







5. Authorized personnel and emergency personnel, while acting in the course of their duties, as well as emergency vehicles, are exempt from the provisions of this bylaw.

#### FINES

6. A person who contravenes this bylaw commits an offence and is liable on conviction to a fine of not less than \$50.00 and not more than the maximum prescribed by the *Offence Act*.

#### PUBLIC CONDUCT

7. No person shall obstruct or interfere with any person, vessel or watercraft lawfully using a dock.
8. No person shall behave in a disorderly, dangerous or offensive manner including, but not limited to, diving or jumping from a dock, wharf or pier or swimming in the water-lot around the dock.

***(Bylaw 3586)***

#### NOISY ACTIVITIES

9. No person shall while on or moored at a dock, make or cause noises or sounds including the playing of musical instruments, radios, tape players, compact disc players or similar devices or operate any equipment, vehicles, vessels, watercraft or machinery which disturbs or tends to disturb the quiet, peace, enjoyment and comfort of other persons.

#### LIQUOR

10. No person shall possess an open container of liquor on a dock.

#### SIGNS

11. No person shall place, post or erect a sign on a dock unless with permission of the CRD or the Ports Manager.

***(Bylaw 3586)***

#### DAMAGE

12. No person shall remove, destroy or damage any dock or structure or sign attached to a dock.
13. No person shall remove, destroy or damage any notices, rules or regulation posted on a dock by or under the authority of the CRD.
14. No person shall deposit or leave any garbage, refuse, empty or broken bottles, cans, paper, animal excrement or other waste material on a dock or in the water surrounding a dock.

***(Bylaw 3586)***

#### STORAGE

15. No person shall store any material of any kind, including a watercraft, to or on the surface of a dock unless it is designated by a sign as a storage area.

***(Bylaw 3417)***

#### LOADING ZONE

16. No person shall cause a vessel or watercraft to be left unattended at a loading zone.







43. A sign at each wharf shall notify the public that vessels, chattels and obstructions occupying the wharf and surrounding waterlot in contravention of this Bylaw, may be removed and impounded by or on behalf of the CRD at the cost of the owner and may be sold at public auction or otherwise disposed of if unclaimed.  
*(Bylaw 3586)*
44. The CRD may engage the services of a bailiff to remove, impound and auction vessels, chattels and other obstructions under this section and sections 45 to 48.  
*(Bylaw 3586)*

#### PUBLIC AUCTION

45. Any vessel, chattel or obstruction not claimed by its owner, including where the Ports Manager has been unable to determine the owner's identity, within 30 days of notice under section 41 may be sold at a public auction and such auction shall be advertised at least once in a newspaper distributed at least bi-monthly in the Southern Gulf Island Electoral Area.
46. The proceeds of such auction sale shall be applied firstly to the cost of the sale, secondly to all unpaid fees, costs and expenses levied in accordance with this Bylaw.
47. If any vessel, chattel or obstruction is not offered for sale or purchased at public auction under this section, the expenses incurred in the removal, impoundment or disposal, are recoverable as a debt due to the CRD from the owner.  
*(Bylaw 3586)*
48. If the Ports Manager considers that a vessel, chattel or obstruction removed and impounded from a wharf is of insufficient value to warrant an auction, subsequent to the Commission's approval by resolution, the Ports Manager may dispose of the vessel, chattel or obstruction if unclaimed after 2 months following notice under section 41 and any money obtained through such disposition shall be dealt with in accordance with section 40.

#### PORTS MANAGER AND WHARFINGER

- 49.
- (1) The Ports Manager, under the direction of the CRD, is responsible for the operation, administration and management of the docks and may post signs and give such orders, either orally or in writing, in respect of the operation of the dock, as are authorized by these regulations.  
*(Bylaw 3586)*
  - (2) No person shall contravene:
    - (a) an order of the Ports Manager or a wharfinger given under subsection (1); or
    - (b) the directions or instructions on any sign posted under subsection (1).
  - (3) Where a vessel, watercraft or goods are not removed from a dock immediately after the removal thereof is ordered by the Ports Manager or a wharfinger, the Ports Manager or wharfinger may have the vessel, watercraft or goods removed from the dock at the owner's expense.
  - (4) An order of the Ports Manager prevails over an order of a wharfinger.
  - (5) The Ports Manager is authorized to administer and sign on behalf of the CRD the License Agreements contained in Schedules "C", "D" and "E".  
*(Bylaw 3651)*
  - (6) The Wharfingers are authorized to administer and sign on behalf of the CRD the License Agreement contained in Schedule "C".  
*(Bylaw 3651)*



SEVERANCE

50. If a section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid, by the decision of any Court, such decision shall not affect the validity of the remaining portions of this Bylaw.

SCHEDULES

51. Schedules “A” to “E” inclusive of this Bylaw are attached hereto and form part of this Bylaw.

CITATION

52. This Bylaw may be cited as “Capital Regional District Southern Gulf Islands Small Craft Harbours Regulation Bylaw No. 1, 2000”. ***(Bylaw 3586)***

READ A FIRST TIME THIS	22nd	day of	November	2000
READ A SECOND TIME THIS	22nd	day of	November	2000
READ A THIRD TIME THIS	22nd	day of	November	2000
ADOPTED THIS	13th	day of	December	2000.

Christopher M. Causton  
CHAIR

Carmen I. Thiel  
SECRETARY

**This Bylaw is a copy of *Capital Regional District Southern Gulf Islands Small Craft Harbours Regulation Bylaw No. 1, 2000*, consolidated under section 139 of the *Community Charter* and is printed on the authority of the Corporate Officer of the CRD.**



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**Sonia Santarossa, Corporate Officer**



Schedule "A" to Bylaw No. 2844 (cont'd.)

2. MOORAGE FEES (All moorage fees include applicable taxes)

- (a) (i) Moorage Fees from 2 to 12 hours, normally commencing and ending between **8:00 AM** and **8:00 PM** of the same day.

BOAT LENGTH			BOAT LENGTH		
FEET	METRES	FEE	FEET	METRES	FEE
5 to 6	to 1.8	\$2.50	33 to 34	to 10.4	\$12.75
7 to 8	to 2.4	\$3.00	35 to 36	to 11.0	\$13.50
9 to 10	to 3.0	\$3.75	37 to 38	to 11.6	\$14.25
11 to 12	to 3.7	\$4.50	39 to 40	to 12.2	\$14.75
13 to 14	to 4.3	\$5.25	41 to 42	to 12.8	\$15.75
15 to 16	to 4.9	\$6.00	43 to 44	to 13.4	\$16.50
17 to 18	to 5.5	\$6.75	45 to 46	to 14.0	\$17.25
19 to 20	to 6.1	\$7.50	47 to 48	to 14.6	\$18.25
21 to 22	to 6.7	\$8.25	49 to 50	to 15.2	\$18.75
23 to 24	to 7.3	\$9.00	51 to 52	to 15.8	\$19.50
25 to 26	to 7.9	\$9.75	53 to 54	to 16.5	\$20.25
27 to 28	to 8.5	\$10.50	55 to 56	to 17.1	\$21.00
29 to 30	to 9.1	\$11.25	57 to 58	to 17.7	\$21.75
31 to 32	to 9.8	\$11.75	59 to 60	to 18.3	\$22.50

- (ii) Moorage Fees from 12+ to 24 hours or overnight.

BOAT LENGTH			BOAT LENGTH		
FEET	METRES	FEE	FEET	METRES	FEE
5 to 6	to 1.8	\$5.00	33 to 34	to 10.4	\$25.50
7 to 8	to 2.4	\$6.00	35 to 36	to 11.0	\$27.00
9 to 10	to 3.0	\$7.50	37 to 38	to 11.6	\$28.50
11 to 12	to 3.7	\$8.75	39 to 40	to 12.2	\$30.00
13 to 14	to 4.3	\$10.25	41 to 42	to 12.8	\$31.25
15 to 16	to 4.9	\$11.50	43 to 44	to 13.4	\$32.75
17 to 18	to 5.5	\$13.50	45 to 46	to 14.0	\$34.50
19 to 20	to 6.1	\$14.75	47 to 48	to 14.6	\$36.00
21 to 22	to 6.7	\$16.25	49 to 50	to 15.2	\$37.50
23 to 24	to 7.3	\$18.00	51 to 52	to 15.8	\$38.75
25 to 26	to 7.9	\$19.25	53 to 54	to 16.5	\$40.50
27 to 28	to 8.5	\$21.00	55 to 56	to 17.1	\$41.75
29 to 30	to 9.1	\$22.50	57 to 58	to 17.7	\$43.50
31 to 32	to 9.8	\$24.00	59 to 60	to 18.3	\$44.75

Schedule "A" to Bylaw No. 2844 (cont'd.)

(b) Moorage Coupon Book Fees

A Moorage Coupon Book contains 20 coupons. Each coupon entitles a person who is a resident in control of a vessel or watercraft to moor for a single 12-hour continuous period. Coupons may not be used to pay for two consecutive 12-hour periods. The following will be charged for each coupon book:

Vessel or Watercraft Length:

Up to 16 ft.	Over 16 ft. up to 20 ft.	Over 20 ft. up to 24 ft.	Over 24 ft. up to 28 ft.	Over 28 ft. up to 32 ft.
\$54.00	\$62.50	\$74.50	\$88.00	\$102.00

(c) Monthly Commuter Pass

A Monthly Commuter Pass, entitling a person who is a resident in control of a vessel or watercraft to moor for up to 12 hours in a 24 hour period at any dock operated by the CRD, may be purchased for the following fees:

- (i) \$2.25 per foot per month.
- (ii) If the resident currently has prepaid long-term moorage at a dock operated by the CRD the fee is \$1.50 per foot per month.

(d) Prepaid Long-Term Moorage Fees

- (i) The prepaid monthly moorage fee is \$4.40 per foot per month.
- (ii) The prepaid quarterly moorage fee is \$11.80 per foot per quarter.
- (iii) The prepaid annual moorage fee is \$42.50 per foot per year.
- (iv) Despite subsections (i), (ii) and (iii), no person in control of a vessel or watercraft shall moor at a Short-Term Zone or at the Swartz Bay dock for longer than 72 consecutive hours in a 30-day period.
- (v) Where a resident has obtained a monthly, quarterly or annual moorage license prescribed in "Schedule C", that resident may apply for a monthly, quarterly or annual moorage for the same vessel at a second dock for an additional payment of one half the moorage fee paid at the first dock.

(e) Long-term moorage fees for a dinghy bow-tied at a dock area posted with a sign saying "dinghies only" shall be as follows:

- (i) The prepaid monthly moorage fee is \$22.00.
- (ii) The prepaid quarterly moorage fee is \$59.25.
- (iii) The prepaid annual moorage fee is \$213.25.

Schedule "A" to Bylaw No. 2844 (cont'd.)

(f) Springline Moorage Fees

Where a springline moorage system has been approved by the CRD the following rates will apply:

- (i) Four month period from May 15<sup>th</sup> to September 15<sup>th</sup> each year is \$157.50
- (ii) When permitted, any additional period is \$65.60 per month.

(g) Short-Term Zone Fees

Where a short-term zone exists on a dock, the daily rate will apply. No monthly, quarterly or annual rates are available for these zones.

3. WATER TAXI AND CHARTER BOATS MOORAGE FEES

(a) A person in control of a water taxi or charter boat mooring or landing at a dock shall obtain from the CRD in the form prescribed in "Schedule D" a license at a cost of \$62.50 per annum in addition to the fees set out in section 3(b) and (c) below.

(b) (i) Loading and Unloading Water Taxis and Charter Boats:

Landings/month/dock	Monthly Fee	Annual Fee
0-2	No charge	N/A
3-15	\$20.50	\$205.00
16-30	\$34.00	\$340.00
31+	\$55.00	\$550.00

(ii) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the Ports Manager or wharfinger may make an adjustment to the fee based on actual usage.

(c) The moorage fees for water taxis or charter boats are the same as prescribed in "Schedule A" sections 2(a)(i) and (ii), 2(b), 2(c) and 2(d) except the monthly, quarterly and annual fees, moorage coupon books and commuter passes are available only to an operator of a water taxi or charter boat who is a resident of the Southern Gulf Islands Electoral Area.

(d) Where a person has obtained a license to operate a water taxi or charter boat and pays monthly or annual landing fees and provides a regularly scheduled published service between two docks listed in "Schedule B" using the same vessel no landing fees are required on the second dock.

Schedule "A" to Bylaw No. 2844 (cont'd.)

4. SEAPLANES

- (a) The loading and unloading fee for casual use by seaplanes is \$13.50 per landing in excess of 2 landings per airport per year.
- (b) A person in control of a seaplane shall obtain from the CRD a license prescribed in "Schedule E" for a fee of \$62.50 per annum and in addition, may pay to the CRD the following prepaid annual fee for recurring use:

Landings per year per Airport	Annual Fee per Airport
3 - 48	\$205.00
49 - 200	\$410.00
200 +	\$550.00

- (c) The prepaid annual fee is based on estimated annual usage. Actual usage is subject to audit and the Ports Manager or wharfinger may make an adjustment to the fee based on actual usage.
- (d) Seaplane Moorage Fees: Not Available

5. EMERGENCY VESSEL MOORAGE FEES

- (a) A person in control of an emergency services vessel shall purchase a license as prescribed in "Schedule D" at a cost of \$62.50 per annum.
- (b) Emergency Service Vessels, when not performing emergency services, shall be subject to the same moorage fees as prescribed in "Schedule A" sections 2(a)(i) and (ii), 2(b), 2(c) or 2(d).
- (c) Emergency Service Vessels, while actively performing emergency services, will not be subject to the fees prescribed in "Schedule A" sections 2(a)(i) and (ii), 2(b), 2(c) or 2(d).

6. RESERVED BERTHS

The moorage fee for reserved berths is 1.5 times the applicable moorage fee as prescribed in "Schedule A".

7. REMOVAL AND IMPOUNDMENT

The following fees, costs and expenses shall be paid by the owner of a vessel, chattel or obstruction removed, detained or impounded pursuant to Sections 39 to 44 of this Bylaw:

(a) Impoundment Fee	\$114.00
(b) Towing Fee per hour (for towing or removal to storage location)	\$170.50
(c) Hauling Out Fee per hour	\$170.50
(d) Fee for Placing on Blocks/Removal from Trailer (fee per hour)	\$170.50
(e) Storage Costs for Vessel (rate per day per foot)	\$4.00



**SCHEDULE "C"**  
**Bylaw No. 2844**

*(Bylaw 3417, 3586, 3651)*

**Capital Regional District Southern Gulf Islands Harbours**  
**MOORAGE LICENSE AGREEMENT ("the Agreement")**

This non-assignable license is granted by the Capital Regional District ("the CRD") on: \_\_\_\_\_

(date)

**TO:** Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Prov. \_\_\_\_\_

Postal Code \_\_\_\_\_ Telephone (home) \_\_\_\_\_ (cell) \_\_\_\_\_

**("the Licensee")**

Name of Vessel \_\_\_\_\_ Registration No. \_\_\_\_\_

Length \_\_\_\_\_ Port of Registry \_\_\_\_\_ Boat Make \_\_\_\_\_

**("the Vessel")**

For permission to moor the Vessel to a dock or docks operated by the CRD and known as:

\_\_\_\_\_ **("the Dock")**

For the period of \_\_\_\_\_ to \_\_\_\_\_ **("the Term")**

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Moorage Fees Paid \$ \_\_\_\_\_

1. In consideration of the payment of the fees as prescribed in Schedule "A" of Capital Regional District Southern Gulf Islands Harbours Regulation Bylaw No. 1, 2000 (**"the Bylaw"**), the CRD grants the Licensee permission to moor the Vessel at the Dock during the Term. The Licensee may on 30 days notice, cancel use of any unused portion of prepaid fees and receive a pro rata refund of the prepaid fees.
2. In consideration of this license, the Licensee agrees that:
  - a. No transfer or assignment of the Agreement or of any rights hereunder will be made by the Licensee;
  - b. Any reference to the Licensee in this Agreement will be deemed to be a reference also to the person in charge of the Vessel where such person is not included in the Agreement;
  - c. All fees are payable in advance of berthing the Vessel;
  - d. The Licensee must obey all orders of the CRD, Ports Manager and the wharfingers whether verbal or in writing and must obey all signs posted by the CRD, Ports Manager or the wharfingers;
  - e. The Licensee must comply with and conform to the requirements of all lawful rules, regulations and bylaws of local government or any other government enactment in any manner affecting the Vessel or Licensee at the Dock;
  - f. The CRD may terminate this Agreement immediately in the event of any failure to comply with the Bylaw or any other local government, provincial or federal enactment which applies;
  - g. The CRD reserves the right to terminate this Agreement immediately in the event of an emergency, or for any reason on 30 days notice to the Licensee. In the event of a termination by the CRD, the CRD shall provide a pro rata refund of prepaid fees.
  - h. The Licensee acknowledges that moorage fees paid to the CRD are only for the rental of the water space occupied by the Vessel and in no way creates a tenancy or any obligation on the part of the CRD or any of its employees or agents for the care, custody and/or safety of the Vessel, its contents or any of its occupants;
  - i. The Licensee releases and must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which the Licensee or anyone else may incur, suffer or allege by reason of the use of the Dock by the Licensee or by any person carrying on at the Dock any activity in relation to the Licensee's use of the Dock;



Schedule "C" to Bylaw No. 2844 (cont'd.)

- j. The Licensee must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which may be caused to the CRD by the presence of the Vessel at the Dock;
- k. When requested the Licensee must provide proof of comprehensive liability insurance in the amount of not less than one million dollars per single occurrence and regardless of whether proof is requested the Licensee must maintain said policy for the duration of the Term;
- l. The Licensee affirms that the Vessel is fit for its intended purpose, does not pose an environmental risk to the Dock or the area surrounding the Dock, and shore power is not required to keep the Vessel afloat. Where the Vessel is unfit or poses a risk to the Dock, and the Ports Manager has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Vessel, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Vessel from the Dock and impound, store, or auction the Vessel in accordance with the Bylaw.
- m. In the event that the Vessel runs aground, sinks or if goods fall overboard in the area of the Dock, the Licensee must remove such forthwith. If the Licensee fails to do so, the CRD may remove the Vessel or goods at the Licensee's expense and risk.
- n. The CRD reserves the right to rearrange the position of the Vessel while moored at the Dock or as necessary for the efficient operation of the marina facility, or for other causes such as safety or emergency or for any other reason, without previous notice to the Licensee and at the Licensee's expense and risk;
- o. The Licensee must not do or permit to be done anything which may damage or injure the Dock and the Licensee must, at the Licensee's own expense, maintain and repair the Dock whenever it is damaged as a result of the permission hereby given, other than ordinary wear and tear as determined by the CRD;
- p. The Licensee shall at all times keep the Vessel in a sanitary, clean and tidy condition, in all respects to the entire satisfaction of the CRD;
- q. No garbage, refuse, empty or broken bottles, cans, paper, animal excrement, litter or other waste material will be thrown overboard or left on the Dock except in the receptacles provided for such a purpose;
- r. No gasoline or other flammable liquids, oily rags, or other combustible material will be stored or left on the Dock. Any spillage of environmentally hazardous substances must be reported immediately to the Ports Manager or a wharfinger, and cleaned up immediately by and at the expense of the Licensee. The Licensee must indemnify the CRD from and against any and all costs including penalties and fines associated with the containment and cleanup of any environmentally hazardous substances that originate from the Vessel or any act or omission of the Licensee;
- s. When required by the Ports Manager or a wharfinger, the Licensee must raft the Vessel alongside another vessel, provided that no more than two vessels are rafted, or such lower or higher number as specified by the CRD or any sign posted at the Dock;
- t. The Licensee must not leave the Vessel unattended in a loading zone, and must not remain moored in a loading zone for more than 15 minutes;
- u. The Licensee must not moor to an airport, except where the airport includes a loading zone. The Vessel must not be left unattended in a loading zone and the Licensee must vacate the loading zone immediately on the approach of an aircraft intending to use the airport;
- v. The Licensee and his/her guests shall not carry or permit to be carried on any activity that, in the opinion of the CRD, may be detrimental to the safety or enjoyment of others using the CRD's facilities, or be deemed a nuisance or disturbance, including but not limited to diving or jumping from a dock, wharf or pier or swimming in the water-lot around the Dock;
- w. If the Vessel is moored at the Dock without payment of moorage fees for a period in excess of 45 days or, within a 30 day notice period the Vessel is not removed from the Dock under its own power for a period of at least one hour in the presence of a wharfinger or the Ports Manager, the Vessel will be deemed to be abandoned;
- x. Where the Ports Manager believes a Vessel has been abandoned as defined in Section "w" above, and has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Vessel, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Vessel from the Dock and impound, store, or auction the Vessel in accordance with the Bylaw.

Signature of Licensee \_\_\_\_\_

Date \_\_\_\_\_

Issued per CRD \_\_\_\_\_

Date \_\_\_\_\_

(Ports Manager or wharfinger)

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Personal information contained on this form is collected under the authority of the Local Government Act and is subject to the Freedom of Information and Protection of Privacy Act. The personal information will be used for purposes associated with the issuing of this license agreement and for the management of docks operated by the CRD. Enquiries about the collection or use of information in this form can be directed to the Freedom of Information and Protection of Privacy contact: Capital Regional District, Senior Coordinator, FOIPP (250) 360-3000.

**SCHEDULE "D"**  
**Bylaw No. 2844**

*(Bylaw 3417, 3586, 3651)*

**Capital Regional District Southern Gulf Islands Harbours**  
**WATER TAXI, CHARTER BOAT, EMERGENCY SERVICES VESSEL OR BUSINESS MOORAGE AND**  
**LICENSE AGREEMENT ("the Agreement")**

This non-assignable license is granted by the Capital Regional District ("the CRD") on: \_\_\_\_\_  
\_\_\_\_\_  
(date)

**TO:** Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Prov. \_\_\_\_\_

Postal Code \_\_\_\_\_ Telephone (home) \_\_\_\_\_ (cell) \_\_\_\_\_

**("the Licensee")**

Name of Vessel \_\_\_\_\_ Registration No. \_\_\_\_\_

Length \_\_\_\_\_ Port of Registry \_\_\_\_\_ Boat Make \_\_\_\_\_

**("the Vessel")**

For permission to moor the Vessel to a dock or docks operated by the CRD and known as:

\_\_\_\_\_  
\_\_\_\_\_  
**("the Dock")**

For the period of \_\_\_\_\_ to \_\_\_\_\_ **("the Term")**

Moorage Fees Paid \$ \_\_\_\_\_

1. In consideration of the payment of the fees as prescribed in Schedule "A" of Capital Regional District Southern Gulf Islands Harbours Regulation Bylaw No. 1, 2000 (**"the Bylaw"**), the CRD grants the Licensee permission to moor or land the Vessel at the Dock during the Term. The Licensee may on 30 days notice, cancel use of any unused portion of prepaid fees and receive a pro rata refund of the prepaid fees.
2. In consideration of this license, the Licensee agrees that:
  - a. No transfer or assignment of the Agreement or of any rights hereunder will be made by the Licensee;
  - b. Any reference to the Licensee in this Agreement will be deemed to be a reference also to the person in charge of the Vessel where such person is not included in the Agreement;
  - c. All fees are payable in advance of berthing the Vessel. Prepaid annual fees as prescribed in Schedule "A" of the Bylaw are based on estimated annual usage. Usage is subject to audit and the CRD may make an adjustment to the fee based on actual usage;
  - d. The Licensee must obey all orders of the CRD, Ports Manager and the wharfingers whether verbal or in writing and must obey all signs posted by the CRD, Ports Manager or the wharfingers;
  - e. The Licensee acknowledges that moorage fees paid to the CRD are only for the rental of the water space occupied by the Vessel and in no way creates a tenancy or any obligation on the part of the CRD or any of its employees or agents for the care, custody and/or safety of the Vessel, its contents or any of its occupants;
  - f. The Licensee must comply with and conform to the requirements of all lawful rules, regulations and bylaws of local government or any other government enactment in any manner affecting the Vessel or Licensee at the Dock;
  - g. The CRD may terminate this Agreement immediately in the event of any failure to comply with the Bylaw or any other local government, provincial or federal enactment which applies;
  - h. The CRD reserves the right to terminate this Agreement immediately in the event of an emergency, or for any reason on 30 days notice to the Licensee. In the event of a termination by the CRD, the CRD shall provide a pro rata refund of prepaid fees.
  - i. The Licensee releases and must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which the Licensee or anyone else may incur, suffer or allege by reason of the use of the Dock by the Licensee or by any person carrying on at the Dock any activity in relation to the Licensee's use of the Dock;

Schedule "D" to Bylaw No. 2844 (cont'd.)

- j. The Licensee must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which may be caused to the CRD by the presence of the Vessel at the Dock;
- k. The Licensee must provide proof of a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Dock by the Licensee in the amount of not less than two million dollars per single occurrence and must maintain said policy for the duration of the Term;
- l. The Licensee affirms that the Vessel is fit for its intended purpose, does not pose an environmental risk to the Dock or the area surrounding the Dock, and shore power is not required to keep the Vessel afloat. Where the Vessel is unfit or poses a risk to the Dock, and the Ports Manager has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Vessel, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Vessel from the Dock and impound, store, or auction the Vessel in accordance with the Bylaw.
- m. In the event that the Vessel runs aground, sinks or if goods fall overboard in the area of the Dock, the Licensee must remove such forthwith. If the Licensee fails to do so, the CRD may remove the Vessel or goods at the Licensee's expense and risk.
- n. The Licensee is responsible for the actions of his or her crew, agents and/or employees;
- o. The CRD reserves the right to rearrange the position of the Vessel while moored at the Dock or as necessary for the efficient operation of the marina facility, or for other causes such as safety or emergency or for any other reason, without previous notice to the Licensee and at the Licensee's expense and risk;
- p. The Licensee must not do or permit to be done anything which may damage or injure the Dock and the Licensee must, at the Licensee's own expense, maintain and repair the Dock whenever it is damaged as a result of the permission hereby given, other than ordinary wear and tear as determined by the CRD;
- q. The Licensee must comply with any direction from the CRD regarding the position, time, place and manner in which in which a vessel or watercraft may be moored, loaded or unloaded at a dock;
- r. No garbage, refuse, empty or broken bottles, cans, paper, animal excrement, litter or other waste material will be thrown overboard or left on the Dock except in the receptacles provided for such a purpose;
- s. No gasoline or other flammable liquids, oily rags, or other combustible material will be stored or left on the Dock. Any spillage of environmentally hazardous substances must be reported immediately to the Ports Manager or a wharfinger, and cleaned up immediately by and at the expense of the Licensee. The Licensee must indemnify the CRD from and against any and all costs including penalties and fines associated with the containment and cleanup of any environmentally hazardous substances that originate from the Vessel or any act or omission of the Licensee;
- t. When required by the Ports Manager or a wharfinger, the Licensee must raft the Vessel alongside another vessel, provided that no more than two vessels are rafted, or such lower or higher number as specified by the CRD or any sign posted at the Dock;
- u. The Licensee must not leave the Vessel unattended in a loading zone, and must not remain moored in a loading zone for more than 15 minutes;
- v. The Licensee must not moor to an airport, except where the airport includes a loading zone. Vessels must not be left unattended in a loading zone and the Licensee must vacate the loading zone immediately on the approach of an aircraft intending to use the airport;
- w. The Licensee shall not carry or permit to be carried on any activity that, in the opinion of the CRD, may be detrimental to the safety or enjoyment of others using the CRD's facilities, or be deemed a nuisance or disturbance, including but not limited to diving or jumping from a dock, wharf or pier or swimming in the water-lot around the Dock;
- x. If the Vessel is moored at the Dock without payment of moorage fees for a period in excess of 45 days or, within a 30 day notice period the Vessel is not removed from the Dock under its own power for a period of at least one hour in the presence of a wharfinger or the Ports Manager, the Vessel will be deemed to be abandoned;
- y. Where the Ports Manager believes a Vessel has been abandoned as defined in Section "x" above, and has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Vessel, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Vessel from the Dock and impound, store, or auction the Vessel in accordance with the Bylaw.

Signature of Licensee \_\_\_\_\_

Date \_\_\_\_\_

Issued per CRD \_\_\_\_\_  
(Ports Manager)

Date \_\_\_\_\_

**FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

Personal information contained on this form is collected under the authority of the Local Government Act and is subject to the Freedom of Information and Protection of Privacy Act. The personal information will be used for purposes associated with the issuing of this license agreement and for the management of docks operated by the CRD. Enquiries about the collection or use of information in this form can be directed to the Freedom of Information and Protection of Privacy contact: Capital Regional District, Senior Coordinator, FOIPP (250) 360-3000.



Schedule "E" to Bylaw No. 2844 (cont'd.)

- i. The CRD reserves the right to terminate this Agreement immediately in the event of an emergency, or for any reason on 30 days notice to the Licensee. In the event of a termination by the CRD, the CRD shall provide a pro rata refund of prepaid fees.
- j. The Licensee releases and must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which the Licensee or anyone else may incur, suffer or allege by reason of the use of the Dock by the Licensee or by any person carrying on at the Dock any activity in relation to the Licensee's use of the Dock;
- k. The Licensee must indemnify and save harmless the CRD, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability, fees (including legal fees on a solicitor and own client basis) or loss which may be caused to the CRD by the presence of the Seaplane at the Dock;
- l. The Licensee must provide proof of a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Seaplane by the Licensee in the amount of not less than five million dollars per single occurrence and must maintain said policy for the duration of the Term;
- m. The Licensee must not do or permit to be done anything which may damage or injure the Dock and the Licensee must, at the Licensee's own expense, maintain and repair the Dock whenever it is damaged as a result of the permission hereby given, other than ordinary wear and tear as determined by the CRD;
- n. No garbage, refuse, empty or broken bottles, cans, paper, animal excrement, litter or other waste material will be thrown overboard or left on the Dock except in the receptacles provided for such a purpose;
- o. No gasoline or other flammable liquids, oily rags, or other combustible material will be stored or left on the Dock. Any spillage of environmentally hazardous substances must be reported immediately to the Ports Manager or a wharfinger, and cleaned up immediately by and at the expense of the Licensee. The Licensee must indemnify the CRD from and against any and all costs including penalties and fines associated with the containment and cleanup of any environmentally hazardous substances that originate from the Seaplane or any act or omission of the Licensee;
- p. The Licensee must not leave the Seaplane unattended in an Airport, and must not remain moored in an Airport for more than 30 minutes;
- q. The Licensee shall not carry or permit to be carried on any activity that, in the opinion of the CRD, may be detrimental to the safety or enjoyment of others using the CRD's facilities, or be deemed a nuisance or disturbance, including but not limited to diving or jumping from a dock, wharf or pier or swimming in the water-lot around the Dock;
- r. The CRD may, at its discretion, determine whether the Seaplane is too large, too heavy or is otherwise unsuitable to use or occupy an Airport.
- s. The Licensee affirms that the Seaplane is fit for its intended purpose, does not pose an environmental risk to the Dock or the area surrounding the Dock, and shore power is not required to keep the Seaplane afloat. Where the Seaplane is unfit or poses a risk to the Dock, and the Ports Manager has made reasonable efforts to contact the Licensee or such other person as may reasonably take control of the Seaplane, the CRD may, at its discretion and at the Licensee's own cost and risk, remove the Seaplane from the Dock and impound, store, or auction the Seaplane in accordance with the Bylaw.
- t. In the event that the Seaplane runs aground, sinks or if goods fall overboard in the area of the Dock, the Licensee must remove such forthwith. If the Licensee fails to do so, the CRD may remove the Seaplane or goods at the Licensee's expense and risk.

Signature of Licensee \_\_\_\_\_

Date \_\_\_\_\_

Issued per CRD \_\_\_\_\_  
(Ports Manager)

Date \_\_\_\_\_

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