel is hauled for the season. Any tender(s) remaining in the water at the GRM docks at the end of the season will be removed by GRM and stored inside. Removal and storage will be at the boat owner's expense and invoiced accordingly.

<p>I have read and understood these Terms and Conditions laid out by Gold River Marina and as a customer of this yard, I will abide by these Terms and Conditions.</p>	
<p>Signed _____ Date _____</p>	
<p>Print Name _____</p>	
<p>Office Use Only    Received _____ Initial _____</p>	